



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**AGENDA**

10055 Slater Avenue  
Fountain Valley, CA 92708

**June 24, 2021**

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

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

**SPECIAL PRESENTATIONS**

**1. CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE OF THE YEAR SAM KOSER**

The Board of Trustees will join staff and the community to celebrate Sam Koser, Maintenance and Operations, honored this evening as Fountain Valley School District’s Classified Employee of the Year 2021.

**2. RECOGNITION OF CLASSIFIED RETIREES BRAD GULLA, LYNN  
IVANS-AARON, BARBARA LAZOREK, KATHY NIEMEYER,  
BULMARO SANCHEZ AND DIANE SHARPE**

The Board of Trustees is pleased to join our staff and community in celebrating our six retiring classified staff: Brad Gulla, Lynn Ivans-Aaron, Barbara Lazorek, Kathy Niemeyer, Bulmaro Sanchez and Diane Sharpe, and their lasting impact and dedication to the students, staff and families of the Fountain Valley School District.

**3. CELEBRATION OF OUTGOING ASSISTANT SUPERINTENDENT,  
EDUCATIONAL SERVICES, DR. STEVE MCLAUGHLIN**

Tonight, the Board of Trustees will join staff and our community in thanking Dr. McLaughlin for the lasting impact he has had on our District and celebrating him as a forever FVSD Family member.

*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.*

- **RECESS**

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

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

**In order to address the Board of Trustees, please 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**

- |           |   |                                       |
|-----------|---|---------------------------------------|
| <b>4.</b> | <b>APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES</b> | M ___<br>2 <sup>nd</sup> ___<br>V ___ |
|-----------|---|---------------------------------------|

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Educational Services with Steve McLaughlin, Ed.D.

- |           |  |                                       |
|-----------|--|---------------------------------------|
| <b>5.</b> | <b>APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, BUSINESS SERVICES</b> | M ___<br>2 <sup>nd</sup> ___<br>V ___ |
|-----------|--|---------------------------------------|

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Business Services with Christine Fullerton, effective June 24, 2021.

- |           |  |                                       |
|-----------|--|---------------------------------------|
| <b>6.</b> | <b>APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, PERSONNEL</b> | M ___<br>2 <sup>nd</sup> ___<br>V ___ |
|-----------|--|---------------------------------------|

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Personnel Services with Cathie Abdel, effective June 24, 2021.

**7. APPROVAL OF EMPLOYMENT CONTRACT FOR SUPERINTENDENT**

M \_\_\_  
2nd \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment contract for the position of Superintendent with Mark Johnson, Ed.D., effective June 24, 2021.

**8. APPROVAL OF AMENDMENT TO REGULAR MEETING SCHEDULE TO ADD MEETING IN JULY**

M \_\_\_  
2nd \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees approves adding a regular board meeting in July with a proposed meeting date of July 15, 2021.

**9. APPROVAL OF THE 2021-22 LOCAL CONTROL ACCOUNTABILITY PLAN FOR PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT**

M \_\_\_  
2nd \_\_\_  
V \_\_\_

As part of the Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP).

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the 2021-22 Local Control Accountability Plan for Fountain Valley School District.

**10. APPROVAL OF 2021-22 DISTRICT BUDGET**

M \_\_\_  
2nd \_\_\_  
V \_\_\_

The 2021-22 District budget represents the results of the Board's direction of maintaining the current high-quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts the budget for fiscal year 2021-22.

**11. APPROVAL OF CA DASHBOARD LOCAL PERFORMANCE INDICATOR SELF-REFLECTION**

M \_\_\_  
2nd \_\_\_  
V \_\_\_

The California School Dashboard is an online tool that shows how local education agencies and schools are performing on the state and local indicators included in California's school accountability system. Beginning with the Fall 2017 CA Dashboard release, local education agencies were required to annually complete the self-reflection tools for the local indicators.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the 2021 Local Performance Indicator Self-Reflection for the Fountain Valley School District.

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

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

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

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

**Routine Items of Business**

- 12-A. Board Meeting Minutes from June 10<sup>th</sup> regular meeting
- 12-B. Board Meeting Minutes from June 12<sup>th</sup> special meeting
- 12-C. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 12-D. Donations
- 12-E. Warrants
- 12-F. Purchase Order Listing

**Consent Items**

**12-G. MEMORANDUM OF UNDERSTANDING BETWEEN ORANGE COUNTY DEPARTMENT OF EDUCATION AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR SPECIAL SCHOOLS PROGRAM**

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

**12-H. RESOLUTION 2022-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2022-01: Authorization of Signatures on Replacement Warrants.

**12-I. RESOLUTION 2022-02: APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2022-02 naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

**12-J. RESOLUTION 2022-03: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2022-03: Authorization of Approval of Vendor Claims/Orders.

**12-K. RESOLUTION 2022-04: AUTHORIZATION OF SIGNATURES**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2022-04: Authorization of Signatures.

**12-L. CARE SOLACE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Care Solace and FVSD for the 2021-2022, 2022-2023 and 2023-2024 school years.

**12-M. LANGUAGE NETWORK**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Language Network and FVSD for the 2021-2022, 2022-2023, and 2023-2024 school years.

**12-N. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2021-2022 A**

Superintendent's comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 A.

**12-O. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2021-2022 B**

Superintendent's comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 B.

**12-P. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2021-2022 C**

Superintendent's comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 C.

**12-Q. EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS**

Superintendent's comments: It is recommended that the Board of Trustees approves annual agreements for the 2021-22 school year.

**12-R. ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S 2020-2021 ANNUAL REPORT**

Superintendent's Comments: It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2020-2021 Annual Report.

**12-S. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT (QUARTER #4: APRIL 1 – JUNE 30, 2021)**

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the fourth quarter of the 2020-21 year and approves its submittal to the Orange County Department of Education.

**12-T. SCHOOLCARE WORKS BY PROCARE SOFTWARE SERVICE AGREEMENT FOR THE 2021-2022 SCHOOL YEAR**

Superintendent's comments: It is recommended that the Board of Trustees approves the Service Agreement between Procure Solutions/Cirrus Group LLC and the Fountain Valley School District for the school year 2021-2022.

**12-U. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FOUNTAIN VALLEY CHAPTER 358**

Superintendent's comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between Fountain Valley School District and California School Employees Association and its Fountain Valley Chapter 358.

**12-V. PROFESSIONAL DEVELOPMENT BY DISCOVERY EDUCATION FOR FVSD ELEMENTARY SCHOOLS GRADES TK-5**

Superintendent's Comments: It is recommended that the Board of Trustees approves for Discovery Education TK-5<sup>th</sup> grade science professional development contract.

**12-W. RESOLUTION 2022-05 TEMPORARY INTER-FUND TRANSFERS FROM FUND 40 IN 2021-22 FISCAL YEAR**

Superintendent's comments: It is recommended that the Board of Trustees adopts Resolution 2022-05, allowing the temporary inter-fund transfer of funds from Fund 40 in the 2021-22 fiscal year.

**12-X. RESOLUTION 2022-06 – RESOLUTION TO DESIGNATE THE OBSERVANCE OF LINCOLN DAY HOLIDAY ON FEBRUARY 14, 2022**

Superintendent's comments: It is recommended that the Board of Education adopts Resolution 2022-06 designating the observance of Lincoln Day on February 14, 2022.

**12-Y. 2021-22 MANDATE BLOCK GRANT**

Superintendent's comments: It is recommended that the Fountain Valley School District elects Block Grant funding effective for the 2021-22 fiscal year and authorizes the Superintendent or his designee to sign all documents.

**12-Z. APPROVAL OF ORANGE COUNTY DEPARTMENT OF EDUCATION POWERSCHOOL AND ELECTRONIC DOCUMENT MANAGEMENT SYSTEM AGREEMENTS**

Superintendent's comments: It is recommended that the Board approves Agreement 51655 "BusinessPLUS System Support", Agreement 46315 – Amendment #3 "Human Resources Application" and Agreement 51510 "Electronic Document Management" with the Orange County Department of Education and authorizes the Superintendent or designee to sign all documents.

**12-AA.STUDENT ACCIDENT INSURANCE**

Superintendent's comments: It is recommended that the Board of Trustees approves the selection of CHUBB ACE American Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2021-22 school year.

**12-BB.RESOLUTION 2022-07 – RESOLUTION TO ESTABLISH AN ASSOCIATE STUDENT BODY (ASB) SPECIAL REVENUE FUND**

Superintendent's comments: It is recommended that the Board of Trustees adopts Resolution 2022-07 to establish Fund No. 08 Associate Student Body (ASB) Special Reserve Fund.

**12-CC.APPROVE CHANGE ORDER #4 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 #4 for the Gisler Elementary School Measure O HVAC and Modernization Project.

**12-DD.APPROVE MEMORANDUM OF UNDERSTANDING WITH THE HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT FOR THE SUPPLY AND PURCHASE OF FUEL**

Superintendent's comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding with Huntington Beach Union High School District for the supply and purchase of fuel.

**12-EE.APPOINT MEMBERS OF CITIZEN'S BOND OVERSIGHT COMMITTEE**

Superintendent’s comments: It is recommended that the Board of Trustees appoints the members of the Citizens’ Bond Oversight Committee as presented in the attached.

**12-FF. INDEPENDENT CONTRACT FOR BEHAVIOR SOLUTIONS**

Superintendent’s comments: It is recommended that the Board of Trustee approves the contract between Fountain Valley School District and Behavior Solutions for the 2021-2022, 2022-2023 and 2023-2024 school years.

**12-GG. CONSOLIDATED APPLICATION - Spring 2021 Release**

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

**12-HH. GOODWILL INDUSTRIES OF ORANGE COUNTY – DHH PROGRAM SERVICE AGREEMENT**

Superintendent’s comments: It is recommended that the Board of Trustee approves the contract between Goodwill Industries of Orange County and FVSD for the 2021-2022, 2022-2023, and 2023-2024 school years.

**12-II. RESOLUTION 2022-08 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2021-22 FISCAL YEAR**

Superintendent’s Comments: It is recommended that the Board of Trustees adopts Resolution 2022-08 approving the expenditure of Education Protection Account funds to be received quarterly during the 2021-22 fiscal year.

**12-JJ. 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
Kimberly J. Hiddleson dba: Hiddleson Listening, Language & Speech Center	N/A	7/1/21-6/30/22
Kimberly J. Hiddleson dba: Hiddleson Listening, Language & Speech Center	\$8,896.56	7/1/21-6/30/22
Mardan School	N/A	7/1/21-6/30/22
Mardan School	\$43,645.74	7/1/21-6/30/22

Olive Crest Academy & Olive Crest Acad. – N	N/A	7/1/21-6/30/22
Olive Crest Academy & Olive Crest Acad. – N	\$51,068.00	7/1/21-6/30-22
Speech and Language Development Center	N/A	7/1/21-6/30/22
Speech and Language Development Center	\$62,121.60	7/1/21-6/30/22
Secure Transportation Company, Inc.	\$30,000.00	7/6/21-6/30/22

### **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, July 15, 2021 at 6:30PM  
pending approval this evening.**

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

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

Board meeting of June 24, 2021



Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE OF THE YEAR SAM KOSER**  
DATE: June 18, 2021

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**Background:**

The Board of Trustees will join staff and the community to celebrate Sam Koser, Maintenance and Operations, honored this evening as Fountain Valley School District's Classified Employee of the Year 2021.

Board meeting of June 24, 2021



Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **RECOGNITION OF CLASSIFIED RETIREES BRAD GULLA,  
LYNN IVANS-AARON, BARBARA LAZOREK, KATHY  
NIEMEYER, BULMARO SANCHEZ AND DIANE SHARPE**  
DATE: June 22, 2021

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**Background:**

The Board of Trustees is pleased to join our staff and community in celebrating our six retiring classified staff: Brad Gulla, Lynn Ivans-Aaron, Barbara Lazorek, Kathy Niemeyer, Bulmaro Sanchez and Diane Sharpe, and their lasting impact and dedication to the students, staff and families of the Fountain Valley School District.

Board meeting of June 24, 2021



Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **CELEBRATION OF OUTGOING ASSISTANT  
SUPERINTENDENT, EDUCATIONAL SERVICES, DR. STEVE  
MCLAUGHLIN**  
DATE: June 18, 2021

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**Background:**

Tonight, the Board of Trustees will join staff and our community in thanking Dr. McLaughlin for the lasting impact he has had on our District and celebrate him as a forever FVSD Family member.

Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Superintendent  
SUBJECT: **APPROVAL OF ADDENDUM TO EMPLOYMENT CONTRACT  
FOR ASSISTANT SUPERINTENDENT, EDUCATIONAL  
SERVICES**  
DATE: June 18, 2021

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**Background**

An addendum to the contract for employment of Assistant Superintendent, Educational Services, Steve McLaughlin, Ed.D., is presented to the Board of Trustees for approval.

**Recommendation:**

It is recommended that the Board of Trustees approves the addendum to the employment contract for the position of Assistant Superintendent, Educational Services with Steve McLaughlin, Ed.D.

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**ADDENDUM TO**  
***AGREEMENT OF EMPLOYMENT***  
***OF ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES***  
**DR. STEVE MCLAUGHLIN**

**WHEREAS**, the Fountain Valley School District and its Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, are parties to an Agreement of Employment dated March, 2017, which describes the Assistant Superintendent's term of employment and annual base salary, among other terms and conditions of employment, which has been amended from time to time; and

**WHEREAS**, the Governing Board of the District hereby (1) approves a salary increase for the Assistant Superintendent.

**NOW THEREFORE:**

The Fountain Valley School District and Assistant Superintendent Dr. Steve McLaughlin agree to the following addendum to the Agreement of Employment dated March, 2017.

The Agreement of Employment and all previous amendments thereto are incorporated into this Addendum by this reference.

Except as stated herein, all current terms of employment remain in full force and effect, as amended by this Addendum.

1. The Assistant Superintendent's annual base salary shall be \$198,557, retroactive to July 1, 2020, for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated.

In addition, a one-time payment of \$1,000 shall be paid to the Assistant Superintendent, Educational Services upon signing of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Addendum on this 24th day of June, 2021.

**ACCEPTED:**

FOUNTAIN VALLEY SCHOOL  
DISTRICT BOARD OF TRUSTEES

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Mark Johnson  
Superintendent  
Secretary, Board of Trustees

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Steve McLaughlin, Ed.D.  
Assistant Superintendent, Educational  
Services

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo  
Ron Wenkart

By: \_\_\_\_\_  
Ron Wenkart

Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Superintendent  
SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT  
SUPERINTENDENT, BUSINESS SERVICES**  
DATE: June 18, 2021

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**Background**

A new contract for employment of Assistant Superintendent, Business Services, Chris Fullerton is presented to the Board of Trustees for approval.

**Recommendation:**

It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Business Services with Christine Fullerton, effective June 24, 2021.

**AGREEMENT OF EMPLOYMENT OF ASSISTANT SUPERINTENDENT,  
BUSINESS SERVICES**

This agreement is made by and between FOUNTAIN VALLEY SCHOOL DISTRICT, located in the County of Orange, State of California (“District”), acting through its Board of Trustees (“Board”) and Christine Fullerton, (“Assistant Superintendent”), and is made with reference to the following facts:

A. Pursuant to Education Code section 35031, Board desires to employ an individual who is credentialed and qualified to serve as Assistant Superintendent, Business Services, for the District.

B. Assistant Superintendent possesses the credentials and qualifications necessary to provide such services.

C. This Agreement is subject to all applicable laws of the United States and the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Assistant Superintendent shall be employed pursuant to this Agreement for a term commencing on July 1, 2021 and continuing to June 30, 2025, upon action of the Board of Trustees on June 24, 2021.

2. Assistant Superintendent hereby agrees to devote her time, skills, labor and attention to said employment as directed by the Superintendent during the term of this Agreement, provided, however, that Assistant Superintendent may undertake outside activities consisting of consulting work, speaking engagements, lecturing and other similar professional activities for consideration, consistent with Board policy, as long as those activities do not interfere with Assistant Superintendent’s performance of her duties for the District.

3. Retroactive to July 1, 2020, Board shall pay to Assistant Superintendent an annual salary of \$208,615 for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated. The Assistant Superintendent’s salary shall be adjusted to reflect salary increases given to other certificated employees of the District as approved by the Board. Additionally, for the 2020-2021 school year only, Assistant Superintendent shall receive a stipend of \$1000. In each school year under this Agreement, the Assistant Superintendent, Business, shall receive longevity compensation, as provided by Management Policies. The Assistant Superintendent will also receive a monthly mileage allowance

of \$250. The Assistant Superintendent need not submit receipts or proof of miles driven to receive this allowance. The parties recognize that a mileage allowance is not considered creditable compensation by the California State Teachers' Retirement System.

4. Board will annually review and discuss the salary, including benefits, of Assistant Superintendent during the term of this Agreement in order to provide a competitive and attractive salary to Assistant Superintendent and to reflect the quality of services rendered by Assistant Superintendent. Board retains the right to increase the salary of Assistant Superintendent at any time during the term of this Agreement, any said adjustment to be effective upon the date as established by Board consistent with Education Code section 45022. If the compensation of other members of the District management team is reduced by a specified percentage for a given school year, the Assistant Superintendent's salary shall likewise be decreased to the same extent as of the same date the reduction takes effect for other members of the management team. Any adjustment in salary shall be made in open session of a regular Board meeting. Any amendment to the salary provisions of this Agreement shall not be deemed a new contract with Assistant Superintendent, and shall not extend the termination date of this Agreement.

5. During the term of this Agreement, Assistant Superintendent shall be entitled to such health and other fringe benefits provided to the certificated bargaining unit employees of the District. Assistant Superintendent shall receive 24 working days of vacation annually, exclusive of holidays and weekends, and shall be entitled to 1.00 days of sick leave per month (12 days annually). The Assistant Superintendent may request compensation for up to a maximum of 10 unused vacation days a year, effective July 1, 2020.

In the event of termination of this Agreement, Assistant Superintendent shall be entitled to compensation for unused vacation up to a maximum of 48 days at the salary rate on the effective date of termination. Earned sick leave shall be accumulated as provided by state law and Board policy.

6. Assistant Superintendent, during the term of this Agreement, shall perform those duties provided by law, any established job description, or as directed by Superintendent. Assistant Superintendent shall perform such duties and responsibilities in a manner satisfactory to Superintendent. Moreover, Assistant Superintendent shall not engage in any conduct described in Education Code section 44932.

7. Superintendent shall review Assistant Superintendent's performance at least annually by means of a written evaluation. By July 31 of each year during the term of this Agreement, Superintendent and Assistant Superintendent shall meet to establish goals and objectives for job

performance, and a timeline for the evaluation process. The written evaluation shall be prepared by the Superintendent, on or before June 15 each year, and shall be based upon but not limited to the Assistant Superintendent's performance of duties and responsibilities contained in any job description as well as written goals and objectives established for Assistant Superintendent by Superintendent, after a meeting with Assistant Superintendent. The format of the written evaluation shall be devised by Superintendent, with input from Assistant Superintendent. The written evaluation shall be discussed with Assistant Superintendent, and a subsequent written summary of that discussion shall be provided to Assistant Superintendent. The lack of an evaluation or adherence to the timelines in this paragraph in any year shall not preclude the Board from renewing, extending, or terminating this Agreement, or from adjusting the Assistant Superintendent's compensation as provided in this Agreement.

8. On or before June 30, 2022, the Superintendent will recommend to the Board, and the Board will duly discuss and consider, whether this Agreement should be extended for one or more additional years. Any amendment extending the term of this Agreement must be approved by the Board.

9. Subject to prior approval of the District's governing board or in accordance with Board policy, Assistant Superintendent shall attend meetings at the local, state and national levels, and, with the advance written approval of the Superintendent, may join such other professional and service organizations and associations which will benefit the District.

10. The District and Assistant Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time. The party initiating termination by mutual agreement shall provide to the other party written notice of the request to terminate the Agreement at least 30 days before the proposed termination date.

The Board may, unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Assistant Superintendent's then current salary for the remainder of the Agreement or 12 months, whichever is less, consistent with Government Code sections 53260 and 53261. This provision shall not operate to divest the Assistant Superintendent or preclude him from receipt of any vested benefits he may otherwise be entitled to as a result of her tenure with the District. Upon termination of this Agreement pursuant to this paragraph, the Assistant Superintendent shall continue to receive the health benefits to which he was previously entitled, but not to exceed the

above 12-month period, or until the Assistant Superintendent finds other employment, whichever occurs first in accordance with Government Code section 53261.

The Board may terminate the Assistant Superintendent for material breach of this Agreement or for cause based on any of the grounds set forth in Education Code sections 44932 and 44939. In such event, and notwithstanding the procedural provisions of Education Code sections 44932 et seq., the Assistant Superintendent shall receive a statement of charges setting forth the basis for this termination and be provided an opportunity to respond to the Board in closed session. The Assistant Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement and/or not to reemploy the Assistant Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with 45 days' written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement. Assistant Superintendent shall provide the Board with written notice of the provisions of this Paragraph at least 90 calendar days in advance of the expiration of this Agreement. Assistant Superintendent's failure to provide such written notice shall constitute a material breach of this Agreement.

11. Board agrees that it shall defend, hold harmless and indemnify Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent in her individual capacity, for any acts arising out of her employment, or in her official capacity as agent and employee of the District, except for civil, criminal or administrative actions initiated by the Board itself, provided that the incident arose while Assistant Superintendent was acting within the scope of her employment, and did not act or fail to act because of actual fraud, corruption or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under reservation of rights as permitted by Government Code section 825. Assistant Superintendent agrees to reasonably cooperate in good faith in the defense of any claim or action. This paragraph shall not be construed to provide for the expenditure of funds for the criminal defense of Assistant Superintendent.

12. Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement that Assistant Superintendent may receive shall be fully reimbursed to the District if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as required by Government Code section 53243.2. If the Assistant Superintendent is convicted of a crime involving abuse of the powers of her office, the following sums, if paid by the District on behalf of or to the Assistant Superintendent shall be fully reimbursed: (1) paid leave for the Assistant Superintendent pending an investigation (Section 53243); (2) funds for the legal defense of the Assistant Superintendent (Section 53243;1); or (3) any cash settlement related to the Assistant Superintendent’s termination (Section 53243.3)..

13. If any provision(s) of this Agreement is/are held to be contrary to law by a court of competent jurisdiction, such provision(s) shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision(s) of this Agreement shall continue in full force and effect.

14. This Agreement shall supersede and replace all prior agreements between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement this 24th day of June, 2021.

FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD OF TRUSTEES

\_\_\_\_\_  
Mark Johnson  
Superintendent  
Secretary, Board of Trustees

\_\_\_\_\_  
Christine Fullerton  
Assistant Superintendent, Business Services

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo  
Ron Wenkart

By: \_\_\_\_\_  
Ron Wenkart

Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Superintendent  
SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT  
SUPERINTENDENT, PERSONNEL**  
DATE: June 18, 2021

---

**Background**

A new contract for employment of Assistant Superintendent, Personnel, Cathie Abdel is presented to the Board of Trustees for approval.

**Recommendation:**

It is recommended that the Board of Trustees approves the employment contract for the position of Assistant Superintendent, Personnel Services with Cathie Abdel, effective June 24, 2021.

**AGREEMENT OF EMPLOYMENT OF ASSISTANT SUPERINTENDENT,  
PERSONNEL SERVICES**

This agreement is made by and between FOUNTAIN VALLEY SCHOOL DISTRICT, located in the County of Orange, State of California (“District”), acting through its Board of Trustees (“Board”) and Cathie Abdel, (“Assistant Superintendent”), and is made with reference to the following facts:

A. Pursuant to Education Code section 35031, Board desires to employ an individual who is credentialed and qualified to serve as Assistant Superintendent, Personnel Services, for the District.

B. Assistant Superintendent possesses the credentials and qualifications necessary to provide such services.

C. This Agreement is subject to all applicable laws of the United States and the State of California, the rules and regulations of the California State Board of Education, and the rules and regulations of the District. Said laws, rules, and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Assistant Superintendent shall be employed pursuant to this Agreement for a term commencing on July 1, 2021 and continuing to June 30, 2025, upon action of the Board of Trustees on June 24, 2021.

2. Assistant Superintendent hereby agrees to devote her time, skills, labor and attention to said employment as directed by the Superintendent during the term of this Agreement, provided, however, that Assistant Superintendent may undertake outside activities consisting of consulting work, speaking engagements, lecturing and other similar professional activities for consideration, consistent with Board policy, as long as those activities do not interfere with Assistant Superintendent’s performance of her duties for the District.

3. Retroactive to July 1, 2020, Board shall pay to Assistant Superintendent an annual salary of \$198,557 for 245 duty days per year, payable in 12 equal monthly payments. Where only a portion of a year is served, compensation shall be prorated. The Assistant Superintendent’s salary shall be adjusted to reflect salary increases given to other certificated employees of the District as approved by the Board. Additionally, for the 2020-2021 school year only, Assistant Superintendent shall receive a stipend of \$1000. In each school year under this Agreement, the Assistant Superintendent, Personnel, shall receive longevity compensation, as provided by Management Policies. The Assistant Superintendent will also receive a monthly mileage allowance

of \$250. The Assistant Superintendent need not submit receipts or proof of miles driven to receive this allowance. The parties recognize that a mileage allowance is not considered creditable compensation by the California State Teachers' Retirement System.

4. Board will annually review and discuss the salary, including benefits, of Assistant Superintendent during the term of this Agreement in order to provide a competitive and attractive salary to Assistant Superintendent and to reflect the quality of services rendered by Assistant Superintendent. Board retains the right to increase the salary of Assistant Superintendent at any time during the term of this Agreement, any said adjustment to be effective upon the date as established by Board consistent with Education Code section 45022. If the compensation of other members of the District management team is reduced by a specified percentage for a given school year, the Assistant Superintendent's salary shall likewise be decreased to the same extent as of the same date the reduction takes effect for other members of the management team. Any adjustment in salary shall be made in open session of a regular Board meeting. Any amendment to the salary provisions of this Agreement shall not be deemed a new contract with Assistant Superintendent, and shall not extend the termination date of this Agreement.

5. During the term of this Agreement, Assistant Superintendent shall be entitled to such health and other fringe benefits provided to the certificated bargaining unit employees of the District. Assistant Superintendent shall receive 24 working days of vacation annually, exclusive of holidays and weekends, and shall be entitled to 1.00 days of sick leave per month (12 days annually). The Assistant Superintendent may request compensation for up to a maximum of 10 unused vacation days a year, effective July 1, 2020.

In the event of termination of this Agreement, Assistant Superintendent shall be entitled to compensation for unused vacation up to a maximum of 48 days at the salary rate on the effective date of termination. Earned sick leave shall be accumulated as provided by state law and Board policy.

6. Assistant Superintendent, during the term of this Agreement, shall perform those duties provided by law, any established job description, or as directed by Superintendent. Assistant Superintendent shall perform such duties and responsibilities in a manner satisfactory to Superintendent. Moreover, Assistant Superintendent shall not engage in any conduct described in Education Code section 44932.

