



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

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

May 20, 2021

Meeting Link: https://us02web.zoom.us/webinar/register/WN_ySAlIKpWSjOiU0-36-mGrQ

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

M _____
 2nd _____
 V _____

- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. CELEBRATION OF TANYA HOXSIE AND HER RETIREMENT AS CHIEF EXECUTIVE OFFICER OF THE HUNTINGTON VALLEY BOYS AND GIRLS CLUB

The Board of Trustees will join staff and the community to honor Tanya Hoxsie and her lasting impact on our community as she retires from her role as Chief Executive Officer of the Huntington Valley Boys and Girls Club.

- **RECESS**

2. CELEBRATION OF TAMURA TECHNO TIGERS AND COACH HUONG DAO

The Board of Trustees is pleased to join our staff and community in celebrating Tamura's Techno Tigers and their Coach Huong Dao as they recently won the highest award at the Orange QT, the Champions Award, in addition to Mrs. Dao receiving the Coach/Mentor Award.

3. RECOGNITION OF STUDENTS FROM TAMURA SCHOOL AND OKA SCHOOL

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.

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize nine outstanding students from Tamura School and seven star students from Oka School.

- **RECESS**

STAFF REPORTS AND PRESENTATIONS

4. RESULTS FROM THIRD MEASURE O GENERAL OBLIGATION BONDS ISSUANCE

Assistant Superintendent of Business Services, Christine Fullerton, will be joined by Lori Raineri and Keith Weaver, from Government Financial Strategies Inc., to review and discuss the results from the District's recent General Obligation Bonds issuance.

5. EDUCATIONAL SERVICES UPDATE

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin will be joined by Director, Educational Services, Dr. Jerry Gargus to share an update from Educational Services with the Board of Trustees. This presentation will include a review of Expanded Learning Opportunities in the District as well as the assessment calendar.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

6. PUBLIC HEARING ON TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed agreement for the 2020-21 school year between Fountain Valley School District and the Fountain Valley Educational Association. Public input is welcome.

7. PUBLIC HEARING ON TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed agreement for the 2020-21 school year between Fountain Valley School District and the California School Employees Association, Chapter #358. Public input is welcome.

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, May 20th. 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

- 8. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR 2020-21 SCHOOL YEAR**

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Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and the Fountain Valley Education Association for the 2020-21 school year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and the Fountain Valley Education Association for the 2020-21 school year.

- 9. AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT**

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On April 26, 2021, Fountain Valley Education Association (FVEA) and Fountain Valley School District (FVSD) reached a "Tentative Agreement" on all matters subject to collective bargaining for the contract years July 1, 2020 through June 30, 2021. The agreement includes the following compensation increases for 2020-2021: 2.00% increase to the 2019-2020 certificated salary schedule, effective July 1, 2020; addition of a \$4000 stipend to Column III Steps 1-3 and \$2000 to Column III Steps 4-7 to the Speech and Language Pathologist/School Nurse certificated salary schedule, effective July 1, 2020; An increase of \$500 to the District's contribution to health and welfare benefits, effective January 1, 2022; a one-time payment of \$1000 to current certificated unit members working 50% or more and \$500 to current certificated unit members working less than 50% of

a certificated contract; and addition of the following certificated stipends: Speech and Language Pathologist CF Supervisor \$1800, PAL Advisor \$1000, GATE Lead Teacher \$1000.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the agreement between the Fountain Valley School District and Fountain Valley Education Association dated April 26, 2021.

10. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 FOR 2020-21 SCHOOL YEAR

M ___
2nd ___
V ___

Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and the California School Employees Association, Chapter 358 for the 2020-21 school year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and the California School Employees Association, Chapter 358 for the 2020-21 school year.

11. AGREEMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 AND FOUNTAIN VALLEY SCHOOL DISTRICT

M ___
2nd ___
V ___

On April 27, 2021 Fountain Valley School District (FVSD) and California School Employees Association (CSEA) and its' Fountain Valley Chapter #358 reached a tentative agreement for 2020-2021. The tentative agreement was ratified by CSEA Chapter #358 on May 17, 2021 and includes the following total compensation increase: a 2.00% salary increase to the 2019-2020 classified salary schedule, retroactive to July 1, 2020; an increase of \$500.00 to the District's contribution to health and welfare benefits for each full-time classified bargaining unit member, and an increase of \$250.00 for each part time classified bargaining unit member working 20 to 29.99 hours a week, effective January 1, 2022; a one-time payment of \$1000 to current classified unit members working 20 hours or more a week and \$500 to current classified unit members working less than 20 hours a week.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the agreement between the Fountain Valley School District and California School Employees Association, Chapter 358 dated April 27, 2021.

12. DISCLOSURE OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES SALARY INCREASES

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Management and confidential employees in the Fountain Valley School District are not represented by a bargaining unit. Historically these District employees have received similar salary increases as the District’s bargaining unit members. The

District recently concluded negotiations with the Fountain Valley Education Association (FVEA) and the California School Employees Association, Chapter 358 (CSEA) for the 2020-21 fiscal year. The District’s management and confidential employees will receive the same salary and benefits increases as those outlined in the attached for FVEA members.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Disclosure of Management and Confidential Employees Salary Increases for the 2020-21 school year.

13. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
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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 April 15th regular meeting
- 13-B. Board Meeting Minutes from April 21st special meeting
- 13-C. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 13-D. Donations
- 13-E. Warrants
- 13-F. Purchase Order Listing

Consent Items

13-G. APPOINTMENT OF PARENTS TO THE COMMUNITY ADVISORY COMMITTEE (CAC) AS REPRESENTATIVES OF FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE 2021-2022 SCHOOL YEAR

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Appointment of Parents to the Community Advisory Committee (CAC) as Representatives of Fountain Valley School District for the 2021-2022 School Year.

13-H. BIO-ACOUSTICAL CORPORATION

Superintendent’s Comments: It is recommended that the Board of Trustees approves the contract between Bio-Acoustical Corporation and Fountain Valley School District for the 2021-2022 school year.

13-I. UPDATE TO DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS

Superintendent's Comments: It is recommended that the Board of Trustees approves the updated 2021-2024 Plan for Providing Educational Services to all Expelled Students in Orange County, which follows the Countywide Expulsion plan developed with the Orange County Superintendent of Schools.

13-J. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2021-22 SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES

Superintendent's Comments: It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2020-21 with the Law Offices of Margaret A. Chidester & Associates.

13-K. PARADIGM HEALTHCARE SERVICES, LLC SERVICE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Paradigm Healthcare Services agreement for the term of July 1, 2021 through June 30, 2024 and authorize the Superintendent or designee to sign all documents.

13-L. SPECIAL EDUCATION AGREEMENT 2020-2021 I

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

13-M. SPECIAL EDUCATION AGREEMENT 2020-2021 J

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

13-N. SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2021 through June 30, 2022 and authorizes the Superintendent or designee to sign all documents.

13-O. APPROVE SCOPE AMENDMENT 1 TO THE ARCHITECTURAL SERVICE AGREEMENT WITH RACHLIN PARTNERS FOR NEWLAND ELEMENTARY SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approves Scope Amendment 1 to the Master Architectural Service Agreement with Rachlin Partners for Newland Elementary School.

13-P. APPROVE SCOPE AMENDMENT 1 TO THE ARCHITECTURAL SERVICE AGREEMENT WITH RACHLIN PARTNERS FOR OKA ELEMENTARY SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approves Scope Amendment 1 to the Master Architectural Service Agreement with Rachlin Partners for Newland Elementary School.

13-Q. APPROVE THE AGREEMENT FOR PROFESSIONAL SERVICES WITH DANNIS WOLIVER KELLY

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Dannis Woliver Kelley to provide Professional Legal Services.

13-R. APPROVE THE CONTRACT WITH WESTCOAST AIR CONDITIONING CO., INC. FOR PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR MODERNIZATION AND HVAC PROJECTS AT GISLER ELEMENTARY SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with West Coast Air Conditioning Co., Inc. for the Gisler Elementary School Preconstruction and Lease-Leaseback Services for Modernization and HVAC Project complete and authorize the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

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

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

13-T. APPROVE VENDED MEAL ANNUAL CONTRACT RENEWAL WITH PREFERRED MEAL SYSTEMS

Superintendent's Comments: It is recommended that the Board of Trustees approves the vended meal annual contract renewal with Preferred Meal Systems.

13-U. APPROVE CHANGE ORDER #3 FOR THE GISLER ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT

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

13-V. APPROVAL OF PROPOSAL LETTER WITH CUSHMAN & WAKEFIELD FOR APPRAISAL SERVICES

Superintendent’s Comments: It is recommended that the Board of Trustees authorizes the Superintendent or designee to sign all required documents related to the appraisal.

13-W. INTERVENTION SUMMER SCHOOL

Superintendent’s Comments: It is recommended that the Board of Trustees approves plans for the District to provide Intervention Summer School for targeted students.

13-X. EXPANDED LEARNING OPPORTUNITY GRANT

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Expanded Learning Opportunities Grant Plan.

13-Y. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2020-2021 K

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

13-Z. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION

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

13-AA. NON-PUBLIC AGENCY CONTRACTS

Superintendent’s comments: under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the west orange county consortium for special education be authorized to receive invoices and process payment.

Non-public school/agency	100% contract cost	Effective dates
Speech and Lang. Dev. Center	N/A	4/19/21-6/30/21
Speech and Lang. Dev. Center	\$12,651.75	4/19/21-6/60/21
David Kirschen, O.D., Ph.D.,	\$450	5/21/21-11/30/21

dba Customized Vision Care

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, June 10, 2021 at 6:30PM.**

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.us). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at luccheser@fvsd.us or calling 714.843.3255 during normal business hours.

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

Board meeting of May 20, 2021



SO 20-21/B21-26
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **CELEBRATION OF TANYA HOXSIE AND HER RETIREMENT
AS CHIEF EXECUTIVE OFFICER OF THE HUNTINGTON
VALLEY BOYS AND GIRLS CLUB**
DATE: May 17, 2021

Background:

The Board of Trustees will join staff and the community to honor Tanya Hoxsie and her lasting impact on our community as she retires from her role as Chief Executive Officer of the Huntington Valley Boys and Girls Club.

Board meeting of May 20, 2021



SO 20-21/B21-27
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **CELEBRATION OF TAMURA TECHNO TIGERS AND COACH
HUONG DAO**
DATE: May 17, 2021

Background:

The Board of Trustees is pleased to join our staff and community in celebrating Tamura's Techno Tigers and their Coach Huong Dao as they recently won the highest award at the Orange QT, the Champions Award, in addition to Mrs. Dao receiving the Coach/Mentor Award.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: OKA ELEMENTARY SCHOOL,
TAMURA ELEMENTARY**
DATE: May 20, 2021

Background:

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on May 20, 2021, the following students from **Oka** and **Tamura** will be recognized:

Oka Elementary School
TK Summer Klatskin
K Levi Harris
1 Gabriella Spizzirri
2 Valerie Wood
3 Nora Knutsen
4 Julia Varela
5 Jillian Headlee

Tamura Elementary School
SDC Ostynn Kawata
EEK Hendrix Sims
TK Minh Uyen Minh Duong
K Vicki Valladolid
1 Aiden Tran
2 ZsanaBella Smith
3 Logan Nguyen
4 Sarah Kennedy
5 Aidan DeRosia

Board meeting of May 20, 2021



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **RESULTS FROM THIRD MEASURE O GENERAL OBLIGATION BONDS ISSUANCE**
DATE: May 17, 2021

Background:

Assistant Superintendent of Business Services, Christine Fullerton, will be joined by Lori Raineri and Keith Weaver, from Government Financial Strategies Inc., to review and discuss the results from the District's recent General Obligation Bonds issuance.

Board meeting of May 20, 2021



SO 20-21/B21-28
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: Educational Services Update
DATE: May 17, 2021

Background:

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin will be joined by Director, Educational Services, Dr. Jerry Gargus to share an update from Educational Services with the Board of Trustees. This presentation will include a review of Expanded Learning Opportunities in the District as well as the assessment calendar.

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION (FVEA)

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on May 20, 2021 at 6:30 p.m. in the Board Room located at 10055 Slater Avenue, Fountain Valley, CA, will conduct a public hearing on the proposed agreement for the 2020-21 year between the District and the Fountain Valley Education Association (FVEA).

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Isidro Guerra, Director, Fiscal Services

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 (CSEA)

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on May 20, 2021 at 6:30 p.m. in the Board Room located at 10055 Slater Avenue, Fountain Valley, CA, will conduct a public hearing on the proposed agreement for the 2020-21 year between the District and the California School Employees Association, Chapter 358 (CSEA).

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Isidro Guerra, Director, Fiscal Services



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of AB1200 Public Disclosure of Collective Bargaining Agreement between the Fountain Valley Education Association and the Fountain Valley School District**
DATE: May 10, 2021

Background:

On April 26, 2021, the Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) signed a “Tentative Agreement” on all matters subject to collective bargaining for the contract year July 1, 2020 through June 30, 2021. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

The tentative agreement includes the following compensation increases for 2020-2021:

- 2.00% increase to the 2019-2020 certificated salary schedule, effective July 1, 2020;
- Addition of a \$4,000 stipend to Column III Steps 1-3 and \$2,000 to Column III Steps 4-7 to the Speech and Language Pathologist/School Nurse certificated salary schedule, effective July 1, 2020.
- An increase of \$500 to the District's contribution to health and welfare benefits, increasing the District's contribution to health and welfare from \$10,500 to \$11,000, effective January 1, 2022.
- A one-time payment of \$1,000 to current certificated unit members working 50% or more and \$500 to current certificated unit members working less than 50% of a certificated contract.
- Addition of the following certificated stipends:
 - Speech and Language Pathologist CF Supervisor \$1,800
 - PAL Advisor \$1,000
 - GATE Teacher Lead \$1,000

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with **AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449**, for the agreement between FVEA and FVSD.

Fiscal Impact:

The fiscal impact of this settlement for certificated bargaining unit members is estimated to be approximately \$1,013,686 in the current year. Details of the impact are included in the attached “Disclosure of Collective Bargaining Agreement.” This agreement will be effective for the period from July 1, 2020 thru June 30, 2021.

Recommendation:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between FVSD and FVEA for the 2020-21 school year.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fountain Valley Elementary School District - Fountain Valley Education

School District - Bargaining Unit: Association (FVEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
(date) (date)

The Governing Board will act upon this agreement on: May 20, 2021
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2020-21	Year 2 Increase/(Decrease) FY 2021-22	Year 3 Increase/(Decrease) FY 2022-23
1 Salary Schedule Increase (Decrease)	25,422,939	\$ 508,459	\$ -	\$ -
		2.00%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ 689,189	\$ 336,984	\$ -	\$ -
		48.90%	0.00%	0.00%
Description of other compensation	Additional Duty, Stipends, Overtime, etc.	One-time payments plus on-schedule increase to other compensation		
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 5,207,509	\$ 168,243	\$ 0	\$ -
		3.23%	0.00%	0.00%
5 Health/Welfare Plans	\$ 2,744,874	\$ -	\$ 73,500	\$ 73,500
		0.00%	2.68%	2.68%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 34,064,511	\$ 1,013,686	\$ 73,500	\$ 73,500
7 Total Number of Represented Employees (Use FTEs if appropriate)	279.9	279.9	279.9	279.9
8 Total Compensation <u>Average</u> Cost per Employee	\$ 121,702	\$ 3,622	\$ 263	\$ 263
		2.98%	0.22%	0.22%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District and FVEA have reached an agreement for the 2020-21 school year. The total salary increase is comprised of a 2.0% on-schedule increase to the 2019-20 salary schedule (retroactive to 7/1/20), a one-time payment of \$1,000 to current certificated bargaining unit members working 50% or more of a certificated contract/\$500 to current certificated bargaining unit members working less than 50% of a certificated contract. The one-time payment shall be prorated for current unit members serving less than a full school year. In addition, there is an increase of \$500 to health & welfare benefit cap for each full-time certificated bargaining unit member, increasing the District's annual contribution to \$11,000 and an increase of \$250 for each part-time certificated bargaining unit member, increasing the District's annual contribution to \$5,500, effective January 1, 2022. The fiscal impact to the General Fund of this recent settlement is estimated to be approximately \$1,013,686 in 2020-21 and \$73,500 in 2021-22 & 2022-23.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No new steps/columns, but addition of the following stipends to the Speech and Language Pathologists/Nurses' certificated salary schedule effective July 1, 2020: \$4,000 to Column III Steps 1 – 3 & \$2,000 to Column III Steps 4-7

11. Please include comments and explanations as necessary.

None.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefit? Yes No

If yes, please describe the cap amount.

Effective 1/1/22, The negotiated health & wellness cap will increase \$500 for each full-time certificated bargaining unit member, increasing the District's annual contribution to \$11,000 and an increase of \$250 for each part-time certificated bargaining unit member, increasing the District's annual contribution to \$5,500.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Formation of a joint committee to develop certificated job descriptions. Formation of introductory joint committees to meet prior to the end of the 2020-2021 school year to begin the process of researching the feasibility of prep periods for middle school & planning time for elementary school.

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Projected operating deficits over the next couple of years as the District spends down one-time and carryover supplemental funds.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None.

G. Source of Funding for Proposed Agreement

1. Current Year

LCFF revenues.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

On-going costs will be funded by on-going LCFF revenues.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/21)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 53,448,851	\$ -	\$ -	\$ 53,448,851
Remaining Revenues (8100-8799)	\$ 1,817,077	\$ -	\$ -	\$ 1,817,077
TOTAL REVENUES	\$ 55,265,928	\$ -	\$ -	\$ 55,265,928
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 24,694,389	\$ 541,083	\$ 68,233	\$ 25,303,705
Classified Salaries (2000-2999)	\$ 6,585,195	\$ -	\$ 258,361	\$ 6,843,556
Employee Benefits (3000-3999)	\$ 10,255,169	\$ 107,676	\$ 90,931	\$ 10,453,776
Books and Supplies (4000-4999)	\$ 2,551,112	\$ -	\$ -	\$ 2,551,112
Services, Other Operating Expenses (5000-5999)	\$ 3,133,554	\$ -	\$ -	\$ 3,133,554
Capital Outlay (6000-6599)	\$ 176,654	\$ -	\$ -	\$ 176,654
Other Outgo (7100-7299) (7400-7499)	\$ 86,891	\$ -	\$ -	\$ 86,891
Direct Support/Indirect Cost (7300-7399)	\$ (141,854)	\$ -	\$ -	\$ (141,854)
Other Adjustments				
TOTAL EXPENDITURES	\$ 47,341,110	\$ 648,759	\$ 417,525	\$ 48,407,394
OPERATING SURPLUS (DEFICIT)	\$ 7,924,818	\$ (648,759)	\$ (417,525)	\$ 6,858,534
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 250,000		\$ -	\$ 250,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 182,770	\$ -	\$ -	\$ 182,770
CONTRIBUTIONS (8980-8999)	\$ (8,978,953)	\$ -	\$ -	\$ (8,978,953)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (986,905)	\$ (648,759)	\$ (417,525)	\$ (2,053,189)
BEGINNING BALANCE	\$ 18,724,077			\$ 18,724,077
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 17,737,172	\$ (648,759)	\$ (417,525)	\$ 16,670,888
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,678	\$ -	\$ -	\$ 145,678
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,562,471	\$ -	\$ -	\$ 5,562,471
Reserve for Economic Uncertainties (9789)	\$ 2,135,000	\$ 30,411	\$ 19,571	\$ 2,184,982
Unassigned/Unappropriated (9790)	\$ 9,894,023	\$ (679,169)	\$ (437,097)	\$ 8,777,757

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/21)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 14,247,806	\$ -	\$ -	\$ 14,247,806
TOTAL REVENUES	\$ 14,247,806	\$ -	\$ -	\$ 14,247,806
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 5,900,082	\$ 304,359	\$ 38,381	\$ 6,242,822
Classified Salaries (2000-2999)	\$ 3,802,807	\$ -	\$ 145,328	\$ 3,948,135
Employee Benefits (3000-3999)	\$ 6,091,619	\$ 60,568	\$ 51,149	\$ 6,203,335
Books and Supplies (4000-4999)	\$ 2,942,211	\$ -	\$ -	\$ 2,942,211
Services, Other Operating Expenses (5000-5999)	\$ 3,614,808	\$ -	\$ -	\$ 3,614,808
Capital Outlay (6000-6599)	\$ 215,886	\$ -	\$ -	\$ 215,886
Other Outgo (7100-7299) (7400-7499)	\$ 790,337	\$ -	\$ -	\$ 790,337
Direct Support/Indirect Cost (7300-7399)	\$ 128,470	\$ -	\$ -	\$ 128,470
Other Adjustments				
TOTAL EXPENDITURES	\$ 23,486,220	\$ 364,927	\$ 234,858	\$ 24,086,005
OPERATING SURPLUS (DEFICIT)	\$ (9,238,414)	\$ (364,927)	\$ (234,858)	\$ (9,838,199)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 8,978,953	\$ -	\$ -	\$ 8,978,953
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (259,461)	\$ (364,927)	\$ (234,858)	\$ (859,246)
BEGINNING BALANCE	\$ 2,594,765			\$ 2,594,765
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,335,304	\$ (364,927)	\$ (234,858)	\$ 1,735,519
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,335,304	\$ (364,927)	\$ (234,858)	\$ 1,735,519
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Other Assignments (9780)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/21)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 53,448,851	\$ -	\$ -	\$ 53,448,851
Remaining Revenues (8100-8799)	\$ 16,064,883	\$ -	\$ -	\$ 16,064,883
TOTAL REVENUES	\$ 69,513,734	\$ -	\$ -	\$ 69,513,734
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 30,594,471	\$ 845,443	\$ 106,614	\$ 31,546,528
Classified Salaries (2000-2999)	\$ 10,388,002	\$ -	\$ 403,688	\$ 10,791,690
Employee Benefits (3000-3999)	\$ 16,346,788	\$ 168,243	\$ 142,080	\$ 16,657,111
Books and Supplies (4000-4999)	\$ 5,493,323	\$ -	\$ -	\$ 5,493,323
Services, Other Operating Expenses (5000-5999)	\$ 6,748,362	\$ -	\$ -	\$ 6,748,362
Capital Outlay (6000-6599)	\$ 392,540	\$ -	\$ -	\$ 392,540
Other Outgo (7100-7299) (7400-7499)	\$ 877,228	\$ -	\$ -	\$ 877,228
Direct Support/Indirect Cost (7300-7399)	\$ (13,384)	\$ -	\$ -	\$ (13,384)
Other Adjustments				
TOTAL EXPENDITURES	\$ 70,827,330	\$ 1,013,686	\$ 652,383	\$ 72,493,399
OPERATING SURPLUS (DEFICIT)	\$ (1,313,596)	\$ (1,013,686)	\$ (652,383)	\$ (2,979,665)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 250,000		\$ -	\$ 250,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 182,770	\$ -	\$ -	\$ 182,770
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,246,366)	\$ (1,013,686)	\$ (652,383)	\$ (2,912,435)
BEGINNING BALANCE	\$ 21,318,842			\$ 21,318,842
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 20,072,476	\$ (1,013,686)	\$ (652,383)	\$ 18,406,407
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,678	\$ -	\$ -	\$ 145,678
Restricted Reserves (9740)	\$ 2,335,304	\$ (364,927)	\$ (234,858)	\$ 1,735,519
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,562,471	\$ -	\$ -	\$ 5,562,471
Reserve for Economic Uncertainties (9789)	\$ 2,135,000	\$ 30,411	\$ 19,571	\$ 2,184,982
Unassigned/Unappropriated (9790)	\$ 9,894,023	\$ (679,169)	\$ (437,097)	\$ 8,777,757

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	2020-21	2021-22	2022-23
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 53,448,851	\$ 55,477,337	\$ 55,245,259
Remaining Revenues (8100-8799)	\$ 16,064,883	\$ 13,962,743	\$ 12,607,596
TOTAL REVENUES	\$ 69,513,734	\$ 69,440,080	\$ 67,852,855
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 31,546,528	\$ 32,188,808	\$ 32,198,581
Classified Salaries (2000-2999)	\$ 10,791,690	\$ 10,718,751	\$ 10,825,939
Employee Benefits (3000-3999)	\$ 16,657,111	\$ 17,786,710	\$ 18,780,283
Books and Supplies (4000-4999)	\$ 5,493,323	\$ 3,004,724	\$ 2,799,695
Services, Other Operating Expenses (5000-5999)	\$ 6,748,362	\$ 4,708,485	\$ 4,554,569
Capital Outlay (6000-6999)	\$ 392,540	\$ 414,573	\$ 427,009
Other Outgo (7100-7299) (7400-7499)	\$ 877,228	\$ 861,400	\$ 887,242
Direct Support/Indirect Cost (7300-7399)	\$ (13,384)	\$ (150,618)	\$ (155,136)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 72,493,399	\$ 69,532,833	\$ 70,318,182
OPERATING SURPLUS (DEFICIT)	\$ (2,979,665)	\$ (92,753)	\$ (2,465,327)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 250,000	\$ 250,000	\$ 250,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 182,770	\$ 182,770	\$ 182,770
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,912,435)	\$ (25,523)	\$ (2,398,097)
BEGINNING BALANCE	\$ 21,318,842	\$ 18,406,407	\$ 18,380,884
CURRENT-YEAR ENDING BALANCE	\$ 18,406,407	\$ 18,380,884	\$ 15,982,788
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 145,678	\$ 145,000	\$ 145,000
Restricted Reserves (9740)	\$ 1,735,519	\$ 1,999,539	\$ 2,237,492
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,562,471	\$ 3,608,349	\$ 3,511,115
Reserve for Economic Uncertainties (9789)	\$ 2,184,982	\$ 2,091,468	\$ 2,115,029
Unassigned/Unappropriated (9790)	\$ 8,777,757	\$ 10,536,528	\$ 7,974,152

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2020-21	2021-22	2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 72,676,169	\$ 69,715,603	\$ 70,500,952
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 2,180,285	\$ 2,091,468	\$ 2,115,029

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 2,184,982	\$ 2,091,468	\$ 2,115,029
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,777,757	\$ 10,536,528	\$ 7,974,152
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 10,962,739	\$ 12,627,996	\$ 10,089,180
h.	Reserve for Economic Uncertainties Percentage	3.01%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

Column 3 on page 4 (Other Revisions) includes increases in salaries and benefits for classified and non-represented employees.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fountain Valley School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the FVEA Bargaining Unit, during the term of the agreement from July 01, 2020 to June 30, 2021.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	\$ 1,666,069
Ending Balance Increase (Decrease)	\$ (1,666,069)

N/A ____ (No budget revisions necessary)



District Superintendent
(Signature)

5/4/2021
Date



Chief Business Officer
(Signature)

5/4/2021
Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

_____	5/20/2021
District Superintendent (or Designee)	Date
(Signature)	

_____	5/20/2021
President or Clerk of Governing Board	Date
(Signature)	

Christine Fullerton	714-843-3200
_____	_____
Contact Person	Phone



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Agreement between FVEA and FVSD**
DATE: May 6, 2021

Background:

On April 26, 2021, Fountain Valley Education Association (FVEA) and Fountain Valley School District (FVSD) reached a “Tentative Agreement” on all matters subject to collective bargaining for the contract years July 1, 2020 through June 30, 2021. The agreement includes the following compensation increases for 2020-2021:

- 2.00% increase to the 2019-2020 certificated salary schedule, effective July 1, 2020;
- Addition of a \$4000 stipend to Column III Steps 1-3 and \$2000 to Column III Steps 4-7 to the Speech and Language Pathologist/School Nurse certificated salary schedule, effective July 1, 2020.
- An increase of \$500 to the District’s contribution to health and welfare benefits, increasing the District’s contribution to health and welfare from \$10,500 to \$11,000, effective January 1, 2022.
- A one-time payment of \$1000 to current certificated unit members working 50% or more and \$500 to current certificated unit members working less than 50% of a certificated contract.
- Addition of the following certificated stipends:
 - Speech and Language Pathologist CF Supervisor \$1800
 - PAL Advisor \$1000
 - GATE Teacher Lead \$1000

On May 17, 2021 the Association notified the District their members ratified these changes to the collective bargaining agreement. With the Fountain Valley School District’s Board of Trustee’s ratification, these changes become part of the 2020-2021 Certificated Agreement.