7. Superintendent shall review Assistant Superintendent's performance at least annually by means of a written evaluation. By July 31 of each year during the term of this Agreement, Superintendent and Assistant Superintendent shall meet to establish goals and objectives for job

performance, and a timeline for the evaluation process. The written evaluation shall be prepared by the Superintendent, on or before June 15 each year, and shall be based upon but not limited to the Assistant Superintendent's performance of duties and responsibilities contained in any job description as well as written goals and objectives established for Assistant Superintendent by Superintendent, after a meeting with Assistant Superintendent. The format of the written evaluation shall be devised by Superintendent, with input from Assistant Superintendent. The written evaluation shall be discussed with Assistant Superintendent, and a subsequent written summary of that discussion shall be provided to Assistant Superintendent. The lack of an evaluation or adherence to the timelines in this paragraph in any year shall not preclude the Board from renewing, extending, or terminating this Agreement, or from adjusting the Assistant Superintendent's compensation as provided in this Agreement.

8. On or before June 30, 2022, the Superintendent will recommend to the Board, and the Board will duly discuss and consider, whether this Agreement should be extended for one or more additional years. Any amendment extending the term of this Agreement must be approved by the Board.

9. Subject to prior approval of the District's governing board or in accordance with Board policy, Assistant Superintendent shall attend meetings at the local, state and national levels, and, with the advance written approval of the Superintendent, may join such other professional and service organizations and associations which will benefit the District.

10. The District and Assistant Superintendent may, by mutual agreement expressed in writing, terminate this Agreement at any time. The party initiating termination by mutual agreement shall provide to the other party written notice of the request to terminate the Agreement at least 30 days before the proposed termination date.

The Board may, unilaterally and without cause, terminate this Agreement and the Assistant Superintendent's employment. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay the Assistant Superintendent's then current salary for the remainder of the Agreement or 12 months, whichever is less, consistent with Government Code sections 53260 and 53261. This provision shall not operate to divest the Assistant Superintendent or preclude him from receipt of any vested benefits he may otherwise be entitled to as a result of her tenure with the District. Upon termination of this Agreement pursuant to this paragraph, the Assistant Superintendent shall continue to receive the health benefits to which he was previously entitled, but not to exceed the

above 12-month period, or until the Assistant Superintendent finds other employment, whichever occurs first in accordance with Government Code section 53261.

The Board may terminate the Assistant Superintendent for material breach of this Agreement or for cause based on any of the grounds set forth in Education Code sections 44932 and 44939. In such event, and notwithstanding the procedural provisions of Education Code sections 44932 et seq., the Assistant Superintendent shall receive a statement of charges setting forth the basis for this termination and be provided an opportunity to respond to the Board in closed session. The Assistant Superintendent shall have the right, at her own expense, to have a representative of her choice at the conference with the Board. The conference with the Board shall be the Assistant Superintendent's exclusive right to any hearing otherwise required by law.

Notwithstanding any other provision of this Agreement or the policies and regulations of the Board, the Board may elect not to renew this Agreement and/or not to reemploy the Assistant Superintendent upon expiration of this Agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Assistant Superintendent with 45 days' written notice in advance of the expiration of her term of employment. If such written notice is not provided, the Assistant Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this Agreement. Assistant Superintendent shall provide the Board with written notice of the provisions of this Paragraph at least 90 calendar days in advance of the expiration of this Agreement. Assistant Superintendent's failure to provide such written notice shall constitute a material breach of this Agreement.

11. Board agrees that it shall defend, hold harmless and indemnify Assistant Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Assistant Superintendent in her individual capacity, for any acts arising out of her employment, or in her official capacity as agent and employee of the District, except for civil, criminal or administrative actions initiated by the Board itself, provided that the incident arose while Assistant Superintendent was acting within the scope of her employment, and did not act or fail to act because of actual fraud, corruption or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under reservation of rights as permitted by Government Code section 825. Assistant Superintendent agrees to reasonably cooperate in good faith in the defense of any claim or action. This paragraph shall not be construed to provide for the expenditure of funds for the criminal defense of Assistant Superintendent.

12. Regardless of the term of this Agreement, if the Agreement is terminated, any cash settlement that Assistant Superintendent may receive shall be fully reimbursed to the District if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as required by Government Code section 53243.2. If the Assistant Superintendent is convicted of a crime involving abuse of the powers of her office, the following sums, if paid by the District on behalf of or to the Assistant Superintendent shall be fully reimbursed: (1) paid leave for the Assistant Superintendent pending an investigation (Section 53243); (2) funds for the legal defense of the Assistant Superintendent (Section 53243;1); or (3) any cash settlement related to the Assistant Superintendent’s termination (Section 53243.3)..

13. If any provision(s) of this Agreement is/are held to be contrary to law by a court of competent jurisdiction, such provision(s) shall not be deemed valid and subsisting except to the extent permitted by law, but all other provision(s) of this Agreement shall continue in full force and effect.

14. This Agreement shall supersede and replace all prior agreements between the parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement this 24th day of June, 2021.

FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD OF TRUSTEES

\_\_\_\_\_  
Mark Johnson  
Superintendent  
Secretary, Board of Trustees

\_\_\_\_\_  
Cathie Abdel  
Assistant Superintendent, Personnel Services

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo  
Ron Wenkart

By: \_\_\_\_\_  
Ron Wenkart

Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Superintendent  
SUBJECT: **APPROVAL OF EMPLOYMENT CONTRACT FOR  
SUPERINTENDENT**  
DATE: June 18, 2021

---

**Background**

A new contract for employment of Superintendent Mark Johnson, Ed.D., is presented to the Board of Trustees for approval.

**Recommendation:**

It is recommended that the Board of Trustees approves the employment contract for the position of Superintendent with Mark Johnson, Ed.D., effective June 24, 2021.

**CONTRACT  
FOR EMPLOYMENT OF SUPERINTENDENT  
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT  
AND DR. MARK JOHNSON**

This agreement is entered into the 24th day of June, 2021, by and between the BOARD OF TRUSTEES (“Board”) of the FOUNTAIN VALLEY SCHOOL DISTRICT (“District”) and DR. MARK JOHNSON (“Superintendent” or “Dr. Johnson”).

**WHEREAS**, the Board desires to employ Dr. Johnson as Superintendent and Dr. Johnson agrees to serve as Superintendent pursuant to this written employment agreement.

**NOW, THEREFORE**, it is agreed as follows:

**1. Superintendent, Chief Executive Officer and Secretary:**

Dr. Johnson is employed as the District’s Superintendent, Chief Executive Officer and Secretary to the Board.

**2. General Terms and Conditions of Employment:**

This agreement is subject to all applicable laws of the State of California and the rules and regulations of the California Board of Education and the District. Said laws, rules and regulations are incorporated herein as though fully set forth.

**3. Powers and Duties:**

The Superintendent agrees to perform at the highest professional level of competence the services, duties and obligations required by this agreement.

In accordance with Board policy and State law, the Superintendent shall organize, reorganize, and arrange the administrative and supervisory staff in a manner which, in his judgment, best serves the District. The Superintendent shall be responsible for the selection, placement, and transfer of all personnel in accordance with state law, district policy, and employee contracts. Changes in employment status shall be effected only with the recommendations of the Superintendent and the approval of the Board.

Annually, the Board shall provide the Superintendent with the opportunity to review Board-Superintendent relationships and establish District priorities and objectives for the following year. The Board shall delineate in writing, areas of concentration for the Superintendent for the upcoming school year.

#### **4. Professional and Organizational Dues and Meeting Attendance:**

The Superintendent shall endeavor to maintain and improve his professional competence by all available means including subscriptions to and reading of appropriate periodicals, and membership in professional organizations. The Board shall pay the cost of the Superintendent's membership in the Association of California School Administrators, and the cost of membership in one national and one local organization of the Superintendent's choice. Local organization payments shall not include membership "fines", donations, or other fundraising activities. Additionally, the Board shall pay the costs of Superintendent's attendance at selected professional meetings. Within budgeted amounts, actual and necessary expenses of such conferences are at District expense. The Superintendent shall notify the Board in advance of his attendance at out of state meetings and shall periodically report to the Board on the meetings.

#### **5. Term of Employment:**

The District agrees to employ Dr. Johnson, who agrees to continue serving as Superintendent from July 1, 2021 and ending on June 30, 2025. The Board reserves the right to annually extend this agreement with the consent of the Superintendent. The term of this agreement shall automatically be extended by one (1) year without the necessity of further Board action upon the Board's vote issuing a satisfactory or better annual performance evaluation to the Superintendent.

#### **6. Salary:**

The annual base salary paid to the Superintendent shall be \$259,185, retroactive to July 1, 2020. Salary shall be paid in 12 equal monthly installments and shall be prorated for service of less than a full year. Superintendent's salary shall be adjusted to reflect salary increases given to other certificated employees of the District as approved by the Board. In each school year under this Agreement, the Superintendent, shall receive longevity compensation, and a doctoral stipend, as provided by Management Policies.

In addition, a one-time payment of \$1,000 shall be paid to the Superintendent upon signing of this agreement.

The Superintendent shall receive a mileage allowance of \$300 per month in consideration of his use of a personal automobile for District business. The Superintendent need not submit receipts or proof of miles driven to receive this allowance. The parties recognize that a mileage allowance is not considered creditable compensation by the California State Teachers' Retirement System.

Pursuant to Education Code section 22119.2(d)(5), Superintendent may reduce his salary by an amount up to the maximum allowed by law via contribution to an IRS defined contribution plan.

The Board reserves the right to modify the Superintendent's annual salary, with the consent of the Superintendent. Doing so shall not create a new contract or extension of the existing contract.

**7. Fringe Benefits:**

(a) Health and Welfare

The District shall provide the Superintendent the fringe benefit program made available to other full-time District management employees. An Executive Health Screening shall be offered to the Superintendent annually at District expense. The physician shall not render a medical report to the District, but shall certify in writing to the Board whether Superintendent is fit to perform the duties of his position.

(b) Sick Leave

The Superintendent shall be entitled to one (1) paid sick leave day for each month of service. The Superintendent shall be entitled to extended illness leave as provided by law. Unused sick leave shall accrue as provided by law.

**8. Professional Schedule and Vacation:**

The Superintendent shall annually be required to render twelve (12) months of full and regular service; provided, however, that the Superintendent shall be entitled to twenty-four (24) work days of annual vacation with pay, exclusive of holidays defined in Sections 37220 and 37221 of the California Education Code, and any additional local holidays granted by the Board for twelve-month management employees of the District. The Superintendent may request compensation for up to a maximum of 10 unused vacation days a year, effective July 1, 2020.

In the event of termination of this contract, the Superintendent shall be entitled to compensation for unused vacation at the salary rate effective at the time of the termination. In no case shall more than forty-eight (48) days of unused vacation be paid at the expiration or termination of this contract.

**9. Outside Professional Activities:**

The Superintendent shall devote his time, attention and energy to the business of the District. With prior Board approval, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, which may be performed for consideration provided they do not interfere with the Superintendent's performance of his duties under this agreement. Such days shall be charged to vacation days. In no case will the District be responsible for any expenses attendant to the performance of such outside activities.

**10. Evaluation:**

The Board shall evaluate and meet with the Superintendent at least annually to review his performance and working relationships between the Superintendent and the Board. This evaluation shall be based on the position description, execution of District policies and mutually agreed upon goals and objectives.

Yearly, upon a satisfactory evaluation, the Board President or his/her designee will write a letter of recommendation for the Superintendent.

The lack of an annual evaluation in any year of this agreement shall not affect the employment relationship, the Board's authority to adjust compensation, or the ability of the parties to terminate this agreement pursuant to paragraph 11.

**11. Changes in or Termination of Contract:**

- (a) This agreement may be amended or terminated by mutual consent of the parties. The party seeking change or termination shall give not less than forty-five (45) days' written notice to the other party.
- (b) Should the Superintendent become a final candidate for other employment, he shall immediately notify the Board. Failure to notify the Board within one business day of the Superintendent learning of such candidacy shall constitute a material breach of this agreement.
- (c) This agreement may be terminated by the Board for cause not limited to material breach of contract, for any of the grounds enumerated in Education Code section 44932, or for the failure by the Superintendent to perform any of the duties and responsibilities set forth in the position description of the Superintendent. In such event, and notwithstanding the procedural provisions of Education Code sections 44932 et seq., the Superintendent shall receive a written statement of charges setting forth the basis for this termination and be provided an opportunity to respond to the Board in closed session. The Superintendent shall have the right, at his own expense, to have a representative of his choice at the conference with the Board. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.
- (d) The Board shall have the power notwithstanding any other term or provision of this agreement, to vote to terminate the employment of the Superintendent prior to the expiration of this agreement, without the necessity of specifying cause. In the event of such termination, the District shall pay to the Superintendent, in accordance with Government Code section 53260, the equivalent of twelve (12) months base salary or the equivalent of salary due for the remainder of this agreement, whichever is less. The District shall also provide health benefits for the same number of months that is represented by the payment to the Superintendent, or until the Superintendent finds other employment that

provides health benefits, whichever occurs first. Should the Board exercise this option, such payment shall fully compensate him for all salary and benefits that would otherwise be due to him.

- (e) Notwithstanding any other provision of this agreement or the policies and regulations of the Board, the Board may elect not to renew this agreement and/or not to reemploy the Superintendent upon expiration of this agreement pursuant to Education Code section 35031. In such event, the Board shall provide the Superintendent with 45 days' written notice in advance of the expiration of his term of employment. If such written notice is not provided, the Superintendent is deemed reemployed for an additional one-year term under the same terms and conditions as set forth in this agreement. The Superintendent shall provide the Board with written notice of the provisions of this subparagraph at least 90 calendar days in advance of the expiration of this agreement. The Superintendent's failure to provide such written notice shall constitute a material breach of this agreement.

## **12. Professional Liability**

The Board shall defend and indemnify the Superintendent from demands, claims, actions, and lawsuits alleging acts or omissions within the scope of his employment in accordance with the requirements of the Tort Claims Act in the California Government Code. This provision shall not apply to any dispute arising under the provisions of this Agreement, to any act or omission by the Superintendent outside the course and scope of his employment, to any criminal act, or to any act or omission committed by the Superintendent with oppression, fraud, or malice. Nothing herein shall be construed to prohibit the District from accepting the defense of any matter under a reservation of rights as permitted by Government Code section 825.

## **13. Statement Required by Government Code Section 53243.2:**

If this Contract is terminated, any cash settlement related to the termination shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of the office or position.

## **14. Action in Open Regular Meeting:**

Consistent with the requirements of the State's Open Meeting Law, this contract shall be acted on in the open session of a regular meeting of the Governing Board.

15. If any provision of this agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this agreement shall continue in full force and effect.

16. This agreement supersedes and replaces all prior agreements between the parties.

**June 24, 2021**

**BOARD OF TRUSTEES  
FOUNTAIN VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
Sandra Crandall, President

\_\_\_\_\_  
Lisa Schultz, President Pro Tem

\_\_\_\_\_  
Jim Cunneen, Clerk

\_\_\_\_\_  
Jeanne Galindo, Member

\_\_\_\_\_  
Steve Schultz, Member

I hereby accept this offer of employment and agree to comply with each and every condition thereof, and to fulfill faithfully all of the duties of employment of Superintendent of the Fountain Valley School District.

Dated: June 24, 2021

\_\_\_\_\_  
Mark Johnson, Ed.D.

APPROVED AS TO FORM:

Atkinson, Andelson, Loya, Ruud & Romo  
Ronald D. Wenkart

By: \_\_\_\_\_  
Ronald D. Wenkart

Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Superintendent  
SUBJECT: **APPROVAL OF AMENDMENT TO REGULAR MEETING  
SCHEDULE TO ADD MEETING IN JULY**  
DATE: June 18, 2021

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**Background**

A regular board meeting is needed to discuss the employment of a new Assistant Superintendent, Educational Services.

**Recommendation:**

It is recommended that the Board of Trustees approves adding a regular board meeting in July with a proposed meeting date of July 15, 2021.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Director, Educational Services  
SUBJECT: **APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN**  
DATE: June 15, 2021

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**Background:**

Each year, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP). The LCAP serves as the instrument through which schools present detailed plans for the utilization of funding received through the Local Control Funding Formula.

Pursuant to Education Code Section 52060, the LCAP must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code Section 52052. LCAP goals must be written to address each of the identified eight state priority areas, including:

- Basic Services
- Implementation of Common Core State Standards
- Student Achievement
- Other Student Outcomes
- Course Access
- Student Engagement
- School Climate
- Parent Involvement.

A significant requirement of the LCAP development process is to gather input from multiple stakeholder groups including parents, staff, students, and community members. Over the past six months, input from over 1,000 stakeholders contributed to the development of the goals, actions, and evaluative metrics included in the 2021-22 LCAP. The 2021-22 LCAP serves as the baseline year of a new three-year LCAP cycle that concludes with the 2023-24 school year.

Due to the unique circumstances of the past two years associated with the COVID-19 pandemic, the 2021-22 LCAP consists of three components, including:

- Annual Update for the 2019-20 LCAP & 2020-21 LCP
- 2021-22 Local Control Accountability Plan
- 2021 LCFF Budget Overview for Parents

The final steps in the input process is taken by the Board of Trustees. As required by CA Education Code Section 52060, a public hearing was held at the regular meeting of the Board of Trustees on June 10, 2021 to solicit comments from members of the community regarding the specific actions and expenditures proposed in the LCAP. Per Education Code 52060, the Governing Board shall adopt the LCAP and the annual budget in a subsequent public meeting on or before June 30.

**Fiscal Impact:**

There is no fiscal impact involved in the approval process.

**Recommendation:**

It is recommended that the Board of Trustees approve the Local Control Accountability Plan, including the Budget Overview for Parents, for the Fountain Valley School District.



## Annual Update for Developing the 2021-22 Local Control and Accountability Plan

### Annual Update for the 2019–20 Local Control and Accountability Plan Year

LEA Name	Contact Name and Title	Email and Phone
Fountain Valley School District	Jerry Gargus, Ed.D. Director, Educational Services	gargusj@fvsd.us 714-843-3286

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

# Goal 1

To support academic success, students will participate in a rigorous academic program and demonstrate continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking, and problem solving.

State and/or Local Priorities addressed by this goal:

State Priorities:    Priority 1: Basic (Conditions of Learning)  
                           Priority 2: State Standards (Conditions of Learning)  
                           Priority 4: Pupil Achievement (Pupil Outcomes)  
                           Priority 7: Course Access (Conditions of Learning)  
                           Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:    Basics: Teachers, Instructional Materials, and Facilities

## Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b>            Percentage of FVSD staff qualified to provide instruction/support for students</p> <p><b>19-20</b>            100% of FVSD staff qualified to provide instruction/support for students</p> <p><b>Baseline</b>            100% of FVSD staff were qualified to provide instruction/support for students during the 2017-18 school year</p>	<p>Goal Met: FVSD maintained 100% of staff qualified to provide instruction/support for students.</p>
<p><b>Metric/Indicator</b>            Percentage of students who have access to textbooks</p> <p><b>19-20</b>            100% of students have access to textbooks</p> <p><b>Baseline</b>            100% of FVSD students had access to textbooks during the 2017-18 school year</p>	<p>Goal Met: FVSD maintained 100% of students have access to textbooks.</p>
<p><b>Metric/Indicator</b></p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD did not administer SBAC ELA during the 2019-20 school year.</p>

Expected	Actual
<p>Percentage of students "Meeting or Exceeding Standards" or 2018-19 SBAC ELA</p> <p><b>19-20</b> Increase percentage of "All Students" achieving at Level 3 or 4 on SBAC ELA by 2%</p> <p><b>Baseline</b> 73% of FVSD 3-8 grade students "Met or Exceeded Standards" on the 2016-17 SBAC ELA assessment</p>	
<p><b>Metric/Indicator</b> Percentage of students "Meeting or Exceeding Standards" on 2018-19 SBAC Math</p> <p><b>19-20</b> Increase percentage of "All Students" achieving at Level 3 or 4 on SBAC Math by 2%</p> <p><b>Baseline</b> 68% of FVSD 3-8 students "Met or Exceeded Standards" on the 2016-17 SBAC Math Assessment</p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD did not administer SBAC Math during the 2019-20 school year.</p>
<p><b>Metric/Indicator</b> Percentage of students who have access to a Broad Course of Study</p> <p><b>19-20</b> 100% of FVSD students have access to a Broad Course of Study</p> <p><b>Baseline</b> Baseline percentage of FVSD students who had access to a Broad Course of Study during the 2017-18 school year was 100%</p>	<p>Goal Met: FVSD maintained 100% of students in FVSD having access to a Broad Course of Study during the 2019-20 school year.</p>
<p><b>Metric/Indicator</b> Percentage of 3rd grade students demonstrating proficiency on 3rd Grade Literacy Screener (Fountas &amp; Pinnell)</p> <p><b>19-20</b> Increase percentage of 3rd grade students meeting or exceeding grade level expectations on 3rd grade F&amp;P by 5%</p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD was unable to administer the end-of-year 3rd Grade Literacy Screener due to school dismissal in March 2019; however, the 2nd Trimester administration of the 3rd Grade Literacy Screener occurred in February prior to school dismissal. As of the 2nd trimester administration of the 3rd Grade Literacy Screener, 58%</p>

Expected	Actual
<p><b>Baseline</b> Baseline percentage of students demonstrating proficiency on the 3rd Grade Literacy Screen at the conclusion of the 2017-18 school year was 54%</p>	<p>of 3rd grade students were meeting or exceeding grade level expectations.</p>
<p><b>Metric/Indicator</b> Percentage of FVSD students with daily/almost daily use of technology</p> <p><b>19-20</b> Increase percentage of students with daily/almost daily use of technology by 3%</p> <p><b>Baseline</b> Baseline of students surveyed reporting daily/almost daily use of technology was 55% for the 2017-18 school year</p>	<p>Goal Met: Based on a survey of elementary parents conducted in May 2020, 97% of parents of elementary students reported that their student engaged in 30-minutes or more of distance learning activities each day. A similar survey of middle school parents, also conducted in May 2020, indicated that 98% of students engaged in distance learning activities each day. The reported participation rates from these two surveys indicates that FVSD far surpassed the goal of increasing the daily/almost daily use of technology by 3% during the 2019-20 school year.</p>

## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>1.1 Employ a highly qualified staff with multiple authorizations to ensure students have access to a broad course of study to better prepare them for college and career.</p>	<p>1000-1999: Certificated Personnel Salaries Base \$26,019,568</p> <p>2000-2999: Classified Personnel Salaries Base \$6,021,389</p> <p>3000-3999: Employee Benefits Base \$10,307,454</p> <p>4000-4999: Books And Supplies Base \$923,276</p> <p>5000-5999: Services And Other Operating Expenditures Base \$1,873,327</p> <p>6000-6999: Capital Outlay Base \$278,557</p>	<p>1000-1999: Certificated Personnel Salaries Base \$27,917,184</p> <p>2000-2999: Classified Personnel Salaries Base \$6,460,531</p> <p>3000-3999: Employee Benefits Base \$11,059,180</p> <p>4000-4999: Books And Supplies Base \$990,611</p> <p>5000-5999: Services And Other Operating Expenditures Base \$2,009,949</p> <p>6000-6999: Capital Outlay Base \$298,872</p>

<b>Planned Actions/Services</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
	7000-7439: Other Outgo Base \$1,659,394	7000-7439: Other Outgo Base \$1,780,414
1.2 Support new teachers in obtaining a clear credential through an induction program.	5000-5999: Services And Other Operating Expenditures Supplemental \$40,000	5800: Professional/Consulting Services And Operating Expenditures Supplemental \$32,400
1.3 Provide a one-time stipend for acquisition of additional District-approved authorizations in order to standardize electives at all three middle schools.	1000-1999: Certificated Personnel Salaries Base \$1,500	1000-1999: Certificated Personnel Salaries Base \$14,652
1.4 Utilize instructional materials and supplies aligned with CA State Standards, CA English Language Development Standards, and Next Generation Science Standards.	4000-4999: Books And Supplies Base \$1,175,000 4000-4999: Books And Supplies Supplemental \$6,500	4000-4999: Books And Supplies Base \$130,916 4000-4999: Books And Supplies Supplemental \$3,156
1.5 Provide certificated and classified staff with professional development and time to collaborate on content standards (CA State Standards, CA ELD Standards, and Next Generation Science Standards), District-adopted instructional materials, District Signature Practices, technology, and ways to support student behavior.	1000-1999: Certificated Personnel Salaries Supplemental \$135,975 3000-3999: Employee Benefits Supplemental \$27,725 4000-4999: Books And Supplies Supplemental \$75,000 5000-5999: Services And Other Operating Expenditures Supplemental \$121,450	1000-1999: Certificated Personnel Salaries Supplemental \$111,875 3000-3999: Employee Benefits Supplemental \$19,593 4000-4999: Books And Supplies Supplemental \$10,307 5000-5999: Services And Other Operating Expenditures Supplemental \$49,609
1.6 Provide and maintain classroom technology and student and staff devices in order to provide students the opportunity to utilize technology in the core program.	4000-4999: Books And Supplies Base \$350,000 4000-4999: Books And Supplies Supplemental \$124,000	4000-4999: Books And Supplies Base \$356,769 4000-4999: Books And Supplies Supplemental \$56,701
1.7 Support and maintain infrastructure, classroom technology, and devices by providing IT staff and Site Technology Coordinators.	2000-2999: Classified Personnel Salaries Base \$316,766 3000-3999: Employee Benefits Base \$135,145	2000-2999: Classified Personnel Salaries Base \$322,259 3000-3999: Employee Benefits Base \$132,845

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
	1000-1999: Certificated Personnel Salaries Supplemental \$17,500 2000-2999: Classified Personnel Salaries Supplemental \$82,717 3000-3999: Employee Benefits Supplemental \$38,444	1000-1999: Certificated Personnel Salaries Supplemental \$19,597 2000-2999: Classified Personnel Salaries Supplemental \$85,298 3000-3999: Employee Benefits Supplemental \$38,899
1.8 Incorporate student access to music instruction through the core staffing ratio (This action/service deleted and incorporated into Action 1.1)	\$0	\$0
1.9 Utilize itinerant music teachers in elementary schools to provide teacher release time for administering assessments, analyzing data, and instructional planning.	1000-1999: Certificated Personnel Salaries Supplemental \$193,569 3000-3999: Employee Benefits Supplemental \$67,969	1000-1999: Certificated Personnel Salaries Supplemental \$197,474 3000-3999: Employee Benefits Supplemental \$70,320
1.10 Utilize supplemental resources to provide greater access to quality texts. (This action/service ended in 2018-19)	\$0	\$0
1.11 Provide a school library program to support teaching and learning.	2000-2999: Classified Personnel Salaries Base \$138,992 3000-3999: Employee Benefits Base \$40,100 2000-2999: Classified Personnel Salaries Supplemental \$55,840 3000-3999: Employee Benefits Supplemental \$16,282 4000-4999: Books And Supplies Supplemental \$22,665 5000-5999: Services And Other Operating Expenditures Supplemental \$0	2000-2999: Classified Personnel Salaries Base \$141,139 3000-3999: Employee Benefits Base \$43,387 2000-2999: Classified Personnel Salaries Supplemental \$47,309 3000-3999: Employee Benefits Supplemental \$14,552 4000-4999: Books And Supplies Supplemental \$21,362 5000-5999: Services And Other Operating Expenditures Supplemental \$8,063

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
1.12 Provide student access to choir instruction through core staffing ratio at middle schools.	1000-1999: Certificated Personnel Salaries Supplemental \$66,451  3000-3999: Employee Benefits Supplemental \$13,549	1000-1999: Certificated Personnel Salaries Supplemental \$46,127  3000-3999: Employee Benefits Supplemental \$17,760

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All actions/services planned for the 2019-20 school year were implemented and actual expenditures on Goal 1 surpassed the budgeted expenditures by \$2,163,006. Therefore, all funds budgeted for Actions/Services were used to support students, families, teachers, and staff. There were several actions for which actual expenditures surpassed budgeted expenditures including Actions 1.1, 1.3, 1.7, 1.9, and 1.11. In addition there were several actions for which actual expenditures were less than budgeted expenditures including action Actions 1.2, 1.4, 1.5, 1.6, and 1.12. Actual expenditures for Action 1.2 were \$7,600 less budgeted expenditures due to the fact that the costs associated with supporting new teachers in obtaining a clear credential through an induction program were less than initially anticipated. Actual expenditures for Action 1.4 were \$1,047,428 less than budgeted expenditures due to the fact that textbook adoption was deferred to the 2020-21 school year. Actual expenditures for Action 1.5 were \$168,766 less than budgeted expenditures due to the fact that in-person professional development activities planned during the months of March 2020 and April 2020 were suspended due to COVID-19 school dismissal. Actual expenditures for Action 1.6 were \$60,530 due to the fact that technology purchases planned at the school site level were delayed due to COVID-19 School Dismissal and encumbered instead through district-level expenditures captured in the District's Learning Continuity & Attendance Plan. Actual expenditures for Action 1.12 were \$16,113.00 less than budgeted expenditures due to the fact that the salary/benefits cost associated with the teacher selected to provide choir instruction at the middle school level were below the budgeted cost.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Actions and services associated with Goal 1 of the 2019-20 Local Control Accountability Plan were in full implementation at the time of school dismissal in March 2020. Although measurement of progress using several of the metrics associated with this goal were disrupted by COVID-19 school dismissal and the accompanying waiver of state testing requirements, FVSD successfully hired and trained a highly qualified staff to support all aspects of the District's programs, maintained 100% access to standards-aligned instructional materials, significantly increased students' daily use of technology, and maintained 100% access to a broad course of study both prior to and during school dismissal. Local assessments (Fountas & Pinnell, Scholastic Reading Inventory assessments, CGI Common Assessments at the elementary level, and assessments associated with ELA and Math units of study at the middle

school level) administered prior to school dismissal indicated that students would likely sustain FVSD's tradition of high achievement on state-wide testing.

School dismissal due to COVID-19 presented challenges to the implementation of several actions, including Action 1.4 and 1.5. As such, FVSD staff determined the appropriate course of action associated with the planned adoption of instructional materials for Middle School Social Studies was to defer this action into the 2020-21 school year. FVSD staff also transitioned in-person professional development activities to virtual platforms, which resulted in both minimal disruption to programming and cost savings, as the District did not incur substitute teacher costs. The challenges associated with COVID-19 school dismissal proved multi-faceted; however, FVSD successfully navigated the transition to Distance Learning while maintaining continuity with the actions and services associated with this goal.

## Goal 2

To support academic success in the core program, English learners, foster youth, low-income, and special education students will be provided with additional supports to ensure equal access, engagement and high levels of achievement.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)  
 Priority 8: Other Pupil Outcomes (Pupil Outcomes)  
 Local Priorities: Basics: Teachers, Instructional Materials, and Facilities

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b>            ELs: ELA SBAC</p> <p><b>19-20</b>            Goal is to increase the percentage of EL students achieving at Levels 3 or 4 on SBAC ELA by 2%</p> <p><b>Baseline</b>            43% of ELs achieved at Levels 3 or 4 on SBAC ELA (2015-16 baseline)</p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD did not administer SBAC ELA during the 2019-20 school year.</p>
<p><b>Metric/Indicator</b>            ELs: Math SBAC</p> <p><b>19-20</b>            Goal is to increase the percentage of EL students achieving at Levels 3 or 4 on SBAC Math by 2%</p> <p><b>Baseline</b>            52% of ELs achieved at Levels 3 or 4 on SBAC Math (2015-16 baseline)</p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD did not administer SBAC Math during the 2019-20 school year.</p>
<p><b>Metric/Indicator</b>            LI: ELA SBAC</p> <p><b>19-20</b>            Goal is to increase the percentage of LI students achieving at Levels 3 or 4 on SBAC ELA by 2%</p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD did not administer SBAC ELA during the 2019-20 school year.</p>

Expected	Actual
<p><b>Baseline</b> 58% of LI students achieved at Levels 3 or 4 on SBAC ELA (2015-16 baseline)</p>	
<p><b>Metric/Indicator</b> LI: Math SBAC</p> <p><b>19-20</b> Goal is to increase the percentage of LI students achieving at Levels 3 or 4 on SBAC Math by 2%</p> <p><b>Baseline</b> 54% of LI students achieved at Levels 3 or 4 on SBAC Math (2015-16 baseline)</p>	<p>Metric compromised due to COVID-19 School Dismissal: FVSD did not administer SBAC Math during the 2019-20 school year.</p>
<p><b>Metric/Indicator</b> ELPAC Proficiency</p> <p><b>19-20</b> Goal is to increase the percentage of English Learners achieving at Levels 3 or 4 by 3%</p> <p><b>Baseline</b> Baseline year for ELPAC data reporting is 2018-19 for Summative ELPAC administered in 2017-18 school year. 77% of English Learners achieved at Level 3 or 4 on Overall Summative ELPAC Assessment</p>	<p>Metric compromised due to COVID-19 School Dismissal: Administration of the 2019-20 Summative ELPAC was disrupted by COVID-19, resulting in approximately 50% of English Learners not being assessed due to School Dismissal. FVSD was able to complete the 2019-20 Summative ELPAC assessment with 344 students; however, most of the students that were not assess were in grades 2-5 which traditionally perform at high levels on the Summative ELPAC. For the 344 students who completed ELPAC testing, 69% performed at Levels 3 or 4 on the 2019-20 Summative ELPAC.</p>
<p><b>Metric/Indicator</b> Reclassification Rate</p> <p><b>19-20</b> Goal for reclassification rate for English Learners is to exceed both Orange County and State of California reclassification rates</p> <p><b>Baseline</b> Reclassification rate for English Learners was 8.0% during the 2015-16 school year</p>	<p>Goal Met: Although administration of the 2019-20 Summative ELPAC was compromised due to COVID-19 School Dismissal, FVSD was able to assess approximately 50% of the District's English Learners. The percentage of students achieving "Reclassified Fluent English Proficient" status for 2019-20 was 23.35%, representing an increase of 4.68% over the prior year (2018-29). In additon, FVSD surpassed the reclassification rate for Orange County by 12.53% and the reclassification rate for the State of California by 9.58%.</p>

## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>2.1 Provide coordinated EL services at school sites that include newcomer and primary language supports.</p>	<p>1000-1999: Certificated Personnel Salaries Title III \$0</p> <p>2000-2999: Classified Personnel Salaries Title III \$77,579</p> <p>3000-3999: Employee Benefits Title III \$10,556</p> <p>4000-4999: Books And Supplies Title III \$1,491</p> <p>1000-1999: Certificated Personnel Salaries Supplemental \$63,883</p> <p>2000-2999: Classified Personnel Salaries Supplemental \$90,435</p> <p>3000-3999: Employee Benefits Supplemental \$40,815</p> <p>4000-4999: Books And Supplies Supplemental \$2,502</p>	<p>1000-1999: Certificated Personnel Salaries Title III \$163</p> <p>2000-2999: Classified Personnel Salaries Title III \$141,412</p> <p>3000-3999: Employee Benefits Title III \$16,794</p> <p>4000-4999: Books And Supplies Title III \$0</p> <p>1000-1999: Certificated Personnel Salaries Supplemental \$58,520</p> <p>2000-2999: Classified Personnel Salaries Supplemental \$47,343</p> <p>3000-3999: Employee Benefits Supplemental \$34,792</p> <p>4000-4999: Books And Supplies Supplemental \$372</p>
<p>2.2 Provide ongoing support for the Co-teaching service delivery model.</p>	<p>1000-1999: Certificated Personnel Salaries Supplemental \$85,724</p> <p>3000-3999: Employee Benefits Supplemental \$26,978</p>	<p>1000-1999: Certificated Personnel Salaries Supplemental \$80,134</p> <p>3000-3999: Employee Benefits Supplemental \$26,152</p>
<p>2.3 Utilize District common assessments that are aligned with the CA State Standards and the Smarter Balanced Assessment System to identify students for participation in supplemental services, including a system for staff to analyze and disaggregate student achievement data to ensure a timely instructional response.</p>	<p>1000-1999: Certificated Personnel Salaries Base \$3,140</p> <p>3000-3999: Employee Benefits Base \$641</p> <p>4000-4999: Books And Supplies Base \$27,110</p> <p>5000-5999: Services And Other Operating Expenditures Base \$77,163</p>	<p>1000-1999: Certificated Personnel Salaries Base \$4,413</p> <p>3000-3999: Employee Benefits Base \$717</p> <p>4000-4999: Books And Supplies Base \$8,873</p> <p>5000-5999: Services And Other Operating Expenditures Base \$91,924</p>

<b>Planned Actions/Services</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
	4000-4999: Books And Supplies Supplemental \$75,000 5000-5999: Services And Other Operating Expenditures Supplemental \$74,351	4000-4999: Books And Supplies Supplemental \$7,584 5000-5999: Services And Other Operating Expenditures Supplemental \$34,032
2.4 Provide intervention for identified students during and beyond the school day.	1000-1999: Certificated Personnel Salaries Supplemental \$405,546 3000-3999: Employee Benefits Supplemental \$96,954 4000-4999: Books And Supplies Supplemental \$22,000 5000-5999: Services And Other Operating Expenditures Supplemental \$0 1000-1999: Certificated Personnel Salaries Base \$232,579 3000-3999: Employee Benefits Base \$47,421 4000-4999: Books And Supplies Base \$0 5000-5999: Services And Other Operating Expenditures Base \$0	1000-1999: Certificated Personnel Salaries Supplemental \$392,441 3000-3999: Employee Benefits Supplemental \$96,023 4000-4999: Books And Supplies Supplemental \$5,044 5000-5999: Services And Other Operating Expenditures Supplemental \$4,860 1000-1999: Certificated Personnel Salaries Base \$163,003 3000-3999: Employee Benefits Base \$38,610 4000-4999: Books And Supplies Base \$14 5000-5999: Services And Other Operating Expenditures Base \$32
2.5 Utilize Teacher(s) on Special Assignment (TOSAs) to support teachers in meeting the needs of special student populations.	1000-1999: Certificated Personnel Salaries Supplemental \$438,571 3000-3999: Employee Benefits Supplemental \$132,173 5000-5999: Services And Other Operating Expenditures Supplemental \$200	1000-1999: Certificated Personnel Salaries Supplemental \$376,819 3000-3999: Employee Benefits Supplemental \$112,274 5000-5999: Services And Other Operating Expenditures Supplemental \$0

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All actions/services planned for the 2019-20 school year were implemented; however, actual expenditures on Goal 2 were \$306,643 less than budgeted expenditures. Actual expenditures for Action 2.1 slightly surpassed budgeted expenditures. However, there were several actions for which actual expenditures were less than budgeted expenditures including action Actions 2.2, 2.3, 2.4, and 2.5. Actual expenditures for Action 2.2 were \$6,416 less than budgeted expenditures due to slight savings in the costs associated with the salary/benefit associated with staffing the District's co-teaching program. Actual expenditures for Action 2.3 were \$127,640 less than budgeted expenditures due to the fact that the District utilized online platforms to administer assessments resulting in printing-related savings. In addition, FVSD increased utilization of Smarter Balanced Interim Assessment Blocks as a no-cost alternative to expensive educational technology platforms previously used for assessment. Likewise, the cost of analysis and disaggregation of student achievement data were reduced after School Dismissal in March 2020, as teachers on leadership teams were compensated at the hourly additional duty rate of pay, which proved to be a cost savings over the use of substitute teachers for full-day and half-day in-person school leadership collaboration sessions. Actual expenditures for Action 2.4 were \$104,473 less than budgeted expenditures due to the fact that FVSD offered a comprehensive 8-week Online Summer Learning Program in lieu of in-person summer learning activities due to COVID-19 School Dismissal. Actual expenditures for Action 2.5 were less than budgeted expenditures due to savings associated with the reduced salary/benefit costs for the District's TOSA positions.

In total, there was a difference of \$306,643 between budgeted expenditures and actual expenditures which can be attributed to efficiencies in programming, rather than reduction in services for students in FVSD's special populations student groups. Transitioning to online assessment platforms and online school leadership team collaboration enabled FVSD to successfully achieve positive outcomes in more cost-efficient ways in spite of school dismissal during the 2019-20 school year. FVSD utilized the \$306,643 in actions detailed in the 2020-21 Learning Continuity and Attendance Plan, including hiring intervention teachers to support primary grade students, increasing hours and increasing number of bi-lingual aides to support English Learners, and acquisition of additional educational technology platforms to support students experiencing learning loss.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Actions and services associated with Goal #2 of the 2019-20 Local Control Accountability Plan were in full implementation at the time of school dismissal in March 2020. Although measurement of progress using several of the metrics associated with this goal were disrupted by the COVID-19 school dismissal and the accompanying waiver of state testing requirements, FVSD did successfully increase the percentage of English Learners reclassifying and also continued to surpass both Orange County's and the State of California's reclassification rates by a significant margin. A significant challenge entering the 2020-21 school year was the lack of a comprehensive data set from the 2019-20 administration of the Summative ELPAC, as many students who likely would have qualified for reclassification were not able to be assessed. In addition, the remote nature of instruction presented unique challenges for the

District's team of Reading Intervention Teachers and Bi-lingual Aides - all of whom continued to work directly with students during the period between School Dismissal in March and the end of the 2019-20 school year. FVSD's team of Teachers on Special Assignment were instrumental in supporting the transition between in-person instruction and distance learning which occurred in March 2020, and also played an integral role in the development of the District's online summer learning program which provided both enrichment and intervention support for students.

## Goal 3

To support academic success, all parents will be engaged and play an active role in the school community.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)

Local Priorities: Parent Engagement

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b> Parent Leadership</p> <p><b>19-20</b> Maintain At or Above 175 parent leadership opportunities</p> <p><b>Baseline</b> Maintain At or Above 175 parent leadership opportunities</p>	<p>Goal Met: During the 2019-20 school year, FVSD hosted over 185 parent leadership opportunities. Some events were able to be conducted virtually after COVID-19 School Dismissal in March 2020; however, FVSD had already met the target for this metric.</p>
<p><b>Metric/Indicator</b> Parent Involvement</p> <p><b>19-20</b> Maintain At or Above 250 parent involvement opportunities</p> <p><b>Baseline</b> Maintain At or Above 150 parent involvement opportunities</p>	<p>Goal Met: During the 2019-20 school year, FVSD hosted over 300 parent involvement activities/events. Some events were able to be conducted virtually after COVID-19 School Dismissal in March 2020; however, FVSD had already met the target for this metric.</p>
<p><b>Metric/Indicator</b> Fall Parent-Teacher Conference participation</p> <p><b>19-20</b> Increase Fall Parent-Teacher Conference Participation by 8% from 87% in 2018-19 to 95% in 2019-20</p> <p><b>Baseline</b> Baseline for Fall Parent-Teacher Conference Participation Rate of 85%</p>	<p>Goal Met: Participation in Fall Parent-teacher conferences at the elementary level increased from 87% to 98%.</p>

Expected	Actual
<p><b>Metric/Indicator</b> Daily Volunteers</p> <p><b>19-20</b> 21+ Daily Volunteers</p> <p><b>Baseline</b> 20+ Daily Parent Volunteers across school sites</p>	<p>Goal Met: Prior to school dismissal due to COVID-19, FVSD was exceeding the target of 21+ daily volunteers supporting schools across the district.</p>
<p><b>Metric/Indicator</b> Written Translations</p> <p><b>19-20</b> Maintain At or Above 165 document translations</p> <p><b>Baseline</b> Maintain At or Above 165 document translations</p>	<p>Goal Met: FVSD staff translated over 465 documents during the 2019-20 school year.</p>
<p><b>Metric/Indicator</b> Oral Interpretations</p> <p><b>19-20</b> Maintain Oral Interpretations At or Above 130 Scheduled Meetings</p> <p><b>Baseline</b> Maintain Oral Interpretations At or Above 130 Scheduled Meetings</p>	<p>Goal Met: FVSD staff provided oral interpretation at over 130 scheduled meetings over the course of the 2019-20 school year. This metric was likely impacted by the emergence of the COVID-19 pandemic and school dismissal during the months of March through June 2020.</p>
<p><b>Metric/Indicator</b> Social Media</p> <p><b>19-20</b> 2,500+ Social Media Followers</p> <p><b>Baseline</b> Maintain At or Above 1,800 Social Media Followers</p>	<p>Goal Met: FVSD maintained 2,500+ Social Media Followers during the 2019-20 school year.</p>

## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
3.1 Continue to provide parent and volunteer training to support engagement, involvement and student achievement at the school sites.	5000-5999: Services And Other Operating Expenditures Supplemental \$10,000	5000-5999: Services And Other Operating Expenditures Supplemental \$3,317
3.2 Continue to utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input.	2000-2999: Classified Personnel Salaries Base \$64,990 3000-3999: Employee Benefits Base \$29,403 5000-5999: Services And Other Operating Expenditures Supplemental \$5,337	2000-2999: Classified Personnel Salaries Base \$68,920 3000-3999: Employee Benefits Base \$29,041 5000-5999: Services And Other Operating Expenditures Supplemental \$4,844
3.3 Continue to provide a Bilingual Community Liaison to support parent outreach.	2000-2999: Classified Personnel Salaries Supplemental \$44,120 3000-3999: Employee Benefits Supplemental \$23,264	2000-2999: Classified Personnel Salaries Supplemental \$44,120 3000-3999: Employee Benefits Supplemental \$23,264
3.4 Continue to provide opportunities to seek parent input from parents of unduplicated pupils including those with special needs (DAC, DELAC, and CAC).	5000-5999: Services And Other Operating Expenditures Supplemental \$2,890	5000-5999: Services And Other Operating Expenditures Supplemental \$2,890
3.5 Utilize school counselors to inform middle school parents about ways to support their students' secondary academic plans focused on college and career goals	4000-4999: Books And Supplies Supplemental \$1,500	4000-4999: Books And Supplies Supplemental \$0

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Actual expenditures for Action 3.1 and action 3.5 were less than budgeted expenditures due to the fact that most parent involvement and training activities that were scheduled for March through June of 2020 were unable to be hosted due to COVID-19 school dismissal. In some cases, events were hosted online which resulted in reduced expenditures for materials and supplies that would have been utilized had the events been hosted in-person, rather than online. In total, the difference between actual expenditures and budgeted expenditures for this goal were \$5,108. Unspent funding associated with this goal was earmarked for future parent involvement activities.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

In spite of school dismissal due to COVID-19, FVSD met or exceeded performance targets for each of the metrics associated with Goal 3. Providing extensive opportunities for parents to be involved in their child's education is a great source of pride for FVSD, and all schools engage in ongoing outreach into the parent community. Parents continued to be involved in their child's schooling at unprecedented levels prior to COVID-19 school dismissal, and remained engaged while students learned remotely by actively participating in numerous surveys conducted by FVSD related to distance learning and the reopening of schools for the 2020-21 school year. Although programming was disrupted in March 2020, and remained compromised by safety precautions during the 2020-21 school year, FVSD anticipates a significant increase in parent engagement upon returning for the 2021-22 school year.

## Goal 4

To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)  
 Priority 6: School Climate (Engagement)  
 Local Priorities: Local Climate Survey

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b> Suspension Rate</p> <p><b>19-20</b> Maintain Suspension Rate At or Below 1.0%</p> <p><b>Baseline</b> Maintain Suspension Rate At or Below 1.0%</p>	<p>Goal Met: Suspension rate for 2019-20 school year was 0.7%.</p>
<p><b>Metric/Indicator</b> Expulsion Rate</p> <p><b>19-20</b> Expulsion Rate maintained at 0%</p> <p><b>Baseline</b> Maintain Expulsion Rate at 0%</p>	<p>Goal Not Met: Expulsion rate for 2019-20 school year was 0.2%.</p>
<p><b>Metric/Indicator</b> Attendance Rate</p> <p><b>19-20</b> Maintain At or Above 97% Attendance Rate</p> <p><b>Baseline</b> Maintain At or Above 97% Attendance Rate</p>	<p>Goal Not Met: Attendance rate for 2019-20 school year was 94.53%. This metric was likely impacted by the emergence of the COVID-19 pandemic during the months of January and February 2020.</p>
<p><b>Metric/Indicator</b> Chronic Absenteeism</p>	<p>Goal Not Met: Chronic Absenteeism rate for 2019-20 school year was 4.88%. This metric was likely impacted by the emergence of</p>

Expected	Actual
<p><b>19-20</b> Maintain At or Below 3.5% Chronic Absenteeism Rate</p> <p><b>Baseline</b> Maintain At or Below 3.5% Chronic Absenteeism Rate</p>	<p>the COVID-19 pandemic during the months of January and February 2020. School dismissal during the months of March through June also disrupted data collection.</p>
<p><b>Metric/Indicator</b> Middle School Dropout Rate</p> <p><b>19-20</b> Maintain Middle School Dropout Rate at 0%</p> <p><b>Baseline</b> Maintain Middle School Dropout Rate at 0%</p>	<p>Goal Met: FVSD maintained a 0% drop out rate for the 2019-20 school year</p>
<p><b>Metric/Indicator</b> 5th Grade School Connectedness on CHKS/Climate Survey</p> <p><b>19-20</b> Increase 5th Grade School connectedness by 1% to 73%</p> <p><b>Baseline</b> Increase 5th Grade School connectedness by 1%</p>	<p>Goal Met: 80% of 5th grade students responded positively ("strongly agree" or "agree") to questions related to "school connectedness" on the 2020-21 California Healthy Kids Survey was 80%. This metric was likely impacted by COVID-19 school dismissal, as students were not on campuses for the period of March through June 2020.</p>
<p><b>Metric/Indicator</b> 7th Grade School Connectedness on CHKS/Climate Survey</p> <p><b>19-20</b> Increase 7th Grade School connectedness by 1%</p> <p><b>Baseline</b> Increase 7th Grade School connectedness by 1% to 73%</p>	<p>Goal Not Met: 65% of 7th grade students responded positively ("strongly agree" or "agree") to questions related to "school connectedness" on the 2020-21 California Healthy Kids Survey. This metric was likely impacted by COVID-19 school dismissal, as students were not on campuses for the period of March through June 2020.</p>
<p><b>Metric/Indicator</b> 5th Grade "Safe or Very Safe" rating on CHKS/Climate Survey</p> <p><b>19-20</b> Maintain At or Above 80%</p> <p><b>Baseline</b> Maintain above 80% of 5th Grade students perceiving school as Safe/Very Safe on CHKS</p>	<p>Goal Met: 87% of 5th grade students reported that they felt "Safe or Very Safe" on the 2020-21 California Healthy Kids Survey. This metric was likely impacted by COVID-19 school dismissal, as students were not on campuses for the period of March through June 2020.</p>

Expected	Actual
<p><b>Metric/Indicator</b> 7th Grade “Safe or Very Safe” rating on CHKS/Climate Survey</p> <p><b>19-20</b> Maintain At or Above 80%</p> <p><b>Baseline</b> Maintain above 80% of 7th Grade students perceiving school as Safe/Very Safe on CHKS</p>	<p>Goal Not Met: 76% of 7th grade students reporting that they felt "Safe or Very Safe" on the 2020-21 California Healthy Kids Survey. This metric was likely impacted by COVID-19 school dismissal, as students were not on campuses for the period of March through June 2020.</p>

### Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>4.1 Continue to develop the leadership capacity within the District to successfully implement instructional initiatives and build a culture of continuous improvement.</p>	<p>1000-1999: Certificated Personnel Salaries Supplemental \$8,310</p> <p>3000-3999: Employee Benefits Supplemental \$1,690</p>	<p>1000-1999: Certificated Personnel Salaries Supplemental \$6,256</p> <p>3000-3999: Employee Benefits Supplemental \$1,048</p>
<p>4.2 Inform parent of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism and when necessary, utilize the School Attendance Review Board (SARB) process to address student attendance concerns.</p>	<p>\$0</p>	<p>\$0</p>
<p>4.3 Provide students with health services and education.</p>	<p>1000-1999: Certificated Personnel Salaries Base \$256,431</p> <p>3000-3999: Employee Benefits Base \$157,626</p> <p>1000-1999: Certificated Personnel Salaries Supplemental \$18,444</p> <p>3000-3999: Employee Benefits Supplemental \$6,135</p>	<p>1000-1999: Certificated Personnel Salaries Base \$295,788</p> <p>3000-3999: Employee Benefits Base \$177,826</p> <p>1000-1999: Certificated Personnel Salaries Supplemental \$14,044</p> <p>3000-3999: Employee Benefits Supplemental \$4,704</p>

<b>Planned Actions/Services</b>	<b>Budgeted Expenditures</b>	<b>Actual Expenditures</b>
4.4 Provide social emotional support at the elementary level.	5000-5999: Services And Other Operating Expenditures Title I \$25,500 1000-1999: Certificated Personnel Salaries Supplemental \$20,000 3000-3999: Employee Benefits Supplemental \$4,078 5000-5999: Services And Other Operating Expenditures Supplemental \$59,500	5000-5999: Services And Other Operating Expenditures Title I \$13,110 1000-1999: Certificated Personnel Salaries Supplemental \$17,000 3000-3999: Employee Benefits Supplemental \$3,536 5000-5999: Services And Other Operating Expenditures Supplemental \$67,339
4.5 Utilize middle school counselors to provide social emotional support and help students create secondary academic plans focused on college and career goals.	1000-1999: Certificated Personnel Salaries Base \$179,605 3000-3999: Employee Benefits Base \$57,996 1000-1999: Certificated Personnel Salaries Supplemental \$59,868 3000-3999: Employee Benefits Supplemental \$19,332 5000-5999: Services And Other Operating Expenditures Supplemental \$10,000	1000-1999: Certificated Personnel Salaries Base \$163,043 3000-3999: Employee Benefits Base \$55,254 1000-1999: Certificated Personnel Salaries Supplemental \$102,015 3000-3999: Employee Benefits Supplemental \$32,289 5000-5999: Services And Other Operating Expenditures Supplemental \$0
4.6 Implement a consistent district-wide approach for supporting student behavior, including alternatives to suspension and expulsions, and communicate the plan to stakeholders.	1000-1999: Certificated Personnel Salaries Supplemental \$0 2000-2999: Classified Personnel Salaries Supplemental \$0 3000-3999: Employee Benefits Supplemental \$0	1000-1999: Certificated Personnel Salaries Supplemental \$20,370 2000-2999: Classified Personnel Salaries Supplemental \$92 3000-3999: Employee Benefits Supplemental \$4,046

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
	4000-4999: Books And Supplies Supplemental \$30,000 5000-5999: Services And Other Operating Expenditures Supplemental \$25,000	4000-4999: Books And Supplies Supplemental \$605 5000-5999: Services And Other Operating Expenditures Supplemental \$500
4.7 Promote engagement and school connectedness through enhanced elective offerings and student activities.	1000-1999: Certificated Personnel Salaries Supplemental \$0 2000-2999: Classified Personnel Salaries Supplemental \$0 3000-3999: Employee Benefits Supplemental \$0 5000-5999: Services And Other Operating Expenditures Supplemental \$15,000	1000-1999: Certificated Personnel Salaries Supplemental \$7,000 2000-2999: Classified Personnel Salaries Supplemental \$6,000 3000-3999: Employee Benefits Supplemental \$2,039 5000-5999: Services And Other Operating Expenditures Supplemental \$0

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Actual expenditures for Action 4.1, which addressed developing leadership capacity within the district, were \$2,696.00 less than budgeted expenditures due to the postponement of leadership development activities scheduled between March 2020 and June 2020 into the 2020-21 school year. Actual expenditures for Action 4.3, providing students with health services and education, were \$19,220.00 less than budgeted expenditures due to slightly lower than anticipated personnel costs associated with the District's staffing of nurses/health aides. Likewise, actual expenditures for Action 4.4, providing social and emotional support at the elementary level, were \$8,093.00 less than budgeted expenditures due to lower than anticipated costs for services. Actual expenditures for Action 4.5, utilizing middle school counselors to provide social emotional support and help create secondary academic plans, were \$75,185.00 less than budgeted expenditures. Actual expenditures for Action 4.6, implementing a consistent district-wide approach for supporting student behaviors, were \$29,387.00 less than budgeted expenditures due to shifts in training priorities throughout the 2019-20 school year and less than anticipated expenditures of funds allocated to school sites. Actual expenditures for Action 4.7, promoting engagement and school connectedness, were \$539.00 more than budgeted expenditures. In total, the difference between actual expenditures and budgeted expenditures for this goal were \$134,042 which was mostly attributable to differences in personnel

expenditures associated with this goal. Unspent funding was designated for future actions associated with continuing to develop safe, supportive, and nurturing environments that promotes engagement and school connectedness.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

School dismissal due to COVID-19 compromised the ability of FVSD to meet performance metrics associated with Goal 4. The abrupt halt to in-person instruction in March 2020, impacted metrics associated with attendance - including attendance rate and chronic absenteeism. In addition, the impact of COVID-19 school dismissal was reflected in the responses of 7th grade students to questions related to school connectedness and school safety in the California Healthy Kids Survey.