Recommendation:

It is recommended that the Board of Trustees approves this agreement between FVSD FVEA dated April 26, 2021.

**Tentative Agreement Between
Fountain Valley Education Association
And
Fountain Valley School District
April 26, 2021**

The Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) agree to the following:

1. A 2.00% salary increase to the certificated salary schedule, retroactive to July 1, 2020.
2. Addition of the following stipends to the Speech and Language Pathologists/Nurses' certificated salary schedule effective July 1, 2020:
 - \$4000 to Column III Steps 1 - 3
 - \$2000 to Column III Steps 4-7
3. An increase of \$500 to health and welfare benefit cap for each full-time certificated bargaining unit member, increasing the District's annual contribution to \$11,000 and an increase of \$250 for each part-time certificated bargaining unit member, increasing the District's annual contribution to \$5,500, effective January 1, 2022.
4. A one-time payment of \$1000 to current certificated bargaining unit members working 50% or more of a certificated contract. The stipend payment shall be pro-rated for current unit members serving less than a full school year.
5. A one-time payment of \$500 to current certificated bargaining unit members working less than 50% of a certificated contract. The stipend payment shall be pro-rated for current unit members serving less than a full school year.
6. Formation of a joint committee to develop certificated job descriptions.
7. Formation of an introductory joint committee to meet prior to the end of the 2020-2021 school year to begin the process of researching the feasibility of prep periods for middle school. The committee will continue this work in the fall of 2021.
8. Formation of an introductory joint committee to meet prior to the end of the 2020-2021 school year to begin the process of researching the feasibility of planning time for elementary school. The committee will continue this work in the fall of 2021.

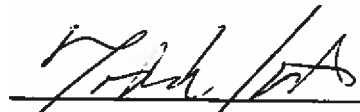
LANGUAGE CHANGES/ADDITIONS

ARTICLE VII: _____ WAGES

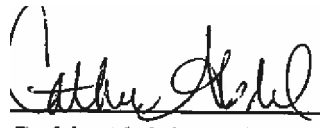
W.STIPENDS

Speech and Language Pathologist CF Supervisor	\$1,800
PAL Advisor	\$1,000
GATE Teacher Lead	\$1,000

Executed this day of



Todd Kubota, Chief Negotiator
Fountain Valley Education Association



Cathie Abdel, Assistant Superintendent, Personnel
Fountain Valley School District



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of AB1200 Public Disclosure of Collective Bargaining Agreement between the California School Employees Association Chapter #358 and the Fountain Valley School District**
DATE: May 10, 2021

Background:

On April 27, 2021, the California School Employees Association Chapter #358 (CSEA) and the Fountain Valley School District (FVSD) reached a “Tentative Agreement” on all matters of bargaining for the 2020-21 contract year. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

The tentative agreement includes the following compensation increases for 2020-2021:

- A 2% salary increase to the classified salary schedule retroactive to July 1, 2020.
- An increase of \$500 to health and welfare benefits for each full-time classified bargaining unit member, increasing the District's contribution to \$11,000 and an additional increase of \$250 for each part-time classified bargaining unit members working 20 to 29.99 hours a week, increasing the District's contribution to \$5,500.00, effective January 1, 2022.
- A one-time payment of \$1,000 to current classified unit members working 20 hours or more a week. Stipend payment shall be pro-rated for current unit members serving less than a full school year.
- A one-time payment of \$500 to current classified unit members working less than 20 hours a week. Stipend payment shall be pro-rated for current unit members serving less than a full school year.

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with **AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449**, for the agreement between CSEA and FVSD.

Fiscal Impact:

The fiscal impact of this settlement for certificated bargaining unit members is estimated to be approximately \$480,206 in the current year. Details of the impact are included in the attached “Disclosure of Collective Bargaining Agreement.” This agreement will be effective for the period from July 1, 2020 thru June 30, 2021.

Recommendation:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between FVSD and CSEA for the 2020-21 school year.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fountain Valley Elementary School District - California School Employees

School District - Bargaining Unit: Association, Chapter 358 (CSEA)

Certificated, Classified, Other: Classsified

The proposed agreement covers the period beginning: July 1, 2020 and ending: June 30, 2021
(date) (date)

The Governing Board will act upon this agreement on: May 20, 2021
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2020-21	Year 2 Increase/(Decrease) FY 2021-22	Year 3 Increase/(Decrease) FY 2022-23
1 Salary Schedule Increase (Decrease)	\$ 7,904,484	\$ 158,090		\$ -
		2.00%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ 183,463	\$ 211,669	\$ -	\$ -
		115.37%	0.00%	0.00%
Description of other compensation	Additional Duty, Stipends, Overtime, etc.	One-time payments plus on-schedule increase to other compensation		
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 2,318,153	\$ 110,447		\$ -
		4.76%	0.00%	0.00%
5 Health/Welfare Plans	\$ 933,357	\$ -	\$ 34,750	\$ 34,750
		0.00%	3.72%	3.72%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 11,339,457	\$ 480,206	\$ 34,750	\$ 34,750
7 Total Number of Represented Employees (Use FTEs if appropriate)	161.8	161.8	161.8	161.8
8 Total Compensation Average Cost per Employee	\$ 70,072	\$ 2,967	\$ 215	\$ 215
		4.23%	0.31%	7.24%

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District and CSEA have reached an agreement for the 2020-21 school year. The total salary increase is comprised of a 2.0% on-schedule increase to the 2019-20 salary schedule (retroactive to 7/1/20), a one-time payment of \$1,000 to current classified bargaining unit members working 20 hours or more a week/\$500 to current classified bargaining unit members working less than 20 hours a week. The one-time payment shall be prorated for current unit members serving less than a full school year. In addition, there is an increase of \$500 to health & welfare benefit cap for each full-time classified bargaining unit member, increasing the District's annual contribution to \$11,000 and an increase of \$250 for each part-time classified bargaining unit member, increasing the District's annual contribution to \$5,500, effective January 1, 2022. The fiscal impact to the General Fund of this recent settlement is estimated to be approximately \$480,206 in 2020-21 and \$34,750 in 2021-22 & 2022-23.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

None.

11. Please include comments and explanations as necessary.

None.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefit Yes No

If yes, please describe the cap amount.

Effective 1/1/22, The negotiated health & wellness cap will increase \$500 for each full-time classified bargaining unit member, increasing the District's annual contribution to \$11,000 and an increase of \$250 for each part-time classified bargaining unit member working 20 to 29.99 hours a week, increasing the District's annual contribution to \$5,500.

B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Changes to articles 10: Hours & 18: Term, in addition to an increase in hours for Health Assistants and Kindergarten Aides. See tentative agreement.

C. What are the specific impacts on instructional and support programs to accommodate the settlement?

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Projected operating deficits over the next couple of years as the District spends down one-time and carryover supplemental funds.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None.

G. Source of Funding for Proposed Agreement

1. Current Year

LCFF revenues.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

On-going costs will be funded by on-going LCFF revenues.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/21)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 53,448,851	\$ -	\$ -	\$ 53,448,851
Remaining Revenues (8100-8799)	\$ 1,817,077	\$ -	\$ -	\$ 1,817,077
TOTAL REVENUES	\$ 55,265,928	\$ -	\$ -	\$ 55,265,928
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 24,694,389	\$ -	\$ 609,316	\$ 25,303,705
Classified Salaries (2000-2999)	\$ 6,585,195	\$ 236,646	\$ 21,715	\$ 6,843,556
Employee Benefits (3000-3999)	\$ 10,255,169	\$ 70,686	\$ 127,920	\$ 10,453,776
Books and Supplies (4000-4999)	\$ 2,551,112	\$ -	\$ -	\$ 2,551,112
Services, Other Operating Expenses (5000-5999)	\$ 3,133,554	\$ -	\$ -	\$ 3,133,554
Capital Outlay (6000-6599)	\$ 176,654	\$ -	\$ -	\$ 176,654
Other Outgo (7100-7299) (7400-7499)	\$ 86,891	\$ -	\$ -	\$ 86,891
Direct Support/Indirect Cost (7300-7399)	\$ (141,854)	\$ -	\$ -	\$ (141,854)
Other Adjustments				
TOTAL EXPENDITURES	\$ 47,341,110	\$ 307,332	\$ 758,952	\$ 48,407,394
OPERATING SURPLUS (DEFICIT)	\$ 7,924,818	\$ (307,332)	\$ (758,952)	\$ 6,858,534
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 250,000		\$ -	\$ 250,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 182,770	\$ -	\$ -	\$ 182,770
CONTRIBUTIONS (8980-8999)	\$ (8,978,953)	\$ -	\$ -	\$ (8,978,953)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (986,905)	\$ (307,332)	\$ (758,952)	\$ (2,053,189)
BEGINNING BALANCE	\$ 18,724,077			\$ 18,724,077
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 17,737,172	\$ (307,332)	\$ (758,952)	\$ 16,670,888
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,678	\$ -	\$ -	\$ 145,678
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,562,471	\$ -	\$ -	\$ 5,562,471
Reserve for Economic Uncertainties (9789)	\$ 2,135,000	\$ 14,406	\$ 35,576	\$ 2,184,982
Unassigned/Unappropriated (9790)	\$ 9,894,023	\$ (321,738)	\$ (794,528)	\$ 8,777,757

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/21)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 14,247,806	\$ -	\$ -	\$ 14,247,806
TOTAL REVENUES	\$ 14,247,806	\$ -	\$ -	\$ 14,247,806
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 5,900,082	\$ -	\$ 342,740	\$ 6,242,822
Classified Salaries (2000-2999)	\$ 3,802,807	\$ 133,113	\$ 12,215	\$ 3,948,135
Employee Benefits (3000-3999)	\$ 6,091,619	\$ 39,761	\$ 71,956	\$ 6,203,336
Books and Supplies (4000-4999)	\$ 2,942,211	\$ -	\$ -	\$ 2,942,211
Services, Other Operating Expenses (5000-5999)	\$ 3,614,808	\$ -	\$ -	\$ 3,614,808
Capital Outlay (6000-6599)	\$ 215,886	\$ -	\$ -	\$ 215,886
Other Outgo (7100-7299) (7400-7499)	\$ 790,337	\$ -	\$ -	\$ 790,337
Direct Support/Indirect Cost (7300-7399)	\$ 128,470	\$ -	\$ -	\$ 128,470
Other Adjustments				
TOTAL EXPENDITURES	\$ 23,486,220	\$ 172,874	\$ 426,911	\$ 24,086,005
OPERATING SURPLUS (DEFICIT)	\$ (9,238,414)	\$ (172,874)	\$ (426,911)	\$ (9,838,199)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 8,978,953	\$ -	\$ -	\$ 8,978,953
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (259,461)	\$ (172,874)	\$ (426,911)	\$ (859,246)
BEGINNING BALANCE	\$ 2,594,765			\$ 2,594,765
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,335,304	\$ (172,874)	\$ (426,911)	\$ 1,735,519
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 2,335,304	\$ (172,874)	\$ (426,911)	\$ 1,735,519
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Other Assignments (9780)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/11/21)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 53,448,851	\$ -	\$ -	\$ 53,448,851
Remaining Revenues (8100-8799)	\$ 16,064,883	\$ -	\$ -	\$ 16,064,883
TOTAL REVENUES	\$ 69,513,734	\$ -	\$ -	\$ 69,513,734
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 30,594,471	\$ -	\$ 952,057	\$ 31,546,528
Classified Salaries (2000-2999)	\$ 10,388,002	\$ 369,759	\$ 33,929	\$ 10,791,690
Employee Benefits (3000-3999)	\$ 16,346,788	\$ 110,447	\$ 199,876	\$ 16,657,111
Books and Supplies (4000-4999)	\$ 5,493,323	\$ -	\$ -	\$ 5,493,323
Services, Other Operating Expenses (5000-5999)	\$ 6,748,362	\$ -	\$ -	\$ 6,748,362
Capital Outlay (6000-6599)	\$ 392,540	\$ -	\$ -	\$ 392,540
Other Outgo (7100-7299) (7400-7499)	\$ 877,228	\$ -	\$ -	\$ 877,228
Direct Support/Indirect Cost (7300-7399)	\$ (13,384)	\$ -	\$ -	\$ (13,384)
Other Adjustments				
TOTAL EXPENDITURES	\$ 70,827,330	\$ 480,206	\$ 1,185,863	\$ 72,493,399
OPERATING SURPLUS (DEFICIT)	\$ (1,313,596)	\$ (480,206)	\$ (1,185,863)	\$ (2,979,665)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 250,000		\$ -	\$ 250,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 182,770	\$ -	\$ -	\$ 182,770
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,246,366)	\$ (480,206)	\$ (1,185,863)	\$ (2,912,435)
BEGINNING BALANCE	\$ 21,318,842			\$ 21,318,842
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 20,072,476	\$ (480,206)	\$ (1,185,863)	\$ 18,406,407
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,678	\$ -	\$ -	\$ 145,678
Restricted Reserves (9740)	\$ 2,335,304	\$ (172,874)	\$ (426,911)	\$ 1,735,519
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,562,471	\$ -	\$ -	\$ 5,562,471
Reserve for Economic Uncertainties (9789)	\$ 2,135,000	\$ 14,406	\$ 35,576	\$ 2,184,982
Unassigned/Unappropriated (9790)	\$ 9,894,023	\$ (321,738)	\$ (794,528)	\$ 8,777,757

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	2020-21	2021-22	2022-23
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 53,448,851	\$ 55,477,337	\$ 55,245,259
Remaining Revenues (8100-8799)	\$ 16,064,883	\$ 13,962,743	\$ 12,607,596
TOTAL REVENUES	\$ 69,513,734	\$ 69,440,080	\$ 67,852,855
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 31,546,528	\$ 32,188,808	\$ 32,198,581
Classified Salaries (2000-2999)	\$ 10,791,690	\$ 10,718,751	\$ 10,825,939
Employee Benefits (3000-3999)	\$ 16,657,111	\$ 17,786,710	\$ 18,780,283
Books and Supplies (4000-4999)	\$ 5,493,323	\$ 3,004,724	\$ 2,799,695
Services, Other Operating Expenses (5000-5999)	\$ 6,748,362	\$ 4,708,485	\$ 4,554,569
Capital Outlay (6000-6999)	\$ 392,540	\$ 414,573	\$ 427,009
Other Outgo (7100-7299) (7400-7499)	\$ 877,228	\$ 861,400	\$ 887,242
Direct Support/Indirect Cost (7300-7399)	\$ (13,384)	\$ (150,618)	\$ (155,136)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 72,493,399	\$ 69,532,833	\$ 70,318,182
OPERATING SURPLUS (DEFICIT)	\$ (2,979,665)	\$ (92,753)	\$ (2,465,327)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 250,000	\$ 250,000	\$ 250,000
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 182,770	\$ 182,770	\$ 182,770
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (2,912,435)	\$ (25,523)	\$ (2,398,097)
BEGINNING BALANCE	\$ 21,318,842	\$ 18,406,407	\$ 18,380,884
CURRENT-YEAR ENDING BALANCE	\$ 18,406,407	\$ 18,380,884	\$ 15,982,788
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 145,678	\$ 145,000	\$ 145,000
Restricted Reserves (9740)	\$ 1,735,519	\$ 1,999,539	\$ 2,237,492
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 5,562,471	\$ 3,608,349	\$ 3,511,115
Reserve for Economic Uncertainties (9789)	\$ 2,184,982	\$ 2,091,468	\$ 2,115,029
Unassigned/Unappropriated (9790)	\$ 8,777,757	\$ 10,536,528	\$ 7,974,152

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2020-21	2021-22	2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 72,676,169	\$ 69,715,603	\$ 70,500,952
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 2,180,285	\$ 2,091,468	\$ 2,115,029

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 2,184,982	\$ 2,091,468	\$ 2,115,029
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,777,757	\$ 10,536,528	\$ 7,974,152
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 10,962,739	\$ 12,627,996	\$ 10,089,181
h.	Reserve for Economic Uncertainties Percentage	3.01%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain variance below:

N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

Column 3 on page 4 (Other Revisions) includes increases in salaries and benefits for certificated and non-represented employees.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

_____ District Superintendent (or Designee) (Signature)	5/20/2021 _____ Date
-----------------------------------------------------------------------------	-----------------------------------

_____ President or Clerk of Governing Board (Signature)	5/20/2021 _____ Date
-----------------------------------------------------------------------------	-----------------------------------

Christine Fullerton _____ Contact Person	714-843-3200 _____ Phone
-------------------------------------------------------	---------------------------------------



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: Agreement between CSEA Chapter #358 and FVSD
DATE: May 6, 2021

Background:

On April 27, 2021 Fountain Valley School District (FVSD) and California School Employees Association (CSEA) and its' Fountain Valley Chapter #358 reached a tentative agreement for 2020-2021. The tentative agreement was ratified by CSEA Chapter #358 on May 17, 2021 and includes the following total compensation increase:

1. A 2.00% salary increase to the 2019-2020 classified salary schedule, retroactive to July 1, 2020.
2. An increase of \$500.00 to the District's contribution to health and welfare benefits for each full-time classified bargaining unit member, increasing the District's contribution to \$11,000 effective January 1, 2022, and an increase of \$250.00 for each part time classified bargaining unit member working 20 to 29.99 hours a week, increasing the District's contribution to \$5,500 effective January 1, 2022.
3. A one-time payment of \$1000 to current classified unit members working 20 hours or more a week and \$500 to current classified unit members working less than 20 hours a week.

The agreement also includes language additions and changes related to Article 1 - Agreement and Article 10 – Hours.

Recommendation:

It is recommended that the Board of Trustees approves the agreement between the FVSD and CSEA and its Fountain Valley Chapter #358 dated April 27, 2021.

Tentative Agreement Between
Fountain Valley School District and
CSEA and its Fountain Valley Chapter #358
July 1, 2020– June 30, 2021
April 27, 2021

The Fountain Valley School District and its Fountain Valley CSEA Chapter #358 reached an agreement on all matters of bargaining for the 2020-21 contract year on April 27, 2021. The specific details of this tentative agreement are as follows:

1. A 2% salary increase to the classified salary schedule retroactive to July 1, 2020.
2. An increase of \$500 to health and welfare benefits for each full-time classified bargaining unit member, increasing the District's contribution to \$11,000.00 and an additional increase of \$250 for each part-time classified bargaining unit members working 20 to 29.99 hours a week, increasing the District's contribution to \$5,500.00, effective January 1, 2022.
3. A one-time payment of \$1000 to current classified unit members working 20 hours or more a week. Stipend payment shall be pro-rated for current unit members serving less than a full school year.
4. A one-time payment of \$500 to current classified unit members working less than 20 hours a week. Stipend payment shall be pro-rated for current unit members serving less than a full school year.

CONTRACT LANGUAGE ADDITIONS/CHANGES

ARTICLE 1: AGREEMENT

This agreement covering the ~~2017-2018~~ 2020-2021 fiscal year was approved by California School Employees Association (~~hereinafter referred to as "Association"~~); and its Fountain Valley Chapter #358 (hereinafter referred to as "Association") on ~~May 1, 2018~~ [insert new approval date upon chapter ratification] and approved by the Fountain Valley School District Board of Trustees (~~hereinafter referred to as the "District"~~) on ~~May 10, 2018~~ [insert new date upon Board approval].

ARTICLE 10: HOURS

10.10.8.3 If a custodial employee is approved to take vacation during the summer recess period the District shall make a good faith effort to secure a substitute.

ARTICLE 18: TERM

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

This Agreement shall remain in full force and effective beginning July 1, ~~2017~~ 2020, and ending June 30, ~~2020~~ 2023, and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other, in writing by March 1, of its request to modify, amend, or terminate this Agreement. Executed this ~~18th day of April 2018~~ 27th day of April 2021.

OTHER

Effective July 1, 2021 Health Assistant hours will be increased to 27.5 hours per week.

FVSD and CSEA agreed to enter into a Memorandum of Understanding for the 2021-2022 school year that increases Kindergarten aide hours from 12.5 hours a week/2.5 hours a day, to 17.5 hours per week/3.5 hours a day, for the 2021-2022 school year to provide support in kindergarten and 1st grade classes. The MOU will expire on June 30, 2022.

Executed this 27th day of April, 2021.



Gordon Llanos, President CSEA #358



Cathie Abdel, Assistant Superintendent, Personnel



Amy Gonzalez, CSEA/LRR



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: **Disclosure of Management and Confidential Employees Salary
 Increases**
 DATE: May 3, 2021

Background:

Management and confidential employees in the Fountain Valley School District are not represented by a bargaining unit. Historically these District employees have received similar salary increases as the District's bargaining unit members. The District recently concluded negotiations with the Fountain Valley Education Association (FVEA) and the California School Employees Association, Chapter 358 (CSEA) for the 2020-21 fiscal year. FVEA and CSEA members agreed to a total ongoing increase to the 2020-21 salary schedule of two percent (2.0%) plus a one-time payment of \$1,000 to current bargaining unit members working 50% or more of a certificated or 20 hours or more a week, in the case of classified employees. The one-time payment is \$500 for current certificated bargaining unit members working less than 50% of a certificated contract or classified employees working less than 20 hours a week.

Furthermore, there is an increase of \$500 to the health & welfare benefit cap for each full-time bargaining unit member, increasing the District's annual contribution to \$11,000 and an increase of \$250 for each part-time bargaining unit member, increasing the District's annual contribution to \$5,500, effective January 1, 2022. The District's management and confidential employees will receive similar salary and benefits increases as those outlined above for bargaining unit members.

Fiscal Impact:

The impact of the salary increases for confidential and management employees to the 2020-21 budget are detailed in the following table:

<i>Description</i>	<i>Budget Impact</i>
Salaries	\$140,543
Statutory Benefits	<u>\$31,632</u>
Total	\$172,175

Recommendation:

It is recommended that the Board of Trustees approves the Disclosure of Management and Confidential Employees Salary Increases for the 2020-21 school year.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_1IBTdr_6TU2vCCioUK2wrw

April 15, 2021

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 6:34pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

Mr. Cunneen led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

SPECIAL PRESENTATIONS

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Sandra Crandall presented the 2020-21 Outstanding Service Award to Connie Wadsley. The Board was joined by staff and the community in celebrating Mrs. Wadsley for her dedicated service to the students and staff of the Fountain Valley School District.

OUTSTANDING
SERVICE AWARDS
PRESENTATION TO
CONNIE WADSLEY

Following this, the Board took a brief recess.

The Board of Trustees is pleased to join our staff and community in celebrating Chris Mullin, Principal, Newland School, as Fountain Valley School District’s 2020-21 Administrator of the Year. Mr. Mullin was celebrated this evening by the Board of Trustees, staff and his family.

CELEBRATION OF
FOUNTAIN VALLEY
SCHOOL DISTRICT
ADMINISTRATOR OF
THE YEAR,
PRINCIPAL CHRIS
MULLIN

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Gisler School and seven outstanding students from Newland School. From Newland School, the Board celebrated Leo Sandoval (K), Emily Delaney (1st), Ava Baran (2nd), Joy Gray (3rd), Calvin Tang (4th), Nolan Merkel (5th) and Lamson Tran (5th). From Gisler School, the Board honored Thanner Duong (K), Hudson Bui (1st), Platon Kopiev (2nd), Bailey Nunn (3rd), Makyla Dahlen (4th) and Shawn Busch (5th). The Board was joined by staff, parents and the community in celebrating the fantastic accomplishments of these students.

RECOGNITION OF
STUDENTS FROM
GISLER SCHOOL AND
NEWLAND SCHOOL

Following these recognitions, the Board took a brief recess.

STAFF REPORTS AND PRESENTATIONS

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission’s proposed budget for 2020-21. The Public Hearing shall be held on April 22, 2021 at 3:30PM. Public input will be welcomed.

ANNOUNCEMENT OF
PUBLIC HEARING
FOR PERSONNEL
COMMISSION
BUDGET (WRITTEN
ONLY)

Superintendent Dr. Mark Johnson and Assistant Superintendent, Educational Services Dr. Steve McLaughlin led the Board of Trustees through an update and further discussion of the Fountain Valley School District’s 2020-21 COVID-19 Safety Plan (formerly known as Reopening Schools Plan). Dr. Johnson shared a review of direction from the Board given at the special meeting on March 31, and updated guidance for schools given the County’s status in the orange tier. In addition, he reviewed the instructional models apart of the recent announcement that elementary students will be brought back to campus in a modified traditional model. Following this, Dr. McLaughlin shared greater detail of additional in person time for hybrid students including an overview of considerations, elementary students returning to a full day schedule beginning April 26th, with modified day on Mondays for teacher planning (as previously done) and full days Tuesday through Friday, with staggered end times for primary and upper

UPDATE AND
DISCUSSION ON 2020-
21 COVID-19 SAFETY
PLAN (FORMERLY
KNOWN AS
REOPENING
SCHOOLS PLAN) FOR
THE FOUNTAIN
VALLEY SCHOOL
DISTRICT

grades, meeting and/or exceeding the State minimum requirements for instructional minutes (meaning there will no longer be a need for asynchronous work). He reviewed, as well, the return to full day schedules for elementary SDC students beginning April 19th, again with modified days on Mondays for teacher planning and full days Tuesday through Friday, with staggered end times for primary and upper grades. Following this, Dr. McLaughlin reviewed the current schedule for middle school students, including expanded intervention services two days on campus and during asynchronous times beginning the week of April 26th. In addition, he shared the fuller day schedules for middle school SDC students starting April 26th. More so, he shared the work being done to provide fuller or full days for our middle school students with an anticipated date of plans finalizing on April 19th with an anticipated start date of May 3rd, noting the complexity of middle schools. In addition, Dr. McLaughlin shared the superintendent's message regarding FVSDConnected and the limitations on making any moves at this time. Moreover, Dr. McLaughlin shared some dates going forward, including our Connected students joining plans for in person 8th grade promotion at their home site, 5th grade activities at their home site, lawn signs from home schools, continued enrichment activities and FVSDConnected in person event(s) prior to the end of the year. In closing, Dr. Johnson thanked the many stakeholders that made all of this possible, including our students, teachers, support staff, leaders, parents and families, PTA/PTO, office managers and assistants, site leadership teams, bus drivers, intervention teachers, custodians, ESP/CDC staff, DO staff, Food Services, IT, Human Resources, Business Services, FVSF, City partners, Ed Services, Bilingual support, instructional assistants, noon duty aides, FVSDConnected staff and our of Board of Trustees. He highlighted the FVSD Family and thanked all of the people who have contributed to helping our students through this and bringing them back for a full day.

BOARD REPORTS AND COMMUNICATIONS

Mr. Schultz's activities since the last meeting included: visits to Plavan and Gisler Schools. He thanked staff for the job they are doing in addition to the parents who have reached out to the Board with their comments. He asked as well that those parents reaching out to the Board join him in writing our President, Governor and legislators requesting additional funding for our teachers, students and classrooms, noting that FVSD is one of the lowest funded districts in the county. In addition, he suggested they also email their student's teacher to express their appreciation for their

efforts. He thanked our teachers and support staff for their efforts to make this district better.

Mrs. Schultz noted missing the opportunity to visit our schools and that she looks forward to the chance to resume these visits in the regular format. She noted that she continues to receive reports from our community members with the desire to get vaccinated. While many have been vaccinated, many more are still anxious for their chance. She noted that vaccinations are making great progress and we are getting so close.

Mr. Cunneen's activities since the last meeting included: governance workshop with fellow trustees and Dr. Johnson, Rotary Most Improved Student virtual celebration and a visit to Newland School. He noted as well the Fountain Valley GPAC joint meeting with Fountain Valley Planning Commission and Fountain Valley City Council to review the draft land use plan adopted by the GPAC and the presentation of an alternative for review with the GPAC on April 22 that will focus on reduced density/height on opportunity sites.

Mrs. Galindo extended her wishes that everyone enjoyed a wonderful spring break. In addition, she congratulated our students recognized this evening, and also commended Mr. Mullin, noting his much-deserved recognition as Admin of the Year this evening. Her activities since the last meeting included: special meeting to discuss additional in person time for hybrid students, visit to Courreges School, and FVSF meeting.

Mrs. Crandall highlighted the great work of the FVSD IT department, the vast responsibilities of this department. She thanked them for their hard in support the needs of our District. Her activities since the last meeting included: CSBA Legislative Action Week virtually, Rotary Most Improved Student recognition, Rotary Every Student Succeeding recognition, visits to Newland, Gisler, Plavan, Oka and Cox, governance workshop with fellow trustees, final bond issuance for Measure O, FVSF meeting, SPC meeting. She thanked her fellow trustees for their service this month.