## Goal 5

To support academic success, school facilities will be clean, safe, and effectively support a 21st Century education.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)

Local Priorities: Basics: Teachers, Instructional Materials, and Facilities

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b> Facilities Inspection Tool (FIT)</p> <p><b>19-20</b> Overall "Good" status on FIT: Maintain 100%</p> <p><b>Baseline</b> Overall "Good" status: Maintain 100%</p>	<p>Goal Met: FVSD maintained 100% overall "Good" status on the Facilities Inspection Tool</p>

### Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>5.1 Provide appropriate staffing and services to ensure District facilities are clean and well-maintained.</p>	<p>2000-2999: Classified Personnel Salaries Base \$2,613,615</p> <p>3000-3999: Employee Benefits Base \$1,070,883</p> <p>4000-4999: Books And Supplies Base \$316,600</p> <p>5000-5999: Services And Other Operating Expenditures Base \$2,036,410</p> <p>6000-6999: Capital Outlay Base \$32,000</p>	<p>2000-2999: Classified Personnel Salaries Base \$2,782,283</p> <p>3000-3999: Employee Benefits Base \$1,071,075</p> <p>4000-4999: Books And Supplies Base \$324,133</p> <p>5000-5999: Services And Other Operating Expenditures Base \$1,672,471</p> <p>6000-6999: Capital Outlay Base \$557,812</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
5.2 Implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades	\$0	\$0
5.3 Fund a deferred maintenance plan based on the priorities identified in the Facilities Master Plan.	Unrestricted LCFF Transfer (object 8091) Base \$500,000	Unrestricted LCFF Transfer (object 8091) Base \$500,000
5.4 Provide and maintain the infrastructure to support instructional technology.	4000-4999: Books And Supplies Base \$32,000 6000-6999: Capital Outlay Supplemental \$23,000	4000-4999: Books And Supplies Base \$32,000 6000-6999: Capital Outlay Base \$23,000
5.5 Continue to engage the community in the Citizens Bond Oversight Committee (CBOC) work	\$0	\$0
5.6 Support site safety through the maintenance of emergency supplies and staff training.	1000-1999: Certificated Personnel Salaries Supplemental \$0 3000-3999: Employee Benefits Supplemental \$0 4000-4999: Books And Supplies Supplemental \$35,000 5000-5999: Services And Other Operating Expenditures Supplemental \$10,000	1000-1999: Certificated Personnel Salaries Supplemental \$1,864 3000-3999: Employee Benefits Supplemental \$387 4000-4999: Books And Supplies Supplemental \$3,191 5000-5999: Services And Other Operating Expenditures Supplemental \$11,751

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

In total, actual expenditures for Goal 5 (\$6,908,525.00) surpassed budgeted expenditures (\$6,669,508.00) by \$311,017.00. This was mostly due to the fact that actual expenditures for Action 5.1, providing appropriate staff and services to ensure District facilities are clean and well-maintained, were \$338,266.00 more than budgeted expenditures due to increased personnel costs over the course of the 2019-20 school year. Costs associated with Action 5.1 escalated during the period between January 2020 and March 2020 due to the emergence of the COVID-19 pandemic, which presented significant additional custodial costs. There were no LCFF expenditures associated with Action 5.2 or 5.5. Actual expenditures for Actions 5.3 and 5.4 aligned exactly to budgeted expenditures. Expenditures

for Action 5.6 were \$27,249.00 less than budgeted expenditures due to the fact that FVSD was in the midst of conducting needs assessments associated with the procurement of emergency supplies for school sites at the onset of the pandemic. FVSD had successfully completed most of the training associated with this action prior to School Dismissal due to COVID-19. Unspent funding intended to support Action 5.6 was designated for future actions associated with the procurement of emergency supplies and further staff training related to site safety.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Overall, FVSD facilities remained clean and well-maintained throughout the 2019-20 school year. Implementation of Measure O construction projects remained on schedule for the designated sites, and deferred maintenance projects were completed in alignment with FVSD's Facilities Master Plan. In some instances, School Dismissal due to COVID-19 enabled construction projects to proceed at a faster than anticipated rate during the months of March through June due to the fact that students were engaged in distance learning activities, rather than in-person instruction.

# Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

## In-Person Instructional Offerings

### Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchase of Personal Protective Equipment for FVSD staff to ensure the safety of staff and students while on campus. The items purchased include signage for classrooms and campus exteriors, masks for staff/students, transparent desk shields for student desks, transparent barriers to separate staff from visitors, disposable gloves, face shields, "no-touch" thermometers, additional classroom cleaning supplies, and resources to designate routes for movement on campus.	\$196,122	\$185,884	No
FVSD has or will purchased various educational technology platforms to support in-person and remote instruction. Specifically, FVSD purchased NewsELA (non-fiction reading resources and reading comprehension activities for 3rd-8th grade students), IXL (independent learning activities across all core content areas K-8), and Accelerated Reader (individualized reading progress monitoring). These resources contribute to meeting the increased or improved services requirements for foster youth, students experiencing homelessness, English learners, and low-income students, as they provide teachers with resources to differentiate instruction, create unique learning plans for students, and differentiate reading levels related to the same academic content to support English learners.	\$140,094	\$178,106	Yes
FVSD recognizes the need to provide students with individual equipment to support academic instruction (specifically in science and physical education). FVSD will procure needed quantities of such equipment to support in-person instruction. These resources not only help to prevent the potential spread of the COVID-19 virus, they	\$25,000	\$869	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
contribute to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students as they ensure everyone has the equipment necessary to engage in inquiry-based learning experiences in the sciences and in resource-enriched physical education instructional activities. (Doubet & Hockett, 2018)			
FVSD invests heavily in the professional development of teachers on an annual basis, and fully acknowledges that the unique circumstances of non-traditional learning models for in-person instruction necessitate extensive, targeted professional development for teachers/staff. Specifically, FVSD created a robust training program for teachers and staff related to NewsELA, IXL, and Accelerated Reader entering the 2020-21 including multiple sessions for the platforms. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as we know that well-trained teachers, with access to ongoing support systems, benefits all students, but disproportionately benefits students from economically, ethnically, culturally, and linguistically diverse groups (Cole, 2008).	\$46,800	\$58,999	Yes
In order to ensure social distancing and wearing of appropriate PPE during student ingress, lunch service, and student egress, FVSD will increase hours of supervision staff, and add additional staff as deemed necessary to support in-person instructional models.	\$100,000	\$121,548	No
In order to conduct more thorough cleaning of classrooms on a nightly basis, and to conduct cleaning of campus areas during designated cleaning break blocks in FVSD's Daily Instructional Schedules, FVSD anticipates the need for additional custodial support to ensure campus facilities remain clean and disinfected to the greatest extent possible.	\$350,000	\$516,263	No
In order to conduct more thorough cleaning of classrooms on a nightly basis, and in-day cleaning of campus areas during designated cleaning break blocks in FVSD's Daily Instructional Schedules, FVSD anticipates the need for additional cleaning supplies and cleaning	\$19,452	\$87,511	No

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
supplies needed specifically to facilitate disinfection of surfaces in classrooms and other campus facilities.			
In order to safely and confidently have employees return to the workplace, and to ensure compliance with regulations established by the California Department of Public Health and California Department of Education, FVSD procured the services of CompanyNurse to conduct daily health screenings of all FVSD employees. The service includes immediate reporting of results for all employee health screenings directly to FVSD's Human Resources Department. Information is stored securely to ensure confidentiality, while also helping FVSD to verify, to the greatest extent possible, the status of every employee's health on a daily basis.	\$167,000	\$236,148	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

FVSD budgeted \$1,044,468.00 for actions associated with the implementation of in-person instruction for the 2020-21 school year, and is estimating expenditures of \$1,385,328.00.

Expenditures for six of the eight actions associated with delivering in-person instruction surpassed total budgeted funds. The District is anticipating costs associated with Action 2, the acquisition of educational technology to support synchronous and asynchronous instructional time for students participating in the in-person learning to exceed the estimated budget by approximately \$38,012.00. This cost difference is due to additional software licensing costs to extend resource to a broader continuum of grade levels than initially anticipated. Licensing for IXL was acquired for all students (TK-8), licensing for Scholastic Reading Inventory was expanded to include 3rd and 4th grade, and licensing for NewsELA was expanded to cover students in 3rd, 4th, and 5th grade. The expansion of these resources provided teachers with a valuable set of educational technology tools with which they were better able to assess learning needs and differentiate instruction for students. FVSD is also anticipating that costs associated with Action 4, extensive, targeted professional development for teachers/staff, exceeded the estimated budget by approximately \$12,999.00. This cost difference is due to the high level of participation in professional development activities by classroom teachers and other staff members related to various educational technology platforms throughout the 2020-21 school year, and additional costs of delivering the training outside of contractual hours for many teachers and staff members.

FVSD's costs associated with Action 5, increased hours of supervision staff, and added staff as deemed necessary to support in-person instructional models, also surpassed budgeted expenditures by \$21,548.00. This cost difference is due to the fact that more staff than initially anticipated were needed to provide supervision of students at both arrival, dismissal, and recess/nutrition breaks to

ensure proper physical distancing. In addition, the hours of bilingual instructional aides were extended to ensure the availability of appropriate supports for "newcomers" with significantly limited English proficiency. The costs associated with Action 6, additional custodial support to ensure campus facilities remain clean and disinfected, surpassed the total budgeted funds by \$166,263.00. This cost difference is due to the need to extend the hours of current custodial staff and to employ additional custodial staff in order to ensure campus facilities remained clean and disinfected. Likewise, the costs associated with Action 7, additional cleaning supplies, surpassed the total budgeted funds by \$68,059.00 due to higher costs and the need for more supplies than initially anticipated. The costs associated with Action 8, the services of CompanyNurse to conduct daily health screenings of all FVSD employees, also surpassed the total budgeted funds by \$69,148.00. This cost included additional expenditures associated with COVID-19 screenings and COVID-19 vaccinations made available to FVSD staff at convenient District locations.

Expenditures for two of the actions associated with delivering in-person instruction were less than the total budgeted funds. Costs associated with Action 1, the acquisition of PPE, were slightly lower than the estimated budget by approximately \$10,238.00. This cost difference is likely due to multiple reasons, including the distribution of low- or no-cost PPE by the State of California. In addition, some components (facial coverings, hand sanitizer) were provided by individual staff members or by the families of students. In addition, FVSD is anticipating costs associated with Action 3, the acquisition of individual equipment to support academic instruction in science and physical education, to be lower than estimated by approximately \$24,131.00. This cost difference is likely due to the efforts of teachers to maximize the impact of in-person instructional time on improving student achievement in Reading/Language Arts and mathematics, and the expanded repertoire of digital science-related content associated with NewsELA and IXL. In addition, teachers were able to integrate physical education activities that were less equipment-dependent in order to provide physical education instruction in a manner that helped to prevent the spread of COVID-19.

## Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

FVSD was able to successfully launch our In-Person/Hybrid learning model very early in the 2020-21 school year. The District staggered the opening of the program by one week, with elementary sites opening for in-person/hybrid instruction on September 16, 2020, followed by middle school sites opening for in-person/hybrid instruction on September 22, 2020. The District is serving approximately 4,412 students in this instructional model. At the elementary level, instruction for all students across FVSD was virtual on Mondays, with a modified schedule to allow for teacher collaboration, staff meetings, and office hours. The instructional model on Tuesday-Friday featured AM and PM cohorts of students for 2.5-hour blocks of synchronous instruction in order to accommodate physical distancing requirements in classrooms. Classroom instruction was complemented by asynchronous learning activities to ensure students participated in the required number of instructional minutes. At the middle school level, instruction for all students across FVSD was virtual on Mondays, with a modified schedule to allow for teacher collaboration, staff meetings, and office hours. The Middle School Hybrid instructional model for Tuesday-Friday launched in September featuring A-day (Tuesday/Thursday) and B-

day (Wednesday/Friday) block scheduled approach with 70-minute class periods, followed by a 30-minute live virtual connection with students participating in asynchronous learning on the given day. This schedule was modified in January to implement 80-minute class periods, followed by a 30-minute live virtual connection with students participating in asynchronous learning on a given day. In addition to increasing in-person instructional minutes, this schedule adjustment reduced the number of minutes students were required to engage in asynchronous learning activities. A unique challenge to the District's middle school programs for the 2020-21 school year was maintaining the continuity of the robust elective programs at middle schools that were in place pre-COVID. Limitations to programming due to CDPH guidelines for music (instrumental and voice), physical distancing, and cleaning requirements for sharing equipment presented challenges that the District navigated to the greatest level possible while maintaining compliance with CDPH guidelines.

FVSD was able to successfully conduct district-wide assessment of students in both ELA and Math using the IXL Diagnostic Module, which served multiple purposes. The assessment results were used to (1) identify students who were likely experiencing learning loss, (2) target those students for participation in site-based intervention programs, and (3) provide all students with "Diagnostic Learning Plans" that provided differentiated learning activities to both intervene and extend learning for students during asynchronous learning. In addition, FVSD conducted district-wide reading assessments with students in grades 3-8 using Scholastic Reading Inventory (SRI) to ascertain the Lexile levels of students at multiple points in the school year. Upon the start of in-person instruction, many primary grade teachers administered the Fountas & Pinnell reading assessment with students to identify gaps in reading skills to be addressed during synchronous learning blocks.

During the month of November 2020, FVSD conducted surveys of parents and staff for feedback related to In-person Instructional Offerings. The results of the elementary parent survey (1,100 responses) offered validating feedback, as 98% of elementary parents felt that their child's experience with in-person learning activities was either "Very Positive" or "Somewhat Positive." Similarly, the results of the middle school parent survey (754 responses) indicated that 95.3% of middle school parents felt that their child's experience with in-person learning activities was either "Positive" or "Somewhat Positive." Elementary staff reported that both the academic performance (84.8% "Strongly Agree" or "Agree") and social-emotional well-being of students (89.9% "Strongly Agree" or "Agree") improved with in-person instruction. Meanwhile, middle school staff reported that both the academic performance (50.6% "Strongly Agree" or "Agree") and social-emotional well-being of students (69.7% "Strongly Agree" or "Agree") improved with in-person instruction.

Over the course of the year, FVSD followed all CDPH guidelines when cases of COVID-19 did occur within the student population or school staff, and provided parents with updates via a COVID-19 Dashboard which was launched on October 13, 2020. Due to the increase in COVID-19 cases across Orange County, FVSD paused in-person/hybrid learning for the first two weeks of January 2021, and re-opened both the elementary and middle school hybrid program on January 19, 2021. Although some cases among students and staff did occur throughout the school year, at no time did the District have to implement the extreme measures of closing a school or placing an entire class on quarantine.

# Distance Learning Program

## Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p>FVSD recognizes the fact that providing students with a rigorous, engaging, full-year Distance Learning Program (Virtual Remote Model) requires the acquisition and implementation of instructional technology. The District has partnered with Florida Virtual Schools to provide teachers with a comprehensive, standards-aligned instructional platform and learning management system to ensure that the tools teachers need to provide the highest possible quality of online instruction are at their fingertips. In addition, FVSD has entered into an enterprise-wide agreement with Zoom in order to provide teachers and staff with the ability to virtually connect with students and families. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as we know that a consistent learning platform for students, that will bridge between learning models helps to ensure continuity of learning with the minimal possible disruption to instruction.</p>	\$464,060	\$464,710	Yes
<p>FVSD invests heavily in the professional development of teachers on an annual basis, and fully acknowledges that the unique circumstances of non-traditional learning models for in-person instruction necessitate extensive, targeted professional development for teachers/staff. Specifically, FVSD created a robust training program for teachers and staff related to the Florida Virtual Schools Platform and Zoom. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as we know that well-trained teachers, with access to ongoing support systems, benefits all students, but disproportionately benefits students from economically, ethnically, culturally, and linguistically diverse groups (Cole, 2008).</p>	\$113,400	\$198,127	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p>In order to provide the highest level of support for teachers, students, and families, FVSD has selected a fully-credentialed and experienced school administrator to serve as the "virtual principal" of FVSD's Virtual/Remote Program. FVSD's Virtual Principal will serve as the primary liaison with Florida Virtual Schools, a guiding resource for teachers assigned to teach in the Virtual/Remote Program, and a point-person to facilitate student access to services such as counseling and social-emotional supports available to all FVSD students. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as it will provide a designated administrative point of contact for families to assist with accessing technology, connecting to social-emotional resources, coordinating student engagement activities, and serving as a liaison to the community.</p>	\$190,107	\$190,107	Yes
<p>FVSD has entered into a partnership with Care Solace, Inc. to function as a "concierge service" for families to help connect students/families/staff with mental healthcare support available within the community. CareSolace works directly and confidentially with families to match them with mental healthcare support services that align with their personal health insurance plans, or with subsidized services in the event that a family does not have health insurance. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as families with students from these groups tend to have greater need for social-emotional supports, yet have difficulty accessing community-based resources that FVSD can help connect them with through the partnership with CareSolace.</p>	\$5,057	\$9,088	Yes
<p>In order to provide additional social emotional support for students in need, FVSD will hire a team of School Psychologist Intern positions and has assigned each of them to provide support at specific schools. School Psychologist interns have completed all required academic coursework and will be working to complete a specified number of</p>	\$23,984	\$23,984	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p>hours of internship work to earn their clear credential. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as access to social-emotional health resources/support tends to be less accessible for families of students in these target groups, than it is for their peers who are more affluent and more well-versed in navigating healthcare systems/social services.</p>			
<p>In order to ensure students and staff have access to devices, and to secure Virtual/Remote and Hybrid learning environments, FVSD procured 2,000 Chromebooks, 100 ViewSonic document cameras, and 100 "Internet Hotspots" to provide for families. In addition, FVSD acquired new firewall hardware and device security services to help ensure that the district has implemented significant safety measures to protect students using district-owned devices from inappropriate internet content. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as access to technology and internet tends to be a more significant hurdle for families from these targeted groups than it is for their peers that are more affluent and have greater access to technology.</p>	\$602,344	\$663,800	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

Expenditures for all Actions (1-6) associated with the delivery of FVSD's virtual learning program met or slightly exceeded the "total budgeted funds." In total, expenditures related to the District's virtual learning program surpassed budgetary expectations by \$150,816.00, with the most significant differences being associated with the Florida Virtual Schools Online Curriculum Platform (\$84,727.00 more than projected) and expenditures associated with technology/devices such as Chromebooks, document cameras, and internet hotspots (\$61,456.00 more than projected).

## Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

FVSD was able to successfully launch the FVSDConnected Distance Learning Model to start the 2020-21 school year on September 9, 2021. The District is serving approximately 1,535 students in this instructional model, including 996 students at the elementary level and 540 students at the middle school level. At the elementary level, students participate in a "modified schedule" each Monday that includes 180-minutes synchronous instructional minutes, followed by 90-minutes of asynchronous remote self-guided work. At the elementary level students participate in a "regular schedule" for the remainder of the week (Tuesday-Friday) that includes 210-minutes of synchronous instructional minutes, followed by 60-minutes of asynchronous, remote self-guided work. At the middle school level, students attend a "modified schedule" that includes synchronous instruction for all six instructional periods each Monday totaling 155-minutes, followed by 120-minutes of asynchronous, remote self-guided work. At the middle school level, students participate in an alternating day A-day/B-day "regular schedule" for the remainder of the week (Tuesday-Friday) that includes 180-minutes of synchronous instruction per period, a 30-minute homeroom period of synchronous instruction, and 75-minutes of asynchronous, remote self-guided work during which teachers are available for office hours, intervention, and enrichment. A unique challenge to the District's middle school programs for the 2020-21 school year was the continuity of the robust elective programs at middle schools that were in place pre-COVID. The remote learning nature of the distance learning program limited the ability to offer some elective courses. However, some alternative elective options were made available to students through the Florida Virtual Schools platform.

FVSD successfully delivered instruction through the Distance Learning Program disruption-free throughout the school year. The District committed significant resources to devices and connectivity to ensure that technology was not a barrier to pupil participation and progress. For students participating in the District's full virtual distance learning program (FVSDConnected), FVSD distributed 928 Chromebooks and 48 Internet Hotspots to students participating in the FVSDConnected program to ensure all students participating in the Distance Learning program had access to technology necessary to remain fully-engaged in learning.

To ensure pupil participation and progress, the FVSDConnected's dedicated principal and classroom teachers closely monitored weekly attendance reports and worked directly with families to ensure both attendance and participation. The average daily attendance rate for students in the FVSDConnected Elementary program through the first six months of the school year was 98.3%, while the average daily attendance rate for students in the FVSDConnected Middle School program for that same time period was 98.4%. In situations where the principal's and teachers' efforts to engage students were not as successful as hoped, FVSD's Director of Support Services worked to connect families with additional resources such as counseling and social services through the SARB process to increase participation.

FVSD invested heavily in the professional development of staff members serving in the Distance Learning Program. This included intensive training on the Florida Virtual Schools platform, as well as numerous other educational technology resources available to support instruction. In total, staff serving in the District's district learning program participated in approximately 525 hours of professional development throughout the 2020-21 school year. Specifically, FVSDConnected Elementary staff participated in

approximately 335 hours of professional development activities, while FVSDConnected Middle School staff participated in approximately 190 hours of professional development activities. In addition, FVSDConnected Elementary and Middle School teachers participated in weekly teacher planning time on Mondays, during which extensive collaboration within grade levels (elementary) and content areas (middle school) occurred.

During the month of November 2020, FVSD conducted surveys of parents and staff for feedback related to the District's Distance Learning Program. The results of the elementary parent survey (300+ responses) offered validating feedback, as 92.3% of elementary parents felt that their child's experience with virtual synchronous learning activities was either "Very Positive" or "Somewhat Positive." Similarly, the results of the middle school parent survey (100+ responses) indicated that 91.3% of middle school parents felt that their child's experience with virtual synchronous learning activities was either "Positive" or "Somewhat Positive." Certificated staff supporting the District's Distance Learning Program reported that the academic performance (82.0% "Strongly Agree" or "Agree") had improved since the start of the school year. Meanwhile, the same survey indicated certificated staff (72.0% "Strongly Agree" or "Agree") reported that the social-emotional well-being of students had improved significantly since the start of the school year.

# Pupil Learning Loss

## Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
<p>FVSD will hire a team of 7-10 fully-credentialed teachers to serve as Reading Intervention Teachers during the 2020-21 school year. The Reading Intervention Teachers will be assigned to specific school sites to provide support for primary grade students that are demonstrating reading deficiencies utilizing Fountas &amp; Pinnell Leveled Literacy Intervention Kits and other supplemental resources to help these students make accelerated progress toward meeting grade level reading targets. Reading Intervention Teachers will be available to support students learning in FVSD's Virtual/Remote Model (via Zoom) and/or in FVSD's In-person Model(s) once the District receives approval to provide in-person instruction. Students that receive support will be identified via reading assessment data collected at the beginning of the 2020-21 school year, with ongoing formative assessment data being used to track their progress throughout the year. These resources contribute to meeting the increased or improved services requirements for foster youth, students experiencing homelessness, English learners, and low-income students, as our historical achievement data shows that many students from these groups traditionally have participated in reading interventions than students from their peers who are not in these targeted student groups.</p>	\$610,000	\$316,455	Yes
<p>FVSD will strategically deploy a team of Bi-lingual Aides to work directly with English Learners that are either "newcomers" or are not making the desired progress toward achieving English language proficiency. FVSD's team of Bi-lingual Aides provided over 1,000 hours of direct support to students during the School Dismissal period of the 2019-20 school year, and will continue to provide support in FVSD's Virtual/Remote Model (via Zoom) and/or in FVSD's In-Person Model(s) once the District receives approval to provide in-person instruction. FVSD's team of Bi-lingual Aides provide support to</p>	\$165,000	\$199,615	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
students in a variety of languages including Vietnamese, Spanish, Arabic, and Korean, on an as-needed basis. These resources contribute to meeting the increased or improved services requirements for English learners, as the students served require significant additional support to engage meaningfully in instructional activities.			
FVSD has or will purchased various educational technology platforms to support in-person and remote instruction, and progress monitoring of students. Specifically, FVSD purchased Scholastic Reading Inventory (to track the reading progress of students in 3rd-8th grade), Edulastic (to provide teachers with assessment tools across content areas), and Illuminate (to serve as a central data bank for the collection and analysis of data sets from a variety of technology platforms). These resources contribute to meeting the increased or improved services requirements for foster youth, students experiencing homelessness, English learners, and low-income students, as they provide teachers with resources to closely track their academic progress and efficiently identify students in need of additional instructional supports.	\$59,082	\$63,851	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

FVSD budgeted \$834,082.00 for actions associated with the Pupil Learning Loss for the 2020-21 school year, and is estimating expenditures of \$579,921.00. The most substantive difference between "total budgeted funds" and "estimated actual expenditures" was for Action 1, the hiring of reading intervention teachers to support struggling readers in the primary grades. The difference between the budgeted funds and estimated expenditures for the 2020-21 school year was \$293,545.00. FVSD did provide reading intervention support for primary grade students identified through universal screening of reading skills; however, fewer students than anticipated required intensive remediation/support, and the District determined that it was essential to maximize instructional time directly with students' assigned classroom teacher during scheduled synchronous instruction. As a result, most reading intervention was provided to students during asynchronous learning time - either virtually, or in-person - to the greatest extent possible. In addition, FVSD was able to utilize remaining funds from the Low-performing Student Block Grant to offset costs that would have been associated with this action.