PUBLIC COMMENTS

There were eight requests to address the Board of Trustees. Eight commenters addressed the Board regarding opening school for additional in person instruction.

PUBLIC COMMENTS

LEGISLATIVE SESSION

- Motion: Mr. Cunneen moved to adopt Resolution 2021-17: In Celebration of May 12, 2021 as California’s Day of The Teacher and May 3-7, 2021 as Teacher Appreciation Week. RESOLUTION 2021-17: IN CELEBRATION OF MAY 12, 2021 AS CALIFORNIA’S DAY OF THE TEACHER AND MAY 3-7, 2021 AS TEACHER APPRECIATION WEEK
- Second: Mrs. Galindo
- Vote: 5-0
- Motion: Mrs. Schultz moved to adopt Resolution 2021-18: In Celebration of Fountain Valley School District’s Classified Employee Week: May 16-22, 2021. RESOLUTION 2021-18: IN CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT’S CLASSIFIED EMPLOYEE WEEK: MAY 16-22, 2021
- Second: Mrs. Crandall
- Vote: 5-0
- Motion: Mrs. Schultz moved to adopt Resolution 2021-19: Resolution of Appreciation to Our School Nurses on National School Nurse Day, May 12, 2021. RESOLUTION 2021-19: RESOLUTION OF APPRECIATION TO OUR SCHOOL NURSES ON NATIONAL SCHOOL NURSE DAY, MAY 12, 2021
- Second: Mr. Cunneen
- Vote: 5-0
- Motion: Mrs. Crandall moved to approve Proclamation of Appreciation to Our Speech/Language Pathologists During May 2021: Better Speech and Hearing Month. PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGUA GE PATHOLOGISTS DURING MAY 2021: BETTER SPEECH AND HEARING MONTH
- Second: Mr. Cunneen
- Vote: 5-0
- Motion: Mrs. Galindo moved to approve the Consent Calendar. CONSENT CALENDAR
- Second: Mr. Cunneen

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from March 11th regular meeting
- Board Meeting Minutes from March 31st special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Williams Quarterly Report for Third Quarter 2020-21
- Approval of Three-Year Contract for Audit Services with EideBailly
- Surplus Property Declaration for Information Technology Equipment
- Special Education Settlement Agreement 2020-2021 H
- Non-Public Agency Contracts

Non-public school/agency	100% contract cost	Effective dates
Secure Transportation Company, Inc.	\$5,250	3/8/21-6/30/21
Regents of the University of CA at Irvine dba The Center for Autism & Neurodev. Disorders	\$5,000	4/16/21-10/31/21

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

- Dr. Johnson Highlighted the recent last bond issuance of Measure O.
- Mrs. Fullerton Shared details regarding the sale, noting as well the upcoming presentation to the Board in May.
- Dr. Johnson Expressed his appreciation to the Board for passing the resolutions this evening to celebrate our employees, noting the great work of our nearly 700 employees to benefit our nearly 6,400 students. In addition, he highlighted Mrs. Amy Jara who was named a semifinalist for the OCDE Teacher of the Year contest. He noted being proud of her and honored to have her representing our district. In closing, he noted the opportunity to be on our elementary campuses since the announcement of the return to full day instruction. He highlighted the great celebration to come as students are reunited full time and again thanked our staff for their efforts to get us to this point.

CLOSED SESSION

Mrs. Crandall announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed: **CLOSED SESSION**

- Personnel Matters: *Government Code 54957 and 54957.1*

Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 9:04PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_nz0ScKDZQ3u8-qDhV7ZDCQ

April 21, 2021

MINUTES

President Crandall called the special meeting of the Board of Trustees to order at 6:30pm. CALL TO ORDER

The following board members were present: ROLL CALL

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

Motion: Mrs. Schultz moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

Mrs. Galindo led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

There were no requests to address the Board of Trustees. PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion:	Mrs. Schultz moved to approve the updated 2020-21 COVID-19 Safety Plan (formerly known as Reopening Schools Plan) for the Fountain Valley School District	APPROVAL OF UPDATED 2020-21 COVID-19 SAFETY PLAN (FORMERLY KNOWN AS REOPENING SCHOOLS PLAN) FOR THE FOUNTAIN
Second:	Mrs. Galindo	
Vote:	5-0	

VALLEY SCHOOL
DISTRICT

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 6:36PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
May 20, 2021

1.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.1.1	Schram, Marilyn	Speech & Language	Cox/Oka	.50
1.1.2	Whitcomb, Haley	SDC/Moderate/Severe	Fulton Middle	1.0

1.2 ASISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Zambanini, Rebecca	ELA/SS	Fulton Middle Sch	Child Bonding	05/03/2021
1.2.2	Solorzano, Joleen	K/1 Combo	Gisler School	Medical	04/28/2021
1.2.3	Evans, Jill	ELA/SS	Masuda Middle Sch	Maternity	05/15/2021
1.2.4	Huffman, Brittany	Kindergarten	Newland School	Maternity	05/03/2021
1.2.5	Jordan-Bragdon, Cynthia	Kindergarten	Oka School	Medical	04/28/2021
1.2.6	Clark, Christina	Math	Talbert Middle Sch	Medical	05/17/2021
1.2.7	Nguyen, Amiee	Math	Talbert Middle Sch	Maternity	04/26/2021
1.2.8	Crow, Meggan	5 th Grade	FVSD Connected	Maternity	06/07/2021
1.2.9	Levitt, Molly	Math	FVSD Connected	Maternity	04/19/2021

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.3.1	Knotts, Kim	1 st Grade	Newland School	06/25/2021
1.3.2	Raymond, Nancy	4 th Grade	Cox School	06/25/2021
1.3.3	Walton, Lorri	Math/Spanish	Masuda Middle Sch	06/25/2021

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.4.1	Skitco, Kaelin	Speech & Language	Newland/Tamura	06/25/2021

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE REVISED SCHOOL CALENDAR, MODIFIED DAY CALENDAR, HOLIDAY CALENDAR, AND START AND END DATES CALENDAR FOR 2021-2022 SCHOOL YEAR (see attachments).

1.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2020-2021 CERTIFICATED, SPEECH/LANGUAGE & SCHOOL NURSE, SCHOOL PSYCHOLOGISTS, AND CERTIFICATED MANAGEMENT SALARY SCHEDULES REFLECTING A 2.0% SALARY INCREASE EFFECTIVE JULY 1, 2020 (see attachments).

1.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE EXTRA HOURLY DUTY RATE OF PAY \$32.25 FOR ALL CERTIFICATED PERSONNEL FOR THE 2020-2021 SCHOOL YEAR.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
May 20, 2021**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Gonzalez, Cristina	Cox	Noon Duty Aide	Family Illness	04/29/2021
2.1.2	Spivey, Erin	Oka/DO	Library/Media Technician	Personal	04/12/2021
2.1.3	Castaneda, Traci	Oka	IA Moderate/Severe	Sick Leave	04/20/2021
2.1.4	Montemayor, Rachel	Fulton	Office Assistant	Maternity	06/01/2021
2.1.5	Sanchez, Carissa	Gisler/Courreges	IA & ESP Assistant	Maaternity	06/01/2021

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Macias, Mariah	Talbert	Food Service Worker	04/15/2021
2.2.2	Faust, Kristen	Masuda	Office Assistant	04/19/2021
2.2.3	Castro, Mayan	Gisler	Library/Media Technician	04/28/2021

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CLASSIFIED, CONFIDENTIAL AND MANAGEMENT SALARY SCHEDULES, REFLECTING A 2.00% SALARY INCREASE TO THE 2019-2020 SALARY SCHEDULES RETROACTIVE TO 07/01/2020 (see attachments)

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

May 20, 2021

EDUCATIONAL SERVICES

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1.1	NAUGHTON, Kathleen (Courreges)	To serve as GATE Lead Teacher for	\$1,000 stipend	01-026-8155-1115	2020/2021 school year
3.1.2	O'DONNELL, Kim (Cox)	their individual school sites			
3.1.3	Fockler, Beth (Fulton)				
3.1.4	VAMVAS, Allison (Gisler)				
3.1.5	RENAUD, Jennifer (Masuda)				
3.1.6	JOHNSTON, Terry (Newland)				
3.1.7	CRUZ, Michelle (Oka)				
3.1.8	RUTTER, Kelly (Plavan)				
3.1.9	MAYFIELD, Jimmy (Talbert)				
3.1.10	QUEEN, Alicia (Tamura)				
3.2.1	VIVAR, Rolando (Fulton)	Sports Coach for District Track	\$250 stipend + Benefits	01-023-2989-1115	2021/2022 school year
3.2.2	HUTCHINS, Kelly (Fulton)	Tournament			
3.2.3	ELMI, Adam (Fulton)				
3.2.4	VOSOUGH, Charles (Fulton)				
3.2.5	BARTON, Cecilia (Talbert)			01-014-3838-1115	
3.2.6	MCNALLY, Colleen (Talbert)				
3.2.7	PETRILLA, Gary (Talbert)				
3.2.8	SOTOLONGO, Joel (Talbert)				
3.2.9	SMITH, Mary (Talbert)				
3.2.10	SIEMENS, Jeff (Masuda)			01-014-4989-1115	
3.2.11	WEIRETER, Dan (Masuda)				
3.2.12	ZAHEDI, Jeff (Masuda)				

4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	CASE, Joan (Ed Services)	CGI Academy training	\$750.00	01-153-5775-5813	April 26, 2021

FOUNTAIN VALLEY SCHOOL DISTRICT 2021-2022 SCHOOL YEAR CALENDAR

Rev:5/17/2021

AUGUST	16-27 24-Tuesday	1 DAY TEACHER PRE-SERVICE SCHOOL OFFICES OPEN TO PUBLIC
SEPTEMBER	1-Wednesday 2-Thursday 6- Monday 7- Tuesday 8- Wednesday 23-Thursday 30-Thursday	STAFF DEVELOPMENT #1 STAFF DEVELOPMENT #2 LABOR DAY HOLIDAY TEACHER PRE-SERVICE FIRST DAY OF SCHOOL BACK TO SCHOOL NIGHT TK-5 BACK TO SCHOOL NIGHT 6-8
OCTOBER	15-Friday 25-29	MID TRIMESTER PARENT CONFERENCES (Modified Days)
NOVEMBER	11-Thursday 12-Friday 22-26	VETERANS DAY OBSERVED STAFF DEVELOPMENT #3 THANKSGIVING RECESS

END OF FIRST TRIMESTER 56 DAYS-DECEMBER 3

DECEMBER	20-31	WINTER RECESS
JANAURY	3-Monday 17-Monday 28-Friday	RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY MID TRIMESTER
FEBRUARY	14-Monday 16-18 21-Monday	LINCOLN'S BIRTHDAY HOLIDAY PARENT CONFERENCES (Modified Days) PRESIDENTS' DAY HOLIDAY
MARCH	4-Friday 31-Thursday	STAFF DEVELOPMENT #4 6-8 OPEN HOUSE

END OF SECOND TRIMESTER 61 DAYS- MARCH 18

APRIL	7-Thursday 11-15	TK-5 OPEN HOUSE SPRING RECESS
MAY	6-Friday 30- Monday 31-Tuesday	MID TRIMESTER MEMORIAL DAY HOLIDAY FVEA CONTRACTURAL OBLIGATION (Modified day)
JUNE	21-23 23-Thursday 28-Tuesday	MODIFIED DAYS LAST DAY OF SCHOOL SCHOOL OFFICES CLOSE TO PUBLIC

DAYS OF INSTRUCTION – 180

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

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: ALL CERTIFICATED EMPLOYEES
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **2021-2022 Calendar of Modified Days**
DATE: April 26, 2021

Please be advised of the following designations for modified day for the **2021-22** School Year.

September

2 Staff Development #1
9 Teacher Planning
16 Site Planning
23 Back-to-School TK-5/Teacher Planning 6-8
30 Back-to-School 6-8/Teacher Planning TK-5

October

7 Site Planning/Special Ed
14 Site Planning TK-5/Teacher Planning 6-8
21 Teacher Planning TK-5/Site Planning 6-8
25-29 Parent Conference

November

4 Site Planning
18 Teacher Planning

December

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

January

6 Site Planning
13 Teacher Planning/Special Ed
20 Site Planning
27 Teacher Planning

February

3 Site Planning TK-5/Teacher Planning 6-8
10 Teacher Planning TK-5/Site Planning 6-8
16-18 Parent Conference
24 Site Planning

March

3 Teacher Planning
10 Site Planning
17 Report Card Prep TK-8
24 Site Planning
31 Open House 6-8/Teacher Planning TK-5

April

7 Open House TK-5/Teacher Planning 6-8
21 Site Planning
28 Teacher Planning

May

5 Site Planning TK-5/Teacher Planning 6-8
12 Teacher Planning TK-5/Site Planning 6-8
19 Site Planning
26 Teacher Planning
31 FVEA Association Modified Day

June

2 Site Planning
9 Teacher Planning TK-5/Site Planning 6-8
16 Site Planning TK-5/Teacher Planning 6-8
21-23 Teacher Planning

Report Card Distribution

Week of December 6th Send Report Cards 6-8
Week of December 13th Send Report Cards TK-5
Week of March 21st Send Report Cards 6-8
Week of March 28th Send Report Cards TK-5
June 23rd Send Report Cards TK-8

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT
CLASSIFIED EMPLOYEES' HOLIDAY CALENDAR
2021-2022 SCHOOL YEAR

<u>HOLIDAY</u>	<u>DATE</u>	<u>DAY</u>
INDEPENDENCE DAY	July 5	Monday
LABOR DAY	September 6	Monday
VETERANS' DAY	November 11	Thursday
ADMISSION DAY (Observed)	November 24	Wednesday
THANKSGIVING DAY	November 25	Thursday
BOARD APPROVED HOLIDAY	November 26	Friday
WINTER RECESS	December 20 - January 2	
BOARD APPROVED HOLIDAY	December 23	Thursday
CHRISTMAS DAY (Observed)	December 24	Friday
BOARD APPROVED HOLIDAY	December 30	Thursday
NEW YEAR'S DAY (Observed)	December 31	Friday
MARTIN LUTHER KING DAY	January 17	Monday
LINCOLN'S BIRTHDAY	February 14	Monday
PRESIDENTS' DAY	February 21	Monday
SPRING RECESS	April 11 – April 15	
BOARD APPROVED HOLIDAY	April 15	Friday
MEMORIAL DAY	May 30	Monday

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT

2021–2022 CALENDAR

START AND END DATES FOR:

PRINCIPALS, ASST. PRINCIPALS
PROGRAM SPECIALISTS
COORDINATORS,
(210 DAYS)

AUGUST 5, 2021 TO JUNE 30, 2022
Thanksgiving Week Off

PSYCHOLOGISTS
(192 DAYS)

AUGUST 31, 2021, TO JUNE 30, 2022
Thanksgiving Week Off

12 MONTH CERTIFICATED

JULY 1, 2021 TO JUNE 30, 2022

12 MONTH CLASSIFIED -
DIRECTORS, SUPERVISORS,
CONFIDENTIALS

JULY 1, 2021 TO JUNE 30, 2022

200 DAY CLASSIFIED

AUGUST 19, 2021 TO JUNE 30, 2022
Thanksgiving Week Off

195 DAY/SUBSTITUTE TECH

AUGUST 25, 2021 TO JUNE 29, 2022
Thanksgiving Week Off

180 DAY CLASSIFIED

SEPTEMBER 8, 2021 TO JUNE 23, 2022

NOTE 1: Middle School Principals will work an additional 5 days.

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE (185 Days)
2020-2021

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	49,251	52,713	56,687	59,602	63,049
2	51,247	55,408	59,101	62,693	66,255
3	54,173	58,117	62,048	65,762	69,464
4	56,880	60,822	65,014	68,843	72,683
5	59,101	63,534	67,970	71,924	75,894
6	61,570	66,251	70,917	75,004	79,112
7	64,008	68,960	73,872	78,087	82,307
8			76,833	81,485	85,547
9			79,793	84,239	88,756
10			82,738	87,323	92,424
11					95,183
12				90,376	98,981
15				93,540	103,778
18					107,415
21					109,075
24					114,027

Extra Hourly Duty Pay: \$32.25

Board Approved: _____

Effective Date: 07-01-2020

FOUNTAIN VALLEY SCHOOL DISTRICT

**CERTIFICATED SALARY SCHEDULE 2020-2021
Speech and Language/School Nurse (195 Days)**

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	51,913	55,561	59,750	62,824	66,457
2	54,016	58,403	62,298	66,083	69,834
3	57,102	61,257	65,402	69,314	73,221
4	59,956	64,108	68,527	72,564	76,611
5	62,298	66,967	71,643	75,809	79,998
6	64,886	69,831	74,754	79,057	83,386
7	67,469	72,687	77,863	82,307	86,757
8			80,987	85,891	90,170
9			84,106	88,794	93,551
10			87,209	92,042	97,419
11					100,328
12				95,262	104,333
15				98,597	109,388
18					113,223
21					114,970
24					120,190

**Note: An additional stipend of \$4,000 paid to Column III Step 1-3
and \$2,000 to Column III Step 4-7**

Board Approved: _____
Effective Date: 07-01-2020

**FOUNTAIN VALLEY SCHOOL DISTRICT
 CERTIFICATED MANAGEMENT SALARY SCHEDULE
 PSYCHOLOGISTS
 2020-2021**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	94,551	101,847	109,115	116,752	122,634	128,768
B	5000					

RANGE A Psychologist (192 Days)

RANGE B Psychologist Intern (192 Days)

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$3000 on an annual basis is awarded to an earned doctorate. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment in the District, a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

Board Approved: _____
Effective Date: 07-01-2020

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED MANAGEMENT SALARY SCHEDULE
2020-2021

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
15	106272	111587	117165	123023	129172	135632
16	111510	117086	122941	129088	135542	142320
17	115867	121663	127743	134130	140838	147880
18	118693	124627	130860	137402	144272	151486
18A	120147	126154	132461	139085	146037	153341
19	126154	132461	139085	146037	153341	161008

RANGE 15 **Assistant Principal; Science Coordinator, Program Specialist, Autism Specialist (210 Days)**

RANGE 17 **Elementary Principal (210 Days)**

RANGE 18 **Middle School Principal (215 Days)**

RANGE 18A **Director, Support Services; Director, Educational Services (245 Days)**

RANGE 19 **Executive Director, Personnel, (245 Days)**

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$3,000 on an annual basis is awarded to an earned doctorate. The 245 days include a maximum of 24 vacation days. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment (including outside and in the District), a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year is awarded.

Board Approved: _____
Effective Date: 07-01-2020

FOUNTAIN VALLEY SCHOOL DISTRICT
Classified Salary Schedule
2020 - 2021

Range	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
1	14.73	2554	15.46	2681	16.24	2815	17.06	2957	17.92	3105
2	14.91	2584	15.65	2713	16.44	2850	17.26	2992	18.12	3140
3	15.11	2619	15.86	2750	16.67	2890	17.50	3032	18.36	3182
4	15.21	2636	15.98	2769	16.76	2906	17.61	3052	18.49	3205
5	15.40	2669	16.16	2802	16.97	2942	17.82	3088	18.72	3244
6	15.52	2690	16.29	2823	17.11	2965	17.97	3115	18.86	3269
7	15.70	2721	16.49	2857	17.31	3000	18.18	3152	19.08	3307
8	15.84	2746	16.64	2884	17.48	3030	18.35	3180	19.26	3338
9	16.04	2781	16.84	2919	17.68	3065	18.57	3219	19.50	3380
10	16.19	2806	17.00	2946	17.83	3090	18.74	3248	19.68	3411
11	16.34	2832	17.16	2975	18.03	3125	18.94	3282	19.87	3444
12	16.52	2863	17.34	3005	18.22	3157	19.13	3315	20.09	3482
13	16.67	2890	17.51	3034	18.37	3184	19.29	3344	20.27	3513
14	16.81	2913	17.65	3059	18.54	3213	19.46	3373	20.43	3542
15	17.02	2950	17.86	3096	18.77	3254	19.70	3415	20.69	3586
16	17.14	2971	18.01	3121	18.92	3279	19.85	3440	20.85	3613
17	17.34	3005	18.22	3157	19.13	3315	20.09	3482	21.10	3657
18	17.53	3038	18.42	3192	19.34	3352	20.30	3519	21.31	3694
19	17.69	3067	18.59	3223	19.53	3384	20.51	3555	21.52	3730
20	17.88	3100	18.78	3255	19.72	3419	20.70	3588	21.74	3769
21	18.07	3132	18.98	3290	19.94	3455	20.93	3629	21.99	3811
22	18.22	3157	19.14	3317	20.09	3482	21.10	3657	22.15	3840
23	18.45	3198	19.36	3355	20.32	3523	21.33	3698	22.40	3882
24	18.58	3221	19.51	3382	20.49	3552	21.51	3729	22.60	3917
25	18.78	3255	19.72	3419	20.70	3588	21.74	3769	22.82	3955
26	18.97	3288	19.94	3455	20.91	3625	21.97	3807	23.06	3998
27	19.16	3321	20.12	3488	21.12	3661	22.18	3844	23.30	4038
28	19.37	3357	20.34	3525	21.34	3700	22.41	3884	23.54	4080
29	19.54	3386	20.52	3557	21.54	3734	22.62	3921	23.75	4117
30	19.77	3427	20.75	3596	21.79	3777	22.88	3965	24.02	4163
31	19.97	3461	20.97	3634	22.02	3817	23.11	4005	24.27	4207
32	20.12	3488	21.13	3663	22.19	3846	23.30	4038	24.47	4242
33	20.36	3529	21.39	3707	22.45	3892	23.57	4086	24.75	4290
34	20.57	3565	21.59	3742	22.68	3930	23.81	4127	25.01	4334
35	20.73	3594	21.78	3775	22.86	3963	24.00	4159	25.19	4367
36	20.93	3629	21.98	3809	23.09	4002	24.24	4202	25.45	4411
37	21.16	3667	22.21	3850	23.33	4044	24.50	4246	25.72	4457
38	21.39	3707	22.45	3892	23.57	4086	24.75	4290	25.99	4505
39	21.60	3744	22.69	3932	23.81	4127	25.01	4334	26.25	4550

Board Approved: _____
 Effective 07-01-2020
 Ratified 5-__-2021
 2% increase to 2019-2020 Salary Schedule

FOUNTAIN VALLEY SCHOOL DISTRICT
Classified Salary Schedule
2020 - 2021

Range	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
40	21.82	3782	22.91	3971	24.07	4173	25.27	4380	26.54	4600
41	22.07	3825	23.16	4015	24.31	4213	25.54	4427	26.80	4646
42	22.25	3857	23.37	4052	24.54	4253	25.77	4467	27.07	4692
43	22.49	3898	23.61	4092	24.77	4294	26.02	4509	27.32	4736
44	22.71	3936	23.84	4132	25.05	4342	26.28	4555	27.60	4784
45	22.92	3973	24.08	4175	25.28	4382	26.55	4601	27.88	4832
46	23.16	4015	24.31	4213	25.54	4427	26.80	4646	28.15	4878
47	23.40	4055	24.57	4259	25.79	4471	27.09	4696	28.44	4930
48	23.64	4098	24.82	4302	26.06	4517	27.37	4744	28.73	4980
49	23.87	4138	25.07	4346	26.31	4561	27.65	4792	29.03	5032
50	24.12	4180	25.32	4388	26.59	4609	27.91	4838	29.31	5080
51	24.37	4225	25.59	4436	26.87	4657	28.22	4892	29.62	5134
52	24.61	4265	25.84	4478	27.14	4703	28.50	4940	29.90	5182
53	24.85	4307	26.09	4523	27.40	4750	28.77	4986	30.21	5236
54	25.12	4353	26.36	4569	27.69	4800	29.09	5042	30.54	5294
55	25.36	4396	26.63	4615	27.96	4846	29.35	5088	30.83	5344
56	25.59	4436	26.87	4657	28.22	4892	29.62	5134	31.11	5392
57	25.86	4482	27.15	4705	28.51	4942	29.92	5186	31.43	5448
58	26.12	4527	27.40	4750	28.79	4990	30.22	5238	31.74	5501
59	26.36	4569	27.69	4800	29.09	5042	30.54	5294	32.07	5559
60	26.60	4611	27.93	4842	29.32	5082	30.79	5336	32.33	5603
61	26.89	4661	28.25	4896	29.67	5142	31.15	5400	32.69	5667
62	27.17	4709	28.53	4946	29.95	5192	31.45	5451	33.04	5726
63	27.45	4757	28.83	4998	30.28	5248	31.78	5509	33.37	5784
64	27.72	4805	29.11	5046	30.56	5298	32.09	5563	33.69	5840
65	27.97	4848	29.38	5092	30.84	5346	32.38	5613	33.99	5892
66	28.27	4900	29.68	5144	31.16	5401	32.72	5671	34.35	5953
67	28.54	4948	29.96	5194	31.46	5453	33.05	5728	34.70	6015
68	28.84	5000	30.29	5250	31.80	5511	33.39	5788	35.07	6078
69	29.12	5048	30.59	5301	32.12	5567	33.70	5842	35.39	6134
70	29.41	5098	30.89	5353	32.43	5621	34.05	5901	35.76	6198
71	29.73	5153	31.22	5411	32.77	5680	34.41	5965	36.14	6265
72	30.02	5203	31.52	5463	33.08	5734	34.75	6023	36.48	6322
73	30.29	5250	31.80	5511	33.39	5788	35.07	6078	36.82	6382
74	30.60	5303	32.12	5567	33.73	5846	35.40	6136	37.19	6446
75	30.90	5355	32.45	5624	34.09	5909	35.78	6201	37.57	6513
76	31.21	5409	32.79	5684	34.44	5969	36.15	6267	37.96	6580
77	31.53	5465	33.10	5738	34.76	6024	36.50	6326	38.32	6642
78	31.83	5517	33.41	5792	35.10	6084	36.84	6386	38.70	6707

Board Approved: _____

Effective 07-01-2020

Ratified 5-__-2021

2% increase to 2019-2020 Salary Schedule

FOUNTAIN VALLEY SCHOOL DISTRICT
Classified Salary Schedule
2020 - 2021

Range	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
79	32.17	5576	33.78	5855	35.47	6148	37.24	6455	39.12	6780
80	32.46	5626	34.09	5909	35.79	6203	37.57	6513	39.46	6840
81	32.80	5686	34.44	5969	36.17	6269	37.96	6580	39.87	6911
82	33.13	5742	34.78	6028	36.52	6330	38.35	6647	40.27	6980
83	33.45	5798	35.13	6090	36.88	6392	38.73	6713	40.67	7049
84	33.80	5859	35.48	6149	37.26	6459	39.13	6782	41.07	7119
85	34.15	5919	35.84	6213	37.64	6524	39.52	6849	41.49	7192
86	34.48	5976	36.22	6278	38.02	6590	39.92	6919	41.92	7267
87	34.82	6036	36.57	6338	38.38	6653	40.30	6986	42.31	7334
88	35.17	6096	36.92	6399	38.76	6719	40.70	7055	42.74	7409
89	35.51	6155	37.29	6463	39.15	6786	41.11	7126	43.18	7484
90	35.88	6219	37.66	6528	39.54	6853	41.52	7197	43.60	7557
91	36.23	6280	38.04	6594	39.95	6924	41.92	7267	44.03	7632
92	36.60	6344	38.41	6657	40.35	6994	42.37	7344	44.48	7709
93	36.95	6405	38.82	6728	40.74	7061	42.78	7415	44.91	7784
94	37.33	6471	39.19	6794	41.17	7136	43.22	7492	45.39	7867
95	37.70	6534	39.59	6863	41.57	7205	43.64	7565	45.83	7943

Board Approved: _____

Effective 07-01-2020

Ratified 5-__-2021

2% increase to 2019-2020 Salary Schedule

**FOUNTAIN VALLEY SCHOOL DISTRICT
2020-2021 Salary Schedule
Confidential Employees**

	Step 1		Step 2		Step 3		Step 4		Step 5	
RANGE	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL
40	5,018	60,216	5,263	63,156	5,519	66,228	5,790	69,480	6,073	72,876
56	5,836	70,032	6,120	73,440	6,420	77,040	6,738	80,856	7,070	84,840

Range 40: Senior Administrative Secretary, Certificated and Classified Personnel Technician

Range 56: Executive Assistant

Note:

Following the 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of employment in the District, a cumulative stipend in the amount the amount of \$600, not to exceed \$4,200 in the 35th year, is awarded.

Board Approved: _____

Effective: 07/01/2020

2% increase to 2019-2020 Salary Schedule

**FOUNTAIN VALLEY SCHOOL DISTRICT
2020-2021 Salary Schedule
Classified Management**

	Step A		Step B		Step C		Step D		Step E		Step F	
RANGE	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL
7	5,699	68,388	5,976	71,712	6,268	75,216	6,576	78,912	6,900	82,800	7,244	86,928
8	6,095	73,140	6,393	76,716	6,708	80,496	7,038	84,456	7,380	88,560	7,752	93,024
10	6,679	80,148	7,006	84,072	7,350	88,200	7,708	92,496	8,087	97,044	8,492	101,904
12	7,238	86,856	7,594	91,128	7,967	95,604	8,359	100,308	8,772	105,264	9,211	110,532
14	7,980	95,760	8,372	100,464	8,783	105,396	9,217	110,604	9,671	116,052	10,154	121,848
17	9,296	111,552	9,756	117,072	10,235	122,820	10,739	128,868	11,274	135,288	11,835	142,020

- Range 7 Supervisor, Operations
- Range 8 Supervisor, Transportation
- Range 10 Director, Food Services
- Range 12 Supervisor, Information Technology
- Range 14 Director, Child Care Program; Director, Maintenance, Operations & Facilities
- Range 17 Director, Fiscal Services; Director, Human Resources

Note:

Following the 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of employment in the District, a cumulative stipend in in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

Board Approved : _____

Effective: 07-01-2020

2% increase to 2019-2020 Salary Schedule

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 5/20/2021

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
NEWLAND			
	Newland Elementary PTO	318.69	Reimbursement for paper supplies
TALBERT			
	Fourm Festivals	\$2,137.50	Refund of payment to cancelled Music Festival in 2020

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING MAY 20, 2021**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 90968 - 91315
Dates: 4/1/2021 - 5/10/2021

Fund 01	General Fund	539,348.96
Fund 12	Child Development	13,370.17
Fund 13	Cafeteria	169,872.21
Fund 14	Deferred Maintenance	-
Fund 21	GOB 2016 Election	-
Fund 22	GOB 2016 Election	192,722.41
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	132,464.64
Fund 68	Worker Comp	161,573.49
Fund 69	Insurance	75,572.84
TOTAL		\$ 1,284,924.72

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4298	TIME AND ALARM SYSTEMS INC.	1,191.99	1,191.99	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4320	GRUETT TREE COMPANY INC	2,725.00	2,725.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
P20M4321	WALTERS WHOLESALE ELECTRIC CO	256.49	256.49	012869390 4345	Maintenance / Maintenance Supplies
P20M4322	A & R FLOOR COVERING	470.65	470.65	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4323	ABC SCHOOL EQUIPMENT INC	801.42	801.42	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4324	TURF STAR INC.	800.00	800.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
P20M4325	ABM WINDOW CLEANING	1,000.00	1,000.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4326	TIME AND ALARM SYSTEMS INC.	1,800.00	1,800.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4328	AMAZON.COM LLC	94.07	94.07	012869390 4325	Maintenance / Office Supplies
P20M4330	HOWARD INDUSTRIES INC	18,130.00	18,130.00	012879390 4345	Vandalism / Maintenance Supplies
P20M4331	UNITED PARCEL SERVICE	24.07	24.07	012869390 5930	Maintenance / Postage, Parcel, & Delivery
P20M4332	ARMOR FENCE CONCEPTS	2,470.00	2,470.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4334	CONNELL CHEVROLET	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4351	ABM WINDOW CLEANING	800.00	800.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4352	ASPHALT, FABRIC AND ENGINEERIN	78,202.00	78,202.00	012839390 5645	Maintenance - Cap Facilities / Outside Srvs-Repairs & Mainte
P20M4353	WALTERS WHOLESALE ELECTRIC CO	712.70	712.70	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4354	UNITED RENTALS	1,600.00	1,600.00	012869390 5610	Maintenance / Outside Services - Rentals
P20M4355	SI HEALTH GROUP LLC	8,123.63	8,123.63	010238989 4345	CARESLLM-Prop 98 Custodial / Maintenance Supplies
P20M4356	BUCHAN, RANDOLPH J	290.00	290.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20R0852	SOUTHWEST SCHOOL AND OFFICE SU	836.15	566.77	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0896	SCHOOL SERVICES OF CALIFORNIA	2,070.00	460.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
			460.00	010059771 5210	Contractual Obligation - Class / Travel, Conference, Worksho
			230.00	012719275 5210	Educational Services Admin / Travel, Conference, Workshop
			230.00	012719380 5210	Business Department / Travel, Conference, Workshop
			230.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			460.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
P20R0925	MACKIN LIBRARY MEDIA	150.13	3.94	011402955 4230	Library Services - Fulton / Lost Books Rebate
			146.19	011512975 4310	FVSF Grants - Fulton Library / Instructional Supplies
P20R0926	MAGNATAG	1,908.56	1,908.56	010113255 4310	Title I - Cox / Instructional Supplies
P20R0927	IT'S ELEMENTARY!	2,305.49	2,305.49	010113255 4310	Title I - Cox / Instructional Supplies
P20R0928	SCHOOL SPECIALTY LLC	4,350.00	4,350.00	010113255 4310	Title I - Cox / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0934	SOUTHWEST SCHOOL AND OFFICE SU	17.97	17.97	012059385 4330	Publications / Printing/Xerox Supplies
P20R0938	WESTERN PSYCHOLOGICAL	551.37	551.37	012106060 4310	CARESESSER-SpEd Instruct / Instructional Supplies
P20R0942	CHESS.COM LLC	300.00	300.00	019002020 5826	CARES-ESSER Virtual Admin / Licensing/Software,Maint/Supp
P20R0944	LAKESHORE EQUIPMENT COMPANY	50.00	50.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R0945	UZBL LLC	1,370.25	1,370.25	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
P20R0946	APPLE COMPUTER ORDER DEPARTMEN	19,423.50	19,423.50	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
P20R0948	CDWG	3,251.63	3,251.63	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
P20R0949	CDWG	6,133.50	6,133.50	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0951	CDWG	25,882.50	25,882.50	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0952	CDWG	88,929.75	42,000.00	010114955 4410	Title I - Masuda / Fixed Assets \$500-\$5000
			46,929.75	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0955	SCHOOL SPECIALTY LLC	139.37	139.37	015005675 4310	Intervention - Special Ed / Instructional Supplies
P20R0956	UNITED PARCEL SERVICE	435.00	435.00	016158155 5930	7140 Gifted & Talented - Instr / Postage, Parcel, & Delivery
P20R0958	SPIVEY, ERIC	1,397.50	1,397.50	010142989 5899	Donations - Fulton / Other Operating Expenses
P20R0959	FIRST-FOR INSPIRATION & RECOGN	500.00	500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R0960	FIRST-FOR INSPIRATION & RECOGN	565.50	565.50	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R0961	MEDIC FIRST AID INTERNATIONAL	925.27	925.27	012739963 4327	Medi-Cal Billing-Health Serv. / Health Supplies
P20R0966	CDWG	24,033.75	24,033.75	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0970	CDWG	97,911.38	97,911.38	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0975	CDWG	5,546.25	5,546.25	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0977	CDWG	24,602.63	24,602.63	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
P20R0978	WILSON LANGUAGE TRAINING CORPO	1,696.56	1,696.56	010114055 4310	Title I - Plavan / Instructional Supplies
P20R0979	FOLLETT SCHOOL SOLUTIONS INC.	1,557.53	1,557.53	010114055 4310	Title I - Plavan / Instructional Supplies
P20R0981	STAPLES	267.51	267.51	012724747 4325	Sch Site Admin - Courreges / Office Supplies
P20R0982	SCHOOL SPECIALTY LLC	149.39	149.39	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
P20R0983	CDWG	537,625.00	475,625.00	012120078 4399	ESSER II Technology / Equipment Under \$500
			62,000.00	012120078 5826	ESSER II Technology / Licensing/Software,Maint/Supp
P20R0984	ACORN & OAK BEHAVIORAL & EDUCA	1,500.00	1,500.00	011259275 5813	Parent Involvement-Ed Services / Consultant
P20R0985	SUPPLYMASTER INC	47,415.00	47,415.00	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
P20R0986	ZOOM VIDEO COMMUNICATIONS INC	18,000.00	18,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R0987	AMAZON.COM LLC	108.38	108.38	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
P20R0989	SCHOOL SPECIALTY LLC	993.16	993.16	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0990	CALIFORNIA SCHOOL NURSES ORGAN	130.52	130.52	012739962 4327	Medi-Cal Billing-Nurses / Health Supplies
P20R0993	SCHOOL SPECIALTY LLC	87.00	87.00	010142988 5899	ASB Donations Instr - Fulton / Other Operating Expenses
P20R0994	SCHOLASTIC MAGAZINE	1,147.81	1,147.81	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0998	FUN AND FUNCTION LLC	378.41	378.41	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
P20R1001	OFFICE DEPOT	73.37	73.37	012719165 4325	Superintendent / Office Supplies
P20R1002	SANDBOX MARKETING INC	54,713.25	54,713.25	012120075 4310	ESSER II Instructional / Instructional Supplies
P20R1003	J W PEPPER	178.00	110.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
			68.00	010143889 4311	Donations - Talbert / Elective Supplies
P20R1005	PREMIER PRINT SOURCE INC	1,150.03	1,150.03	019002020 5899	CARES-ESSER Virtual Admin / Other Operating Expenses
P20R1007	LEADERSHIP ASSOCIATES	1,850.00	1,850.00	012719166 5813	Board of Trustees / Consultant
P20R1009	J W PEPPER	45.00	45.00	010143889 4311	Donations - Talbert / Elective Supplies
P20R1010	STAPLES	76.11	76.11	012724747 4325	Sch Site Admin - Courreges / Office Supplies
P20R1011	SOUTHWEST SCHOOL AND OFFICE SU	106.29	106.29	012721616 4325	Sch Site Admin - Newland / Office Supplies
P20R1012	SOUTHWEST SCHOOL AND OFFICE SU	630.97	630.97	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
P20R1014	ADRIENNE ROMAN	850.00	850.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
P20R1016	CDWG	192.80	192.80	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
P20R1017	SCHOOL SPECIALTY LLC	144.76	144.76	015005675 4310	Intervention - Special Ed / Instructional Supplies
P20R1018	LAKESHORE EQUIPMENT COMPANY	192.43	192.43	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R1020	FRONTLINE TECHNOLOGIES GROUP L	14,898.45	14,898.45	012719470 5826	Personnel Department / Licensing/Software,Maint/Supp
P20R1021	SPIEART INC.	680.00	680.00	012109078 5645	Tech/Media Office Operation / Outside Srvs-Repairs & Maintena
P20R1022	AMAZON.COM LLC	25.63	25.63	012719275 4325	Educational Services Admin / Office Supplies
P20R1023	VMWARE INC	5,016.00	5,016.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R1024	LAKESHORE EQUIPMENT COMPANY	5,060.80	5,060.80	010019380 6410	School Equipment / Equipment-Furniture/Computers
P20R1025	LAKESHORE EQUIPMENT COMPANY	3,668.53	3,668.53	010113255 6410	Title I - Cox / Equipment-Furniture/Computers
P20R1026	AMAZON.COM LLC	306.44	306.44	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
P20R1027	EIDE BAILLY LLP	32,400.00	32,400.00	012169380 5810	Business - Audit Services / Audit
P20R1029	ORIENTAL TRADING COMPANY	57.59	57.59	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R1031	SCHOLASTIC BOOK ORDERS	195.32	195.32	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
P20R1032	IMAGESTUFF COM	136.43	136.43	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R1033	SURPLUS TWO WAY RADIOS	2,833.42	2,833.42	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
P20R1035	LEVEL 27 MEDIA	217.50	217.50	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R1036	MRAZ, KRISTINE	1,200.00	1,200.00	011533775 5813	Cotsen Foundation - Oka / Consultant

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R1038	XL PRINTING LLC	734.06	734.06	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
P20R1039	BOOKSOURCE	933.24	933.24	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
P20R1040	TRIAD SPORTS GROUP INC	1,174.25	1,174.25	010142989 5899	Donations - Fulton / Other Operating Expenses
P20R1041	BOOKSOURCE	1,068.39	1,068.39	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
P20R1042	AMAZON.COM LLC	148.85	148.85	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
P20R1046	NARANJOS MUSIC INC	1,413.56	1,413.56	010230075 4311	CARESLLM-Prop 98 Instructional / Elective Supplies
P20R1047	GOPHER SPORTS EQUIPMENT	350.75	350.75	010142989 5899	Donations - Fulton / Other Operating Expenses
P20R1048	SOUTHWEST SCHOOL AND OFFICE SU	148.84	148.84	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R1049	J TAYLOR EDUCATION INC.	671.10	671.10	016158155 4310	7140 Gifted & Talented - Instr / Instructional Supplies
P20R1051	ANAHEIM BAND INSTRUMENTS	171.75	171.75	015000075 4310	Course Access-MS Music / Instructional Supplies
P20R1053	CDWG	435.00	435.00	012109078 4320	Tech/Media Office Operation / Computer Supplies
P20R1054	STAPLES	190.00	190.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R1055	STAPLES	200.00	200.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R1058	DIGIPRINT PRIDUCTS CORPORATION	146.10	146.10	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
P20R1059	TEACHERS COLLEGE COLUMBIA UNIV	900.00	900.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
P20R1060	XL PRINTING LLC	798.29	798.29	010143287 4310	Other Donations - Cox / Instructional Supplies
P20R1061	SAMS CLUB	275.00	275.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R1062	SAMS CLUB	275.00	275.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R1064	SAMS CLUB	275.00	275.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R1065	SOCIAL STUDIES SCHOOL SERVICES	76.42	76.42	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R1066	OFFICE DEPOT	489.36	489.36	012721010 4325	Sch Site Admin - Tamura / Office Supplies
P20R1068	STAPLES	125.00	125.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R1069	OFFICE DEPOT	978.73	578.73	010011089 5899	Donations - Tamura / Other Operating Expenses
			400.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
P20R1071	STAPLES	200.00	200.00	012731010 4327	Health Supplies - Tamura / Health Supplies
P20R1074	ROSE V JOHNSON	381.20	381.20	010230075 4311	CARESLLM-Prop 98 Instructional / Elective Supplies
P20S8050	CANNON SPORTS	379.54	379.54	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8051	ADVANTAGE WEST INVESTMENT ENTE	357.96	357.96	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8052	INDUSTRIAL FORMULATORS INC.	341.58	341.58	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8053	SCHOOL NURSE SUPPLY INC	1,521.30	1,521.30	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8054	SCHOOL SPECIALTY LLC	211.52	211.52	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		1,186,906.65	1,186,637.27		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0963	RHODE ISLAND NOVELTY	380.63	380.63	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0964	RHODE ISLAND NOVELTY	380.63	380.63	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0965	S & S WORLDWIDE	489.38	489.38	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0968	S & S WORLDWIDE	376.04	376.04	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0969	ORIENTAL TRADING COMPANY	924.38	924.38	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0971	ORIENTAL TRADING COMPANY	761.25	761.25	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0972	DISCOUNT SCHOOL SUPPLY	598.13	598.13	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0973	DISCOUNT SCHOOL SUPPLY	543.75	543.75	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
P20R0974	MAD SCIENCE OF WEST O.C.	690.00	690.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
P20R0976	JUMP O'RAMA INFLATABLES INC	480.00	480.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
P20R0980	S & S WORLDWIDE	190.31	190.31	120016098 4310	Extended School Instructional / Instructional Supplies
P20R0991	INSECT LORE PRODUCTS	221.02	221.02	120016198 4310	State Preschool Instructional / Instructional Supplies
P20R0992	ORIENTAL TRADING COMPANY	108.17	108.17	120016198 4310	State Preschool Instructional / Instructional Supplies
P20R0995	THE KITE CONNECTION INTERNATIO	325.00	325.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
P20R1063	LAKESHORE EQUIPMENT COMPANY	326.25	326.25	120016098 4310	Extended School Instructional / Instructional Supplies
P20R1067	ORIENTAL TRADING COMPANY	73.90	73.90	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:		6,868.84	6,868.84		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R0999	INDUSTRIAL ELECTRONIC SERVICE	2,100.00	2,100.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20R1015	INDUSTRIAL ELECTRONIC SERVICE	1,077.50	1,077.50	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20R1019	FERGUSON REFRIGERATION COMMERC	600.00	600.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20R1028	INDUSTRIAL ELECTRONIC SERVICE	1,087.50	1,087.50	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20R1045	FERGUSON REFRIGERATION COMMERC	399.00	399.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		5,264.00	5,264.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4286	WEST COAST AIR CONDITIONING CO	15,120.00	15,120.00	223013780 6220	GOB, ELECTION 2016-Oka / Architect/Engineer Fees-Bldg
P20M4288	TIME AND ALARM SYSTEMS INC.	36,387.58	36,387.58	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
P20M4289	TIME AND ALARM SYSTEMS INC.	38,943.28	38,943.28	223013880 6299	GOB, ELECTION 2016-Talbert / Other Building & Improvement
P20M4290	WEST COAST AIR CONDITIONING CO	25,000.00	25,000.00	223011680 6200	GOB, ELECTION 2016-Newland / BUILDINGS & IMPROV
P20M4291	WEST COAST AIR CONDITIONING CO	25,000.00	25,000.00	223013780 6200	GOB, ELECTION 2016-Oka / BUILDINGS & IMPROV OF
Fund 22 Total:		140,450.86	140,450.86		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4280	AMERICAN MODULAR SYSTEMS INC	220,340.00	220,340.00	403003880 6299	MS Science Bldg - Talbert / Other Building & Improvement
P20M4287	NYBERG ARCHITECTS	22,595.00	22,595.00	403003880 6220	MS Science Bldg - Talbert / Architect/Engineer Fees-Bldg
P20M4329	TIME AND ALARM SYSTEMS INC.	60,000.00	60,000.00	403003880 6299	MS Science Bldg - Talbert / Other Building & Improvement
Fund 40 Total:		302,935.00	302,935.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/20/2021

FROM 03/31/2021 TO 04/30/2021

PO
NUMBER **VENDOR**

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

PSEUDO / OBJECT DESCRIPTION

Total Account Amount:

1,642,155.97

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/20/2021

FRO 03/31/2021 TO 04/30/2021

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4001	ADVANTAGE WEST INVESTMENT ENTE	6,400.00	+1,400.00	012889390 4340	Custodial / Custodial Supplies
P20M4005	CALIFORNIA PEST MANAGEMENT	33,500.00	+3,000.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
P20M4014	HARBOR WHOLESALE ELECTRIC	4,500.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4015	HOME DEPOT	17,500.00	+4,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4024	PRO PACIFIC BEE REMOVAL	1,900.00	+150.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4029	SMARDEN SUPPLY COMPANY	18,500.00	+6,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4043	MOBILE MINI STORAGE	2,500.00	+1,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20R0042	SOUTHWEST SCHOOL AND OFFICE SU	5,500.00	+1,500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
P20R0174	PITNEY BOWES INC.	8,300.00	+300.00	012719385 4325	Purchasing / Office Supplies
P20R0175	CSM CONSULTING INC	21,105.00	+7,000.00	012109076 5813	E-Rate / Consultant
P20R0200	SOUTHWEST SCHOOL AND OFFICE SU	800.00	+400.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
P20R0254	CL CONSULTING INC.	55,000.00	+5,000.00	012719380 5813	Business Department / Consultant
P20R0296	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	+500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
P20R0310	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	+2,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R0311	SCHOOL SPECIALTY LLC	5,000.00	+2,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
P20R0531	SOUTHWEST SCHOOL AND OFFICE SU	126.00	+11.81	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
P20R0852	SOUTHWEST SCHOOL AND OFFICE SU	836.15	+566.77	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0869	PEARSON CLINICAL ASSESSMENT	1,073.95	+51.16	012299963 5826	Medi-Cal Billing-Psychologists / Licensing/Software,Maint/Su
P20S8030	CANNON SPORTS	737.71	+412.87	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			+36,792.61		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **05/20/2021**

FRO 03/31/2021 TO 04/30/2021

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4023	POWER PLUS	400.00	+100.00	120336098 4325	Extended School Administration / Office Supplies
P20R0147	RALPHS GROCERY COMPANY	2,963.13	+808.13	123206098 4710	Extended School Food Service / FOOD
Fund 12 Total:			+908.13		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **05/20/2021**

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<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4005	CALIFORNIA PEST MANAGEMENT	33,500.00	+1,000.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
P20R0007	GOLD STAR FOODS	85,000.00	+5,000.00	133207380 4710	Cafeteria Fund / FOOD
P20R0710	SOUTHERN CALIFORNIA PIZZA COMP	1,083.50	-416.50	133207380 4710	Cafeteria Fund / FOOD
Fund 13 Total:			+5,583.50		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **05/20/2021**

FRO 03/31/2021 TO 04/30/2021

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1833	RACHLIN PARTNERS INC	719,755.00	+1,500.00	223013180 6220	GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg
N20M4339	NINYO & MOORE	50,000.00	+10,000.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improv
N20M4340	NINYO & MOORE	80,000.00	+10,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
N20M4392	SANDY PRINGLE ASSOCIATES	130,000.00	+20,000.00	223013180 6222	GOB, ELECTION 2016-Gisler / Inspection Svcs Bldg Improv
P20M4099	SMITH-EMERY LABORATORIES	15,000.00	+5,000.00	223013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
P20M4049	ECAMSECURE	50,000.00	+10,000.00	402998990 5899	Moiola Improvement Projects / Other Operating Expenses
Fund 40 Total:			+10,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **05/20/2021**

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<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+99,784.24		



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Appointment of Parents to the Community Advisory Committee (CAC) as Representatives of Fountain Valley School District for the 2021-2022 school year**
DATE: May 17, 2021

Background:

The Community Advisory Committee (CAC) is a group of parents, educators, and community members who are interested in the educational needs of children with special needs. It serves in an advisory capacity to the District and/or Special Education Local Plan Area (SELPA) regarding community opinions, concerns, suggestions, trainings/support pertaining to special education. Each district within West Orange County Consortium for Special Education (WOCCSE) must recommend one voting member and one alternate voting member to the CAC.

To ensure the District is meeting Education Code and CAC bylaws, the Support Services Department is recommending two parents, Ms. Jennifer Weimer and Ms. Stephanie Jensen, to represent as Fountain Valley's CAC Board Representatives for the 2021-2022 school year.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the Appointment of Parents to the Community Advisory Committee (CAC) as Representatives of Fountain Valley School District for the 2021-2022 School Year.



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Bio-Acoustical Corporation**
DATE: May 17, 2021

Background:

Bio-Acoustical's custom mobile hearing testing units can test up to six people at one time, one group every 15 minutes. Testing is conducted in ventilated, individual sound treated rooms by bilingual (English/Spanish) CAOHC certified audiometric technicians. All mobile hearing testing and training materials are available in both English and Spanish. Their audiometers are calibrated to ensure that measurements are accurate and conform to OSHA regulations. Bio-Acoustical will perform near, far, and color vision screenings and hearing screenings for students designated by the School District. They will also perform retesting if necessary. Agreement is effective for the 2021-2022 school year.

Fiscal Impact:

\$17,500.00

Recommendation:

It is recommended that the Board of Trustees approves the contract between Bio-Acoustical Corporation and Fountain Valley School District for the 2021-2022 school year.

- (b) Conduct far vision screening by use of a procedure known as Snellen Screening. Conduct near vision screening as prescribed by State guidelines.
- (c) Attest that Contractor is currently registered with the State Department of Education and County School's office, and that qualified personnel shall give vision services.
- (d) Utilize the adequate equipment necessary to conduct adequate screening: Good-Lite Snellen test charts, hyperopia glasses, near vision charts etc.

SECTION III: (optional) COLOR VISION SCREENING

CHECK ONE: Bio-Acoustical Corporation, herein known as Contractor shall:

YES
 NO

- (a) Perform the following service: Color vision screening of pupils designated by the School District. Such service shall be performed in accordance with and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Conduct color vision screening using Ishihara or Pseudo-isochromatic color plates and shall be conducted in the one grade level designated by the School District, preferably male students, as well as any referrals.

SECTION IV: PRICING

Rates are based on up to 350 hearing and vision screenings per day.

PER DAY RATE: \$1,200 hearing only
\$1,450 with two vision screeners

PER DAY RATE FOR RETESTING: \$750 without truck scheduling 2 schools per day

SECTION V: REPORTING

Submit the results of all screenings and thresholds at the end of the testing schedule. This will include overall statistical reports for the District and each school, and individual results for each student.

SECTION VI: BILLING

Bio will submit detailed billing to the school district's office. This billing will be submitted at the end of the testing schedule or as progress billing for work already completed to date.

SECTION VII:

CONDITIONS

- (a) It is expressly understood and agreed upon by both parties hereto, that the Contractor, while engaged in carrying out and complying with any and all of the terms of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid School District.
- (b) The reports submitted by the Contractor to the School District shall only contain the results of the tests conducted and shall not include any suggestions or diagnoses. Contractor shall have no responsibility or obligation with respect to the existence of any impaired hearing or vision of any student, and results will not be released except to authorized personnel of the School District and shall be maintained always as confidential and secret by Contractor.
- (c) The School District shall be solely responsible for the conduct and supervision of the students during the testing and related on-site activities conducted by the Contractor. The School District shall provide adequate personnel to control and supervise such students at all times during the course of testing being conducted at any/all of the schools of the School District. The School District shall also be responsible for getting students from classes to the testing area, making them available for testing in a reasonable and timely fashion, and returning them to their classes at each of the school sites. The School District shall designate a Health Supervisor or Coordinator as its authorized agent to coordinate the implementation of this contract with Contractor, as specified in Sections 44879 inclusive, and Section 49422 of the California Education Code.
- (d) The School District shall provide a safe place to park and store the mobile testing vehicle of the Contractor during the testing schedule when said vehicle is being utilized within the District. The School District bus yard or other suitable location shall be made available after each test day, on holidays and weekends.
- (e) Contractor agrees to, and does hereby indemnify and hold harmless, the School District, its officers, agents, and employees from every claim or demand made and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of any injury to or death of persons or damage to property, sustained by any person arising out of or in any way connected with the actions of Contractor in conducting the hearing and/or vision tests under this contract, except for liability for damages which result from the sole negligence or willful misconduct of the School District, its officers, employees or agents who are directly employed by the School District, or its students.
- (f) In the event of cancellation of this contract, after execution and scheduling of the actual testing, the School District shall give Contractor proper consideration at the rate of 10% of the total revenues expected from the contract for that school year. A ninety- (90) day written cancellation is required to make an executed contract null and void. If rescheduling is necessary due to either party, a minimum of one-day notice is requested. Schools rescheduled must be completed by the date indicated in Section (j). In the event a scheduled screening day is canceled or postponed by the School District or an agent thereof, after the start of that day, the School District will reimburse Contractor for expenses incurred that day, limited to cost of actual mileage reimbursements and salaries paid to employees of Contractor who were scheduled to work and arrived at School District site in good faith.

DISTRICT SCHEDULING REQUEST FORM 2021-2022

(Please email back to us with signed contract)

DISTRICT: Fountain Valley School District DATE: May 20, 2021

DISTRICT ADDRESS: 10055 Slater Ave, FV, CA 92708

CONTACT PERSON / TITLE: Melanni Evans, District Nurse

CONTACT PHONE NUMBER: () _____

CONTACT EMAIL ADDRESS: evansm@fvsd.us

ACCOUNTS PAYABLE EMAIL ADDRESS: nguyenth@fvsd.us

Kindly provide us with a **current** listing of all schools, addresses and phone numbers in your district, as some of this information may have changed. We also request enrollment figures after the beginning of the school year to assist the scheduling of your district.