Expenditures associated with Action 2, deploying a team of bi-lingual aides to work directly with English learners that were identified as either (1) "newcomers" or (2) students not making anticipated progress toward English proficiency, surpassed the total budgeted funds by \$34,615.00. FVSD quickly realized the elevated impact of reduced synchronous instructional time (virtual and in-person) on this high-needs student group and systematically increased support time with bi-lingual aides. This additional support took place during synchronous instructional time, as well as during asynchronous instructional time.

Expenditures associated with Action 3, the procurement of various educational technology platforms to support in-person and remote instruction, slightly surpassed the total budgeted funds, by \$4,769.00, due to expansion of licensing to additional grade levels and modest increases to licensing fees.

## **Analysis of Pupil Learning Loss**

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

FVSD initiated district-wide universal screening of students using multiple measures during the 2020-21 school year to gather data needed to identify Pupil Learning Loss. The metrics indicated there were levels of "pupil learning loss" across grade levels and student groups when comparing student performance on the IXL Diagnostic, which was used for universal screening in both ELA and Math for all students (grades K-8). In addition, FVSD teachers administered Fountas & Pinnell (F&P) reading assessments with students in elementary grades, as well as Scholastic Reading Inventory (SRI) assessments to determine lexile levels for students in 3rd-8th grade. In addition, teachers utilized a wide variety of classroom-based learning assessments to deepen their understanding of individual students' learning needs.

FVSD was able to utilize the data sets from the IXL Diagnostic Assessment, F&P reading assessments, and SRI assessments to identify individual students for additional instructional supports, in much the same manner that FVSD would utilize Smarter Balanced results and other local metrics to do so in school years that were not disrupted by the COVID-19 pandemic. As would be expected, data from the universal screening indicated that the learning loss effect was particularly magnified among student groups contributing to the District's "unduplicated count" (English learners, low-income students, homeless/foster youth/ and students with special needs).

In order to address pupil learning loss, FVSD leveraged both personnel and technology. This two-pronged approach enabled the District to provide intervention and support to identified students during both synchronous and asynchronous learning, as well as across both the Virtual/Remote and Hybrid/In-person instructional models.

In terms of personnel, FVSD hired multiple reading intervention teachers to support students in primary grades that demonstrated profound gaps in reading proficiency related to phonemic awareness, fluency, and comprehension. In addition, FVSD significantly expanded hours for the District's team of bi-lingual aides to provide support in both synchronous and asynchronous instructional time

for English learners identified as "newcomers." To support newcomers at the middle school level, FVSD launched a "zero-period" program specifically targeting the development of reading, writing, listening, and speaking skills. FVSD recognized the need to provide middle school students with additional opportunities for support and included a 35-minute instructional block designated for intervention and enrichment within the daily instructional schedule four days per week. In addition, each of FVSD's middle school master schedules included designated periods of "Academic Instructional Support" for students with IEPs. FVSD also adjusted the in-person/hybrid daily instructional schedules at both the elementary and middle school levels over the course of the year which increased synchronous instructional minutes and provided more in-person interactions.

In terms of technology, FVSD was able to leverage the "Diagnostic Action Plans" for both ELA and Math that were generated by the IXL Diagnostic. These individualized learning plans provide each student completing the IXL Diagnostic with individualized learning plans aligned with the CA Common Core Standards that transcend grade levels. For English Language Arts, the Diagnostic Learning Plan addresses four areas - Vocabulary, Reading Strategies, Writing Strategies, and Grammar & Mechanics. For Mathematics, the Diagnostic Learning Plan addresses six areas including - Numbers & Operations, Algebra & Algebraic Thinking, Fractions, Geometry, Measurement, and Data, Statistics & Probability. The program then assigns specific modules to help students close knowledge gaps and extend learning.

## Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

In terms of social-emotional instruction and support, all students participated 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. FVSD published a "Wellness Wednesday" newsletter on a weekly basis throughout the school year, and published the newsletter to the District website on a weekly basis. As the social-emotional well-being of students remained a very high priority throughout the school year, FVSD staff hosted a series of four live online webinars for parents focused on topics such as social media/cyberbullying, engagement and motivation in the home, suicide prevention, and transitions between grade levels. FVSD also maintains a dedicated webpage featuring extensive information about mental health and social emotional wellness, as well as direct links to community partners that is updated on a regular basis. FVSD's counseling team provided five training sessions over the course of the 2020-21 school year for teachers, administrators, and staff members related to (1) referrals and resources, (2) building relationships, (3) SEL 101, (4) Executive functioning, (5) restorative practices and circles, and (6) suicide awareness.

FVSD's school counselors and school psychologists are trained in Red Cross Psychological First Aide and tele-practice Methodologies, and provide support in alignment with middle schools and their elementary feeder school pattern. Students in the FVSDConnected Virtual Program are supported by the designated counselor associated with their home school. FVSD has also established a partnership with Chapman University and the West Orange County Consortium for Special Education's Compass Center to provide additional support for elementary schools from Licensed Professional Clinical Counselor (LPCC) interns. At each middle school, school counselors teach lessons included in the Core Curriculum Action Plan that address (1) academic success and study skills, (2) respect, anti-bullying and cyber awareness, (3) college and career readiness, (4) transition to high school, and (5) suicide prevention. These lessons aligned with domains of academic, career, and personal/social learning established by American School Counselor Association. In addition, FVSD's middle school physical education teachers utilize the "Catch my Breathe" smoking/vaping prevention program, and middle school counselors provide targeted smoking/vaping counseling in cooperation with school administrators and teachers. To provide support in emotional emergency situations, each FVSD school has a crisis response team consisting of the administrator(s), school counselor, school psychologist, Director of Support Services, and other staff as needed. Beginning in the 2019-20 school year, FVSD partnered with CareSolace to provide an added layer of support for families. During the 2020-21 school year, CareSolace worked with FVSD and families to arrange over 115 "facilitated connections" to directly connect families with community-based health service providers.

Although the 2020-21 school year presented unique challenges in terms of providing mental health and social-emotional well-being supports for students, the Multi-Tiered Systems of Support approach used by the District helped to mitigate the impact of the pandemic on families and provide the support necessary for students to experience success.

## Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

FVSD worked diligently throughout the 2020-21 school year to ensure pupils and families remained engaged in educational programming. The District leveraged extensive technology-supported communication by launching the ParentSquare communication platform in August 2020, which empowered District staff, site administrators, and teachers to engage in ongoing communication about district operations, attendance and participation, and instructional activities. The translation feature of ParentSquare enabled this communication to take place with all families in their home language. In addition, FVSD staff utilized the District's website to communicate important "Schools Reopening Updates" over the course of the school year. FVSD's website also provides primary language support for families through the Google Translate function, providing access to content in over 100 languages. In total, there were 18 schools reopening updates shared with families through this platform.

Although it proved challenging, FVSD leveraged Zoom meetings to engaged with parent groups, including School Site Council's, English Learner Advisory Council and Parent-Teacher groups. Likewise, the District engaged the parents of English Learners throughout the year in District English Learner Advisory Group meetings, Learning Continuity & Attendance Plan Leadership Team meetings, LCAP Leadership Team meetings, and Superintendent's Parent's Council. Working in partnership with the West Orange County Consortium for Special Education, FVSD parents were also included in the SELPA's Community Advisory Committee meetings. FVSD also published and distributed a "Wellness Wednesday" newsletter on a weekly basis throughout the school year, and published the newsletter to the District website on a weekly basis. As the social-emotional well-being of students remained a very high priority throughout the school year, FVSD staff hosted a series of four live online webinars for parents focus on topics such as social media/cyberbullying, engagement and motivation in the home, suicide prevention, and transitions between grade levels. Unfortunately, due to safety precautions associated with the COVID-19 pandemic, FVSD was unable to allow parents volunteers to participate in on-campus activities.

FVSD utilized a Multi-Tiered Systems of Support approach to ensure all students enrolled in the District's virtual program, FVSDConnected, attendant all required live virtual instructional programming and completed all asynchronous instructional activities. The District also used a Multi-Tiered Systems of Support approach to ensure that students enrolled in the Districts Hybrid program, which evolved into a Modified Traditional program in late-April 2021, attended all in-person instructional activities and completed all asynchronous instructional activities. At the Tier 1 level, FVSD Schools Reopening Plan was shared with all parents and stakeholders in August 2020, then updated to address the latest guidance from the California Department of Public Health and redistributed to all families in January 2021. Throughout the year, FVSD focused on maintaining open channels of communication with families regarding updates to instructional calendars/daily schedules as the District pivoted between instructional models. The District also clearly communicated participation expectations and leveraged ParentSquare's automated attendance module to connect with families regarding the nature of absences. FVSD also published a COVID-19 Dashboard on the District website that provided parents with the latest information regarding the number of staff and student COVID-19 cases on each campus, which helped to reassure parents about the safety of sending students to school. Monthly attendance incentives and awards were utilized at the school site level to encourage exemplary attendance and participation, and teachers leveraged multiple technology platforms to communicate weekly asynchronous learning plans to families.

At the Tier 2 level, site administrators, teachers, & staff met with individual students who demonstrated ongoing attendance/engagement deficits to identify barriers, connect students to resources, and set attendance goals. At each site, students were referred to meet with the school counselor, either online or in-person, to follow up on attendance goals. Schools also sent attendance letters to families with students struggling with attendance/engagement expectations to remind parents of requirements, followed up with calls from site administrators, and conducted School Attendance Review Team meetings to establish formal site-level attendance contracts. In rare circumstances where Tier 1 and Tier 2 interventions did not help resolve attendance/engagement issues, FVSD staff teamed with School Resource Officers for unannounced home visits, made recommendations to families that students pivot between instructional models, connected families with outside agencies for additional support through CareSolace, and referred individual student cases to the District's School Attendance Review Board.

In summary, the dedicated efforts of district- and site-level staff to consistently implement FVSD's Multi-Tiered Systems of Support helped students and families remain fully engaged over the course of the 2020-21 school year.

## **Analysis of School Nutrition**

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

During the 2020-21 school year, FVSD's Food Services Department projects an increase in the number of meals served from 310,000 in 2019-20 to nearly 450,000 meals served during the 2020-21 school year. FVSD Food Services implemented strategies to ease production and meal service, while maintaining social distancing and other safety measures. Staff hours were adjusted to better meet the needs of meal preparation and service across locations.

FVSD Food Services also streamlined menus to allow for easier portioning and packaging of meals. Due to the unique instructional models of the 2020-21 school year, the team has had to adjust from serving 2 lunch periods per day at elementary schools and 1 lunch period per day at the middle schools to executing four different meal service times per day at seven different FVSD school sites. For in-person meal service, school nutrition staff served students in both the "grab-n-go" drive thru program and in-person service. The Food Services team also supported "grab-n-go" drive thru meals for students participating in the District's Virtual/Remote learning model, serving approximately 280 meals per week. These adjustments have resulted in increased staffing costs within the program.

Like many food service programs across Orange County, FVSD has transitioned to using pre-packaged foods as compared to bulk prep items that were previously used for meals. This has created issues with both quantity and lack of variety, resulting in additional food costs of approximately 3%. FVSD's Food Services team has worked diligently to infuse menus with variety to reduce "meal burn-out" and ensure students enjoy fresh fruit and vegetable selections. Costs have also increased due to the need to procure bags for meal service, personal protective equipment for staff, and new equipment to address additional storage space.

In spite of the challenges faced this year, the Food Services Department reports higher levels of moral and job satisfaction, a greater sense of importance among staff, the development of new teams and friendships, and greater levels of collaboration across food service team members, noon duty supervisors, custodial staff, teachers, and school staff. In addition, the food services staff reports feeling significantly more connected to parents and students.

# Additional Actions and Plan Requirements

## Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Stakeholder Engagement	FVSD will be utilizing Parent Square to provide families with a more comprehensive communication platform. Parent Square provides a more user-friendly interface and increased functionality over the platform that had previously been used by FVSD. The Parent Square platform will be used at the classroom level, school level, and district level to facilitate communication with FVSD's families. The system has embedded functionality that allows parents to select their preferred modality for receiving messages and for translating languages into a family's preferred language. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as the use of Parent Square helps to ensure that families of students in these targeted groups receive timely communication from FVSD at the classroom, school, and district level in the primary home language of the family - resulting in stronger home-to-school connections for these families.	\$25,440	\$25,440	Yes
Pupil Learning Loss (Pupil Learning Loss Strategies)	FVSD will identify Curriculum Leads to support the implementation of FVSD Signature Practices, curriculum components, and educational technology platforms. Curriculum Leads will possess expertise in specific content areas or instructional programs, and will be available to provide teachers with targeted support and ongoing	\$40,000	\$10,954	Yes

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
	<p>professional development. Each Curriculum Lead will receive a stipend to cover additional work hours for training preparation. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as we know that students being taught by highly-qualified and highly-effective classroom teachers experience knowledge gains at higher levels than students who receive instruction from teachers who are not as well prepared. Access to Curriculum Leads that possess expertise in content areas ensures that FVSD teachers are closely-connected with resources to support their work with foster youth, students experiencing homelessness, English learners, and low-income students.</p>			
Pupil Engagement and Outreach	<p>FVSD will continue to provide an engaging Elementary Music Program for students in both the Virtual/Remote Instructional Model and In-person Instructional Model (when available). The District will fund 2.8 FTE positions that will support students at all seven elementary schools on a rotational basis during the 2020-21 school year. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as we know that students from these targeted groups have fewer opportunities for arts-enriched experiences than their more affluent peers.</p>	\$250,000	\$198,073	Yes
Mental Health and Social and Emotional Well-Being	<p>FVSD recognizes the importance of providing support for staff to help ensure that students receive the best educational experience possible</p>	\$85,500	\$20,104	No

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
	during the 2020-21 school year. In order to do so, FVSD will be subsidizing a portion of the cost of childcare for district employees, if that childcare is provided by through the FVSD pre-school or extended school program.			
School Nutrition	In order to provide students with meals, FVSD will provide appropriate PPE in both food preparation and food services areas. The District will incur additional costs for the installation of appropriate equipment, additional hours for food service workers, and additional food. This action contributes to meeting the increased or improved service requirements for foster youth, students experiencing homelessness, English learners, and low-income students inasmuch as we know that students from these targeted groups are served by school lunch programs to a greater degree than students from more affluent homes.	\$29,556	\$81,160	Yes

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

Actual Expenditures for Actions 1-5 associated with "Additional Actions and Plan Requirements" were \$94,765 less than budgeted expenditures. Expenditures for Action 2, utilizing curriculum leads to support the implementation of FVSD's signature practices, were \$29,046.00 less than budgeted expenditures. Due to the fact that curriculum leads were also assigned to classroom instructional roles for the 2020-21 school year, there were fewer opportunities than anticipated to provide additional professional development and instructional coaching for teachers. FVSD also offered professional development opportunities throughout the school year supported by technology partners such as ST Math, IXL, NewsELA, and Florida Virtual Schools as alternative growth opportunities for teachers. Expenditures for Action 3, pupil engagement & outreach, were \$51,927.00 less than budgeted expenditures. Likewise, expenditures associated Action 4, mental health and social-emotional supports, were \$65,396.00 less than budgeted. FVSD staff provided extensive pupil engagement & outreach, as well as mental health and social emotional supports, throughout the 2020-21 school year due to the contributions of teachers, counselors, school psychologists, principals and other FVSD staff members to meet the needs of students to the greatest extent possible. Expenditures for Action 5, school nutrition, surpassed budgeted expenditures by \$51,604.00 due to additional staffing, food, and equipment costs.

## Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

Implementing both in-person and distance learning programs during the 2020-21 school year has helped inform the development of goals and actions in the 2021-24 LCAP, by expanding the District's repertoire of resources and strategies to meet the needs of students. The concept of providing a high-quality education for students learning in remote, asynchronous settings was outside of the scope of thinking prior to March 2020. FVSD successfully navigated the transition to distance learning during the Spring 2020 term, then to Virtual/Remote and In-person/Hybrid learning models for the 2020-21 school year thanks to the long-standing relationships with the District's parent community, certificated and classified associations, dedicated school board leadership, and collaborative decision-making processes. Continuing to build these partnerships, value the input of stakeholders, and work collaboratively toward the vision of providing FVSD students with the best educational experiences possible, helped the district navigate the COVID-19 pandemic, and will continue serving as the backbone of the development of goals and actions for the 2021-24 LCAP.

FVSD's LCAP Goals are deeply rooted in the District's Five Priorities Areas - (1) increasing student academic success, (2) sustaining an inclusive, caring and collaborative culture, (3) aligning resources to maximize achievement of all students, (4) expanding communication with staff, families, and community members to increase engagement, and (5) modernizing schools to provide a safe and productive learning environment. The District's Priority Areas are aligned closely with LCAP considerations such as health & safety concerns, distance learning, monitoring & supporting mental health and social emotional well-being, and engaging pupils and families.

### Health & Safety Concerns

FVSD's 2021-24 LCAP will continue to address health & safety concerns by allocating resource to provide students with health services and education supported by school nurses and health aides (action associated with Goal 4), and supporting site safety through the maintenance of emergency supplies and staff training (action associated with Goal 5). In addition, FVSD will be re-engaging the Safe Schools Task Force (SSTF) that was launched during the 2018-19 school year. The task force will continue its focused work on comprehensive school safety including (1) school climate/mental health, (2) partnerships, (3) communication, (4) emergency preparedness, (5) physical environments, and (6) school needs assessment. FVSD was deeply committed to helping ensure the health & safety of students prior to, and during, the pandemic, and that commitment will definitely be sustained and built upon through specific actions in the 2021-24 LCAP.

### Distance Learning

FVSD's 2021-24 LCAP will continue to address technology reliant learning platforms that transcend both synchronous and asynchronous learning by allocating resources to support and maintain infrastructure, classroom technology, and devices (action associated with Goal 1), and providing instructional materials and supplies aligned with CA Common Core Standards, CA English

Language Development Standards, and Next Generation Science Standards (action associated with Goal 1). Instructional programming from the 2020-21 school year significantly expanded digital learning resources in order to support asynchronous learning across both Virtual/Remote and In-Person/Hybrid learning models, and use of the educational technology platforms that proved most effective in meeting students' learning needs will continue to be utilized.

#### Monitoring & supporting Mental Health and Social Emotional Well-being

FVSD's 2021-24 LCAP will continue to address monitoring & supporting mental health and social emotional well-being by allocating resources by allocating resources to provide social emotional support at the elementary level (action associated with Goal 4), utilizing middle school counselors to provide social emotional support (action associated with Goal 4), and implementing a district-wide approach for supporting student behavior (action associated with Goal 4). Through these actions, FVSD will continue to build upon the network of community partners available to extend support to students and families beyond the school day. In addition, FVSD will continue to provide both academic and social emotional interventions for identified students during and beyond the school day (action associated with Goal 2). FVSD was deeply committed to monitoring & supporting mental health and social emotional well being of students and staff prior to, and during, the pandemic, and that commitment will definitely be sustained and built upon through specific actions in the 2021-24 LCAP.

#### Engaging Pupils and Families

FVSD's 2021-24 LCAP will continue to address engaging pupils and families by allocating resources to continue to provide parent and volunteer training (action associated with Goal 3), using technology, social media, and newsletters to inform parents, promote involvement, and solicit input (action associated with Goal 3), provide bilingual community liaison support for parent outreach (action associated with Goal 3), and continue to seek out input from parents of unduplicated count students (action associated with Goal 3). In addition, FVSD will continue to communicate with families about students absences (action associated with Goal 4), and engage in ongoing activities to promote student engagement and school connectedness (action associated with Goal 4). FVSD remains deeply committed to engaging pupils and families prior to, and during, the pandemic, and that commitment will definitely be sustained and built upon through specific actions in the 2021-24 LCAP.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

FVSD is committed to mitigating any pupil learning loss which occurred as a result of School Dismissal during the 2019-20 school year and the unique instructional programs implemented during the 2020-21 school year to ensure the safety of students and staff. FVSD is developing robust plans for intervention during July and August 2021, including in-person instructional activities focused on reading and mathematics for students identified as most at-risk for unfinished learning through the various universal screening measures deployed during the 2020-21 school year. FVSD also intends to launch an 8-week online, asynchronous summer learning program developed by FVSD's team of Teachers on Special Assignment that provide 4-weeks of review of essential learnings in Reading, Math, Social Studies and Science for 2020-21 grade levels, and 4-week preview of essential learnings that students will encounter in the upcoming 2021-22 school year. FVSD fully intends to take advantage of resources made available to California school districts

through the 2021 Expanded Learning Opportunities Grant Program to support programming for the summer of 2021, as well as continue to expand upon intervention programming for reading and mathematics during the 2021-22 school year. This expansion of intervention programming will likely include additional certificated and/or classified personnel to support struggling students, additional intervention sections in the master schedules of FVSD's middle schools, as well as additional learning opportunities beyond the traditional school day.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

For the 2020-21 school year, actual expenditures (\$2,683,338.00) outlined in the LCP designated as "contributing towards meeting the increased or improved services" requirement were \$106,586.00 less than budgeted expenditures (\$2,789,924.00). The preponderance of the difference between actual expenditures and budgeted expenditures is attributed to the fact that the budgeted expenditures (\$610,000.00) were designated to support the elementary reading intervention program for the full year; however, due to the unique circumstance of the 2020-21 school year, program implementation did not begin until February 2021, resulting in significantly lower actual costs (\$293,000.00). For multiple other action areas, actual expenditures (i.e., educational technology acquisition, professional development, bi-lingual aide support, and school nutrition) surpassed budgeted expenditures. In total, there was a 3.8% difference between budgeted expenditures and actual expenditures contributing to increased or improved services.

# Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Implementing both in-person and distance learning programs during the 2020-21 school year has helped inform the development of goals and actions in the 2021-24 LCAP, by expanding the District's repertoire of resources and strategies to meet the needs of students. The concept of providing a high-quality education for students learning in remote, asynchronous settings was outside of the scope of thinking prior to March 2020. FVSD successfully navigated the transition to distance learning during the Spring 2020 term, then to Virtual/Remote and In-person/Hybrid learning models for the 2020-21 school year thanks to the long-standing relationships with the District's parent community, certificated and classified associations, dedicated school board leadership, and collaborative decision-making processes. Continuing to build these partnerships, value the input of stakeholders, and work collaboratively toward the vision of providing FVSD students with the best educational experiences possible helped the district navigate the COVID-19 pandemic, and will continue serving as the backbone of the development of goals and actions for the 2021-24 LCAP.

FVSD's LCAP Goals are deeply rooted in the District's Five Priorities Areas - (1) increasing student academic success, (2) sustaining an inclusive, caring and collaborative culture, (3) aligning resources to maximize achievement of all students, (4) expanding communication with staff, families, and community members to increase engagement, and (5) modernizing schools to provide a safe and productive learning environment. The District's Priority Areas are aligned closely with LCAP considerations such as health & safety concerns, distance learning, monitoring & supporting mental health and social emotional well-being, and engaging pupils and families.

## Health & Safety Concerns

FVSD's 2021-24 LCAP will continue to address health & safety concerns by allocating resource to provide students with health services and education supported by school nurses and health aides (action associated with Goal 4), and supporting site safety through the maintenance of emergency supplies and staff training (action associated with Goal 5). In addition, FVSD will be re-engaging the Safe Schools Task Force (SSTF) that was launched during the 2018-19 school year. The task force will continue its focused work on comprehensive school safety including (1) school climate/mental health, (2) partnerships, (3) communication, (4) emergency preparedness, (5) physical environments, and (6) school needs assessment. FVSD was deeply committed to helping ensure the health & safety of students prior to, and during, the pandemic, and that commitment will definitely be sustained and built upon through specific actions in the 2021-24 LCAP.

## Distance Learning

FVSD's 2021-24 LCAP will continue to address technology reliant learning platforms that transcend both synchronous and asynchronous learning by allocating resources to support and maintain infrastructure, classroom technology, and devices (action associated with Goal 1), and providing instructional materials and supplies aligned with CA Common Core Standards, CA English

Language Development Standards, and Next Generation Science Standards (action associated with Goal 1). Instructional programming from the 2020-21 school year significantly expanded digital learning resources in order to support asynchronous learning across both Virtual/Remote and In-Person/Hybrid learning models, and use of the educational technology platforms that proved most effective in meeting students' learning needs will continue to be utilized.

#### Monitoring & Supporting Mental Health and Social Emotional Well-being

FVSD's 2021-24 LCAP will continue to address monitoring & supporting mental health and social emotional well-being by allocating resources to provide social emotional support at the elementary level (action associated with Goal 4), utilizing middle school counselors to provide social emotional support (action associated with Goal 4), and implementing a district-wide approach for supporting student behavior (action associated with Goal 4). Through these actions, FVSD will continue to build upon the network of community partners available to extend support to students and families beyond the school day. In addition, FVSD will continue to provide both academic and social emotional interventions for identified students during and beyond the school day (action associated with Goal 2). FVSD was deeply committed to monitoring & supporting mental health and social emotional well-being of students and staff prior to, and during, the pandemic, and that commitment will definitely be sustained and built upon through specific actions in the 2021-24 LCAP.

#### Engaging Pupils and Families

FVSD's 2021-24 LCAP will continue to address engaging pupils and families by allocating resources to continue to provide parent and volunteer training (action associated with Goal 3), using technology, social media, and newsletters to inform parents, promote involvement, and solicit input (action associated with Goal 3), provide bilingual community liaison support for parent outreach (action associated with Goal 3), and continue to seek out input from parents of unduplicated count students (action associated with Goal 3). In addition, FVSD will continue to communicate with families about students absences (action associated with Goal 4), and engage in ongoing activities to promote student engagement and school connectedness (action associated with Goal 4). FVSD was deeply committed to engaging pupils and families prior to, and during, the pandemic, and that commitment will definitely be sustained and built upon through specific actions in the 2021-24 LCAP.