SCREENING DATES REQUESTED:

FIRST CHOICE: 9/20/21 - 10/1/21

SECOND CHOICE: _____

SERVICES REQUESTED:

Check appropriate box

<u>HEARING</u>	INITIAL SCREENINGS ONLY	<input type="checkbox"/>
	INITIAL SCREENINGS & FIRST THRESHOLDS (Done on same day)	<input checked="" type="checkbox"/>
	SECOND THRESHOLDS	<input checked="" type="checkbox"/>
<u>VISION</u>	INITIAL SCREENINGS ONLY	<input type="checkbox"/>
	INITIAL & SECOND SCREENINGS	<input checked="" type="checkbox"/>
<u>COLOR</u>	COLOR VISION	<input checked="" type="checkbox"/>

GRADE LEVELS SCREENED: (Write in grade levels)

HEARING K, 2, 5, 8

VISION K, 2, 5, 8

COLOR 1



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **UPDATE TO DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS**
DATE: May 17, 2021

Background:

Every three years, school districts must update their district plan that provides education services for all expelled students within the county. All school districts in Orange County each have developed their own plan utilizing a model created by the Orange County Superintendent of Schools (Countywide Expulsion Plan).

The Fountain Valley School District has updated its plan, which was first approved by the Board of Trustees in March 1997 and was revised in 2000, 2003, 2006, 2009, 2012, 2015, and 2018.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the updated 2021-2024 Plan for Providing Educational Services to all Expelled Students in Orange County, which follows the Countywide Expulsion plan developed with the Orange County Superintendent of Schools.

**PLAN FOR PROVIDING EDUCATIONAL SERVICES TO
ALL EXPELLED STUDENTS IN ORANGE COUNTY
2021-2024**

General Provisions

As required by Education Code section 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2021-22, 2022-23 and 2023-24. The current plan has been adopted by the governing board of each school district in Orange County and the Orange County Board of Education. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a county community school pursuant to subdivision (c) of Education Code Section 1981, or a juvenile court school, as described in Section 48645.1, or a community day school pursuant to Article 3, (commencing with Section 48660 of Chapter 4 of Part 27 of the Education Code

All expelled students shall be referred to an educational placement that is 1) appropriately prepared to accommodate students who exhibit discipline problems; 2) not situated at a comprehensive middle, junior, or senior high school, or at any elementary school, and 3) not housed at the school site attended by the student at the time of the offense (E.C. section 48915). In addition to the requirements stated above, such factors as district size, district level alternatives, county level alternatives, local control accountability plans and district philosophy can influence the decisions by a district board of education regarding what educational alternatives are appropriate for the students who are expelled.

Educational Alternatives for Expelled Students

The governing board of each school district will determine which educational alternatives are appropriate and available pursuant to Education Code section 48916.1. Educational alternatives throughout Orange County for students recommended for expulsion include, but are not limited to the following options:

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
4. Expulsion with subsequent transfer to another district subject to acceptance by the district of proposed enrollment [E.C. section 48915.1].
5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

A specific referral to a district community day school or county community school is made by the school district with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

The school district of residence maintains the responsibility for developing a rehabilitation plan for expelled students and referring students to an appropriate educational setting. Expelled students who complete their rehabilitation plan obligations are reviewed by the district for possible return to district of residence programs. Expelled students who fail to meet the terms and conditions of the district rehabilitation plan for readmission may continue to be referred to an appropriate educational setting within another district alternative program, district community day school program, or the Orange County Department of Education ACCESS program.

Charter School Requirements and Expulsion

Charter schools develop their own policies and procedures regarding student expulsion and student dismissal subject to the requirements of Education Code Section 47605(c)(5)(J). They are not required to follow Education Code section 48900 et seq. as the basis of their discipline or expulsion policy, although by regulation petitioners must demonstrate familiarity with these provisions. Charter schools have the option to adopt their chartering district's policy and procedures in regard to expulsion.

A student who is expelled from a charter school may return to the school district of residence. As set forth in Education Code Section 47605(e)(3), if a pupil subject to compulsory full-time education pursuant to Education Code section 48200 is expelled or leaves a charter school without graduating or completing the school year for any reason, the charter school shall notify

the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. Once the school district has documentation of the expulsion order, the provisions of Education Code sections 48915.1 and 48915.2 to determine whether or not the pupil may enroll in a district school or must be referred to a county community school or district community day school (EC section 48915.2).

Expelled Students Who Commit Subsequent Violation(s)

The placement of expelled students who commit subsequent expellable violations will be placed in one of the following options:

- If the student commits a subsequent violation of Education Code section 48900 and following, the student may be referred to another district alternative program or to the Orange County Department of Education.
- If the expelled student commits another violation of the Education Code while enrolled in the Orange County Department of Education ACCESS program, the student will be placed at another community school site within the Access Areas or transferred to another Access Area operated by the Orange County Department of Education, in accordance with Orange County Department of Education Policy and Procedures.

Expelled Students Who Fail District Community Day School

An expelled student who fails his/her placement in a district community day school program may be placed in one of the following options:

- Other existing district educational alternatives.
- Orange County Department of Education, ACCESS program or a program operated by the Orange County Department of Education Division of Special Education Services.
- Non-Public School (NPS) placements for students with disabilities may be considered by school districts if the IEP team determines a NPS is appropriate.

Special Education Students

Students eligible under the Individuals with Disabilities Act (IDEA) may be referred to the Orange County Department of Education pursuant to the Individualized Education Program (IEP) process outlined in Education Code section 48915.5 and Orange County Department of Education procedures. Students eligible under Section 504 of the Rehabilitation Act of

1973 may also be referred to the Orange County Department of Education program in accordance with Section 504 procedures. School districts must take into consideration the contents of the student's IEP when making placement recommendations. Any change in placement requires the school district to convene an IEP meeting. The IEP team identifies a special education program and related services appropriate for the student. Placement options may include district, special education local plan area (SELPA), or county-operated programs.

- If the district refers an expelled student to the Orange County Department of Education, the district shall convene an IEP meeting prior to the referral to jointly identify an appropriate special education program and related services. A representative from the Orange County Department of Education shall participate in the IEP meeting. The district or Orange County Department of Education may provide special education services in accordance with the student's IEP.
- When the IEP cannot be implemented within the Orange County Department of Education, the district of residence is responsible for providing a Free and Appropriate Public Education (FAPE) within the continuum of program options identified in its SELPA local plan.
- The Orange County Department of Education may also provide an interim alternative educational setting while a school district locates an educational placement for students eligible under the IDEA (not excluding county options). [34 C.F.R. section 300.530(g)]

Orange County Department of Education Options

Orange County Department of Education Options

The Orange County Department of Education is committed to providing a spectrum of educational options for students expelled from Orange County school districts. Educational options are provided through the Division of Alternative Education, known as Alternative, Community, and Correctional Education Schools and Services (ACCESS), a Western Association of Schools and Colleges-accredited (WASC) program, and the Division of Special Education Services. The Orange County Department of Education's mission is to ensure that all students are equipped with the competencies they need to thrive in the 21st Century. In addition, ACCESS's mission is to care for, teach, and inspire all students to discover their potential, develop their character, and maximize their learning so they may become successful contributors to society.

The policy of each individual school district affects how the Orange County Department of Education will meet the needs of that particular school district. Some districts use the Orange County Department of Education programs as educational options for those students expelled under Education Code section 48900. The Orange County Department of Education also works with Orange County school districts to provide information and data in support of local control accountability plan goals and priorities, including but not limited to pupil engagement, school climate and pupil outcomes.

The Orange County Department of Education Division of Special Education Services provides special education programs and services to individuals with exceptional needs requiring intensive educational services. Referrals to the Division of Special Education Services shall be made in accordance with current procedures.

The ACCESS program provides options for expelled youth at over 45 sites contained within 7 Areas located throughout the county. Regional options may include:

- Classroom instruction serving grades 9-12, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Classroom instruction serving grades 6-8, delivered daily for 240-270 minutes aligned with the State Frameworks/Standards.
- Contracted learning/independent study programs for students who elect, with parent/teacher approval, not to participate in daily classroom instructional programs. These contracted learning/independent study programs require students to complete a minimum of 20 hours per week of educational product. For students with disabilities, this would be considered and discussed at an IEP meeting.
- Parent directed home instruction independent study programs through the Community Home Education Program (CHEP) serving students in transitional kindergarten (TK) through grade 8 and Pacific Coast High School, a University of California (UC) approved and National Collegiate Athletic Association-accredited program serving students in grades 9-12. For students with disabilities this would be considered and discussed during an IEP meeting.

Referral Process to the Orange County Department of Education

Alternative Community Correctional Education Schools and Services (ACCESS)

ACCESS Administrators regularly meet with school district representatives and agency partners to collaborate and coordinate placement of expelled students. Regional meetings of the Child Welfare and Attendance Administrators as well as district Student Attendance Review Board members provide an avenue for district and Orange County Department of Education representatives to discuss potential placement challenges, explore regional options and address the needs of expelled students.

Referrals to the Orange County Department of Education ACCESS program may be made directly to the Access Areas listed below. Referrals of students eligible under the IDEA shall be made through the IEP process and in accordance with ACCESS Special Education Procedures.

An Individual Learning Plan (ILP) will be developed for expelled students referred to ACCESS. Part of this plan includes a goal of assisting the student with meeting the requirements stated in the district rehabilitation plan to facilitate returning the student to the school district of residence at completion of the district expulsion. A Supplemental Referral Form and a Return to District

Form were developed with the support of District Student Services Administrator's feedback in order to improve communication. Districts will use the "Supplemental Referral Form" to highlight unique needs of students, interventions in place, and rehabilitation plans for students. When returning to the district of residence, ACCESS will use the Return to District form to communicate student progress on the district rehabilitation plan as well as share important contact information in the case that questions may arise.

ACCESS and the Orange County school districts have resolved the difficulty for students returning to their district of residence following their expulsion period in regard to completing the required courses prior to graduation, which was a Gap in Service in the previous triennial countywide plan 2018-2021.

ACCESS and school district programs have implemented online programs that provide "a-g" approved courses as well as credit recovery options and electives, including career technical education. These programs have expanded the options available to expelled and returning students seeking to satisfy the "a-g" requirements or other college-preparatory courses. ACCESS continues to provide professional development to teachers to effectively utilize their on-line program. In addition, Pacific Coast High School (Administrative Area 5) offers a full range of college-preparatory courses satisfying the "a-g" requirements. *GradPoint*, the online course option with "a-g" approved courses utilized by ACCESS, satisfies the subject requirements for admission into the University of California and California State University Systems.

ACCESS Administrative Areas

AREA	ADDRESS	CONTACT INFORMATION	STAFF CONTACT
Area 1 – South County	15872 Harbor Blvd. Fountain Valley, CA 92708	(714) 245-6535 (714) 966-1685 fax	Ken Ko KKo@ocde.us
Area 2 – Mid-County	505 N. Euclid St., Suite 500 Anaheim, CA 92801	(714) 245-6795 (714)781-5891 fax	Chris Alfieri CAlfieri@ocde.us
Area 3 - North County	1277 S. Lyon St., Suite 501 Santa Ana, CA 92705	(714) 245-6680 (714) 731-7269 fax	Vern Burton VBurton@ocde.us
Area 4 - Juvenile Court Schools*	331 City Drive South Orange, CA 92868	(714) 935-7651 (714) 935-6339 fax	Kirk Anderson KAnderson3@ocde.us
Area 5 - Pacific Coast High School, Community Home Educational Program (CHEP), Skyview	14262 Franklin Ave. Suite 100 Tustin, CA 92780	(714) 245-6500 (714) 508-0215 fax	Machele Kilgore MKilgore@ocde.us
Area 6 – Sunburst Academy	4022 Saratoga Ave., Bldg. 25 Los Alamitos, CA 92702	(714) 796-8780 (714) 662-8770 fax	Dinah Ismail DIsmail@ocde.us
Area 7 – College and Career Preparatory Academy	1669 E. Wilshire Ave., Suite 605 Santa Ana, CA 92705	(714) 796-8795 (714) 547-8674	Dave Connor DConner@ocde.us

**Juvenile Court Institutions/Juvenile Court Schools Placement are made through the Juvenile Justice Department*

ACCESS Student Services

DEPARTMENT/OFFICE	ADDRESS	CONTACT INFORMATION	STAFF CONTACT
Student Support Services and Special Education	1715 E. Wilshire Ave., Suite 706 Santa Ana, CA 92705	(714) 647-2596 (714) 796-8811 fax	Lynn Garrett LynnGarrett@ocde.us
Title I	1735 E. Wilshire Ave., Suites 801 & 802 Santa Ana, CA 92705	(714) 836-0301 (714) 836-1920 fax	Lisa Lanier LLanier@ocde.us
Assessment Center	1715 E. Wilshire Ave., Suite 706 Santa Ana, CA 92705	(714) 835-2776 (714) 835-3861 fax	Jane Doney JDoney@ocde.us
Attendance and Records	1669 E. Wilshire Ave., Suite 601 Santa Ana, CA 92705	(714) 547-9972 (714) 547-2344 fax	Sharon Lakin SLakin@ocde.us
Educational Programs and Services	1669 E. Wilshire Ave., Suite 608 Santa Ana, CA 92705	(714) 647-2593 (714) 957-0736 fax	Katy Ramezani KRamezani@ocde.us
District Partnerships and Operations	1669 E. Wilshire Ave., Suite 603 Santa Ana, CA 92705	(714) 245-6404 (714) 547-2344 fax	Dennis Cole DCole@ocde.us
Foster Youth Services Coordinating Program	OCDE/FYSCP, C/O OC SSA/CFS 800 N. Eckhoff Street, Bldg. 124 Orange, CA 92868	(714) 668-7830 (714) 662-8753 fax	Raina K. Lee Rlee@ocde.us

Summary of Gaps in Education Services to Expelled Students and Strategies for Filling Those Gaps

Previously identified gaps have been examined and considerable improvement has been made through a collaborative process between the 27 Orange County School Districts and the Orange County Department of Education. The 27 School Districts in Orange County and the Orange County Department of Education have committed themselves to an ongoing process to resolve the remaining identified gaps.

Service Gap 1: Expelled Students in Grades K-5

While there are several California Education Code sections that prohibit the expulsion of students in lower grades for various offenses, a student in grade K-3 can be expelled for commission of any of the other offenses. Specifically, Ed. Code section 48900(k) prohibits the expulsion of any student for disruption/defiance and Ed Code 48900.2 prohibits the expulsion of a student in K-3 for sexual harassment. Ed Code 48900.3 (hate violence) and 48900.4 (harassment, threats, or intimidation) pertain only to students in grades 4-12. As identified mainly by elementary school and smaller districts, students in grades K-5 who are expelled do not have as many educational options available as do expelled youth in grades 6-12. In some instances, it has been difficult to place elementary school students who are expelled, especially at the K-4 level. The number of community day schools at the elementary school grade level is very limited.

Progress from 2018

A common practice for students expelled in grades K-5 is for the school district to suspend the expulsion order and refer the student to another school within the district. School districts also may collaborate with each other to facilitate enrollment of an expelled elementary school student into a school in a different school district, when appropriate. School districts continue to have the option of referring expelled students to Skyview Elementary and Middle School, an Orange County Department of Education ACCESS program serving grades K-8. Skyview is a community elementary/middle school program designed to meet the needs of all at-risk children and offers community support programs for both the students and their families.

Ongoing Strategies for Addressing This Gap

Students in grades K-5 who are expelled, may be served through the following school district or Orange County Department of Education alternative education programs:

- Transfers within the home district which may include district community day school.
- Skyview Elementary and Middle School, located in the city of Orange, is operated by the OCDE ACCESS program and serves students in grades K-8.
- Students in grade 5, on a case-by-case basis, may be referred to other ACCESS school sites depending upon class composition at the time of referral.

The Orange County Department of Education continues to review the ongoing need for an elementary level regionalized community school program to serve elementary-aged students who may be expelled from their school district. Over the past five years, the number of expulsions for Orange County students in grades K-6, as reported to *DataQuest*, are as follows:

Year	K-3	4-6
2014-15	0	7
2015-16	0	7
2016-17	0	10
2017-18	0	9
2018-19	0	9

Orange County school districts continue to support one another and offer alternative placement options whenever possible, taking students who were expelled for non-mandatory expellable offenses especially in larger districts with community day school options or special classrooms on their sites. School districts are also expanding interventions through a Multi-Tiered System of Support framework with evidence-based programs such as Positive Behavior Intervention and Supports, Restorative Practice, Mindfulness Practice, Trauma-Informed Care Perspective and Resources, and Social and Emotional Learning resulting in reduction of expulsions at the elementary grade level. In addition, the tiered interventions and strategies of the Student Attendance Review Team (SART) and Student Attendance Review Board (SARB) processes are being implemented as preventative/early warning measures to reduce the number of suspensions and expulsion through a strength-based approach focusing on students' behavior (academic, attendance, social-emotional) challenges and family support.

Challenges to Addressing This Gap

- The location of the Skyview Elementary and Middle School site in proximity to the district of residence may pose a challenge to student attendance.

- In order to attend Skyview or other schools in neighboring school districts, students may require transportation. However, neither the districts or ACCESS provide transportation which is a challenge for some students to attend schools outside of the boundaries of the district of residence.
- The low number of elementary students in grades K-5 who need alternative placements due to expulsions continue to make it impractical and cost-inhibitive to sustain operation of multiple school sites and programs throughout the county.

Service Gap 2: Limited Special Education Placements in ACCESS

The Orange County Department of Education is committed to expanded program options for students with exceptional needs that have been expelled from school district programs. As identified through communications with SELPA and District-Special Education Directors, programs for emotionally disturbed and dual diagnosis (Emotionally Disturbed and Developmentally Delayed) students have been developed in some school districts as well as the OCDE Special Schools program. In addition, ACCESS continues to evaluate its Special Education services to provide a continuum of placement options. When a student's unique needs cannot be accommodated through existing OCDE program alternatives, the district of residence will continue to facilitate placement to meet the unique needs of individual students through district and non-public agency/non-public school (NPS) placements.

Progress from 2018

Orange County School Districts have continued to expand efforts to provide services to students within their attendance area reducing the need for referrals to ACCESS and the OCDE Special Schools program. The Orange County School Districts and OCDE will provide ongoing monitoring of the need for additional Special Education services for expelled students. The ACCESS program is prepared to respond to increased demands as conditions warrant in the future.

Programs for Students with intensive Mental Health needs:

- ACCESS has been able to expand the number of licensed mental health clinicians over the past several years. This has allowed for increased support during the school day while students are on campus. Continued expansion of programs for students with intensive mental health and behavioral needs is contingent upon the location of school sites that can accommodate such programs and sufficient enrollment to maintain such programs. Additional training in various behavior management strategies for both general education and special education teachers can support the increased needs of students being enrolled with mental health and behavioral needs.

Programs to Expand Continued Services for Special Education Students:

- Expanding program options for special education students continue to be evaluated through OCDE, Orange County SELPA Directors and Orange County School Districts.

ACCESS will continue to utilize its Director of Student Services as well as Special Education Administrative Liaisons/Coordinators to facilitate participation in district IEP team meetings when a referral for an expelled student is made to ACCESS. In addition, ACCESS has continued to increase its special education staff including a focus to address the increased mental health needs for students with disabilities. ACCESS is able to provide intensive counseling services by licensed mental health professionals who have been trained in Trauma Informed Care and Restorative Practice. Small group therapy programs have also been developed to address issues that impact social functioning within the classroom and community, such as social skills, anger management and various coping skill strategies.

All ACCESS mental health clinicians will continue to receive training in the most current research-based training in various therapeutic therapies to address the changing needs of our students.

Ongoing Strategies for Addressing This Gap

School districts continue to create, expand, and have success with community day school programs for expelled students with special needs as an option to county operated and non-public school placements. ACCESS provides an inclusive educational setting with students mainstreamed into general educational programs. Placement at non-public schools (NPS) continues to be an option for school districts as well. In addition, districts are utilizing various flexible scheduling opportunities along with alternative education options to meet IEP goals, provide related services, and fulfill the requirements of the rehabilitation plan.

Challenges to Addressing This Gap

- Establishing a regionalized program in an alternative school setting that can be operated and maintained based on an unpredictable number of student referrals as well as transportation barriers pose ongoing challenges. These challenges impact the sustainability of regionalized special education programs operated by OCDE. Although some school districts have expressed a need for a self-contained special day class (SDC) for students with emotional and/or behavior disorders, this has not been sustainable for OCDE due to the minimal number of students being referred. Challenges to addressing Service Gap #1 may also have been a contributing factor to the limited number of referrals for establishing such a program.
- One area of continued concern expressed by some school districts is the ability of the ACCESS program to provide a Free Appropriate Public Education (FAPE) given its inclusive practices and independent study model. Based on the smaller class sizes in ACCESS and the individualized instructional model through contracted learning, the

structure of the school day differs from a traditional school schedule and often requires modification of the IEP.

- Another area of concern has been the combined programming of middle school and high school programs. There is a desire to provide separate classes/programs for middle school students to better address their unique developmental and social-emotional needs, however the low numbers of referrals/enrollment of middle school students make it difficult to maintain separate programs.

Service Gap 3: Rehabilitation Failures

Based on a recent survey of Orange County School Districts, concerns about students failing to satisfy school district rehabilitation plans during the expulsion period were expressed in combination with general concerns about student transition as they reenter the district. On occasion, students do not meet the provisions of the expulsion rehabilitation plan and fall behind in their academic studies. In these cases, such students are at high risk of not completing their necessary credits and are at a higher risk of dropping out of school.

Progress from 2018

Over the past three years, OCDE has continued discussions with the Orange County School Districts to identify systematic approaches to facilitate the regular transfer of the rehabilitation plan upon referral of an expelled student, as well as identify community resources available to support students in meeting their district rehabilitation plan requirements.

Regional Administrative Areas help to promote communication between the districts and the county community schools, and ACCESS directors, coordinators, principals and assistant principals attend county Student Services meetings to facilitate ongoing communication. In addition, the ACCESS Student Attendance Review Board (SARB) process has been coordinated more efficiently and ACCESS utilizes one of its staff members in truancy court to make sure students attend school and are connected to community resources.

Ongoing Strategies for Addressing This Gap

Districts will be asked to provide ACCESS a copy of the rehabilitation plan when referring an expelled student. ACCESS staff will review the rehabilitation plan with the student and, as appropriate, the student's parents, and will assist the student in completing his/her plan requirements. Orange County School Districts and ACCESS have implemented the use of a supplemental referral form when students are referred to an ACCESS program. This form includes specific information about a student's needs as well as progress and action items needed to complete the rehabilitation plan requirements. School staff will continue to monitor student achievement toward rehabilitation plan requirements throughout the term of expulsion while

educational services are provided by ACCESS or private agencies. For students struggling to meet rehabilitation plan requirements, the student consultation team process may be considered to provide additional support. Continued, two-way communication and collaboration with school district personnel will continue to be a priority. Enhanced communication promotes student success and early intervention when students are not meeting the terms of the rehabilitation plan. In addition, communication is vital between the districts and ACCESS regarding the status of students who are returning to the district. When returning to the district, ACCESS staff will continue to use the Student Transition form to communicate information on student's completion of the rehabilitation plan.

Districts have expanded their programs and services to support expelled students by hiring additional staff and assigning specific duties to staff to monitor the completion of the student's rehabilitation plan and to communicate/collaborate with ACCESS and other programs. In addition, to meet the academic needs of the students and to ensure that they acquire the necessary credits to meet the graduation requirements, districts have expanded their instructional programs to include enhanced Summer School and after-school programs, district online instruction, and tutoring support for expelled students. Furthermore, upon re-entry to the district, students will continue to be closely monitored and supported by school staff through the creation of a behavior contract, needs assessment survey, and the opportunity for alternative placement at a different school site within the district.

OCDE will continue to explore with districts how to utilize and expand existing collaborations to ensure student success with completion of the rehabilitation plan. This includes the use of community non-profits and private programs to assist in carrying out individual student rehabilitation plans.

Challenges to Addressing This Gap

- A challenge continues to be communication between the districts and ACCESS in ensuring that the district's rehabilitation plan is completed by the student. In some cases, districts do not directly share the student's rehabilitation plan with ACCESS in a timely manner or at all, thus leaving this task to parents and students to provide.
- There continues to be a need to identify additional intervention services for students to meet the specific requirements of their rehabilitation plans especially when involving mental health services.

Service Gap 4: Mental Health Services

Orange County School Districts are seeing an increased need for mental health services and a shortage of affordable and accessible options for students.

Progress from 2018

The Orange County Department of Education will continue to work to promote school and community partnerships and professional development to address the mental health needs of students. The development of Local Control Accountability Plans gives greater attention to the mental health needs of students and the county office will assist districts as they strive to find ways to address the social emotional needs of their students and support the “whole child.” This is one of OCDE’s strategic initiatives articulated in its 2016 -2019 Strategic Plan. OCDE, which heads the California SUMS (Scale Up Multi-Tiered System of Support) initiative, continues to provide technical assistance to many Orange County School Districts in the areas of Academic, Behavioral, and Social and Emotional support. OCDE continues to share-out local resources through network meetings and listservs. The ACCESS program will continue to work with districts to identify and assist expelled students who have mental health needs and whose family needs resources to care for the whole child. To this end, ACCESS has a number of mental health clinicians. ACCESS will continue to provide more intensive counseling services by licensed mental health professionals who have been trained in **Trauma Informed Care** and Restorative Practice. In addition, ACCESS mental health clinicians are trained in **Trauma Focused Therapy**. The Orange County SELPAs, school districts and OCDE continue to assess any gaps resulting from changes in the funding structures to ensure the availability of appropriate mental health services for both general education and special education students expelled from school.

Ongoing Strategies for Addressing this Gap

OCDE was awarded the **Mental Health Student Services Act (MHSSA) Grant** in partnership with OCHCA through August 31, 2024, with the purpose to strengthen mental health partnerships between county mental health or behavioral health departments, community-based organizations, and Orange County school districts in order to increase access to mental health services and remove barriers to better serve our students and families in their mental health needs. Expected outcomes related specifically to serving and supporting expelled students are as follow:

- Improve timely access to accessing services.
- Reduce barriers to needed services.
- Increase linkages to mental health services for districts.
- Increase training on mental health topics to educators, administrators, parents/families, and students.
- Improve awareness and understanding of mental health topics and knowledge of how to navigate services.
- Reduce negative student outcomes (e.g., chronic sadness, thoughts of suicide, suicide rates, chronic absenteeism, school failure, etc.).

To accomplish these goals as a Community of Practice, the grant provides funding for seven (7) Regional Mental Health Coordinators (RMHC).

To decrease the student to mental health staff ratio and increase students' access to services, districts have continued to hire more counselors, therapists, psychologists, social workers, clinicians/specialists, administrators/coordinators and increase the number of partnerships with community agencies to expand student access to mental health services, crisis response services, and special education services. Some districts have shifted the duties and responsibilities of existing staff to include mental health support services and community coordination/partnerships for mental health services for students. Districts have placed particular focus on at-risk students, low socio-economic students, Homeless and Foster Youth, LGBTQIA students, and students with irregular school attendance.

Furthermore, districts have participated in Trauma-Informed Care and Education, Trauma Focused Therapy, Social-Emotional Learning (SEL) competencies and Diversity, Equity, and Inclusion (DEI) trainings provided by OCDE in addition to contracting with community agencies to provide similar training to counselors and teacher/staff training within the district. OCDE and Orange County school districts will continue to collaborate about the districts' needs for additional student mental health training and technical assistance with implementing behavior supports and strategies. To implement Positive Behavior Intervention and Supports (PBIS) strategies schoolwide, some districts have established School Climate Lead Teachers and Teams at each school site to enhance the collaboration and coordination of the multi-tiered framework of support.

Challenges to Addressing This Gap

- The distribution of community mental health resources and services, specifically mentorship services, are not equitably dispersed or available throughout the communities within the Orange County school districts.

COUNTYWIDE BEHAVIOR INTERVENTIONS AND BEST PRACTICES TO PREVENT SUSPENSIONS AND EXPULSIONS

Orange County schools seek to minimize the number of expulsions by establishing prevention and early intervention practices. School districts pursue a variety of strategies in an effort to educate students and establish a safe and caring climate to prevent student misconduct. When warranted, disciplinary measures are implemented consistent with district policies and procedures to ensure fair and consistent disciplinary measures. These efforts will continue to prevent any disproportionate representation of minority students recommended for expulsion.

Expulsions occur when student and campus safety is threatened or when other means of correction have not been successful. Districts engage in a number of preventive and proactive strategies including but not limited to the following:

- Adult Mentoring of Students
- After School Programs
- After-school programs that address specific behavioral issues or expose pupils to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups.
- Alternate Suspension Classrooms (ATS)
- Annual Notice of Parent Rights and Responsibilities
- Anti-bullying Programs
- Any of the alternatives described in Section 48900.6 related to community service
- Athletic Drug Testing
- Automated Telephone Notifications
- Behavior Skills Group
- Brief Intervention Counseling (Substance Abuse Counseling)
- Canine Solutions for Contraband Canine School visits
- Character Counts
- Check-in, Check-out
- Classroom Management training for administrators and teachers
- Clifton Strengths Finder
- Come Walk In My Shoes (abilities awareness)
- Community Partnership
- Conferences between school personnel, the pupil's parent or guardian, and the pupil.
- Conflict Mediators/Conflict Resolution Services
- Coordinated Approach to Children's Health (CATCH)
- Crisis Response Network (CRN)
- Enrollment in programs for teaching prosocial behavior or anger management
- Every 15 Minute Program
- Friday Night Live

- Gang Resistance Intervention Partnership (GRIP)
- Grad Night Activities
- Homework Clubs
- In-school Suspensions
- Juvenile Alcohol and Drug Education (JADE), PRYDE Program, Outreach Concern, Straight Talk, Western Youth Services and Other Community Counseling Partnerships
- Kindness Assemblies
- Link Crew
- Mindfulness practice/implementation of Mindful Mondays
- Multi-Tiered System of Support Framework (MTSS Continuum of Support)
- Online Classes and Credit Recovery Opportunities
- Other Means of Correction (OMC) and early intervention training for administrators and teachers
- Parent Meetings and Information Nights
- Peace Week (Anti-bullying week)
- Peer Assistance League (PAL)
- Peer Court
- Police Cadet Programs
- Positive Behavior Intervention and Supports
- Random Acts of Kindness
- Red Ribbon Week
- Referrals for comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program, or a plan adopted pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794(a)).
- Referrals to the school counselor, psychologist, social worker, child welfare attendance personnel, or other school support service personnel for case management and counseling.
- Restorative Practices
- Safety Task Force
- Saturday School

- School-based Trauma-Informed Care Perspective and Resources training for school personnel
- School Attendance Review Board (SARB)
- School Attendance Review Team (SART)
- School counseling website with online counseling for self- and peer-referral services
- School Signs and Notices
- Social Emotional Learning (SEL) Curriculum vetted CASEL such as Second Step and Sanford Harmony
- Stanford Tobacco Prevention Toolkit
- Student Behavior Contracts
- Student Clubs and Organizations
- Student Safety Plans
- Study teams, guidance teams, resource panel teams, or other intervention-related teams that assess the behavior, and develop and implement individualized plans to address the behavior in partnership with the pupil and his or her parents
- Successful Mind for School, Work, and Life
- Text-A-Tip
- Thrively (as an interests/strengths assessment and career explorer curriculum)
- TUPE/DATE activities
- Tutoring
- Universal Design for Learning
- Violence Prevention Curricula
- Violence Prevention Education Services
- WEB (Where Everybody Belongs)

Additional proactive and preventative strategies to address student disciplinary incidences in light of Distance and Hybrid Learning:

- Care and Support Hotlines to share need-based district and community resources
- Distance Learning for credit recovery for students to meet the academic objectives of the Rehabilitation Plan

- District virtual calming rooms with multifaceted approaches to reduce stress, improve mood, and assist with academic functioning by addressing social emotional barriers
- Online Needs Surveys for staff, students and families
- Teletherapy or phone sessions for social-emotional support and stress reduction for students
- Virtual small group counseling sessions for students

PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN FOUNTAIN VALLEY SCHOOL DISTRICT

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2021-2022, 2022-2023, and 2023-2024. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program and establishes the criteria for return to the Fountain Valley School District. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

Fountain Valley School District Prevention Activities

As indicated in the Orange County Expulsion plan, the options available to Fountain Valley School District after an expulsion decision include, but are not limited to the following:

1. Expulsion, suspended order, with placement on the same school campus [E.C. section 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C. section 48917 (a)].
3. Expulsion with referral to a district community day school program, if available [E.C. section 48660].
4. Expulsion with subsequent transfer to another district subject to acceptance by the district of proposed enrollment [E.C. section 48915.1].
5. Expulsion with referral to the Orange County Department of Education, Division of Alternative, Community and Correctional Education Schools and Services (ACCESS) [E.C. section 1981].

Actual referral to a district alternative suspension/expulsion classroom or county community school is made by the Fountain Valley School District governing board with recommendations from the district discipline review board, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

District activities relating to the prevention of suspensions and expulsions are outlined in the following chart:

Title of Activity	Description of Activity	Grade Level
Behavior Assemblies	Explanation of school rules and policies to students	TK-8
Second Step Lessons	School Psychologist Group Intervention	2 nd and 3 rd grade
Parent Notification and Rights	Start of the year communication regarding policies	TK-8
Positive Behavioral Support (PBIS)	Districtwide behavior management program	TK-8
Student Study Teams	Meetings designed to address the needs of students and provide interventions and supports	TK-8
Middle School Counseling	Group and individual counseling services on campus	6-8
Parent Education	Parent nights and classes	TK-8
Restorative Practices	Conferences to Intake students back at side after disciplinary action	6-8
SARB School Attendance Review Board	Meeting to support student attendance and student behavior through parent communication and student contracts	K-8
In-House Suspension/Saturday School/Alternatives to Suspension	Keep students in instruction and on campus as a primary preference to disciplinary action	K-8
Peer Assistance Leadership (PAL)	Student leadership that focuses on increasing student-engagement/school climate and anti-drug awareness/conflict mediation	6-8
Tutoring	Intervention designed to support the SST process	TK-8
Check-In/Check-Out	Daily check-in for at-risk middle school students needing encouragement and homework check	6-8
Red Ribbon Week	Week of Anti-Tobacco focus	TK-8
Homework Clubs	After school club designed to support students' academic achievement	6-8
Automatic Telephone Notification	Parent Link communication system for absenteeism, safety, and community outreach communication	TK-8
Brief Intervention	Counseling program directly related to substance abuse alternative to out-of-school suspension	4-8

When students violate discipline policies or standards of behavior at the school site, fair and consistent disciplinary steps are taken to address the issues. In some instances, it may be necessary to suspend or expel a student from regular classroom instruction. Attached are the Board District Policies outlining suspension and expulsion guidelines in the Fountain Valley School District:

- Discipline: Board Policy 5144 / Administrative Regulations 5144 (a-c)
- Suspension and Expulsion Due Process: Board Policy 5144.1 (a-d)/ Administrative Regulations 5144.1 (a-t)/Administrative Regulations 5144.2 (a-i)

DISCIPLINE

The Board of Trustees is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall design a complement of effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
(cf. 6164.5 - Student Success Teams)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

DISCIPLINE (continued)

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

DISCIPLINE

Site-Level Rules

Site-level rules shall be consistent with district policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

(cf. 3515.3 - District Police/Security Department)

Site-level discipline rules shall be reviewed regularly and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the district's local control and accountability plan.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students and parent/guardians clearly.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

DISCIPLINE (continued)

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management

6. Participation in a restorative practices program

7. A positive behavior support approach with tiered interventions that occur during the school day on campus

8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors.

(cf. 5148.2 - Before/After School Programs)

11. Recess restriction as provided in the section below entitled "Recess Restriction"

12. Detention after school hours as provided in the section below entitled "Detention After School"

DISCIPLINE (continued)

13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Cocurricular Activities)

15. Reassignment to an alternative educational environment

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

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

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

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Recess Restriction

A teacher may restrict a student's recess time only when he/she believes that this action is the most effective way to bring about improved behavior. When recess restriction may involve the withholding of physical activity from a student, the teacher shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. Teachers shall inform the principal of any recess restrictions they impose.

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

DISCIPLINE (continued)

Detention After School

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the principal or designee notifies the parent/guardian.

In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may, at his/her discretion, require a student to perform community service during nonschool hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)
(cf. 5131.1 - Bus Conduct)
(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law, in this policy, and in the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period

(cf. 5112.5 - Open/Closed Campus)

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-8" of the accompanying administrative regulation, or when his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053- 11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-8" and "Additional Grounds for Suspension and Expulsion: Grades 4-8," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and/or expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

(cf. 5119 - Students Expelled from Other Districts)

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

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

SUSPENSION AND EXPULSION/DUE PROCESS

Definitions

Suspension means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910

Expulsion means removal of a student from the immediate supervision and control or the general supervision of school personnel. (Education Code 48925)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, including suspension and expulsion. (Education Code 35291, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion: Grades K-8

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows:

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

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing his/her own prescription products (Education Code 48900(h))

(cf. 5131.62 - Tobacco)

9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. *Hazing* does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in items #1-3 of "Additional Grounds for Suspension and Expulsion: Grades 4-8," that has any of the effects described above on a reasonable student.

Electronic act means the creation or transmission of a communication originated on or off school site, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above. (Education Code 48900(r))

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability. (Education Code 48900(r))

(cf. 1114 - District-Sponsored Social Media)

(cf. 5131.2 - Bullying)

(cf. 6163.4 - Student Use of Technology)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))
19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A *terrorist threat* includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-8

Any student in grades 4-8 may be suspended, but not expelled, for disrupting school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))

(cf. 5131.4 - Student Disturbances)

A student in grades 4-8 shall be subject to suspension or recommendation for expulsion when it is determined that he/she:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

Suspension from Class by a Teacher

A teacher may suspend a student, including a grade K-3 student, from class for the remainder of the day and the following day for disruption, willful defiance, or any of the other acts specified in Education Code 48900 and listed as items #1-18 under "Grounds for Suspension and Expulsion: Grades K-8" above. (Education Code 48910)

When suspending a student from class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. If that action requires the continuing presence of the student at school, he/she shall be appropriately supervised during the class periods from which he/she has been suspended. (Education Code 48910)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

As soon as possible after the teacher decides to suspend the student, he/she shall ask the student's parent/guardian to attend a parent-teacher conference regarding the suspension. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student suspended from class shall not be returned to class during the period of the suspension without the approval of the teacher of the class and the principal or designee. (Education Code 48910)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Suspension by Superintendent, Principal or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee shall immediately suspend any student found at school or at a school activity to have committed any of the acts listed in the Board policy under "Authority to Expel" and for which he/she is required to recommend expulsion. (Education Code 48915(c))

The Superintendent, principal, or designee may impose a suspension for a first offense if he/she determines that the student violated any of items #1-5 listed under "Grounds for Suspension and Expulsion: Grades K-8" above or if the student's presence causes a danger to persons. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain them in the student's record. (Education Code 48900.5)

(cf. 5125 - Student Records)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year. However, if a student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class for the purpose of adjustment, he/she may be suspended for not more than 30 school days in a school year. The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

These restrictions on the number of days of suspension shall not apply when the suspension is extended pending an expulsion. (Education Code 48911)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

1. **Informal Conference:** Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, presented with the available evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists involving a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference and the conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such a case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. **Administrative Actions:** All requests for student suspension are to be processed by the principal or designee. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. **Notice to Parents/Guardians:** At the time of the suspension, a school principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall also be notified in writing of the suspension. (Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school.

4. **Parent/Guardian Conference:** Whenever a student is suspended, school officials may request a meeting with the parent/guardian to discuss the cause(s) and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. However, no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied reinstatement solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. **Extension of Suspension:** If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, provided the following requirements are followed: (Education Code 48911)
- a. The extension of the original period of suspension is preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
 - b. The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
 - c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

(cf. 6173.1 - Education for Foster Youth)

- d. If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)

(cf. 6173 - Education for Homeless Children)

In lieu of or in addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

On-Campus Suspension

A student for whom an expulsion action has not been initiated and who poses no imminent danger or threat to the school, students, or staff may be assigned to on-campus suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The on-campus suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The on-campus suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to an on-campus suspension classroom, this notification may be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion

Unless the Superintendent or principal determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915)

1. Causing serious physical injury to another person, except in self-defense

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Possession of any knife or other dangerous object of no reasonable use to the student
3. Unlawful possession of any controlled substance as listed in Health and Safety Code 11053-11058, except for (a) the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis, or (b) the student's possession of over-the-counter medication for his/her use or other medication prescribed for him/her by a physician
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether he/she should be expelled. The hearing shall be held within 30 school days after the Superintendent, principal, or designee determines that the student has committed the act(s) that form the basis for the expulsion recommendation. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and his/her parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or his/her parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and his/her parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of his/her right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and his/her parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The date and place of the hearing
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or be represented by legal counsel or by a nonattorney adviser

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney adviser means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

Conduct of Expulsion Hearing

1. **Closed Session:** Notwithstanding Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public to the extent that privacy rights of other students are not violated. (Education Code 48918)

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. **Record of Hearing:** A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. **Subpoenas:** Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. **Presentation of Evidence:** Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-8" and "Additional Grounds for Suspension and Expulsion: Grades 4-8" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. Although no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. **Testimony by Complaining Witnesses:** The following procedures shall be observed when a hearing involves allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
- e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
- f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

6. **Decision:** The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. The Board may also appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918)

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue a decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by his/her parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. The decision to not recommend expulsion shall be final. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion. If the hearing officer or administrative panel recommends that the Board expel a student but suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation. (Education Code 48917, 48918)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board in public. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

The Board's decision is final. If the decision is to not expel, the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case- by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed above under "Grounds for Suspension and Expulsion: Grades K-8" or "Additional Grounds for Suspension and Expulsion: Grades 4-8" (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision to Suspend Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion order, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-8" or "Additional Grounds for Suspension and Expulsion: Grades 4-8" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status with the expelling district, pursuant to Education Code 48915.1(b). (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion order is suspended and the student is placed on probation. (Education Code 48919)

If the student submits a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board, the district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at any of these
3. Not housed at the school site attended by the student at the time of suspension

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

When the placement described above is not available and when the County Superintendent so certifies, students expelled for only acts described in items #6-12 under "Grounds for Suspension and Expulsion: Grades K-8" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-8" above may be referred to a program of study that is provided at another comprehensive middle, junior, or senior high school or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-8. (Education Code 48916.1)

Readmission After Expulsion

Prior to the date set by the Board for the student's readmission:

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference, the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.
2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session. If a written request for open session is received from the parent/guardian or adult student, it shall be honored to the extent that privacy rights of other students are not violated.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school.
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The district shall maintain a record of each suspension and expulsion, including its specific cause(s). (Education Code 48900.8)

Expulsion records of any student shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)

A student identified as an individual with a disability pursuant to the Individuals with Disabilities Education Act (IDEA), 20 USC 1400-1482, is subject to the same grounds and procedures for suspension and expulsion which apply to students without disabilities, except as otherwise specified in this administrative regulation.

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

Suspension

The Superintendent or designee may suspend a student with a disability for up to 10 consecutive school days for a single incident of misconduct, and for up to 20 school days in a school year, as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 34 CFR 300.530)

The principal or designee shall monitor the number of days, including portions of days, in which a student with a valid individualized education program (IEP) has been suspended during the school year.

(cf. 6159 - Individualized Education Program)

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A *change of placement* shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.
 - c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

Interim Alternative Educational Placement Due to Dangerous Behavior

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

1. Carries or possesses a weapon, as defined in 18 USC 930
2. Knowingly possesses or uses illegal drugs
3. Sells or solicits the sale of a controlled substance as identified in 21 USC 812(c), Schedules I-V
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

Manifestation Determination

The following procedural safeguards shall apply when a student with a disability is suspended for more than 10 consecutive school days, when a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:

1. **Notice:** On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

2. **Manifestation Determination Review:** Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

Due Process Appeals

If the parent/guardian disagrees with any district decision regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

Readmission

Readmission procedures for students with disabilities shall be the same as those adopted for students without disabilities. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.

Decision Not to Enforce Expulsion Order

The Board of Trustees's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all other students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had *knowledge* of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the student for special education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (20 USC 1415(k)(5); 34 CFR 300.534)



Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
Mark Johnson, Ed.D., Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **RETAINER AGREEMENT FOR LEGAL SERVICES IN 2021-22
SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES**
DATE: May 17, 2021

Background:

The Law Offices of Margaret A. Chidester & Associates will be retained for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property and governance issues.

The agreement with Margaret Chidester Attorneys at Law is attached for consideration for approval through the 2021-2022 school year.

For 2021-2022 the agreement contains 15.00 hourly rate increase.

Recommendation:

It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2020-21 with the Law Offices of Margaret A. Chidester & Associates.

**RETAINER AGREEMENT
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2021 by and between the FOUNTAIN VALLEY SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing Board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the governing Board, the Superintendent, or by their designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and

requested; advise and represent the District in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as a District's legal representative.

2. Rates and Payment: The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. *Billing shall be reported in increments of 1/10 of one hour.* Billing shall separately specify related costs including authorized consultants providing services on behalf of District.

3. Costs: The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 60 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the District, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the District's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

6. **Related Post-Investigation Services:** If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement,

and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

7. Indemnification: Except as provided below, the District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence or willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

8. Electronic Communication, Confidentiality and Publicity: The District authorizes Attorneys to communicate with the District and the District's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is

intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all District confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

9. No Guarantee of Outcome. Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for District input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon District direction for legal work.

10. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the District does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

11. **Assignment**. This Agreement is not assignable without the written consent of the District.

12. **Independent Contractor**. Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

13. **Insurance**. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

14. **Nondiscrimination**. Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or District student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), immigration status, sex, gender, gender identity or sexual orientation.

15. **Audit**. The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

16. **Governing Law.** This Agreement shall be governed by the laws of the state of California.

17. **Authority.** The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

18. **Term.** This Agreement is effective July 1, 2021. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

19. **Entire Agreement.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

FOUNTAIN VALLEY SCHOOL DISTRICT

Date: 4-19-2021, 2021

BY:



LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: April 8, 2021

BY:



Margaret A. Chidester

EXHIBIT "A"

Rates are guaranteed through June 30, 2022.

PARTNERS	\$325 per hour
SENIOR ATTORNEYS	\$300 per hour
OTHER ATTORNEYS	\$285 per hour
LAW CLERKS/PARALEGALS	\$185 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONE CALLS AND TEXT MESSAGES	no charge



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director of Support Services
SUBJECT: **PARADIGM HEALTHCARE SERVICES, LLC SERVICE AGREEMENT**
DATE: April 18, 2021

Background:

Paradigm Healthcare is engaged in the business of providing Medicaid direct services and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortium within the State of California. Fountain Valley School District desires to retain Paradigm to provide Local Education Agency (LEA) billing services, training and materials, claims preparation and submission, etc. Paradigm Healthcare will also provide services in reference to the Medi-Cal Administrative Activities (MAA) Program Consulting Services. Paradigm will work with FVSD to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate FVSD's full participation in the MAA program. Services include MAA program consulting services, MAA invoice preparation and submission services, etc. Paradigm Healthcare will provide training in reference to staff completing Time Surveys, process Time Surveys and compute billable items into funding to be received by the FVSD.

Fiscal Impact:

The fiscal impact of this agreement is based on a percent of reimbursable dollars. Fees for service come directly from reimbursable claims and do not impact the general fund.

Recommendation:

It is recommended that the Board of Trustees approves the Paradigm Healthcare Services agreement for the term of July 1, 2021 through June 30, 2024 and authorizes the Superintendent or designee to sign all documents.



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2021 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Fountain Valley Elementary School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2024 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

d. **Official RMTS Participant Roster (TSP).** On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

a. **MAA Program Consulting Services.**

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

b. MAA Invoice Preparation & Submission Services.

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. *Client's MAA Obligations.*

- a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- c. **Official RMTS Participant Roster (TSP).** On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
- d. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
- e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.
- f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. Documentation for Invoice Submittal. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

a. Fees for LEA Billing Services.

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for interim reimbursement ("Interim Approved Claim"). The schedule of Paradigm flat fees for Interim Approved Claims is set forth in Appendix A subject to adjustment in accordance with the terms of Sub-paragraphs (2)-(5) following.

(2) **Sliding Scale Reduction of Paradigm Fees.** Paradigm's fees for LEA Billing Services in any Fiscal Year decrease whenever the dollar value of Client's Interim Approved Claims exceeds \$500,000 in that Fiscal Year. These fee reductions will apply prospectively, i.e., to LEA Billing claims receiving interim approval after an applicable threshold is reached and before the end of the Fiscal Year. The schedule of Paradigm's reduced fees at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event the Federal Medical Assistance Percentage (FMAP) increases or DHCS increases the reimbursement rates to Client for any LEA service claim during the Term of this Agreement, Paradigm's flat fee for such services will simultaneously and without requirement of prior notice to Client increase by the same percentage as the percentage DHCS increase.

(4) **Cap on Paradigm Fees.** Notwithstanding any other provision of this Paragraph (a) and the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed the following:

13% of the dollar value of the first \$500,000 of Interim Approved Claims;

11% of dollar value of Interim Approved Claims in excess of \$500,001.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client is reimbursed for the claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.

(6) **Approval of Interim Approved Claims After the Termination of the Agreement.** Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement.

b. Fees for CRCS Services. The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of “Net Total Personnel Costs” as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Fees for MAA Billing Services.

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client’s MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client’s MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.

d. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

e. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm’s gross income).

11. Protection of Confidential Information.

a. Definitions.

(1) **“Client Confidential Information”** shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by

Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) **"Paradigm Confidential Information"** shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

(3) **"Confidential Information"** shall mean Client Confidential Information and Paradigm Confidential Information.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without

limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. Retention of Confidential Information.

(1) Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.

(2) Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.

f. Lawful Disclosure. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. Continuing Obligations. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. Accuracy of Information.

a. Client Efforts. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. *Limitation of Liability.*

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

14. *Licenses and Permits.*

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this

Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. *Indemnification.*

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. *Termination.*

a. For Cause. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. Without Cause.

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. Effect of Termination. Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. *Miscellaneous.*

a. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or

sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.

b. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. Arbitration. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm,

superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. Assignment. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. Counterparts. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:
PARADIGM HEALTHCARE SERVICES, LLC

CLIENT:
FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

By:  _____
DocuSigned by:
E54C9826251A43B...

By: _____

Print Name: Constance Laflamme

Print Name: kathryn christmas

Title: CEO/Owner

Title: _____

Date: 4/12/2021

Date: _____

500 Sansome Street, Suite 500

Email: christmask@fvsd.us

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

Appendix A - Fees for LEA Billing Services

Service Provider	Svc Category	Interim \$s @ 50% FMAP	Paradigm's Fees	
			Rate 1	Rate 2
Associate Marriage and Family Therapist	Treatment	\$17.32	\$2.25	\$1.90
Audiologist	Assessment	\$106.20	\$13.81	\$11.68
Audiologist	Treatment	\$48.67	\$6.33	\$5.35
Counselor	Treatment	\$10.75	\$1.40	\$1.18
Licensed Physical Therapist	Assessment	\$126.14	\$16.40	\$13.88
Licensed Physical Therapist	Treatment	\$35.04	\$4.56	\$3.85
Licensed Physician Assistant	Assessment	\$10.75	\$1.40	\$1.18
Licensed Physician Assistant	Treatment	\$39.41	\$5.12	\$4.34
Licensed Respiratory Care Practitioner	Assessment	\$10.75	\$1.40	\$1.18
Licensed Respiratory Care Practitioner	Treatment	\$10.75	\$1.40	\$1.18
Licensed Vocational Nurse	Treatment	\$10.75	\$1.40	\$1.18
RN, Public Health Nurse, Certified Nurse Practitioner	Treatment	\$10.75	\$1.40	\$1.18
Occupational Therapist	Assessment	\$122.61	\$15.94	\$13.49
Occupational Therapist	Treatment	\$40.45	\$5.26	\$4.45
Occupational Therapist Assistant (licensed)	Treatment	\$17.95	\$2.33	\$1.97
Orientation and Mobility Specialist	Assessment	\$10.98	\$1.43	\$1.21
Orientation and Mobility Specialist	Treatment	\$10.98	\$1.43	\$1.21
Physical Therapist	Assessment	\$126.14	\$16.40	\$13.88
Physical Therapist	Treatment	\$35.04	\$4.56	\$3.85
Physical Therapist Assistant (licensed)	Treatment	\$15.11	\$1.96	\$1.66
Physician (licensed)	Treatment	\$10.75	\$1.40	\$1.18
Program Specialist	Treatment	\$10.75	\$1.40	\$1.18
Psychologist, MFT, Social Worker (licensed and credentialed)	Assessment	\$267.94	\$34.83	\$29.47
Psychologist, MFT, Social Worker (licensed and credentialed)	Treatment	\$40.94	\$5.32	\$4.50
Registered Associate Clinical Social Worker	Treatment	\$17.32	\$2.25	\$1.90
Registered Credentialed School Nurse	Assessment	\$72.97	\$9.49	\$8.03
Registered Credentialed School Nurse	Treatment	\$10.43	\$1.36	\$1.15
Registered Dietician	Assessment	\$10.75	\$1.40	\$1.18
Registered Dietician	Treatment	\$10.75	\$1.40	\$1.18
Speech-Language Pathology Assistant	Treatment	\$15.92	\$2.07	\$1.75
Speech-Language Therapist (licensed and credentialed)	Assessment	\$58.19	\$7.56	\$6.40
Speech-Language Therapist (licensed and credentialed)	Treatment	\$36.74	\$4.78	\$4.04
Trained Health Care Aide	Treatment	\$4.73	\$0.61	\$0.52
Transportation	Transportation	\$9.27	\$1.21	\$1.02
The reduced Paradigm fee schedule will apply prospectively to Interim Approved Claims after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.			Rate 1 the first \$500,000	Rate 2 \$500,001 and above

**This is the maximum federal reimbursement rate for the provider type and category of service. Not all services for the provider type are reimbursed at this rate; however, Paradigm always processes each service at its maximum*

Board meeting May 20, 2021



Fountain Valley School District
Support Services
2020-2021 I

M E M O R A N D U M

TO: Dr. Mark Johnson
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Agreement 2020-2021 I**
DATE: May 17, 2021

Background:

According to the Special Education Agreement signed on April 13, 2021 between Parent and the Fountain Valley School District, Parties agree that Maxim LVN will provide health and nursing services to Student on all school days during the 2020-2021 school year. Term of settlement agreement is through June 30, 2021.

Fiscal Impact:

No fiscal impact.

Recommendation:

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



Fountain Valley School District
Support Services
2020-2021 J

MEMORANDUM

TO: Dr. Mark Johnson
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2020-2021 J**
DATE: May 17, 2021

Background:

According to the Special Education Settlement Agreement signed on April 15, 2021, between Parents and the Fountain Valley School District, Parties agree on educational placement and services of student for the 2020-2021 and 2021-2022 school year. Term of settlement agreement is through December 17, 2021.

Fiscal Impact:

No fiscal impact.

Recommendation:

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



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement**
DATE: May 17, 2021

Background:

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

Fiscal Impact:

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

Recommendation:

It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2021 through June 30, 2022 and authorizes the Superintendent or designee to sign all documents.

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

5 This AGREEMENT is hereby entered into this 1st day of July, 2021,
6 by and between the Orange County Superintendent of Schools, 200 Kalmus
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
9 Fountain Valley School District, 10055 Slater Avenue, Fountain Valley,
10 California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT
11 and DISTRICT shall be collectively referred to as the Parties.

12 WITNESSETH:

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

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

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

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

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

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

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2021, and ending on June 30, 2022,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

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

14 b. "Certify" to the STATE:

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

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

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

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

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

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

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

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

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

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

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

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

21 3.0 RESPONSIBILITIES OF DISTRICT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 s. Ensure no duplicative billings.

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

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

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

21 w. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative
23 Activities (SMAA) District Information 2021-2022 form,
24 Appendix "A", the School-Based Medi-Cal Administrative
25 Activities (SMAA) LEC Fee Information 2021-2022 form,
Appendix "C", Certification Regarding Lobbying form,

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

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
4 documents that reside in the California Department of Health Care
5 Services (DHCS) Medi-Cal system of records, or with its agents, to
6 ensure the integrity, security, and confidentiality of such data and
7 documents, and to permit only appropriate disclosure and use as may
8 be permitted by law as specified in School-Based Medi-Cal
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of
10 Medi-Cal Data 2021-2022 (DATA USE AGREEMENT), Appendix "E", attached
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

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

23 6.0 FEE SCHEDULE.