In summary, analysis and reflection on student outcomes in both the 2019-20 LCAP and 2020-21 LCP have informed the development of the 2021-22 through 2023-24 LCAP by providing stakeholders with the information necessary to make meaningful contributions to the LCAP development process. In working with stakeholder groups to develop the 2021-22 LCAP, many noted the stability of LCAP Goals across the 2017-18 through 2019-20 LCAPs, the flexibility utilized to meet the needs of students through adjustments to actions over the course of the three-year plan cycle, and the continuity of philosophy demonstrated in the 2020-21 LCP. Fountain Valley School District continues to be among the highest performing school districts in Orange County, and remains fully dedicated to closing achievement gaps, meeting the social-emotional needs of students, and remaining fully engaged with our parents and community partners.

## Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

### Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

#### Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

## **Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan**

### **Annual Update**

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

### **Actions Related to In-Person Instructional Offerings**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

### **Actions Related to the Distance Learning Program**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
  - Continuity of Instruction,
  - Access to Devices and Connectivity,

- Pupil Participation and Progress,
- Distance Learning Professional Development,
- Staff Roles and Responsibilities, and
- Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

## **Actions Related to Pupil Learning Loss**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

## **Analysis of Mental Health and Social and Emotional Well-Being**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

## **Analysis of Pupil and Family Engagement and Outreach**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

## **Analysis of School Nutrition**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

## **Analysis of Additional Actions to Implement the Learning Continuity Plan**

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

## **Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
  - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.
- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.



# Annual Update for the 2019–20 Local Control and Accountability Plan Year Expenditure Summary

Total Expenditures by Funding Source		
Funding Source	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
All Funding Sources	60,184,443.00	62,401,722.00
	0.00	0.00
Base	56,976,081.00	59,718,940.00
Supplemental	3,093,236.00	2,511,303.00
Title I	25,500.00	13,110.00
Title III	89,626.00	158,369.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type</b>		
<b>Object Type</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
All Expenditure Types	60,184,443.00	62,401,722.00
	500,000.00	500,000.00
1000-1999: Certificated Personnel Salaries	28,206,664.00	30,009,782.00
2000-2999: Classified Personnel Salaries	9,506,443.00	10,146,706.00
3000-3999: Employee Benefits	12,372,613.00	13,126,407.00
4000-4999: Books And Supplies	3,219,644.00	1,951,638.00
5000-5999: Services And Other Operating Expenditures	4,386,128.00	3,974,691.00
5800: Professional/Consulting Services And Operating Expenditures	0.00	32,400.00
6000-6999: Capital Outlay	333,557.00	879,684.00
7000-7439: Other Outgo	1,659,394.00	1,780,414.00
	500,000.00	500,000.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type and Funding Source</b>			
<b>Object Type</b>	<b>Funding Source</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
All Expenditure Types	All Funding Sources	60,184,443.00	62,401,722.00
		0.00	0.00
	Base	500,000.00	500,000.00
1000-1999: Certificated Personnel Salaries	Base	26,692,823.00	28,558,083.00
1000-1999: Certificated Personnel Salaries	Supplemental	1,513,841.00	1,451,536.00
1000-1999: Certificated Personnel Salaries	Title III	0.00	163.00
2000-2999: Classified Personnel Salaries	Base	9,155,752.00	9,775,132.00
2000-2999: Classified Personnel Salaries	Supplemental	273,112.00	230,162.00
2000-2999: Classified Personnel Salaries	Title III	77,579.00	141,412.00
3000-3999: Employee Benefits	Base	11,846,669.00	12,607,935.00
3000-3999: Employee Benefits	Supplemental	515,388.00	501,678.00
3000-3999: Employee Benefits	Title III	10,556.00	16,794.00
4000-4999: Books And Supplies	Base	2,823,986.00	1,843,316.00
4000-4999: Books And Supplies	Supplemental	394,167.00	108,322.00
4000-4999: Books And Supplies	Title III	1,491.00	0.00
5000-5999: Services And Other Operating Expenditures	Base	3,986,900.00	3,774,376.00
5000-5999: Services And Other Operating Expenditures	Supplemental	373,728.00	187,205.00
5000-5999: Services And Other Operating Expenditures	Title I	25,500.00	13,110.00
5800: Professional/Consulting Services And Operating Expenditures	Supplemental	0.00	32,400.00
6000-6999: Capital Outlay	Base	310,557.00	879,684.00
6000-6999: Capital Outlay	Supplemental	23,000.00	0.00
7000-7439: Other Outgo	Base	1,659,394.00	1,780,414.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Goal</b>		
<b>Goal</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
<b>Goal 1</b>	50,346,104.00	52,509,110.00
<b>Goal 2</b>	2,032,812.00	1,742,345.00
<b>Goal 3</b>	181,504.00	176,396.00
<b>Goal 4</b>	954,515.00	993,904.00
<b>Goal 5</b>	6,669,508.00	6,979,967.00

\* Totals based on expenditure amounts in goal and annual update sections.

# Annual Update for the 2020–21 Learning Continuity and Attendance Plan Expenditure Summary

Total Expenditures by Offering/Program		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$1,044,468.00	\$1,385,328.00
Distance Learning Program	\$1,398,952.00	\$1,549,816.00
Pupil Learning Loss	\$834,082.00	\$579,921.00
Additional Actions and Plan Requirements	\$430,496.00	\$335,731.00
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$3,707,998.00</b>	<b>\$3,850,796.00</b>

Expenditures by Offering/Program (Not Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$832,574.00	\$1,147,354.00
Distance Learning Program		
Pupil Learning Loss		
Additional Actions and Plan Requirements	\$85,500.00	\$20,104.00
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$918,074.00</b>	<b>\$1,167,458.00</b>

Expenditures by Offering/Program (Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$211,894.00	\$237,974.00
Distance Learning Program	\$1,398,952.00	\$1,549,816.00
Pupil Learning Loss	\$834,082.00	\$579,921.00
Additional Actions and Plan Requirements	\$344,996.00	\$315,627.00
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$2,789,924.00</b>	<b>\$2,683,338.00</b>



## Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Fountain Valley School District	Jerry Gargus, Ed.D. Director, Educational Services	<a href="mailto:gargusj@fvsd.us">gargusj@fvsd.us</a> 714-843-3286

## Plan Summary [2021-22]

### General Information

A description of the LEA, its schools, and its students.

The Fountain Valley School District (FVSD) founded in 1876, is comprised of 10 schools (7 elementary and 3 middle schools) serving over 6,200 students from Fountain Valley and Huntington Beach, CA. FVSD seeks 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. The FVSD core values – High Expectations, Be a Learner, Be a Good Teammate, and All Kids – guide adult interactions and decision making.

The nearly 700 employees of FVSD strive to meet the needs of all students, including the 24.2% of students who live in economic poverty (low-income) and 10.4% of students who are English learners (ELs). Students educated by FVSD represent the diverse communities served by the school district including White, non-Hispanic students (33.6%), Asian students (36.1%), Hispanic students (18.5%) and students identifying with Two or more races (7.7%). Fountain Valley School District has a long-standing tradition of supporting high levels of academic achievement, as evidenced by the fact that 77% of students "Meet or Exceed Standards" on State testing in Mathematics and English Language Arts on the 2018-19 administration of the assessment. This represents the 2nd and 3rd highest levels of achievement on the State testing in all of Orange County, CA.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

In March 2020, the U.S. Department of Education approved California's request to waive statewide accountability and reporting requirements for the 2019-20 school year. In June 2020, Governor Newsom approved Senate Bill 98, which prohibited the California Department of Education from publishing state and local indicators in the 2020 Dashboard. As a result, the 2020 CA School Dashboard report only included information about schools (addresses), student population data (e.g., enrollment data), and provided a link to the DataQuest webpage that houses reports on 2019-20 data collected in the California Longitudinal Pupil Achievement Data (CALPADS). As such, FVSD staff reflected on the 2019 CA Dashboard, which included the most comprehensive report available.

FVSD is proud to report that results included in the 2019 CA Dashboard showed FVSD students performing at the highest level of achievement (Blue) for both English Language Arts and Mathematics. In the area of English Language Arts, FVSD performed 60.2 points above standard (an increase of 6.9 points over the 2018 Dashboard level). Of the nine student groups for which performance levels were assigned for English Language Arts, four performed at the Blue level (Asian, Filipino, Two or More Races, and White), three performed at the Green level (English Learners, Hispanic, and Socioeconomically Disadvantaged), and two performed at the Yellow level (Homeless and Students with Disabilities). All student groups performed above the Orange or Red Levels in English Language Arts.

In the area of Mathematics, FVSD performed 56.5 points above standard (an increase of 10.1 points over the 2018 Dashboard level). Of the nine student groups for which performance levels were assigned for Mathematics, four performed at the Blue level (Asian, English Learners, Two or More Races, and White), four performed at the Green level (Filipino, Hispanic, Homeless, and Socioeconomically Disadvantaged), and one student group performed at the Yellow level (Students with Disabilities).

In addition, FVSD performed at the second highest level of achievement (Green) for Chronic Absenteeism, with an overall chronic absenteeism rate of 3.8%. For comparison purposes, the overall chronic absenteeism rate for the State of California was 10.1% for the same reporting period. Of the twelve student groups for which performance levels were assigned for Chronic Absenteeism, two performed at the Blue level (Asian and Filipino), five performed at the Green level (African American, Students with Disabilities, English Learners, Pacific Islanders, and Socioeconomically Disadvantaged), three performed at the Yellow level (Hispanic, Homeless, and White). Two student groups performed at the Orange level (Foster Youth and Two or More Races), which has been included in the subsequent "Identified Need" section of the LCAP.

Another demonstrated success from the 2019 CA School Dashboard is the fact that FVSD achieved "Standard Met" status for each of the five local indicators (Basics: Teachers, Instructional Materials, Facilities; Implementation of Academic Standards; Parent and Family Engagement; Local Climate Survey; and, Access to a Broad Course of Study). FVSD's 2020-21 Local Indicator Report will also reflect "Standard Met" status for each of the indicators.

FVSD is also proud of the continued success demonstrated by students on numerous local assessments including Fountas & Pinnell Reading Assessments, Scholastic Reading Inventories (Lexile levels), and mid-year Diagnostic Assessments. Data from these sources were used during the 2020-21 school year to inform instructional practices and to identify students for academic interventions. In addition, results from these assessments indicated that FVSD students continued to perform at high levels in spite of the challenges presented by 2019-20 school dismissal and 2020-21 pandemic learning models. On mid-year English-Language Arts Diagnostic Assessments, 76% of Kindergarten through 8th grade students performed "at or above" grade level; while on mid-year Mathematics Diagnostic Assessments, 70% of Kindergarten through 8th grade students performed "at or above" grade level.

In order to sustain and improve upon prior successes, FVSD's 2021-24 LCAP continues to leverage the same five goal areas of the previous 3-year LCAP cycle - providing continuity and stability, which is a hallmark of the school district. At the same time, the actions aligned with each of the five goal areas provide continuity and flexibility, as evidenced by the tight alignment between stakeholder input and LCAP actions. FVSD also intends to continue actively involving teachers, parents, students, and other stakeholders in the LCAP development and review process.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

FVSD was also reliant upon the 2019 CA Dashboard report as the most comprehensive data set for identifying needs. Specifically, FVSD reflected on the 2019 CA Dashboard to identify any state indicator for which the overall performance was in the lower two bands (Orange or Red) of the scale, any local indicator where District received a "Not Met" or "Not Met for Two or More Years" rating, and any state indicator for which the performance of any student group was two or more performance levels below the "all student" performance.

FVSD identified two student groups that performed at the "Orange" performance level on the Chronic Absenteeism metric, including the Two or More Races student group and the Foster Youth student group. The chronic absenteeism rate for students included in the "Two or More Races" student group (which was comprised of 465 students for the 2019 CA Dashboard) was 5.2%, an increase of 1.6% over the prior reporting year. In addition, the chronic absenteeism rate for students included in the "Foster Youth" student group (which was comprised of 16 students for the 2019 CA Dashboard) was 6.3%, an increase of 6.3% over the prior reporting year. The unique circumstances of the 2020-21 school year presented interesting challenges as the District developed plans to increase student engagement in the 2021-22 LCAP year; therefore, FVSD has dedicated resources to reduce chronic absenteeism for all student groups in Goal 4 of the 2021-22 LCAP.

FVSD identified three student groups that performed at the "Orange" performance level on the Suspension Rate metric, including the Pacific Islander student group, Socioeconomically Disadvantaged student group, and White student group. The suspension rate for students in the "Pacific Islander" student group (which comprised of 32 students for the 2019 CA Dashboard) was 3.1%, an increase of 3.1% over the prior reporting year. The suspension rate for students in the "Socioeconomically Disadvantaged" student group (which comprised of 1,725 students for the 2019 CA Dashboard) was 2.1%, an increase of 0.8% over the prior reporting year. The suspension rate for students in the "White" student group (which comprised of 2,345 students for the 2019 CA Dashboard) was 2.0%, an increase of 0.7% over the prior reporting year. Suspension rates for all student groups declined significantly due to the unique circumstances of the 2020-21 school year; however, FVSD recognizes the importance of reducing suspension rates and has dedicated resources to improving school climates in Goal 4 of the 2021-22 LCAP.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

FVSD is committed to providing students with an effective, high-quality core instructional program. FVSD's LCAP has been designed with the philosophy that there is no single factor more critical to ensuring high levels of learning for all students than the delivery of "Best" First Instruction by highly skilled teachers. FVSD believes that this is especially the case for students from low-income backgrounds (LI), English learners (ELs), Students with Disabilities (SWD), and students facing the myriad of challenges associated with being identified as Homeless or Foster Youth. In fact, study after study continues to find that initiatives that systematically build consistent practices with teachers are the best way to improve learning outcomes for all students (Fullan, 2014; Hattie, 2012; Odden, 2011; Schmoker, 2011).

At both district and site levels, significant funds are allocated for professional development, coaching, collaboration, instructional observations, training in the District's Signature Practices, and the use of District common assessments with a system to analyze results, leading to improved instructional practices for every teacher. These efforts demonstrate an increase in both spending, and quality of services, for our students. While it could be argued that all students proportionally benefit from expert teachers, we know, unequivocally from the aforementioned research studies, that LI, ELs, FY, and any students not yet performing to expectations, make significantly greater gains in learning when taught by an expert teacher.

Academic achievement and the social-emotional well-being of all students continue to be the highest priority in FVSD. The goals, metrics, and actions articulated in FVSD LCAPs during the prior three-year cycle provided elements that FVSD values as critical to success - stability, expectation, and flexibility. The five goal areas remain unchanged from the District's prior LCAP cycle, providing a clear, consistent vision for ongoing success. The metrics associated with those goals provide a consistent structure for measuring the District's success in meeting those goals. The actions associated with each goal provided the flexibility needed to ensure constant progress toward achieving the District's LCAP goals.

# Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

## Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

FVSD is pleased to share that there are no schools in the District that have been identified for Comprehensive Support and Improvement Services.

## Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not applicable to FVSD at this time.

## Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not applicable to FVSD at this time.

# Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

FVSD engaged in an extensive process of consulting with a wide array of stakeholders as part of the planning and development process for the 2021-22 LCAP. Following the guidance provided in CA Education Code, FVSD formed an LCAP Advisory Committee consisting of parent representatives from each school site, representatives of the Fountain Valley Educators Association (teachers), representatives of the California School Employees Association Fountain Valley Chapter #358 (classified employees), SELPA staff, principals, and district administrators.

The District focused on utilizing a three-phase process for gathering input from stakeholders with the first phase focusing on sharing information about prior District plans (2019-20 LCAP and 2020-21 LCP) and the LCAP development process, the second phase focusing on gathering input around the goals and actions for the 2021-22 LCAP, and the third phase focusing on the review of draft documents. All stakeholder groups had opportunities to engage in each of the three phases of the process.

## INFORMATION SHARING PHASE

- \* LCAP Leadership Team (January 26, 2021)
- \* DELAC (January 14, 2021)
- \* FVSD Leadership Team (February 22, 2021)
- \* EL/GATE Lead Teachers (February 9, 2021)
- \* Superintendent's Parent's Council (March 17, 2021)
- \* FVSD Board Information Session broadcast to all stakeholders via Zoom (March 11, 2021)
- \* LCAP Community Information Session (distributed to staff and parents via ParentSquare on March 26, 2021)

## INPUT PHASE

- \* LCAP Leadership Team (March 11, 2021)
- \* DELAC (March 11, 2021)
- \* FVSD Leadership Team (March 15, 2021)
- \* EL/GATE Lead Teachers (March 31, 2021)
- \* LCAP Community Survey distributed to staff and parents (February 17, 2021 - April 1, 2021)
- \* Public Hearing on LCAP conducted at FVSD Board Meeting (June 10, 2021)
- \* Dedicated FVSD email account to field questions and accept input ([lcap-input@fvsd.us](mailto:lcap-input@fvsd.us))
- \* LCAP Overview/Input Sessions with School Site Councils at all 10 schools (March/April 2021)
- \* Middle School ASB and PAL Student Groups (various dates in April 2021)

## REVIEW PHASE

- \* LCAP Leadership Team (June 3, 2021)
- \* DELAC (June 3, 2021)

\* FVSD Leadership Team (May 24, 2021)

\* Draft submitted to Orange County Department of Education for review (May 26, 2021)

FVSD gathered and reviewed input from all stakeholders while developing the 2021-22 LCAP. FVSD systematically gathered input from each of the groups with which virtual sessions were conducted including the LCAP Leadership Team, DELAC, FVSD Leadership Team, EL/GATE Lead Teachers, middle school ASB and PAL student groups, and Superintendent's Parent's Council. Input forms from these groups were analyzed to identify trends that emerged as consistent areas of emphasis for actions and services. In addition, FVSD staff reviewed both the quantitative and qualitative responses to the LCAP Input Survey (nearly 1,150 responses). Quantitative responses were reviewed, and all qualitative responses were systematically coded and analyzed to identify areas of emphasis for actions and services.

#### A summary of the feedback provided by specific stakeholder groups.

Fountain Valley School District places great value on the feedback provided by all stakeholders through the LCAP development process. Extensive efforts were made to gather, analyze, and synthesize both quantitative and qualitative input from consultations with the various stakeholder groups. The LCAP Survey (to which FVSD received nearly 1,150 responses) provides statistical validation of the goals, actions, and services articulated in the LCAP. To summarize the results of the LCAP survey, 98% of responses associated with Goal #1 were favorable (“strongly” or “moderately” supportive), 93% of responses to Goal #2 were favorable, 95% of responses to Goal #3 were favorable, 97% of responses to Goal #4 were favorable, and 98% of responses to Goal #5 were favorable.

There were multiple open-ended response statements included in the 2021-22 LCAP Input Survey, and several trends emerged from those qualitative responses. All open-ended survey responses were reviewed, coded, and synthesized to enable FVSD to develop a clear understanding of trends with the qualitative data set. Most frequently, parents advocated for the return to full-day, in-person schooling for the 2021-22 school year.

For Goal 1, Student Achievement, the following themes emerged from the open-ended survey items:

- \* Ensuring elective options at the middle schools include foreign languages, fine and performing arts, and STEM/STEAM/Robotics options
- \* Expanding fine and performing arts, as well as STEM-related learning opportunities for elementary students
- \* Ensuring access to technology, including devices and programs, for teachers and students at all grade levels

For Goal 2, Special Populations, the following themes emerged from the open-ended survey items:

- \* Emphasizing academic and social-emotional interventions to help students navigate post-pandemic learning
- \* Expanding support for English Learners
- \* Increasing resources and support for the District's GATE and Honors programs
- \* Increasing opportunities for co-teaching for students with special needs

For Goal 3, Parent Involvement, the following themes emerged from the open-ended survey items:

- \* Allowing parents to return to campus as volunteers
- \* Keeping working parents in mind when developing parent involvement activities
- \* Ensuring equitable access for parents of English Learners by providing primary language support for events

- \* Continuing to use multiple modalities (print, digital, and in-person) to communicate and meet with families
- \* Increasing opportunities for students and parents to learn about college and career paths - including at the elementary level

For Goal 4, Climate & Engagement, the following themes emerged from the open-ended survey items:

- \* Expanding counseling and support for students at all grade levels
- \* Expanding after-school programming at both the elementary and middle school levels to increase engagement
- \* Making sure students have access to school nurses and health aides

For Goal 5, Facilities, the following themes emerged from the open-ended survey items:

- \* Continuing to focus on school cleanliness and school safety
- \* Ensuring there is air conditioning in all classrooms
- \* Improving playground equipment on elementary campuses
- \* Maintaining access to devices for all students and high-speed connections to the internet throughout the school day

In addition to the LCAP Survey, numerous stakeholder groups attended meetings specifically purposed for gaining input into the LCAP update process. These stakeholder groups included the District LCAP Leadership Team, Superintendents Parent Council, FVSD Cabinet, FVSD Administrative Team, District Advisory Committee, District English Learner Advisory Committee, School Site Councils, and a joint committee of FVSDs GATE and EL Lead Teachers/Coordinators. The input of these committees also served as strong validation for the actions & services outlined in the FVSD LCAP, and in many cases echoed results from the District's LCAP Survey.

For Goal 1, Student Achievement, the following themes emerged from the stakeholder engagement meetings:

- \* Ensuring elective options at the middle schools include foreign languages, fine and performing arts, and STEM/STEAM/Robotics options
- \* Expanding opportunities for teacher collaboration
- \* Improving access to school libraries and improving collections to include culturally-relevant titles for students
- \* Ensuring access to technology, including devices and programs, for teachers and students at all grade levels

For Goal 2, Special Populations, the following themes emerged from the stakeholder engagement meetings:

- \* Emphasizing academic and social-emotional interventions to help students navigate post-pandemic learning
- \* Ensuring students have access to math intervention (in addition to reading intervention)
- \* Utilizing Teachers on Special Assignment to support effective instruction for students in special populations
- \* Increasing support for English Learners before/during/after the school day

For Goal 3, Parent Involvement, the following themes emerged from the stakeholder engagement meetings:

- \* Continuing to use multiple modalities (print, digital, and in-person) to communicate and meet with families
- \* Utilizing Zoom to provide remote access to on-campus meetings (IEP meetings, PTA/PTO meetings, etc.)
- \* Increasing opportunities for students and parents to learn about college and career paths at all grade levels

For Goal 4, Climate & Engagement, the following themes emerged from the stakeholder engagement meetings:

- \* Increasing Social-Emotional Learning opportunities for all students (including curriculum)

- \* Expanding after-school programming at both the elementary and middle school levels to increase engagement
- \* Increasing access to counseling and emotional support
- \* Expanding Positive Behavioral Interventions and Supports across school sites

For Goal 5, Facilities, the following themes emerged from the stakeholder engagement meetings:

- \* Increasing custodial support to help maintain safe and clean campuses
- \* Providing emergency supplies for emergency bins on each campus
- \* Providing CPR and other emergency response training for staff

FVSD greatly values the input of stakeholders and dedicated substantial time to gathering input as part of the LCAP development process. Input gathered through the LCAP Survey and targeted activities with numerous stakeholder groups is directly reflected in the Goals, Actions, and Services associated with the 3-year LCAP and played a critical role in the 2021-22 LCAP development process.

#### A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Input from stakeholders heavily influenced the LCAP as evidenced by the tight alignment between the actions articulated in the LCAP and the themes that emerged through the input process. First and foremost, responses from the LCAP Input Survey validated FVSD's practice of continuing to construct the LCAP around the same five goal areas that served as a strong framework for the prior 3-year LCAP cycle. In addition, the LCAP Leadership Team reviewed the various metrics utilized to monitor the District's progress over the lifecycle of the prior LCAP and indicated that continued use of those metrics enabled the District to analyze its progress over an extended period of time, beyond the confines of a 3-year LCAP cycle.

In developing actions within the LCAP to help achieve the stated goals, FVSD will has designated actions/expenditures on services and programming:

- \* Action 1.3 which allocates \$159,589 to expand elective programs at middle schools
- \* Action 1.6 which allocates \$456,340 to ensure 1:1 access to devices for students
- \* Action 1.9 which allocates \$365,225 to expand access to school libraries and improve collections
- \* Action 2.1 which allocates \$383,150 to provide coordinated services for English Learners
- \* Action 2.4 which allocates \$762,608 to provide intervention for students performing below grade level
- \* Action 2.6 which allocates \$60,000 to provide coordinated services for gifted students
- \* Action 3.5 which allocates \$6,550 to expand outreach to parents of students from special populations
- \* Action 4.7 which allocates \$30,270 to improve student attendance and parent communication related to student attendance
- \* Action 4.8 which allocates \$30,000 to promote student engagement and school connectedness within and beyond the school day
- \* Action 5.1 which allocates \$6,089,033 to increase levels of custodial support to maintain safe and clean campuses
- \* Action 5.4 which allocates \$71,443 to provide supplies for school site emergency bins and training for staff

Please review the "Summary of feedback from specific stakeholder groups" component of this section of the LCAP as a reference point for drawing relationships between the increased expenditures associated with these action and input from stakeholders. Of the aforementioned actions, the Actions 1.3, 1.6. 1.9, 2.1, 2.4, 3.4, 4.7, and 4.8 contribute to increased or improved services for unduplicated student populations.

# Goals and Actions

## Goal

Goal #	Description
1	Fountain Valley School District's goal is to support academic success, students will participate in a rigorous academic program and demonstrate continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking, and problem-solving.

An explanation of why the LEA has developed this goal.