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

1 the RMTS Software Platform through a third party
2 administrator selected by the Region 9 LEC for the Random
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for
4 DISTRICT'S share of the software platform fees as
5 described in the School-Based Medi-Cal Administrative
6 Activities (SMAA) RMTS Fee Information 2021-2022 form,
7 Appendix "B", attached hereto and incorporated by
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

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

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

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

23 7.0 FEDERAL CLAIMING.

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

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

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

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

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

9 10.0 HOLD HARMLESS.

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

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

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

3 11.0 CONFIDENTIALITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 SUPERINTENDENT: Orange County Superintendent of Schools
14 200 Kalmus Drive
15 Costa Mesa, California 92626
16 Attn: Patricia McCaughey

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

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

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

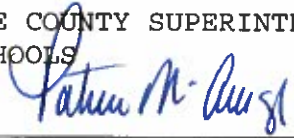
4 26.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
5 attached hereto constitute the entire agreement among the Parties to
6 it and supersedes any prior or contemporaneous understanding or
7 agreement with respect to the services contemplated, and may be amended
8 only by a written amendment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

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

10 DISTRICT: FOUNTAIN VALLEY
11 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

12 BY: _____
Authorized Signature

BY: 
Authorized Signature

13 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

14 TITLE: _____

TITLE: Administrator

15 DATE: _____

DATE: April 5, 2021

16 _____
17 FEDERAL IDENTIFICATION NUMBER

18 Fountain Valley SD(51390)-SMAA Agreement 2021-2022
19 Zip5



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE SCOPE AMENDMENT 1 TO THE ARCHITECTURAL SERVICE AGREEMENT WITH RACHLIN PARTNERS FOR NEWLAND ELEMENTARY SCHOOL**
DATE: May 17, 2021

Background:

The District entered into a Master Architectural Services Agreement with Rachlin Partners, for the entire scope of the Measure O work in March of 2017, which included a per fee schedule based on the total cost of work at each individual school. Rachlin estimated their fees for Newland based on the budgeted cost of the preliminary scope of work; however, final architectural fees for the project were not determined until the GMP for the project was approved. Rachlin will be providing Enhanced Construction Administration Services; these fees are determined based on project timelines and scope.

Fiscal Impact:

The architectural fees for Newland Elementary School shall not exceed \$599,149.80. Enhanced Construction Administration Services for Newland are not to exceed \$226,972.50. Measure O Bond proceeds shall be used for these services.

Recommendation:

It is recommended that the Board of Trustees approves Scope Amendment 1 to the Master Architectural Service Agreement with Rachlin Partners for Newland Elementary School.

SCOPE AMENDMENT NO. 1 TO ARCHITECTURAL SERVICES AGREEMENT

(Master Agreement)

This Amendment No. 1 (“Amendment”) to the Architectural Services Agreement (“Agreement”) by and between the Fountain Valley School District, a school district duly organized and validly existing under the laws of the State of California (“District”) and Rachlin Partners (“Rachlin”) dated May 20, 2021, and is hereby made and entered into this 1st day of June, 2021 (“Effective Date”) as follows:

WHEREAS, the District and the Rachlin have entered into the Agreement, a true and correct copy is attached hereto as Exhibit “A,” in which the District contracted with Rachlin to provide both architectural and enhanced construction administration services for the modernization of Newland Elementary School as more particularly described in the Agreement (“Project”); and

WHEREAS, Section XIII.13 of the Agreement provides that the Agreement may be amended by an agreement in writing signed by both the District and Rachlin.

NOW THEREFORE, THE DISTRICT AND RACHLIN HEREBY AGREE AS FOLLOWS:

- 1. Agreement.** The District and Rachlin hereto represent that the aforementioned Agreement is the true, correct and complete agreement between the Parties and that there have been no written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the same meanings given in the Agreement.
- 2. Incorporation of the Final Adjusted Cost of the Architectural Fee.** The District shall compensate Rachlin for the Final Adjusted Cost required by this Amendment No. 1 for the contract regarding the existing Newland Elementary School Campus as set forth in Exhibit “B” hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed Five Hundred Eighty-Five Thousand Five Hundred Sixteen Dollars and Seventy-Nine Cents (\$585,516.79) for Architectural Services and Thirteen Thousand Six Hundred Thirty-Three Dollars and One Cent (\$13,633.01) for Reimbursable Expenses.
- 3. Cost of Additional Work – Design Change Orders.** The District shall compensate Rachlin for the Additional Work – Design Change Orders required by this Amendment for the contract regarding the existing Newland Elementary School Campus as set forth in Exhibit “B” hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed No Dollars and No Cents (\$00.00) for Design Change Orders and No Dollars and Cents (\$0.00) for Reimbursable Expenses.
- 4. Cost of Additional Work – Enhanced Construction Administration Services.** The District shall compensate Rachlin for the Additional Work – Enhanced Construction Administration Services required by this Amendment for the contract regarding the existing Newland Elementary School Campus as set forth in Exhibit “C” hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed Two Hundred Fourteen Thousand One Hundred Twenty Five Dollars and No Cents (\$214,125.00) for Architectural Services and Twelve Thousand Eight Hundred Forty-Seven Dollars and Fifty Cents (\$12,847.50) for Reimbursable Expenses.

5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Name: Christine Fullerton

Its: Assistant Superintendent, Business Services

RACHLIN PARTNERS

By:  _____

Name: Richard Ingrassia

Its: Partner

EXHIBIT “A”

AGREEMENT

(To Be Inserted)

EXHIBIT "B"

FINAL ADJUSTED COST OF THE ARCHITECTURAL FEE

(To Be Inserted)

EXHIBIT “C”

**ENHANCED CONSTRUCTION ADMINISTRATION SERVICES
COMPENSATION SUMMARY AND SCHEDULE**

(To Be Inserted)



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE SCOPE AMENDMENT 1 TO THE ARCHITECTURAL SERVICE AGREEMENT WITH RACHLIN PARTNERS FOR OKA ELEMENTARY SCHOOL**
DATE: May 17, 2021

Background:

The District entered into a Master Architectural Services Agreement with Rachlin Partners, for the entire scope of the Measure O work in March of 2017, which included a per fee schedule based on the total cost of work at each individual school. Rachlin estimated their fees for Oka based on the budgeted cost of the preliminary scope of work; however, final architectural fees for the project were not determined until the GMP for the project was approved. Rachlin will be providing Enhanced Construction Administration Services; these fees are determined based on project timelines and scope.

Fiscal Impact:

The architectural fees for Oka Elementary School shall not exceed \$653,967.86. Enhanced Construction Administration Services for Oka are not to exceed \$226,972.50. Measure O Bond proceeds shall be used for these services.

Recommendation:

It is recommended that the Board of Trustees approves Scope Amendment 1 to the Master Architectural Service Agreement with Rachlin Partners for Oka Elementary School.

SCOPE AMENDMENT NO. 1 TO ARCHITECTURAL SERVICES AGREEMENT

(Master Agreement)

This Amendment No. 1 (“Amendment”) to the Architectural Services Agreement (“Agreement”) by and between the Fountain Valley School District, a school district duly organized and validly existing under the laws of the State of California (“District”) and Rachlin Partners (“Rachlin”) dated May 20, 2021, and is hereby made and entered into this 1st day of June, 2021 (“Effective Date”) as follows:

WHEREAS, the District and the Rachlin have entered into the Agreement, a true and correct copy is attached hereto as Exhibit “A,” in which the District contracted with Rachlin to provide both architectural and enhanced construction administration services for the modernization of Oka Elementary School as more particularly described in the Agreement (“Project”); and

WHEREAS, Section XIII.13 of the Agreement provides that the Agreement may be amended by an agreement in writing signed by both the District and Rachlin.

NOW THEREFORE, THE DISTRICT AND RACHLIN HEREBY AGREE AS FOLLOWS:

1. **Agreement.** The District and Rachlin hereto represent that the aforementioned Agreement is the true, correct and complete agreement between the Parties and that there have been no written or oral amendment(s) to the Agreement. All capitalized terms not otherwise defined herein shall have the same meanings given in the Agreement.

2. **Incorporation of the Final Adjusted Cost of the Architectural Fee.** The District shall compensate Rachlin for the Final Adjusted Cost required by this Amendment No. 1 for the contract regarding the existing Oka Elementary School Campus as set forth in Exhibit “B” hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed Six Hundred Thirty-Eight Thousand Two Hundred Seventy-Seven Dollars and Twenty-Six Cents (\$638,277.26) for Architectural Services and Fifteen Thousand Six Hundred Ninety Dollars and Sixty Cents (\$15,690.60) for Reimbursable Expenses.

3. **Cost of Additional Work – Design Change Orders.** The District shall compensate Rachlin for the Additional Work – Design Change Orders required by this Amendment for the contract regarding the existing Oka Elementary School Campus as set forth in Exhibit “B” hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed No Dollars and No Cents (\$00.00) for Design Change Orders and No Dollars and Cents (\$0.00) for Reimbursable Expenses.

4. **Cost of Additional Work – Enhanced Construction Administration Services.** The District shall compensate Rachlin for the Additional Work – Enhanced Construction Administration Services required by this Amendment for the contract regarding the existing Oka Elementary School Campus as set forth in Exhibit “C” hereto, now that the final Guaranteed Maximum Price for construction has been determined. Compensation shall not exceed Two Hundred Fourteen Thousand One Hundred Twenty Five Dollars and No Cents (\$214,125.00) for Architectural Services and Twelve Thousand Eight Hundred Forty-Seven Dollars and Fifty Cents (\$12,847.50) for Reimbursable Expenses.

5. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

6. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

7. **Facsimile Signatures.** In order to expedite the execution of this Amendment, telecopied signatures may be used in place of original signatures on this document. The Parties intend to be bound by the signatures on the telecopied document, are aware that the other Party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

8. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Name: Christine Fullerton

Its: Assistant Superintendent, Business Services

RACHLIN PARTNERS

By:  _____

Name: Richard Ingrassia

Its: Partner

EXHIBIT “A”

AGREEMENT

(To Be Inserted)

EXHIBIT "B"

FINAL ADJUSTED COST OF THE ARCHITECTURAL FEE

(To Be Inserted)

EXHIBIT “C”

**ENHANCED CONSTRUCTION ADMINISTRATION SERVICES
COMPENSATION SUMMARY AND SCHEDULE**

(To Be Inserted)



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE THE AGREEMENT FOR PROFESSIONAL SERVICES
WITH DANNIS WOLIVER KELLY**
DATE: May 17, 2021

Background:

Dannis Woliver Kelley (DWK) is a full-service educational law firm that provides legal services to more than 200 school districts in California. Since 2001, DWK has acted as bond counsel and disclosure counsel for school districts in a vast array of securities offerings. As a result, DWK has established effective relationships with an array of independent financial advisors, underwriting firms, and other bond counsel firms in order to best serve their school district clients. DWK has been the District's Bond Council since 2017.

Fiscal Impact:

Services will be provided on an hourly basis at a rate of \$265-\$360 for attorneys, \$195-\$260 for Associates and \$130-\$180 for paralegals and clerics, based on level of experience, qualifications and nature of service provided.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Dannis Woliver Kelley to provide Professional Legal Services.



DANNIS WOLIVER KELLEY

Attorneys at Law

JANET L. MUELLER

Attorney at Law

jmueller@DWKesq.com

San Diego

April 23, 2021

VIA EMAIL

Mark Johnson, Ed.D.
Superintendent
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Re: 2021-22 Agreement for Professional Services

Dear Dr. Johnson:

In the more than four decades we have been providing legal advice and counseling services to California school and community college districts, we have never felt more honored to be your partner over this last year in achieving your mission – in the face of extraordinary challenges - to educate and prepare all children and young adults to be responsible, mindful citizens in the global marketplace of ideas. We remain your steadfast allies and will support you with our full range of expertise to adapt, pivot and adjust to whatever the impending “new normal” may be in order to provide quality education programs to millions of California students.

Attached is our Agreement for Professional Services for 2021-2022. In light of the economic uncertainty confronting us all, no changes have been made to the billing ranges. Individual attorney hourly rates, however, may be adjusted within the existing ranges.

We will continue to offer the Fountain Valley School District efficient and prompt service and the highest quality legal advice and counsel you have come to expect.

We look forward to serving the District in the coming school year and continuing our mutually rewarding partnership. Please sign the attached Agreement, insert the date of Board approval, and return to the undersigned via email.

Very truly yours,

DANNIS WOLIVER KELLEY

Janet L. Mueller
JLM:jk

DWK SF 976113v1

SAN FRANCISCO

268 Bush Street, #3234
San Francisco, CA 94104
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH

444 W. Ocean Blvd.
Suite 1070
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO

750 B Street
Suite 2600
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

CHICO

2485 Notre Dame Blvd.
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO

555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

SAN LUIS OBISPO

1065 Higuera Street
Suite 301
San Luis Obispo, CA 93401
TEL 805.980.7900
FAX 916.978.4039

BERKELEY

2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

www.DWKesq.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 23, 2021, by and between the Fountain Valley School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.


IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

FOUNTAIN VALLEY SCHOOL DISTRICT

Mark Johnson, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY



Janet L. Mueller
Attorney at Law

April 23, 2021
Date

At its public meeting of _____, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH WESTCOAST AIR
CONDITIONING CO., INC. FOR PRECONSTRUCTION AND
LEASE-LEASEBACK SERVICES FOR MODERNIZATION AND
HVAC PROJECTS AT GISLER ELEMENTARY SCHOOL
COMPLETE AND AUTHORIZE STAFF TO FILE THE
APPROPRIATE NOTICES OF COMPLETION**
DATE: May 17, 2021

Background:

On April 19, 2018, the Board of Trustees awarded the RFP for Preconstruction and Lease-Leaseback Services for Modernization and HVAC Projects, to West Coast Air Conditioning. Subsequently, on March 12, 2021 Trustees approved the Guaranteed Maximum Price (GMP) for the Gisler Elementary project. The project is now complete and the Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

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

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

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with West Coast Air Conditioning Co., Inc. for the Gisler Elementary School Preconstruction and Lease-Leaseback Services for Modernization and HVAC Project complete and authorizes the

Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE THE USE OF A PIGGYBACK CONTRACT WITH CLASS LEASING FOR THE LEASE AND RELOCATION OF RELOCATABLE CLASSROOMS FOR INTERIM HOUSING ASSOCIATED WITH THE MEASURE O HVAC AND MODERNIZATION PROJECT**
DATE: May 17, 2021

Background:

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

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

Fiscal Impact:

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

Recommendation:

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



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Diane Sharpe, Food Service Director
SUBJECT: **APPROVE VENDED MEAL ANNUAL CONTRACT RENEWAL
WITH PREFERRED MEAL SYSTEMS**
DATE: May 17, 2021

Background:

Preferred Meal Systems has been providing the Fountain Valley school district Food Service program with high quality food, supplies and services during the 2021-22 school year. The quality of food products has been highly accepted by the elementary level students.

Fiscal Impact:

The use of the Preferred Meals contract allows the district to purchase high quality meals at a competitive price with consistent delivery and a more versatile product availability. During the pandemic, this company has proven extremely stable and the had the ability to procure many products their competitors could not obtain. There is an increase in the price per unit from \$2.29 to \$2.38 for the annual contract renewal of the NSLP meals. The increase in price will not fiscally affect the district.

Recommendation:

It is recommended that the Board of Trustees approves the vended meal annual contract renewal with Preferred Meal Systems.



April 12, 2021

Diane Sharpe
Fountain Valley School District
10055 Slater Ave.,
Fountain Valley, CA 92708

Dear Ms. Sharpe,

On behalf of Preferred Meals, I would like to take this opportunity to thank you for your continued partnership in providing nutritious meals to the students of Fountain Valley School District. Enclosed is your renewal contract for Preferred Meals to continue providing your nutrition program for the upcoming 2021-22 school year.

At Preferred Meals, we will continue to provide innovative solutions for our partners so they can maintain a foodservice program that is:

- student focused
- cost effective
- utilizes labor efficiently
- meets all the USDA guidelines

This year, we have faced many challenges together to ensure students are fed during this unprecedented pandemic. Our teams created solutions for distance learning, classroom feeding, home delivery, and more. We quickly developed a variety of multi-day breakfast and lunch meal packs in response to the diverse needs of our school partners in safe, controlled environments.

The challenges we all face also include increased costs. Nationally, the primary driver is food inflation which is currently rising at an annual rate of 3.8%. Our industry partners continue to pass on their higher costs for reformulations and raw materials while our price has remained fixed. Other cost increases include labor (3%) and healthcare (18%). USDA regulations over the past 5 years have required us to reformulate virtually every item on our menu and we are pleased to report that our program has passed every audit and certification for meeting nutrient requirements. Our ability to deliver quality, compliant and great tasting meals to students remains unchanged.

The National School Lunch Program USDA reimbursement is increased annually based on the Food Away from Home index published each year. Currently that rate is 3.9%. This includes the increase in all the costs mentioned above in a government published index. This is what we are basing our request on increase for the renewal which will result in a net neutral cost position for the school.

We have enclosed two copies of your renewal which includes the allowable increase per your contract. Please review and upon approval, sign both copies. Retain one for your records and return one to us in the enclosed addressed and postage paid envelope.

Again, we thank you for the opportunity to Fountain Valley School District and we look forward to working with you and the children of the district again next year.

Sincerely,

Patrice Tillman
VP of Finance
Preferred Meal Systems, Inc.

CONTRACT RENEWAL AGREEMENT FOR MEAL SERVICES

THIRD ANNUAL RENEWAL

This Renewal Agreement effective July 1, 2021, by and between Preferred Meal Systems, Inc. d/b/a K-12 by Elior 5240 St. Charles Road, Berkeley IL 60163 ("Preferred") and Fountain Valley School District 10055 Slater Avenue, Fountain Valley, CA 92708 ("Customer").

WHEREAS, the parties entered into an Agreement dated August 15, 2011 (the "Agreement") whereby Preferred would provide and Customer would pay for a food service program at the Fountain Valley School District; and

WHEREAS, the current term of the Agreement expires on June 30, 2021; and

WHEREAS, the parties wish to renew the Agreement for one (1) year.

NOW THEREFORE, the parties agree as follows:

1. The parties acknowledge that this is the third annual renewal of this Agreement and is permitted under the rules and regulations of the USDA.
2. The Agreement is hereby renewed for the period commencing July 1, 2021 and ending June 30, 2022.
3. The purchase price for the meals for this renewal period shall be as follows:

Lunch	\$2.3887
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4. This Agreement may be renewed for additional periods of one (1) year or for such number of years as permitted by the USDA. Such renewal shall be upon the written mutual consent of both parties and the prices per contract renewal will be negotiated at each annual renewal period.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Fountain Valley School District

Preferred Meal Systems, Inc. d/b/a K-12 by Elior

By: Diane Sharpe
Signature

DocuSigned by:
Barbara Timm-Brock
By: 0348053AF50454
Signature

Diane Sharpe
Printed Name & Title

Barbara Timm-Brock President, K-12
Printed Name & Title

4/13/2021
Date

04/06/2021
Date



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #3 FOR THE GISLER
ELEMENTARY SCHOOL MEASURE O HVAC AND
MODERNIZATION PROJECT**
DATE: May 17, 2021

Background:

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

Fiscal Impact:

The total for Change Order #3 is \$114,877.00 and will be taken from the total contingency budget for the Gisler project of \$650,000.

Recommendation:

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



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Proposal Letter with Cushman & Wakefield for Appraisal Services**
DATE: May 10, 2021

Background:

FVSD has a long-term ground lease agreement with the Church of Jesus Christ of Latter Day Saints for the District's maintenance and operations facility located at 17350 Mt. Herrmann St. Both entities are required to obtain an appraisal every five years to determine the fair market value of the land. The District's appraised value is compared to the Church's appraised value and upon reaching a mutually agreed-upon market value, lease payments are determined for the subsequent five-year period commencing in August 2021.

We have received a proposal for appraisal services from Cushman & Wakefield to determine the market value of the fee simple interest in the land, as required by the lease agreement.

Fiscal Impact:

The fees associated with this report are estimated at \$3,000.

Recommendation:

It is recommended that the Board of Trustees authorizes the Superintendent or designee to sign all required documents related to the appraisal.

Mitzi Minerman
Director



Cushman & Wakefield Western, Inc.
18111 Von Karman Avenue, Suite 1000
Irvine, CA 92612
(949) 474-4004 Tel
(949) 474-0405 Fax
(949) 930-4374 Direct
Mitzi.Minerman@cushwake.com

April 15, 2021

Isidro Guerra
Director, Fiscal Services
FOUNTAIN VALLEY SCHOOL DISTRICT
10055 Slater Avenue
Fountain Valley, CA 92708

Re: **Industrial Land**
17350 Mount Hermann
Fountain Valley, CA 92708

Dear Mr. Guerra:

Thank you for requesting our proposal for appraisal services. This proposal letter will become, upon your acceptance, our letter of engagement to provide the services outlined herein.

TERMS OF ENGAGEMENT

I. PROBLEM IDENTIFICATION

The Parties to This Agreement: Cushman & Wakefield Western, Inc. ("C&W") and FOUNTAIN VALLEY SCHOOL DISTRICT (the "Client").

Intended Users: The appraisal will be prepared for the Client and is intended only for the use specified below. The Client agrees that there are no other Intended Users.

Intended Use: Ground rent reset. The information contained within the report will be used for further purposes of determining market rent for the ground lease on the property and to establish lease payments.

Type of Opinion and Rights Appraised: Market value of the Fee Simple Interest in the Land.

Date of Value:

- Date of inspection

Subject of the Assignment and Relevant Characteristics: The property to be appraised includes approximately 2.18 acres of industrially zoned land. The property is located in Fountain Valley, CA.

Assignment Conditions:

We anticipate the use of the following hypothetical conditions:

1) We assume as if the property is vacant land. The property is to be appraised with no consideration given to the current improvements, nor any cost to demolish or remove them.

2) We assume as if the property is not encumbered by a ground lease. There is a long term ground lease in effect. The subject property should be appraised as vacant land with no lease in place.

II. ANTICIPATED SCOPE OF WORK

USPAP Compliance:

C&W will develop an appraisal in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

General Scope of Work:

- Property Inspection to the extent necessary to adequately identify the real estate
- Research relevant market data, in terms of quantity, quality, and geographic comparability, to the extent necessary to produce credible appraisal results
- Consider and develop those approaches relevant and applicable to the appraisal problem. Based on our discussions with the Client, we anticipate developing the following valuation approaches:
- Sales Comparison Approach

III. REPORTING AND DISCLOSURE

Scope of Work Disclosure:

The actual Scope of Work will be reported within the report.

Reporting Option:

The appraisal will be communicated in an Appraisal Report.

IV. FEE, EXPENSES AND OTHER TERMS OF ENGAGEMENT

Fee:

\$3,000. All invoices are due upon receipt. The Client shall be solely responsible for C&W's fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Additional Expenses:

Fee quoted is inclusive of expenses related to the preparation of the report.

Retainer:

A retainer of 50% is required for this assignment in order to commence work.

Report Copies:

The final report will be delivered in electronic format. Up to three hard copies will be provided upon request.

Start Date:

The appraisal process will initiate upon receipt of signed agreement, applicable retainer, and the receipt of the property-specific data.

- Acceptance Date:** This proposal is subject to withdrawal if the engagement letter is not executed by the Client within four (4) business days.
- Final Report Delivery:** Within three (3) weeks of receipt of your written authorization to proceed, assuming prompt receipt of necessary property information. Payment of the fee shall be due and payable upon delivery of the report.
- Changes to Agreement:** The identity of the Client, Intended User(s) identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.
- Prior Services Disclosure:** USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser(s) has not provided prior services within the designated time frame.
- Future Marketing Disclosure:** Unless otherwise directed, at the conclusion of this engagement, we may disclose that we have appraised the subject property in future marketing documents and materials.
- Conflicts of Interest:** C&W adheres to a strict internal conflict of interest policy. If we discover in the preparation of our appraisal a conflict with this assignment, we reserve the right to withdraw from the assignment without penalty.
- Cancellation of Engagement:** Client may cancel this agreement at any time prior to C&W's delivery of the appraisal report upon written notification to C&W. Client shall pay C&W for work completed on the assignment prior to C&W's receipt of written cancellation notice, unless otherwise agreed upon by C&W and Client in writing.
- Withdrawal of Appraiser Prior to Completion of Assignment:** C&W may withdraw without penalty or liability from the assignment(s) contemplated under this agreement before completion or reporting of the appraisal in the event that C&W determines, at C&W's sole discretion, that insufficient information was provided to C&W prior to the engagement, that Client or other parties have not or cannot provide C&W with documentation or information necessary to C&W's analysis or reporting, that conditions of the subject property render the original scope of work inappropriate, or that the Client has not complied with its payment obligations under this agreement. C&W shall notify the Client of such withdrawal in writing.
- Further Conditions of Engagement:** The Conditions of Engagement attached hereto are incorporated herein and are part of this letter of engagement.

Isidro Guerra
Fountain Valley School District
April 15, 2021
Page 4

Thank you for calling on us to render these services and we look forward to working with you.

Sincerely,
CUSHMAN & WAKEFIELD WESTERN, INC.



Mitzi Minerman
Director

cc:

AGREED:
CLIENT: FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____ Date: _____
Isidro Guerra

Title: _____

E-mail Address: guerrai@fvsd.us

Phone Number: 714.843.3249

Information Needed to Complete the Assignment

We understand that you will provide the following information for our review, if available.

Physical Information

- Plot plan/survey and legal description
- Building plans/leasing plan/stacking plan
- Property Conditions Assessment Report
- Original construction and site acquisition costs
- Cost of any major expansions, modifications or repairs incurred over the past three years/capital expense budget
- On Site Contact—name and phone number—for property inspection

Financial Information

- Income & Expense Statements for three previous years plus year-to-date
- Pro forma operating budgets
- Most recent real estate tax bill or statement
- Argus diskette or other financial modeling file
- Sales history of the subject property over the past three years at a minimum

Supporting Documentation

- Leases and/or detailed Lease Abstracts
- Detailed Rent Roll including:
 - Commencement and Expiration Dates and options to renew
 - Leased Area
 - Base Rent and contractual increases (CPI, fixed steps, etc.)
 - Expense Recapture or Pass-through provisions including applicable base year amounts
 - Overage or Percentage Rent breakpoints and percentages, as applicable
 - Tenant Improvement (TI) costs
 - Concessions (free rent, other)
- Summary of recently negotiated unexecuted leases or letters of intent
- Delinquency report identifying tenants in arrears or in default

Other Documentation

- Copy of your guidelines or instructions to appraisers/consultants
- Supplemental Standards, if applicable (applies only to government agencies, government sponsored entities, other entities that establish public policy)
- Additional Information to be considered in the appraisal

Note: Please advise if, to your knowledge, C&W is representing the Client or the subject property in any other capacity (i.e., leasing, sale, financing, property management, etc.)