The Fountain Valley School District developed this goal based on input from multiple stakeholders. In addition, the Board Priorities of the Fountain Valley School Board consistently hold increased academic success of ALL students as the District's top priority. FVSD has an excellent track record of providing students with an outstanding, well-rounded education that supports high academic achievement in all content areas as demonstrated by the fact that FVSD ranks 2nd in SBAC Math Proficiency (2018-19 data) and 3rd in SBAC Math Proficiency (2018-19 data) in all of Orange County. The results achieved by FVSD related to student achievement are the byproduct of students having highly qualified staff supporting the academic needs of students, the implementation of "Best" First Instruction in the classroom, access to appropriate standards-aligned instructional materials, access to technology, and access to a broad course of study. Over 95% of respondents to the District's 2021 LCAP Input Survey indicated that they "Strongly" or "Moderately" supported this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of staff qualified to support the academic needs of students	100% of staff qualified to support academic needs of students				100% of staff qualified to support the academic needs of students
Percentage of students with access to textbooks and standards-aligned instructional materials	100% of students have access to textbooks and standards-aligned instructional materials				100% of students have access to textbooks and standards-aligned instructional materials
Percentage of students Meeting or Exceeding grade level standards as	77% of FVSD students in grades 3-8 "Met or Exceeded Standards" on the				Increase percentage of 3rd-8th grade students Meeting or Exceeding standards

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>measured on the Smarter Balance Assessment for English Language Arts</p>	<p>2018-19 Smarter Balanced Assessment for English Language Arts</p> <p>(Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results for the 2020-21 school year)</p>				<p>on SBAC ELA by 2-3% annually</p>
<p>Percentage of students Meeting or Exceeding on the Smarter Balanced Assessment for Mathematics</p>	<p>77% of FVSD students in grades 3-8 "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for Mathematics</p> <p>(Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results for the 2020-21 school year)</p>				<p>Increase percentage of 3rd-8th grade students Meeting or Exceeding standards on SBAC Mathematics by 2-3% annually</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of students Meeting or Exceeding standards on the California Science Test (CAST)	59% of FVSD 5th and 8th grade students "Met or Exceeded Standards" on the 2018-19 CA Science Test				Increase percentage of 5th and 8th grade students Meeting or Exceeding standards on the California Science Test (CAST) by 2-3% annually
Percentage of 3rd Grade students demonstrating grade level proficiency on the 3rd Grade Literacy Screener (Fountas & Pinnell Assessment)	62% of FVSD 3rd Grade students demonstrated proficiency on the 3rd Grade Literacy Screener at the conclusion of the 2018-19 school year				75% of FVSD 3rd Grade students demonstrating proficiency on the 3rd Grade Literacy Screener on the 2023-24 End-of-Year literacy screener assessment
Percentage of students reporting Daily/Almost-daily Use of Technology to support learning	75% of FVSD students surveyed reported Daily/Almost-daily Use of Technology to support learning				90% of FVSD students surveyed reporting Daily/Almost-daily Use of Technology to support learning
Percentage of students with access to a "Broad Course of Study"	100% of FVSD students have access to a Broad Course of Study				100% of FVSD students have access to a Broad Course of Study

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Recruit, select, and retain highly qualified staff to support student learning	FVSD will recruit, select, and retain a highly qualified staff with multiple authorizations to support students. The anticipated immediate impact of this action on practices will be that students will receive instruction and support from educators and staff who possess the skills and	\$51,423,258.00	No

Action #	Title	Description	Total Funds	Contributing
		knowledge necessary to deliver curriculum and programming effectively. The anticipated long-term positive impact of this action on student learning and behavior will be high-quality classroom instruction delivered by an expert teacher and continued access to a broad course of study to prepare them for college and career.		
2	Provide an Induction Program for new teachers	FVSD will support new teachers in obtaining a clear credential by providing an induction program. The anticipated immediate impact of this action on practices will be a higher retention rate of educators who are new to the profession, the establishment of a mentor and network of support for participating teachers, and increased levels of preparedness for assuming the responsibilities associated with serving as a classroom teacher. The anticipated long-term positive impact of this action on student achievement will be high-quality classroom instruction that supports broader and deeper levels of learning through enhanced classroom management, instructional planning, and general teacher effectiveness.	\$50,400.00	No
3	Expand elective options across middle schools	FVSD will provide funding to support expanded arts and foreign language elective programming at each middle school, as well as a one-time stipend to support the acquisition of additional District-approved authorizations in order to standardize electives. The anticipated immediate impact of this action on practices will be support for expanded elective programs at the District's three middle schools. The anticipated long-term positive impact of this action on student achievement and behavior will be expanded elective offerings which present the opportunity to enhance school connectedness for students.	\$159,589.00	No
4	Provide standards-aligned instructional materials and supplies	FVSD will provide instructional materials and supplies aligned with California State Standards, English Language Development Standards, and Next Generation Science Standards. The anticipated immediate impact of this action on practices will be the expansion of access to instructional materials and supplies that promote student	\$974,000.00	No

Action #	Title	Description	Total Funds	Contributing
		engagement, access to resources that serve to elevate the rigor of instruction, and increased programmatic fidelity across classrooms/school sites that emerge from collaboration focused on implementing common instructional resources. The anticipated long-term positive impact of this action on student achievement will be high-quality classroom instruction that supports broader and deeper levels of learning through the implementation of rigorous instructional materials. Overall, the impact of this action will be to ensure FVSD's instructional program supports the implementation of State Standards.		
5	Professional development for certificated and classified staff	FVSD will provide certificated, classified staff, and administrative staff with professional development and time to collaborate on content standards (CA State Standards, CA English Language Development Standards, and Next Generation Science Standards), District-adopted instructional materials, District Signature Practices, GATE, technology, and Multi-Tiered Systems of Support. The anticipated immediate impact of this action on practices will be improved classroom instructional practices by teachers and staff participating in professional development activities. The anticipated long-term positive impact of this action on student achievement will be more effective classroom instruction that supports higher levels of learning by students due to increased proficiency related to instructional practices and instructional resources on the part of teachers/staff.	\$300,000.00	No
6	Improve access to technology to support student achievement	FVSD will provide and maintain classroom technology in the form of student/staff devices and or software programs in order to increase opportunities for students to utilize technology in the core program. The anticipated immediate impact of this action on practices will be greater access to technology to support learning and the production of learning artifacts that are reflective of the technology-driven work environments that students will encounter throughout their lives. The anticipated long-term positive impact of this action on student learning and behavior will be students who are better prepared to leverage the power of technology to demonstrate their learning and to share their	\$456,340.00	No

Action #	Title	Description	Total Funds	Contributing
		knowledge/learning beyond the traditional confines of an individual classroom.		
7	Support and maintain infrastructure, classroom technology, and devices	FVSD will support and maintain infrastructure, classroom technology, and devices by providing District IT staff and Site Technology Coordinators. The anticipated immediate impact of this action on practices will be appropriate staffing to support the ongoing expansion of technology across the District, and improved technology infrastructure to support the additional networking demands associated with the significant increase in the number of devices used by students and staff. The anticipated long-term positive impact on student learning and behavior will be greater access to technology, enhanced network performance, and timely support to assist when devices or infrastructure are compromised.	\$646,250.00	No
8	Elementary Music Program for all elementary students	FVSD will utilize itinerant music teachers in elementary schools to ensure all students regularly participate in engaging performing arts instruction. The anticipated immediate impact of this action on staff will be weekly teacher release time for administering assessments, analyzing data from assessments, and planning targeted classroom instruction. The anticipated long-term positive impact of this action on student achievement and behavior will be access to a broad course of study that systematically includes the visual and performing arts, opportunities to develop an appreciation for, and interest in, music at an early age.	\$383,907.00	No
9	Improve School Library Program	FVSD will continue to provide a comprehensive school library program with expanded access to reading-level aligned texts that support teaching, learning, and access to resources for all students. The anticipated immediate impact of this action on staff will be continued provision of part-time Library Media Technicians at all schools to facilitate access to school libraries. The anticipated long-term positive impact of this action on student achievement and behavior will be greater access to appropriate reading material through regularly	\$365,225.00	Yes

Action #	Title	Description	Total Funds	Contributing
		scheduled access to the school library which is of particularly great benefit to English learners, students from low-income homes, homeless students, and foster youth. Research has shown that students from these groups visit community libraries less frequently than their affluent peers and have a greater need for access to reading materials in the home.		

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
2	Fountain Valley School District's goal is to support the academic success of English learners, homeless students, foster youth, students from low-income homes, and students with special needs in the core program, and to provide additional supports needed to ensure equal access, engagement, and high levels of achievement.

An explanation of why the LEA has developed this goal.

The Fountain Valley School District developed this goal based on input from multiple stakeholder groups. These stakeholder groups consistently communicated that the District should continue to prioritize the practice of providing additional supports for students that face unique challenges on the pathway to academic success such as English learners, students from low-income homes, homeless students, foster youth, and students with special needs. In addition, the Board Priorities of the Fountain Valley School Board consistently hold increased academic success of ALL students (including English learners, homeless students, foster youth, students from low-income homes, and students with special needs) as the District's top priority. FVSD has an excellent track record of supporting students from these target student groups as demonstrated by the fact that English learners, students from low-income homes, homeless students, foster youth, and students with special needs in Fountain Valley School District significantly outperform students from these same groups in Orange County and the State of California on state-wide assessments. The results achieved by FVSD are the byproduct of using assessment results to improve instruction, systematic intervention for students not meeting academic targets, and providing all students with access to a broad course of study. Over 90% of respondents to the District's 2021 LCAP Input Survey indicated that they "Strongly" or "Moderately" supported this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of English Learners Meeting or Exceeding grade level standards on the Smarter Balance Assessment for English Language Arts	39% of FVSD's 3rd-8th grade English Learners "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for English Language Arts				Increase percentage of 3rd-8th grade English Learners "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for English Language Arts by 2-3% annually

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	(Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results for the 2020-21 school year)				
Percentage of English Learners Meeting or Exceeding grade level standards on the Smarter Balance Assessment for Mathematics	52% of FVSD's 3rd-8th grade English Learners "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for Mathematics  (Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results for the 2020-21 school year)				Increase percentage of 3rd-8th grade English Learners "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for Mathematics by 2-3% annually
Percentage of English Learners Meeting or Exceeding standards	11% of FVSD's 5th and 8th grade English Learners "Met or Exceeded Standards"				Increase percentage of 5th and 8th grade English Learners "Meeting or

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
on the California Science Test (CAST)	on the 2018-19 California Science Test (CAST)				Exceeding Standards" on the California Science Test (CAST) by 2-3% annually
Percentage of English Learners achieving Overall Level 4 on the Summative English Language Proficiency Assessment for California (Summative ELPAC)	29% of FVSD English Learners achieved at the "Well-Developed" Overall Performance Level on the Summative ELPAC				Maintain 25% or more of English Learners achieving at the "Well-Developed" Overall Performance Level on the Summative ELPAC
Percentage of English learners reclassifying to Fluent English Proficient (RFEP) status	FVSD will maintain reclassification rate of English Learners at or above 15% (average of 4-year period prior to COVID-19)				Maintain annual reclassification rate at or above 15% of English Learners
Percentage of Low-Income students Meeting or Exceeding standards on the Smarter Balance Assessment for English Language Arts	67% of FVSD 3rd-8th grade Low-Income students "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for English Language Arts  (Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated				Increase percentage of 3rd - 8th grade Low-income students "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for English Language Arts by 2-3% annually

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	to prior SBAC results for the 2020-21 school year)				
Percentage of Low-Income students Meeting or Exceeding on the Smarter Balance Assessment for Mathematics	64% of FVSD 3rd-8th grade Low-Income students "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for Mathematics  (Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results for the 2020-21 school year)				Increase percentage of 3rd - 8th grade Low-income students "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for Mathematics by 2-3% annually
Percentage of Low Income students Meeting or Exceeding standards on the California Science Test (CAST)	49% of FVSD's 5th and 8th grade Low-Income students "Met or Exceeded Standards" on the 2018-19 California Science Test (CAST)				Increase percentage of 5th and 8th grade Low-income students "Meeting or Exceeding Standards" on the California Science Test (CAST) by 2-3% annually
Percentage of Students with Special Needs Meeting or	32% of FVSD 3rd-8th grade Students with Disabilities "Met or				Increase percentage of 3rd - 8th grade Students with

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Exceeding standards on the Smarter Balance Assessment for English Language Arts	<p>Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for English Language Arts</p> <p>(Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results for the 2020-21 school year)</p>				Disabilities "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for English Language Arts by 2-3% annually
Percentage of Students with Special Needs Meeting or Exceeding standards on the Smarter Balance Assessment for Mathematics	<p>31% of FVSD 3rd-8th grade Students with Disabilities "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for Mathematics</p> <p>(Please note that FVSD followed CDE flexibility guidelines and administered a locally-determined assessment not statistically correlated to prior SBAC results</p>				Increase percentage of 3rd - 8th grade Students with Disabilities "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for Mathematics by 2-3% annually

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	for the 2020-21 school year)				
Percentage of Students with Special Needs Meeting or Exceeding standards on the California Science Test (CAST)	24% of FVSD's 5th and 8th grade students with disabilities "Met or Exceeded Standards" on the 2018-19 California Science Test (CAST)				Increase percentage of 5th and 8th grade Students with Disabilities "Meeting or Exceeding Standards" on the California Science Test (CAST) by 2-3% annually

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Provide coordinated services for English Learners at school sites	FVSD will utilize the Initial ELPAC data to identify English learners with "Novice" level English language skills with primary language support in the classroom to complement core instruction and English Language Development instruction. In addition, FVSD will provide integrated ELD services for English Learners across all grade levels. The anticipated immediate impact on our practices will be that novice-level students will receive instructional support from bi-lingual aides to assist with instructional activities led by the classroom teacher, and all other English learners will benefit from integrated ELD support in the classroom. The anticipated long-term impact of this action on student learning and behavior will be an acceleration of the English language development process for all English Learners. Overall, the impact of this action will be to ensure FVSD's instructional program supports the implementation of State Standards and ensure that English Learners benefit from a Broad Course of Study.	\$383,150.00	Yes

Action #	Title	Description	Total Funds	Contributing
2	Implement Co-Teaching service delivery model	FVSD will provide opportunities for full inclusion of students with special needs by implementing a Co-Teaching service delivery model. The anticipated immediate impact on our practices will be that multiple subject elementary classroom teachers, single-subject middle school teachers, and educational specialists will be provided with additional release time to support collaborative instructional planning and program specialists will provide on-site support to ensure the success of the service delivery model. The anticipated long-term impact of this action on student learning and behavior will be greater access to core curriculum alongside general education peers which enhances academic achievement and socialization opportunities for students with special needs. Overall, the impact of this action will be to ensure FVSD's instructional program supports the implementation of State Standards and ensure that students with disabilities benefit from a Broad Course of Study.	\$132,922.00	No
3	Utilize common assessments to monitor progress of students in special populations	FVSD will ensure that students from special populations (including English Learners, Low-Income Students, and Students with Special Needs) receive highly effective instruction, tightly aligned to the CA State Standards, that effectively closes the Achievement Gap. The anticipated immediate impact on our practices will be that teachers will utilize common assessments which are tightly aligned with the CA State Standards to track the progress of students from special populations in English Language Arts, Mathematics, and other content areas. Teachers will utilize data collected from these common assessments to continuously improve "Best" First Instruction and strategically-targeted instruction for students. In addition, they will be empowered to track the progress of students from special populations in comparison to other student groups and monitor the impact of their instructional practices on student learning. The anticipated long-term impact of this action on student learning and behavior will be higher levels of academic achievement for students from special populations through better informed instructional practices and efficient/effective teacher professional development practices.	\$119,096.00	Yes

Action #	Title	Description	Total Funds	Contributing
4	Provide intervention for students identified as performing below grade level	FVSD will provide intensive interventions to ensure that students from special populations (including English Learners, Low-Income Students, and Students with Special Needs) receive the additional academic support needed to close the Achievement Gap. The anticipated immediate impact on our practices will be systematic efforts to provide targeted intervention for students performing below grade level during the school day, beyond the school day, and outside of the traditional 180-day school calendar. The anticipated long-term impact of this action on student learning and behavior will be higher levels of academic achievement for students from special populations through participating in targeted instructional opportunities during the school day, beyond the school day, and outside of the traditional 180-day school calendar.	\$762,608.00	Yes
5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	FVSD will identify teachers who possess specific content-area and grade-level expertise to serve as Teachers on Special Assignment. The anticipated immediate impact on our practices will be the provision of ongoing professional development and coaching for classroom teachers by their colleagues to support the ongoing implementation of FVSDs Signature Practices of Balanced Literacy and Cognitively-Guided Instruction (CGI) and common curriculum components across grade levels. The anticipated long-term impact of this action on student learning and behavior will be improved academic outcomes for students from special populations (including English Learners, Low-Income Students, and Students with Special Needs) due to continuous improvement of "Best" First Instruction in all classrooms.	\$510,000.00	Yes
6	Provide coordinated services for students identified as Gifted & Talented	FVSD will utilize the OLSAT-8 and other metrics to identify students for participation in the Gifted & Talented Education Program. The identification criteria will be differentiated to ensure maximized opportunities for students in special population groups (including English Learners, Low-Income Students, and Students with Special Needs). In addition, resources will be designated to ensure coordination of programming at school sites and to provide teachers	\$60,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		with training related to the Depth & Complexity Prompts. The anticipated immediate impact on our practices will be that students will participate in rigorous instructional activities that extend learning and engage in content through deeper and more complex thinking. The anticipated long-term impact of this action on student learning will be the development of complex thinking strategies and improved preparation for advanced curriculum/advanced placement courses in high school.		

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
3	Fountain Valley School District's goal is to support the academic success of students by working to ensure that all parents are engaged and play an active role in the school community.

An explanation of why the LEA has developed this goal.

The Fountain Valley School District developed this goal based on input from multiple stakeholders. These stakeholder groups consistently communicated the importance of constantly working to improve opportunities for parents to become engaged in their child's educational process and play an active role in the school community. In addition, the Board Priorities of the Fountain Valley School Board provide direction that the staff should work to sustain and enhance the inclusive, caring, and collaborative culture which has been a pillar of the District since its inception. FVSD has an outstanding reputation within the community, as evidenced by the significant levels of involvement by parents in school activities, District advisory committees, school-site advisory committees, parent groups (PTA/PTOs), and the Fountain Valley Schools Foundation. The results achieved by FVSD related to parent engagement are the byproduct of years of fostering welcoming school environments, parent outreach efforts, and community-building practices implemented through the school district. Over 95% of respondents to the District's 2021 LCAP Input Survey indicated that they "Strongly" or "Moderately" supported this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent Leadership and Involvement Opportunities	Maintain at or above 175 opportunities				Maintain at or above 175 opportunities
Fall Parent-Teacher Conferences	Maintain at or above 95% parent participation rate				Maintain at or above 98% parent participation rate
Daily Volunteers in Classroom	Re-engage parents in classroom volunteer program in manner compliant with COVID-19 safety guidance from the				Maintain at or above 20 volunteers daily on each campus

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	California Department of Public Health				
Written Translations of Documents	Maintain at or above 200 documents translated annually				Increase at or above 250 documents translated annually
Oral Interpretations for Families	Oral Interpretation provided at 130 scheduled meetings in baseline year				Increase to Oral Interpretation provided at 150 or more scheduled meetings annually

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Parent and volunteer training	FVSD will provide parent and volunteer training to support involvement in school-based activities including parent organizations (PTA/PTO), campus activities, school advisory councils, and student achievement. The anticipated immediate impact on practices will be enhanced outreach to parents of English learners, low-income students, homeless students, foster youth, and families of students with special needs. The anticipated long-term positive impact of this action will be improved student learning and behavior due to increased parent awareness of academic/behavioral expectations for students and instructional pedagogy utilized in FVSD classrooms.	\$10,000.00	Yes
2	Use of technology solutions, social media venues, and newsletters	FVSD will leverage multiple technology solutions, social media venues, and newsletters to inform parents, promote involvement, and solicit input. The anticipated immediate impact on practices will be the presentation of timely and accurate information for parents on the District website, school websites, technology platforms, and social media platforms. In addition, the Superintendent and school principals will draft and distribute newsletters on a recurring basis during the school year and send frequent communications via various technology platforms. The anticipated long-term positive impact on student	\$89,012.00	No

Action #	Title	Description	Total Funds	Contributing
		achievement and behavior will be a better-informed parent community that is well-informed about campus activities and parent involvement opportunities at the District level.		
3	Bi-lingual Community Liaison	FVSD will provide a District Bi-lingual Community Liaison (Vietnamese-fluent) to support oral interpretations and written translations. The anticipated immediate impact on practices is enhanced access and support for non-English speaking parents provided in the form of oral interpretation support for various parent meetings and written translation of documents (i.e., LCAP, Federal Addendum, School Accountability Report Cards, etc.). The anticipated long-term positive impact on student learning and behavior of this action is a better-informed parent population that is equipped with more accessible information about the school district, instructional practices, and programs available to support students from non-English speaking homes.	\$77,033.00	Yes
4	Outreach to parents of students from special populations	FVSD will engage in ongoing outreach efforts to involve parents of students in special populations (EL, Low-Income, Homeless, Foster Youth, and Students receiving Special Education Services) on district-level and school-level committees such as School Site Council, leadership roles within PTA/PTO groups, membership on English Learner Advisory Committees (district and school), the SELPA Community Advisory Committee (Special Education), Superintendent's Parent Council, Safe Schools Task Force, and the LCAP Leadership Team. In addition, the District will gather input from parents of English learners and parents of Low-income students through the annual EL Parent Survey and Title I Parent Survey. The anticipated immediate impact on staff will be to engage in active, ongoing, and targeted recruitment efforts to encourage parents of students from special populations to participate in the aforementioned parent leadership roles. The anticipated long-term positive impact of this action on student learning and behavior will be better informed practices by District staff resulting from input gathered through more diverse representation within these important stakeholder groups.	\$6,550.00	Yes

Action #	Title	Description	Total Funds	Contributing
5	Targeted support for students promoting from middle school to high school	FVSD will utilize middle school counselors to inform parents about ways to support their students' secondary school academic plans to ensure a focus on college and career goals. The anticipated immediate impact on practices will be the planning of parent nights to be hosted in February/March 2022 and the promotion of the event(s) with students and parents. The anticipated long-term positive impact of this action on student learning and behavior will be a more seamless transition from middle school in Fountain Valley Elementary School District to high school in Huntington Beach Union High School District. Students will also benefit from developing an understanding of high school "broad course of study" options, unique programming offered by the high school they are interested in attending, and the importance of meeting the A-G requirements to ensure access to post-secondary educational opportunities.	\$3,000.00	No

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
4	Fountain Valley School District's goal is to support the academic success of students by ensuring they have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.

An explanation of why the LEA has developed this goal.

The Fountain Valley School District developed this goal based on input from multiple stakeholders. These stakeholder groups consistently communicated that ensuring students have access to safe, supportive, and nurturing environments, where student engagement and school connectedness are emphasized, is a high priority. In addition, the Board Priorities of the Fountain Valley School Board articulate that sustaining an inclusive, caring, and collaborative culture is among FVSD's top priorities. FVSD has an excellent track record of meeting the social-emotional needs of students, promoting outstanding attendance, and encouraging positive behaviors on campus. Over 95% of respondents to the District's 2021 LCAP Input Survey indicated that they "Strongly" or "Moderately" supported this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Suspension Rate	Maintain suspension rate "at or below" 1.0%				Maintain suspension rate at or below 1.0%
Expulsion Rate	Maintain expulsion rate at 0.0%				Maintain expulsion rate at 0.0%
Attendance Rate	Maintain attendance rate "at or above" 97.0%				Maintain attendance rate "at or above" 97.0%
Chronic Absenteeism	Maintain chronic absenteeism rate "at or below" 3.5%				Maintain chronic absenteeism rate "at or below" 3.5%
Middle School Drop-out Rate	Maintain middle school drop-out rate at 0.0%				Maintain middle school drop-out rate at 0.0%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of 5th grade students reporting that they "feel like they are part of this school" on CHKS or Local Climate Survey	82% of 5th grade students reported that they "feel like they are part of this school" on 2019-20 CHKS				Increase percentage of 5th grade students reporting that "they feel like they are part of this school" on CHKS or Local Climate Survey to 85% or higher
Percentage of 7th grade students reporting that they "feel like they are part of this school" on CHKS or Local Climate Survey	57% of 7th grade students reported that they "feel like they are part of this school" on 2019-20 CHKS				Increase percentage of 7th grade students reporting that "they feel like they are part of this school" on CHKS or Local Climate Survey to 70% or higher
Percentage of 5th grade students reporting that they "feel safe or very safe at school" on CHKS or Local Climate Survey	87% of 5th grade students reported that they "feel safe or very safe at school" on 2019-20 CHKS				Increase percentage of 5th grade students reporting that "they feel safe or very safe at school" on CHKS or Local Climate Survey to 90% or higher
Percentage of 7th grade students reporting that they "feel safe or very safe at school" on CHKS or Local Climate Survey	76% of 7th grade students reported that they "feel safe or very safe at school" on 2019-20 CHKS				Increase percentage of 7th grade students reporting that "they feel safe or very safe at school" on CHKS or Local Climate Survey to 80% or higher

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Develop leadership capacity needed to promote engagement and school connectedness	Continue to develop the leadership capacity within the District to successfully implement instructional initiatives and build a culture of continuous improvement by providing training and coaching related to school-wide systems of support for staff. The anticipated immediate impact of this action will be the dedication of time for training of site administrators and opportunities for school leadership teams to collaborate on issues related to school culture and student connectedness. The anticipated long-term positive impact of this action will be improved safety and school climates, where there are ever-expanding opportunities for students to become engaged and connected to their school.	\$10,000.00	Yes
2	Communicate with parents regarding student absences and the importance of school attendance	Maintain timely communication with parents, both oral and written, about attendance policies and the impact of absences on learning. Leverage multi-tiered systems of support, including site-level interventions and the School Attendance Review Board process, to address chronic absenteeism and promote re-engagement and school connectedness. The anticipated immediate impact of this action will be a positive impact on parent awareness related to student attendance. The anticipated long-term positive impact of this action will be the continued fostering of a community culture that places high value on the importance of school attendance as a direct, contributing component of academic and social-emotional success of students.	\$30,270.00	No
3	Health services and health education	Health services and health education will be provided to ensure the physical safety and well-being of students throughout the school day. The anticipated immediate impact of this action will be ongoing access to health-related support and health education for students, resulting in improved physical safety for students throughout the school day, as well as a broader knowledge base related to healthy lifestyle choices which promote overall wellness. The anticipated long-term positive impact of this action will be a healthier student population that is prepared to make informed decisions regarding lifestyle choices that promote social-emotional and physical wellness.	\$583,370.00	Yes

Action #	Title	Description	Total Funds	Contributing
4	Social-emotional support for elementary students	Provide social-emotional support to help ensure the emotional well-being of students. The anticipated immediate impact of this action will be improved social-emotional learning experiences for all elementary-aged students, as well as access to counseling and support services for students in need of additional support. The anticipated long-term positive impact of this action will be improved social-emotional wellness for all elementary-aged students as they prepare to transition from the elementary school setting to the middle school setting.	\$31,360.00	Yes
5	Middle school counseling program	Utilize middle school counselors to provide social-emotional support for students and help to create secondary academic plans focused on college and career goals. The anticipated immediate impact of this action will be improved social-emotional learning experiences for all middle school students, as well as access to counseling and support services to assist students in need of additional support. The anticipated long-term positive impact of this action will be improved social-emotional wellness for all middle school-aged students as they prepare to transition from the middle school setting to the high school setting. The focus on helping students to create secondary academic plans focused on college and career goals will help to expand students' knowledge base related to high school instructional programming opportunities, college admissions requirements, degree options (Associates, Bachelor's, etc.), and help students to engage in the exploration of career goals.	\$298,379.00	Yes
6	District-wide support for student behaviors	Implement and communicate to stakeholders a consistent, district-wide approach for supporting student behavior including alternatives to suspension and expulsion. The anticipated immediate impact of this action will be ongoing training for teachers, staff, and administrators related to student behavior management and the development of school-wide systems of support to establish and instill an understanding of school-related behavioral expectations. The	\$13,000.00	No

Action #	Title	Description	Total Funds	Contributing
		anticipated long-term positive impact of this action will be reduced suspension and expulsion rates, improved campus climates, and higher levels of positive behaviors by students achieved through education and positive reinforcement of school-appropriate behaviors.		
7	Promote student engagement and school connectedness	Promote student engagement and school connectedness through enhanced elective offerings and student activities. The anticipated immediate impact of this action will be the ongoing expansion of elective offerings and student activities to better engage students and improve school connectedness. This will also help students to explore areas of interest to prepare for high school instructional programming, as well as college and career opportunities. The anticipated long-term positive impact of this action will be an expanded repertoire of elective offerings and student activities offered on FVSD campuses that will help broaden students' areas of interest.	\$30,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

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A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
5	To support the academic success of students, school facilities will be clean, safe, and effectively support a 21st Century education.