CONDITIONS OF ENGAGEMENT

- 1) Each Intended User identified herein should consider the appraisal as only one factor together with its independent investment considerations and underwriting criteria in its overall investment decision. The appraisal cannot be used by any party or for any purpose other than the Intended User(s) identified herein for the Intended Use described herein.
- 2) Unless identified expressly in this agreement, there are no third-party beneficiaries of agreement pertaining to the appraisal, and no other person or entity shall have any right, benefit or interest under such agreement. The identification of a party as an intended user of the appraisal does not mean that the party is a third-party beneficiary of the agreement.
- 3) The appraisal report will be subject to our standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal. All users of the appraisal report are specifically cautioned to understand the standard Assumptions and Limiting Conditions as well as any Extraordinary Assumptions and Hypothetical Conditions which may be employed by the appraiser and incorporated into the appraisal.
- 4) C&W shall have the right to utilize its affiliates in the performance of its services, provided that they comply with the obligations of C&W pursuant to this engagement.
- 5) The appraisal report or our name may not be used in any offering memoranda or other investment material without the prior written consent of C&W, which may be given at the sole discretion of C&W. Any such consent, if given, shall be conditioned upon our receipt of an indemnification agreement from a party satisfactory to us and in a form satisfactory to us. Furthermore, Client agrees to pay the fees of C&W's legal counsel for the review of the material which is the subject of the requested consent. C&W disclaims any and all liability with regard to the appraisal prepared pursuant to the engagement to any party other than the Intended User(s). Under no circumstances will C&W consent to the quote, reference or inclusion of the appraisal in connection with crowd funding activities. Further, crowd funding investors are specifically excluded from any class of Intended Users.
- 6) In the event the Client provides a copy of the appraisal to, or permits reliance thereon by, any party not identified herein as an Intended User, Client hereby agrees to indemnify and hold C&W, its affiliates and the respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal by any such party.
- 7) The balance of the fee for the appraisal will be due upon delivery of a report. Payment of the fee is not contingent on the appraised value, a loan closing, or any other prearranged condition. Additional fees will be charged on an hourly basis for any work, which exceeds the scope of this proposal, including performing additional valuation scenarios, additional research and conference calls or meetings with any party, which exceed the time allotted by C&W for an assignment of this nature. If we are requested to stop working on this assignment, for any reason, prior to our completion of the appraisal, C&W will be entitled to bill the Client for the time expended to date at C&W's hourly rates for the personnel involved.
- 8) If C&W or any of its affiliates or any of their respective employees receives a subpoena or other judicial command to produce documents or to provide testimony involving this assignment in connection with a lawsuit or proceeding, C&W will use reasonable efforts to notify the Client of our receipt of same. However, if C&W or any of its affiliates are not a party to these proceedings, Client agrees to compensate C&W or its affiliate for the professional time and reimburse C&W or its affiliate for the actual expense that it incurs in responding to any such subpoena or judicial command, including attorneys' fees, if any, as they are incurred. C&W or its affiliate will be compensated at the then prevailing hourly rates of the personnel responding to the subpoena or command for testimony.
- 9) By signing this agreement Client expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this agreement or the appraisal shall be limited to the amount of the appraisal fee paid by the Client. In the event that the Client, or any other party entitled to do so, makes a claim against C&W or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the appraisal, the maximum damages recoverable from C&W or any of its affiliates or their respective officers or employees shall be the amount of the monies actually collected by C&W or any of its affiliates for this assignment and under no circumstances shall any claim for consequential, indirect, special, punitive or liquidated damages be made.
- 10) C&W disclaims any and all liability to any party with regard to the appraisal report other than an Intended User identified herein.
- 11) The fees and expenses shall be due C&W as agreed in this letter. If it becomes necessary to place collection of the fees and expenses due C&W in the hands of a collection agent and/or an attorney (whether or not a legal action is filed) Client agrees to pay all fees and expenses including attorneys' fees incurred by C&W in connection with the collection or attempted collection thereof.
- 12) Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or this agreement shall be filed in court (or in the applicable arbitration tribunal, if the parties to the dispute have executed an arbitration agreement) within two (2) years from the date of delivery to

Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages. The time period stated in this section shall apply to all non-criminal claims or causes of action of any type.

terminate this agreement and take such other actions as are permitted or required to be taken under law or in equity.

- 13) Notwithstanding that C&W may comment on, analyze or assume certain conditions in the appraisal, C&W shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations and other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise.
- 14) Legal claims or causes of action relating to the appraisal or this agreement are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
- 15) Each party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above.
- 16) Each party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately



Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent
SUBJECT: **INTERVENTION SUMMER SCHOOL**
DATE: May 10, 2021

Background:

Fountain Valley School District is planning to launch an Intervention Summer School program that will provide important academic support opportunities for Kindergarten through 7th grade students. FVSD recognizes that the COVID-19 pandemic has impacted learning progress for a number of students, and is committed to mitigating learning loss that may have occurred since March 2020.

FVSD is planning a 5-week, program to provide intervention in Reading/English Language Arts and Mathematics for targeted students. FVSD plans for classes to meet 4-hours per day, Monday through Thursday, beginning on Tuesday, July 6, 2021 and culminating on Thursday, August 5, 2021, for a total of 19 instructional days. Classes for Kindergarten through 4th grade students will be hosted at Courreges Elementary School, with classes for 5th through 7th grade students being hosted at Fulton Middle School. It is anticipated that the program will serve in excess of 200 students.

The following is the 2021 Fountain Valley School District Intervention Summer School plan:

- June 24th Last Day of 2020-21 school year for students
- June 29th & 30th Professional Development for Summer School Teachers
- July 6th - 8th Intervention Summer School (Week 1: Tuesday – Thursday)
- July 12th – Aug. 5th Weeks 2-5 Intervention Summer School (Mon. - Thurs.)

Staffing of Credentialed and Classified employees will include:

- Certificated Staff: Classroom teachers & Site Administrator
- Classified Staff: Instructional Aides, School Office staffer, Health Aide, Custodial support, and Food Service team members

Fiscal Impact:

FVSD anticipates the most significant cost associated with the Intervention Summer School program will be staffing, which is dependent on the number of students that participate in the program. In addition, there will be some costs associated with curriculum development, training, and food services. The estimated cost of the Intervention Summer School program is not to exceed \$500,000, which would be supported by the Expanded Learning Opportunities Grant and LCFF Supplemental Funding.

Recommendation:

It is recommended that the Board of Trustees approves plans for the District to provide Intervention Summer School for targeted students.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Director, Educational Services
SUBJECT: **EXPANDED LEARNING OPPORTUNITIES GRANT**
DATE: May 17, 2021

Background:

Earlier this spring, the California Legislature approved the Assembly Bill 86 COVID-19 relief package, which was subsequently signed into law by Governor Newsom on March 5, 2021. The Expanded Learning Opportunities (ELO) Grant was one component of AB 86 that provides \$4.6 billion to be used by school districts to:

- Extend instructional learning time
- Accelerate progress to close learning gaps
- Integrate pupil supports
- Create community learning hubs
- Provide supports for credit deficient pupils
- Provide additional academic services
- Provide training for school staff

School districts were required to develop ELO Grant Plans to be approved by the Local School Board prior to June 1, 2021. Districts are also required to engage stakeholders in the ELO Grant development process. FVSD leveraged meetings with the District's LCAP Leadership Team, Collective Bargaining Units and information gathered through the 2021 LCAP Input Survey (over 1,100 responses) to meet the stakeholder engagement requirement.

Highlights of FVSD plans to utilize Expanded Learning Opportunity Grant funding include:

- Provide Intervention Summer School for students in Kindergarten through 7th grade in Summer 2021 and Summer 2022
- Provide an additional professional development day for certificated and classified staff prior to the 2021-22 school year
- Provide additional academic support personnel focused on ELA and Math at the elementary level, and additional sections dedicated to ELA and Math support in middle school master schedules during the 2021-22 school year
- Provide a Social Emotional Learning Screener for all students, develop Elementary and Middle School SEL curriculum, utilize behavioral aides to provide support in primary grade classrooms, and develop a mental health plan for FVSD

Fiscal Impact:

Expanded Learning Opportunity Grant funding is apportioned to school districts based on the district's average daily attendance (ADA), LCFF entitlement apportionment, and number of homeless pupils enrolled in the district. Based on the apportionment formula, Fountain Valley School District will receive \$3,377,911.00 which must be utilized for the aforementioned purposes by August 31, 2022.

Recommendation:

It is recommended that the Board of Trustees approves the Expanded Learning Opportunities Grant Plan.

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Fountain Valley School District	Jerry Gargus, Ed.D. Director, Educational Services	gargusj@fvsd.us 714-843-3268

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Fountain Valley School District has a long-standing tradition of working collaboratively to ensure that we meet the high expectations of our parents, staff, and community. The District's approach to the Expanded Learning Opportunities Grant (ELO Grant) Plan development process was to gather current input from multiple groups including parents, certificated and classified bargaining units, site administrators, and district administrators, as well as to reflect on input provided by these same stakeholder groups since the onset of the COVID-19 pandemic in March 2020.

Providing expanded learning opportunities for students has been a common theme when working with FVSD's many input groups including the LCAP Leadership Team, District English Learner Advisory Council (DELAC), School Site Councils from each of the District's ten schools, certificated and classified bargaining units, English Learner Lead Teachers from each school site, and the Superintendent's Parent Council (which consists of PTA leaders from each school site). Input from these groups has served the dual purposes of providing staff with guidance/input that transcends both the ELO Grant and the District's 2021-22 LCAP. Results from a

comprehensive Spring 2021 stakeholder survey (1,148 responses) indicated that 93.1% of respondents “strongly” or “moderately” supported “providing academic intervention for identified students during and beyond the school day and school year.”

FVSD staff also reflected on survey data gathered between April 2020 and April 2021 related to the academic support needs of students. These survey results helped FVSD to identify the perceived need for expanded learning opportunities for students that participated in the District’s Hybrid Program and Full-year Virtual-Remote Program. Results from staff surveys conducted in October/November 2020 help to demonstrated the need for expanded learning opportunities related to both academic and social-emotional success of students:

- 50.4% of certificated staff members serving in the District’s Hybrid Program reported that 20% of students participating in the program were “at-risk academically and would benefit from additional academic intervention”
- 20% of certificated staff members serving in the District’s FVSDConnected Virtual-Remote Program reported that 20% of students participating in the program were “at risk academically and would benefit from additional academic intervention”
- 22.6% of certificated staff members serving in the District’s Hybrid Program reported that they would describe 20% of students participating in the program “at-risk social-emotionally and would benefit from additional intervention”
- 8% of certificated staff members serving in the District’s FVSDConnected Virtual-Remote Program reported that they would describe 20% of students participating in the program were “at-risk social-emotionally and would benefit from additional intervention”

In addition, there were over 280 narrative responses to open-ended questions in FVSD’s 2021-22 LCAP Input Survey, of which 17.4% addressed the need to provide students with extensive social-emotional support and 10.6% addressed the need to provide students with extensive academic support. These were also two of the action items with the highest level of support within the qualitative response section of the same survey:

- 95.1% of respondents “strongly or moderately” supporting actions to “provided social emotional support for elementary students
- 95.0% of respondents “strongly or moderately” supporting actions that “utilize middle school counselors to provide social emotional support”
- 93.1% of respondents “strongly or moderately” supporting “academic interventions for identified students during and beyond the school day” for students at all grade levels

To gather further input into the Expanded Learning Opportunities Grant, FVSD staff engaged in discussion with certificated and classified collective bargaining groups that occurred in April and May 2021. In addition, FVSD conducted a Board Workshop as part of the May 20, 2021 regularly scheduled meeting of the Board of Trustees during which staff shared information related to the Expanded Learning Opportunities Grant that was broadcast via Zoom to the FVSD community.

A description of how students will be identified and the needs of students will be assessed.

FVSD staff will utilize multiple measures to identify students for participation in both academic and social-emotional expanded learning opportunities support by ELO Grant funding. District personnel will analyze performance data from local assessments including Fountas & Pinnell reading assessments, Scholastic Reading Inventory Lexile assessments, and IXL Diagnostic Assessment for English Language Arts and Mathematics to identify students in need of academic supports. These formative assessments will be administered at regularly-scheduled increments during the two-year grant period to provide timely and accurate information about student performance. This will serve the dual purposes of identifying students in need of academic interventions, and monitoring the impact of the support provided on individual student achievement. In addition, FVSD staff will utilize 2021 Summative ELPAC data to complement the aforementioned assessments in order to provide an additional, targeted level of thoroughness to ensure the greatest possible level of access to supports for the District's English Learners.

To identify students with social-emotional support needs, FVSD will rely on teacher/staff referrals, parent referrals, and student self-referrals. In addition, FVSD-owned devices are equipped with Securly technology which helps to identify students that may be using technology to access inappropriate content, engage in or be a target of online bullying, or engage in self-harming behaviors. The District will continue providing an anonymous tip-line that students and families will be able to utilize to communicate concerns about individual student issues or areas of concern. FVSD staff will closely monitor student attendance and engagement, formative and summative academic performance metrics, and school site discipline data to help identify behavioral trends and individual student needs. Finally, FVSD is working to develop an "Emotional and Behavioral Needs Universal Assessment" that the District would utilize to help identify the social-emotional needs of students.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Engaging and meaningful ongoing communication with parents and guardians of students is a great source of pride within Fountain Valley School District. FVSD utilizes multiple technology platforms to share information with parents, including ParentSquare messages and postings to District and School Site websites. FVSD will prepare specially-designed communication regarding interventions and supports made possible through ELO Grant funding. Classroom teachers will also play a pivotal role by serving as the most direct link between schools and families. In addition, the plan will be published to the District's Educational Services webpage in both English and Vietnamese, with specific information regarding available interventions summarized in easily accessible web content that leverages Google Translate functionality to provide access to parents in over 100 languages.

A description of the LEA's plan to provide supplemental instruction and support.

FVSD plans to provide a comprehensive, three-tiered model of support that provides universal, targeted, and intensive supports based on students' needs for academic, social-emotional, and other integrated supports.

Universal Support

During the academic year, all students will participate in differentiated instruction supported by their classroom teacher that is aligned with the CA Common Core Standards and Next Generation Science Standards. Teachers will leverage FVSD's signature practices of balanced literacy and CGI instruction for math, as well as whole-group and small group instructional models to introduce concepts and differentiate learning experiences for students based on their needs. The District will utilize common formative assessments, complemented by teacher-developed assessments, to identify the unique learning needs of students and differentiate core content area instruction. FVSD will utilize IXL Diagnostics for ELA and Math that pinpoint grade level proficiency in key math and language arts strands, and provide personalized action plans for each student to help fill individual knowledge gaps and facilitate meaningful progress.

FVSD intends to expand instructional aide support to provide additional hours of daily support in classrooms to enable small group instruction during language arts and math instructional blocks. To extend learning opportunities for all students during the summer months, FVSD staff have developed an 8-week online program that leverages a variety of educational technologies and grade level specific learning tasks. The 8-week program consists of 4-weeks of review of essential skills from the students' current grade level, which is complemented by 4-weeks of preview of essential learning that students will encounter in the upcoming school year.

In terms of social-emotional instruction and support, all students will participate in learning activities that address the central concepts of the CASEL framework including self-awareness, self-management, responsible decision-making, relationship skills, and social awareness. In addition, school counseling supports will be provided by district counseling interns at the elementary level and district counselors at the middle school level. Supports will be available to both elementary and middle school students to address and help students navigate episodic peer relations issues and/or peripheral circumstances that negatively impact their social-emotional well-being.

Universal Support funded through the Expanded Learning Opportunities Grant will include:

- An additional professional development day for certificated and classified staff during the 2021-22 school year
- Social-Emotional Learning Lead to support SEL programs at all seven elementary schools
- Development of a Social-Emotional Learning Universal Screener to gather information about SEL needs of students
- Behavioral aides to provide support in primary grade classrooms
- Additional in-class academic support personnel focused on supporting ELA and Math at the Upper Elementary and Middle School Levels
- Middle School Academic Support provided by ELA & Math Site Leads and Science & Social Studies District Leads

- Expand middle school academic guidance supports to better prepare students for transition to high school
- Research and implement elementary and middle school SEL support, which may include curriculum and mental health planning

Targeted Support

Throughout the school year, FVSD intends to provide targeted academic and social-emotional support that helps students in need close academic achievement gaps and improve their social-emotional well-being.

At the elementary level, targeted academic support will be provided for students during the instructional day, as well as before/after school. Students will be identified for targeted academic support using common district-wide reading and math assessments, as well as referrals from teachers. FVSD will hire and train a team of reading intervention teachers to provide targeted support for students in grades K-3 that demonstrate gaps in knowledge related to phonics/phonemic awareness, reading fluency, and reading comprehension. FVSD will also hire and train a team of intervention teachers that will be assigned to support students in upper elementary grade classrooms in both reading/language arts and math. Funding will also be allocated to school sites to provide additional targeted support for both reading and math outside of the school day.

At the middle school level, targeted academic support will also be provided for students during the instructional day, as well as before/after school. Students will be identified for targeted academic support using common district-wide reading and math assessments, as well as report card grades and referrals from teachers. Each of FVSD's three middle schools will be provided with funding to support multiple sections of reading/language arts and math intervention classes in their master schedules. Funding will also be allocated to school sites to provide additional targeted support for core content area classes outside of the school day.

FVSD will also offer extensive in-person summer programming for students in need of targeted support in reading/language arts and mathematics. The program will provide students with over 50-hours of in-person instruction provided by FVSD's classroom teachers, with roughly two hours per day focused on reading/language arts, and an additional one-and-a-half hours per day focused on mathematics. Students will be identified for the summer learning program via end-of-year reading and math assessments administered in May/June or by referral by classroom teacher at the elementary level, as well as academic grades in language arts and math at the middle school level. The goal of the program will be to help close knowledge gaps related to phonics/phonemic awareness, reading fluency, reading comprehension, and mathematics. Students in special populations groups (i.e., English learners, students identified as low-income, students identified as homeless/foster youth) will be prioritized for inclusion in the summer program.

Students with ongoing social-emotional support needs will be referred for additional counseling support. This support will be provided by school counselors at the middle school level or Licensed Professional Clinical Counselor (LCPP) Interns at the elementary level. Depending on the nature of the student's need, counseling support for students will be provided in either small-group or individual counseling sessions, upon receiving parental permission to participate in targeted support.

Targeted Support funded through the Expanded Learning Opportunities Grant will include:

- TK-2 Site Intervention Teachers (3 per site) to provide support for emerging readers
- Identify and train elementary and middle school Site Lead Teachers to help coordinate before, during, and after school interventions
- Additional sections in middle school master schedules to provide ELA and Math intervention for students
- Increased Bi-lingual Aide support for Newcomers identified as English Learners with limited English proficiency

Intensive Support

Each FVSD campus will leverage the Student Success Team model to help identify students in need of intensive academic and/or social-emotional support, and develop structured plans to help students succeed.

Students that are not progressing academically in the general education classroom with the sustained assistance of targeted supports will be referred for formal assessment by the school psychologist. In circumstances where student's academic success is not impacted by an identified disability, they will continue to receive universal support and targeted support; however, if a student's academic success is impacted by an identified disability, an Individualized Education Plan Team will be formed to create a plan for providing special education support for the student.

Students that present social-emotional needs that surpass what can be addressed appropriately in a school setting will be referred for community-based supports. FVSD staff will leverage the existing partnership with CareSolace to coordinate "facilitated connections" between families and community-based service providers. This "concierge service" will be provided to families at no cost, and will help ensure that they connect with providers that accept their personal insurance or provide services at no cost. FVSD staff will continue to provide school-based support for students referred for outside agency support in all circumstances where it is deemed appropriate.

Intensive Support funded through the Expanded Learning Opportunities Grant will include:

- Site allocations to support before and after school intervention for students at both the elementary and middle school levels
- Elementary and Middle School Summer School Programs for Summer 2021 and Summer 2022
- Additional training for members of the District's Crisis Response Team and Site-level Student Success Teams

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$975,000.00	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$450,727.00	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning	\$676,092.00	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	[\$ 0.00]	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	[\$ 0.00]	[Actual expenditures will be provided when available]
Additional academic services for students	\$676,092.00	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$600,000.00	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	\$3,377,911.00	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Expanded Learning Grant Funds will be coordinated with ESSER II and ESSER III funds to expand the supports outlined in the plan beyond what would be possible with ELO funds alone. In addition, due to the expanded use timelines for ESSER funds, the District will be able to offer the supports over additional school years if needed.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact ELOGrants@cde.ca.gov.

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.

- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students’ social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021



Fountain Valley School District
Support Services
2020-2021 K

MEMORANDUM

TO: Dr. Mark Johnson
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2020-2021 K**
DATE: May 17, 2021

Background:

According to the Special Education Settlement Agreement signed on April 30, 2021, between Parents and the Fountain Valley School District, Parties agree on educational placement and services of student for the 2020-2021 and 2021-2022 school years. Term of settlement agreement is through December 1, 2021. In addition, The District agrees to reimburse Parent for transportation costs for two round trips for transporting Student to and from school through December 1, 2021. Required documentation for reimbursement must be submitted by January 15, 2022.

Fiscal Impact:

No fiscal impact.

Recommendation:

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



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION**
DATE: May 17, 2021

Background:

Fountain Valley School District and Fountain Valley Education Association entered into a Memorandum of Understanding for the 2021-2022 school year to add one (1) additional day of professional development to the 2021-2022 certificated bargaining unit members' work year. This is a regular workday of mandatory professional development focusing on student academic data and learning loss, supporting the return to full, in-person instruction for the 2021-2022.

The Memorandum of Understanding is for one year only and will expire automatically on June 30, 2022.

Fiscal Impact:

The cost of the additional day to the 2021-2022 work year will be covered by one-time COVID Relief funds.

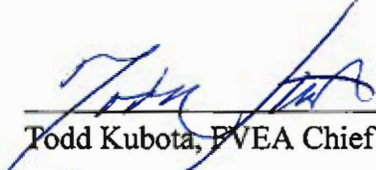
Recommendation:

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

Memorandum of Understanding
Fountain Valley Education Association
And
Fountain Valley School District
May 17, 2021

The Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) agree to the following:

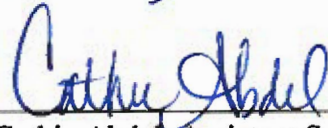
1. An additional workday of September 1, 2021 added to the certificated bargaining unit members work year, changing the work year from 185 days to 186 days, and 195 days to 196 days, respectively, for the 2021-2022 school year only. This a regular workday of mandatory professional development; all regular rules regarding use of leaves apply including prior approval by an immediate supervisor if required.
2. Certificated Bargaining Unit members' will be paid an additional one (1) workday at their per diem/daily rate reflected on the September 30, 2021 pay warrant.
3. This Memorandum of Understanding will expire automatically on June 30, 2022.



Todd Kubota, FVEA Chief Negotiator

5/17/21

Date



Cathie Abdel, Assistant Superintendent, Personnel

5/17/2021

Date

2020/2021

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education

Date: May 4, 2021

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

Board Meeting Date: May 20, 2021

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

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
N/A	Speech and Language Development Center W21183	N/A	April 19, 2021 to June 30, 2021
	Speech and Language Development Center W21184	\$12,651.75	April 19, 2021 to June 30, 2021
	David Kirschen, O.D., Ph.D., dba Customized Vision Care W21185	\$450.00	May 21, 2021 to November 30, 2021

Approved by the FVSD Board of Trustees
May 20, 2021

Dr. Mark Johnson
Superintendent

Date:

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 19th day of April 2021 and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provide herein.

CONTRACTOR,
Speech and Language Development Center
 Nonpublic School/Agency

LEA,
Fountain Valley School District

By: _____
 Signature Date

 Name and Title of Authorized Representative

By: _____
 Signature Date
Dr. Mark Johnson, Superintendent
 Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

 Name
Speech and Language Development Center
 Nonpublic School/Agency/Related Service Provider

 Address

 City State Zip

 Phone Fax

 Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2020-2021 RATES

CONTRACTOR Speech and Language Development Center (SLDC) **CONTRACTOR NUMBER** W21183 **2020-2021**
(NONPUBLIC SCHOOL OR AGENCY) (CONTRACT YEAR)

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

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

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

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$ 167.00	Per Diem
Basic Education Program/Dual Enrollment		

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

B. Related Services

(1) a. Transportation – Round Trip	47.00 / 57.50 / 70.00	Per Day
b. Transportation – One Way	28.20 / 34.50 / 42.00	Per Day
c. Public Transportation		
d. Parent*		
(2) a. Educational Counseling – Individual	\$ 106.00	Per Hour
b. Educational Counseling – Group of _____	\$ 106.00	Per Hour
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual	\$ 98.00	Per Hour
b. Adapted Physical Education – Group	\$ 98.00	Per Hour
c. Adapted Physical Education – _____		
(4) a. Language and Speech Therapy – Individual	\$ 109.00	Per Hour
b. Language and Speech Therapy – Group	\$ 109.00	Per Hour
c. Language and Speech – Assessment		
d. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)	\$ 25.00	Per Hour
b. Additional Instructional Assistant – 2:1 Aide	\$ 16.00	Per Hour
c. Additional Instructional Assistant – 3:1 Aide	\$ 14.00	Per Hour
(6) Augmentative & Alternative Communication (AAC) – Consultation	\$ 109.00	Per Hour
(7) a. Occupational Therapy – Individual	\$ 109.00	Per Hour
b. Occupational Therapy – Group	\$ 109.00	Per Hour
c. Occupational Therapy – Assessment		
d. Occupational Therapy – Consultation Rate		
(8) Physical Therapy	\$ 109.00	Per Hour
(9) a. Behavior Intervention and Development (BID)		
b. Behavior Intervention and Implementation (BII)	\$ 38.00	Per Hour
c. Behavior Intervention – Supervision (BCBA)	\$ 109.00	Per Hour
Provided by: _____		
(10) Bus Aide (1:1)	\$ 25.00	Per Hour
(11) Social Skills	\$ 99.50	Per Hour

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

2020/2021

HBUHSD Contract # W21184

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on April 19, 2021 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2021, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	SPEECH AND LANGUAGE DEVELOPMENT CENTER	
Address	10055 SLATER AVENUE		Address	8699 HOLDER STREET	
City, State Zip	FOUNTAIN VALLEY, CA 92708		City, State, Zip	BUENA PARK, CA 90620	
LEA Case Manager	AMY MOTSINGER		Phone	714-821-3620	Fax 714-821-5683
			E-Mail	WWW.SLDC.NET	
Student Last Name		Student First Name	Program Contact Name	ADRIENNE KESSLER, CHIEF EXECUTIVE OFFICER	
D.O.B.		I.D. #	Phone	714-821-3620	Fax 714-821-5683
			E-Mail	INFO@SLDC.NET	
Grade Level		Sex (M or F)	Education Schedule – Regular School Year		
Parent/Guardian Last Name		Parent/Guardian First Name	Number of Days	42	Number of Weeks 9
Address			Education Schedule – Extended School Year		
City, State Zip			Number of Days	0	Number of Weeks 0
			Contract Begins	04/19/21	Ends 06/30/21
Home Phone		Business/Mobile Phone	Master Contract Approved by the Governing Board on:		05/20/21

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 167.00	PER DIEM	42	0	\$ 7,014.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A		X			\$ 70.00/RT	Zone 3 Round-trip	42	0	\$ 2,940.00
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Group									
b. Individual		X			\$109.00/hr	1x90min/wk	9	0	\$ 1,471.50
5. Occupational Therapy									
a. Therapy		X			\$109.00/hr	1x60min/wk	9	0	\$ 981.00
b. Group/Consultation									

2020/2021

HBUHSD Contract # W21184
 Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NFS	NFA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy a. Therapy		X			\$109.00/hr	1x15min/wk	9	0	\$ 245.25
b. Consultation									
7. ABA - Behavior Intervention a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Other									
10. Residential Services a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
								A + B TOTAL COST	\$ 12,651.75

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 5,637.75

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 12,651.75

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 05/20/21

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

-CONTRACTOR-

-LEA-

SPEECH AND LANGUAGE DEVELOPMENT CENT
 (Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
 (Name of School District)

 (Contracting Officer's Signature) (Date)

 (Signature) (Date)

 (Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
 (Name of Superintendent or Authorized Designee)

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of May, 20 21, by and between David Kirschen, O.D., Ph.D., dba Customized Vision Care, hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

WHEREAS, the DISTRICT is in need of special services and advice in educational, programmatic, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:
To provide Vision Assessment Services for student;
2. The Independent Contractor will commence providing services under this AGREEMENT on February 17, 2021 and will diligently perform as required and complete performance by August 31, 2021
The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The DISTRICT shall pay the Independent Contract A total not to exceed \$450.00
To include comprehensive assessment, written report, records review, any related school visits and/or interviews/observations, and IEP meeting participation. See IEE guidelines, Appendix A & B
for services pursuant to this AGREEMENT.
Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) 30 days in advance of each payment due date.
5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
 - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT
Page Two

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

- 7. The AGREEMENT is not assignable without written consent of the parties hereto.
- 8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
- 9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 10. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-preform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Signature

David Kirschen, O.D., Ph.D.
dba Customized Vision Care

Printed Name

Dr. Mark Johnson
Superintendent

428 S. Brea Boulevard

Address

10055 Slater Avenue
Fountain Valley, CA 92708

Brea, CA 92821

City, State, Zip

87-0735408

Federal ID for business/Social Security No. for individuals

Date

Date