An explanation of why the LEA has developed this goal.

The Fountain Valley School District developed this goal based on input from multiple stakeholders. These stakeholder groups consistently communicated that providing students with school facilities that are clean, safe, and effectively support a 21st Century education, is a high priority. In addition, the Board Priorities of the Fountain Valley School Board articulate that modernizing schools to provide safe and productive learning environments is among FVSD's top priorities. FVSD has an excellent track record of maintaining clean and safe facilities, as well as equipping learning environments with advanced technologies to engage students in the learning process. Over 95% of respondents to the District's 2021 LCAP Input Survey indicated that they "Strongly" or "Moderately" supported this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Facilities Inspection Tool (FIT)	Overall "Good" status: Maintain 100%				Overall "Good" status: Maintain 100%

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Provide clean and well-maintained school campuses	Provide appropriate staffing, supplies, and services to ensure District facilities are clean and well-maintained. The anticipated immediate benefits of this action are improved academic outcomes for students due to the positive impact of clean and well-maintained classrooms on student attendance and improved staff morale. The anticipated long-term positive benefits of this action are reduced costs of maintaining facilities and aesthetically appealing campuses which are great sources of pride within the community.	\$6,375,700.00	No

Action #	Title	Description	Total Funds	Contributing
2	Fund and execute the District's Deferred Maintenance Plan	Fund a deferred maintenance plan based on the priorities identified in the FVSD Facilities Master Plan. The anticipated immediate benefit of this action is the availability of resources to ensure FVSD campuses are properly maintained and have properly functioning systems and infrastructure. The anticipated long-term positive benefits of this action are reduced costs of maintaining facilities and aesthetically appealing campuses that are great sources of pride within the community.	\$500,000.00	No
3	Provide and maintain the infrastructure to support instructional technology	Procurement of necessary hardware and software to support the District's technology infrastructure. The anticipated immediate benefits of this action are universal access to individual devices for students across all grade levels and a state-of-the-art network backbone providing infrastructure to ensure uninterrupted access to high-speed internet for staff and students. The anticipated long-term positive benefits of this action are increased levels of student engagement and achievement and greater access to emerging technologies.	\$52,000.00	No
4	Site safety resources, supplies and training	Support for site safety through the maintenance of emergency supplies and staff training. The anticipated immediate and long-term benefits of this action include school staff members who are better prepared to navigate emergency situations and improved resources available for staff to utilize in the event of an emergency.	\$177,693.00	No
5	Execute the District's Facilities Master Plan	Implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades. The anticipated immediate benefits of this	\$0.00	No

Action #	Title	Description	Total Funds	Contributing
		action are the ongoing construction projects associated with the District's Measure O construction bond, including the completion of Phase 3 construction (Talbert Middle School and Gisler Elementary), the initiation of Phase 4 construction (Newland Elementary and Oka Elementary), and planning of Phase 5 construction (Plavan Elementary). The anticipated long-term positive benefits of this action are well-maintained and recently upgraded campuses across Fountain Valley School District featuring air conditioning in all rooms.		

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

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# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
5.86%	\$3,136,898

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

### Action 1.9 - Improve School Library Program:

The services included in Action 1.9 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing greater access to reading and reference materials, as well as technology resources. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 1.9 represents an increase over the amount allocated in the 2018-19 LCAP. Research shows that students from the aforementioned student groups tend to have significantly less access to reading materials than students for whom English is their primary language (Rojas, 2011). In addition, expanding access to reading materials, technology, and school libraries promotes improved educational outcomes (Lance & Kachel, 2018; Gretes, 2013). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

### Action 2.1 - Coordinated EL Services:

The services included in Action 2.1 support the academic achievement of English Learners across Fountain Valley School District. This action was also a component of the 2018-19 LCAP, and the expenditure budgeted expenditure for Action 2.1 represents an increase over the amount allocated in the 2018-19 LCAP. Research shows that effective academic programs for ELs help to eliminate achievement gaps by providing cohesive, sustained systems of support. (Valentino & Reardon, 014; Baker et al, 2014; Calderon, Slavin & Sanchez, 2011); English Learner Toolkit (Rev. Ed.). U.S. Department of Education, Office of Language Acquisition, 2016). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

### Action 2.3 Utilize common assessments to monitor progress of students in special populations:

The services included in Action 2.3 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing timely achievement data to trigger participation in academic intervention programming. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 2.3 represents an increase over the amount allocated in the 2018-19 LCAP. Research shows that effective formative assessment practices have a positive impact on academic outcomes and when used systematically, help to close the achievement gap (Guskey, 2003; Frey, Hattie, & Fisher, 2018). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

### Action 2.4 - Providing intervention for students identified as performing below grade level:

The services included in Action 2.4 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing targeted academic interventions during the school day, beyond the school day, and outside of the traditional 180-day school year. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 2.4 represents an increase over the amount allocated in the 2018-19 LCAP. Research shows that providing timely and targeted interventions and supports is critical to systematically closing the achievement gap in schools for students from historically underperforming student groups (Dufour, Dufour, Eaker, Many & Mattos, 2006; Buffum & Mattos, 2009; Fuchs, Fuchs & Compton, 2012). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

### Action 2.5 - Utilizing Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations:

The services included in Action 2.5 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by ensuring each teacher possesses the pedagogical knowledge and instructional strategies needed to meet the needs of students, especially those from historically underperforming student groups. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 2.5 represents a decrease in the overall amount allocated in the 2018-19 LCAP due to the short-term availability of Expanded Learning Opportunities Grant funding which is being utilized by FVSD to support site-embedded coaching support for teachers. Research shows that systematically build consistent practices with teachers are the best way to improve learning outcomes for all students, and that in doing so, students from historically underperforming student groups make significantly greater gains than their "advantaged" peers (Fullan, 2014; Hattie, 2012; Odden, 2011; Schmoker, 2011). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

### Action 2.6 - Providing coordinated services for students identified as Gifted & Talented:

The services included in Action 2.6 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by ensuring students from these student groups are systematically included in the Gifted Program identification process and are considered through a differentiated lens for inclusion in the program. This action is was not a component of the 2018-19 LCAP, as the expenditures supporting the services associated with this action were integrated into other LCAP actions. As such, the practice of delineating expenditures for Action 2.6 results in the budgeted expenditure being new for the 2021-22 LCAP. Research shows that universal screening helps to increase participation among special populations students in Gifted Programs by helping to systematically eliminate "under-referral" of students from these groups by parents and teachers (Card & Guiliano, 2016). In addition, expanding training opportunities related to the education of students identified as gifted helps to further improve academic outcomes for these students (Briggs, Reis, & Sullivan, 2008). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

#### Action 3.1 - Parent and volunteer training:

The services included in Action 3.1 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing school sites with resources to develop parent education and involvement programming. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 3.1 is equal to the amount allocated in the 2018-19 LCAP. Research shows that parent involvement at home and at school has a measurable impact on student performance in school, and is particularly important for English Learners and students from low-income families (EdSource, 2014). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

#### Action 3.3 - Bilingual Community Liaison:

The services included in Action 3.3 support the academic achievement of English Learners across Fountain Valley School District by promoting higher levels of parent engagement and school connectedness for families of English Learners. This action was also a component of the 2018-19 LCAP, and the expenditure budgeted expenditure for Action 3.3 represents an increase over the amount allocated in th 2018-19 LCAP. Research shows that providing primary language support for parents of English Learners helps build home-school bridges that have a measurable impact on student performance in school (Hughes, Reumann-Moore, Rowland & Lin, 2016). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

#### Action 3.4 - Outreach to parents of students from special populations:

The services included in Action 3.4 support the academic achievement of English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing school sites with resources to develop parent education and involvement programming. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 3.4 represents an increase over the amount allocated in the 2018-19 LCAP. Research shows that parent involvement at home and at school has a measurable impact on

student performance in school and is particularly important for English Learners and students from low-income families (EdSource, 2014; Hughes, Reumann-Moore, Rowland & Lin, 2016). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

Action 4.1 - Develop leadership capacity needed to promote engagement and school connectedness:

Fowler, 2015; providing site leaders (principals and teachers) with resources to implement system communication and collaboration related to the needs of students in historically underperforming student groups. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure for Action 4.1 is equal to the amount allocated in the 2018-19 LCAP. Research consistently demonstrates the important role that school leaders play in helping to close the Achievement Gap (Haycock, 2001; Dufour, Dufour, Eaker, Many & Mattos, 2006; Fowler, 2015). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

Action 4.3 - Health services and health education:

Research reflects the important role of schools in providing health services and health education for students, and especially for students from the aforementioned student groups that may have more limited knowledge of or access to health services at home (A Blueprint for Great Schools, 2011; Schubel, 2017). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

Action 4.4 - Social-emotional support for elementary students:

The services included in Action 4.4 support the social-emotional needs of elementary school English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing access to counseling supports, classroom-based social-emotional learning (SEL), and connecting families with community-based health resources, and providing health and wellness education for students. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure represents an increase over the amount allocated in the 2018-19 LCAP. FVSD recognizes that mental health is as important as physical health to children's quality of life and directly impacts their learning and development. Research shows that providing access to counseling and support at school, while important for all students, is especially important for English Learners, Low-income students, Foster Youth and students experiencing homelessness that may not have means of accessing these services (NASP, 2021). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

Action 4.5 - Middle school counseling program:

The services included in Action 4.5 support the social-emotional needs of middle school English Learners, Low-Income students, Foster Youth, and students experiencing homelessness by providing access to counseling supports, classroom-based social-emotional learning (SEL), and connecting families with community-based health resources, and providing health and wellness education for students. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure represents an increase over the amount allocated in the 2018-19 LCAP. FVSD recognizes that mental health is as important as physical health to children's quality of life and directly impacts their learning and development. Research shows that providing access to counseling and support at school, while important for all students, is especially important for English Learners, Low-income students, Foster Youth and students experiencing homelessness that may not have means of accessing these services (NASP, 2021). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

#### Action 4.7 - Promote student engagement and school connectedness:

The services included in Action 4.7 support the programming to increase student engagement and school connectedness for English Learners, Low-Income students, Foster Youth and students experiencing homeless by providing resources for schools to implement in-school and after-school student engagement activities throughout the school year. These activities may include, but are not limited to, events or clubs targeted to engage students in high-interest areas. This action was also a component of the 2018-19 LCAP, and the budgeted expenditure represents an increase over the amount allocated in the 2018-19 LCAP. Research shows that students who feel connected to school - independent of how these students are faring academically - are less likely to use substances, exhibit emotional distress, demonstrate violent or deviant behavior, experience suicidal thoughts, or attempt suicide (Blum, 2005; Longczak, Abbot, Hawkins, Kosterman & Catalno, 2002; Samdal, Nutbeam, Wold & Kannas, 1998). This action is supported as an effective use of funds based on research into best practices for supporting students from the targeted student groups, FVSD's prior successes in supporting students from the targeted groups as demonstrated through achievement metrics, and input from multiple FVSD stakeholder groups that participated in the development of the LCAP.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

FVSD is committed to providing students with an effective, high-quality core instructional program. FVSD's LCAP has been designed with the philosophy that there is no single factor more critical to ensuring high levels of learning for all students than the delivery of "Best" First Instruction by a highly skilled teacher. Through the actions described above, increases in both spending and quality of services are achieved to support the needs of English Learners, Low-Income students, Foster Youth, Homeless, and students with special needs. In fact, study after study continues to find that school-wide initiatives that systematically build consistent practices with teachers are the best way to improve learning outcomes for all students (Fullan, 2014; Hattie, 2012; Odden, 2011; Schmoker, 2011). At both the district and site levels, significant funds are allocated for professional development, coaching, collaboration, instructional observations, and training in the District's Signature Practices, leading to improved instructional practices and strategies for every teacher. These efforts demonstrate an increase in both spending and quality of services for our students. And while it could be argued that all students proportionally benefit from expert teachers, we know, unequivocally, that LI, EL, FY and any non-proficient or underperforming student makes significantly greater gains in

learning when taught by an expert teacher. Services for foster youth, English learners, and low-income students are being increased or improved by the percentage required through increased expenditures on academic supports, targeted parent engagement activities, increased expenditures related to health services and health education, increased expenditures on counseling supports, and increased expenditures on student engagement and school connectedness activities.

## Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$53,268,474.00	\$6,045,120.00	\$4,466,262.00	\$1,234,256.00	\$65,014,112.00

Totals:	Total Personnel	Total Non-personnel
Totals:	\$60,157,187.00	\$4,856,925.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	All Students with Disabilities	Recruit, select, and retain highly qualified staff to support student learning	\$39,919,466.00	\$5,974,129.00	\$4,397,054.00	\$1,132,609.00	\$51,423,258.00
1	2	All Students with Disabilities	Provide an Induction Program for new teachers	\$50,400.00				\$50,400.00
1	3	All Students with Disabilities	Expand elective options across middle schools	\$159,589.00				\$159,589.00
1	4	All Students with Disabilities	Provide standards-aligned instructional materials and supplies	\$974,000.00				\$974,000.00
1	5	All Students with Disabilities	Professional development for certificated and classified staff	\$300,000.00				\$300,000.00
1	6	All Students with Disabilities	Improve access to technology to support student achievement	\$456,340.00				\$456,340.00
1	7	All Students with Disabilities	Support and maintain infrastructure, classroom technology, and devices	\$646,250.00				\$646,250.00
1	8	All Students with Disabilities	Elementary Music Program for all elementary students	\$383,907.00				\$383,907.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	9	English Learners Foster Youth Low Income	Improve School Library Program	\$365,225.00				\$365,225.00
2	1	English Learners	Provide coordinated services for English Learners at school sites	\$303,756.00			\$79,394.00	\$383,150.00
2	2	Students with Disabilities	Implement Co-Teaching service delivery model	\$132,922.00				\$132,922.00
2	3	English Learners Foster Youth Low Income	Utilize common assessments to monitor progress of students in special populations	\$119,096.00				\$119,096.00
2	4	English Learners Foster Youth Low Income	Provide intervention for students identified as performing below grade level	\$762,608.00				\$762,608.00
2	5	English Learners Foster Youth Low Income	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	\$510,000.00				\$510,000.00
2	6	English Learners Foster Youth Low Income	Provide coordinated services for students identified as Gifted & Talented	\$60,000.00				\$60,000.00
3	1	English Learners Foster Youth Low Income	Parent and volunteer training	\$10,000.00				\$10,000.00
3	2	All	Use of technology solutions, social media venues, and newsletters	\$66,759.00			\$22,253.00	\$89,012.00
3	3	English Learners	Bi-lingual Community Liaison	\$77,033.00				\$77,033.00
3	4	English Learners Foster Youth Low Income	Outreach to parents of students from special populations	\$6,550.00				\$6,550.00
3	5	All	Targeted support for students promoting from middle school to high school	\$3,000.00				\$3,000.00
4	1	English Learners Foster Youth Low Income	Develop leadership capacity needed to promote engagement and school connectedness	\$10,000.00				\$10,000.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	2	All	Communicate with parents regarding student absences and the importance of school attendance	\$30,270.00				\$30,270.00
4	3	English Learners Foster Youth Low Income	Health services and health education	\$583,370.00				\$583,370.00
4	4	English Learners Foster Youth Low Income	Social-emotional support for elementary students	\$31,360.00				\$31,360.00
4	5	English Learners Foster Youth Low Income	Middle school counseling program	\$298,379.00				\$298,379.00
4	6	All	District-wide support for student behaviors	\$13,000.00				\$13,000.00
4	7	English Learners Foster Youth Low Income	Promote student engagement and school connectedness	\$30,000.00				\$30,000.00
5	1	All	Provide clean and well-maintained school campuses	\$6,235,501.00	\$70,991.00	\$69,208.00		\$6,375,700.00
5	2	All	Fund and execute the District's Deferred Maintenance Plan	\$500,000.00				\$500,000.00
5	3	All	Provide and maintain the infrastructure to support instructional technology	\$52,000.00				\$52,000.00
5	4	All	Site safety resources, supplies and training	\$177,693.00				\$177,693.00
5	5	All	Execute the District's Facilities Master Plan					\$0.00

## Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
<b>Total:</b>	\$3,167,377.00	\$3,246,771.00
<b>LEA-wide Total:</b>	\$3,167,377.00	\$3,246,771.00
<b>Limited Total:</b>	\$0.00	\$0.00
<b>Schoolwide Total:</b>	\$0.00	\$0.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	9	Improve School Library Program	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$365,225.00	\$365,225.00
2	1	Provide coordinated services for English Learners at school sites	LEA-wide	English Learners	All Schools	\$303,756.00	\$383,150.00
2	3	Utilize common assessments to monitor progress of students in special populations	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$119,096.00	\$119,096.00
2	4	Provide intervention for students identified as performing below grade level	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$762,608.00	\$762,608.00
2	5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$510,000.00	\$510,000.00
2	6	Provide coordinated services for students identified as Gifted & Talented	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$60,000.00	\$60,000.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
3	1	Parent and volunteer training	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$10,000.00	\$10,000.00
3	3	Bi-lingual Community Liaison	LEA-wide	English Learners	All Schools	\$77,033.00	\$77,033.00
3	4	Outreach to parents of students from special populations	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,550.00	\$6,550.00
4	1	Develop leadership capacity needed to promote engagement and school connectedness	LEA-wide	English Learners Foster Youth Low Income		\$10,000.00	\$10,000.00
4	3	Health services and health education	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$583,370.00	\$583,370.00
4	4	Social-emotional support for elementary students	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$31,360.00	\$31,360.00
4	5	Middle school counseling program	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Fulton Middle School, Masuda Middle School, Talbert Middle School 6th-8th grade	\$298,379.00	\$298,379.00
4	7	Promote student engagement and school connectedness	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$30,000.00	\$30,000.00

**Annual Update Table Year 1 [2021-22]**

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures

Totals:	Planned Expenditure Total	Estimated Actual Total
Totals:		

# Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC 52064(b)(7)*).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Stakeholder Engagement

## Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (EC 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### ***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### ***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### ***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

### ***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations, Title 5 [5 CCR] Section 15496(b)* in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC Section 306*, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### **Purpose**

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### **Requirements and Instructions**

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

**Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## **For School Districts Only:**

### **Actions Provided on an LEA-Wide Basis:**

***Unduplicated Percentage > 55%:*** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

***Unduplicated Percentage < 55%:*** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

# 2021-22 LCFF Budget Overview for Parents Data Input Sheet

<b>Local Educational Agency (LEA) Name:</b>	Fountain Valley School District
<b>CDS Code:</b>	30664986027924
<b>LEA Contact Information:</b>	Name: Jerry Gargus, Ed.D. Position: Director, Educational Services Email: gargusj@fvsd.us Phone: 714-843-3286
<b>Coming School Year:</b>	2021-22
<b>Current School Year:</b>	2020-21

\*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

<b>Projected General Fund Revenue for the 2021-22 School Year</b>	<b>Amount</b>
<b>Total LCFF Funds</b>	\$56,627,590
<b>LCFF Supplemental &amp; Concentration Grants</b>	\$3,136,898
<b>All Other State Funds</b>	\$6,919,749
<b>All Local Funds</b>	\$5,857,028
<b>All federal funds</b>	\$3,367,293
<b>Total Projected Revenue</b>	\$72,771,660

<b>Total Budgeted Expenditures for the 2021-22 School Year</b>	<b>Amount</b>
<b>Total Budgeted General Fund Expenditures</b>	\$76,269,357
<b>Total Budgeted Expenditures in the LCAP</b>	\$64,954,112
<b>Total Budgeted Expenditures for High Needs Students in the LCAP</b>	\$4,170,795
<b>Expenditures not in the LCAP</b>	\$11,315,245

<b>Expenditures for High Needs Students in the 2020-21 School Year</b>	<b>Amount</b>
<b>Total Budgeted Expenditures for High Needs Students in the Learning Continuity Plan</b>	\$2,789,924
<b>Actual Expenditures for High Needs Students in Learning Continuity Plan</b>	\$2,683,338

<b>Funds for High Needs Students</b>	<b>Amount</b>
<b>2021-22 Difference in Projected Funds and Budgeted Expenditures</b>	\$1,033,897
<b>2020-21 Difference in Budgeted and Actual Expenditures</b>	\$-106,586

<b>Required Prompts(s)</b>	<b>Response(s)</b>
<b>Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).</b>	The General Fund Budget Expenditures not included in the LCAP primarily support normal non-instructional operating expenditures related to business services, personnel services, and other general operating expenses.
<b>The total actual expenditures for actions and services to increase or improve services for high needs students in 2020-21 is less than the total budgeted</b>	Impact to actions and services and the overall increased or improved services for high needs students was minimally impacted. The difference between budgeted and actual amounts was due to staffing challenges, specifically for intervention and other support staff.

**expenditures for those planned actions and services. Briefly describe how this difference impacted the actions and services and the overall increased or improved services for high needs students in 2020-21.**

# LCFF Budget Overview for Parents

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

CDS Code: 30664986027924

School Year: 2021-22

LEA contact information:

Jerry Gargus, Ed.D.

Director, Educational Services

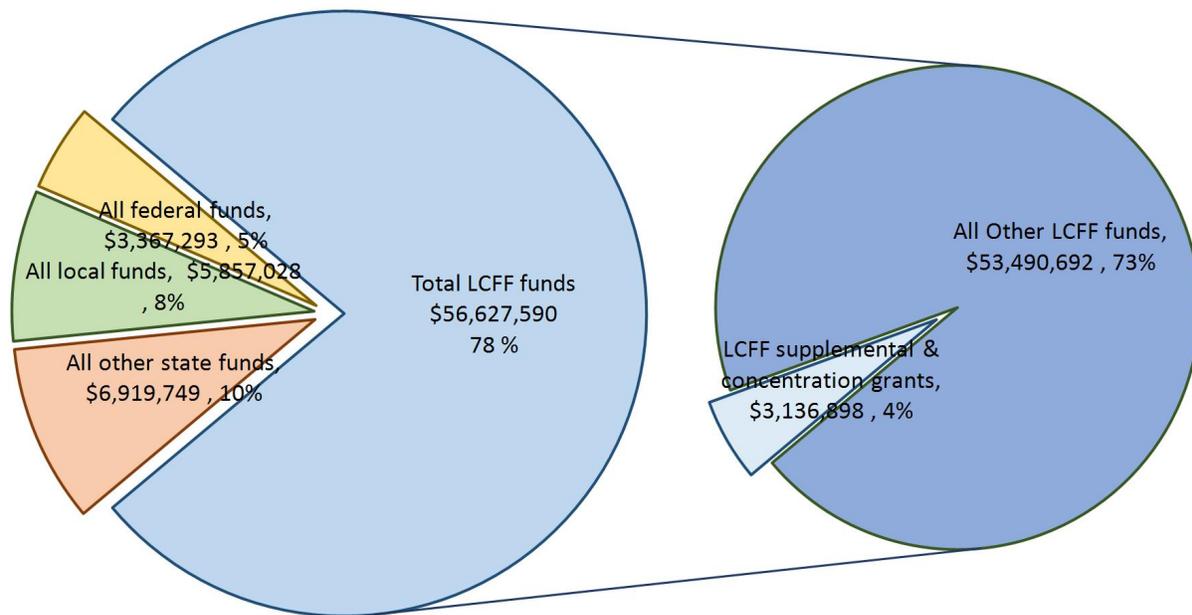
[gargusj@fvsd.us](mailto:gargusj@fvsd.us)

714-843-3286

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

## Budget Overview for the 2021-22 School Year

### Projected Revenue by Fund Source



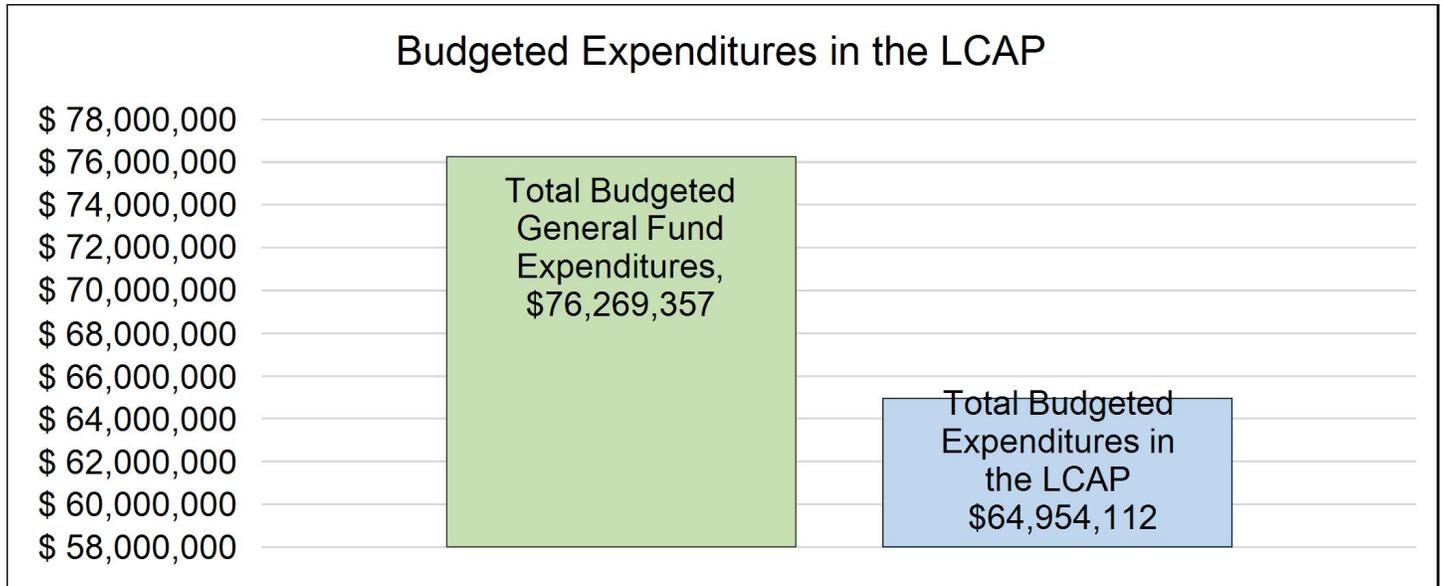
This chart shows the total general purpose revenue Fountain Valley School District expects to receive in the coming year from all sources.

The total revenue projected for Fountain Valley School District is \$72,771,660, of which \$56,627,590 is Local Control Funding Formula (LCFF), \$6,919,749 is other state funds, \$5,857,028 is local funds, and

\$3,367,293 is federal funds. Of the \$56,627,590 in LCFF Funds, \$3,136,898 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Fountain Valley School District plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.

Fountain Valley School District plans to spend \$76,269,357 for the 2021-22 school year. Of that amount, \$64,954,112 is tied to actions/services in the LCAP and \$11,315,245 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

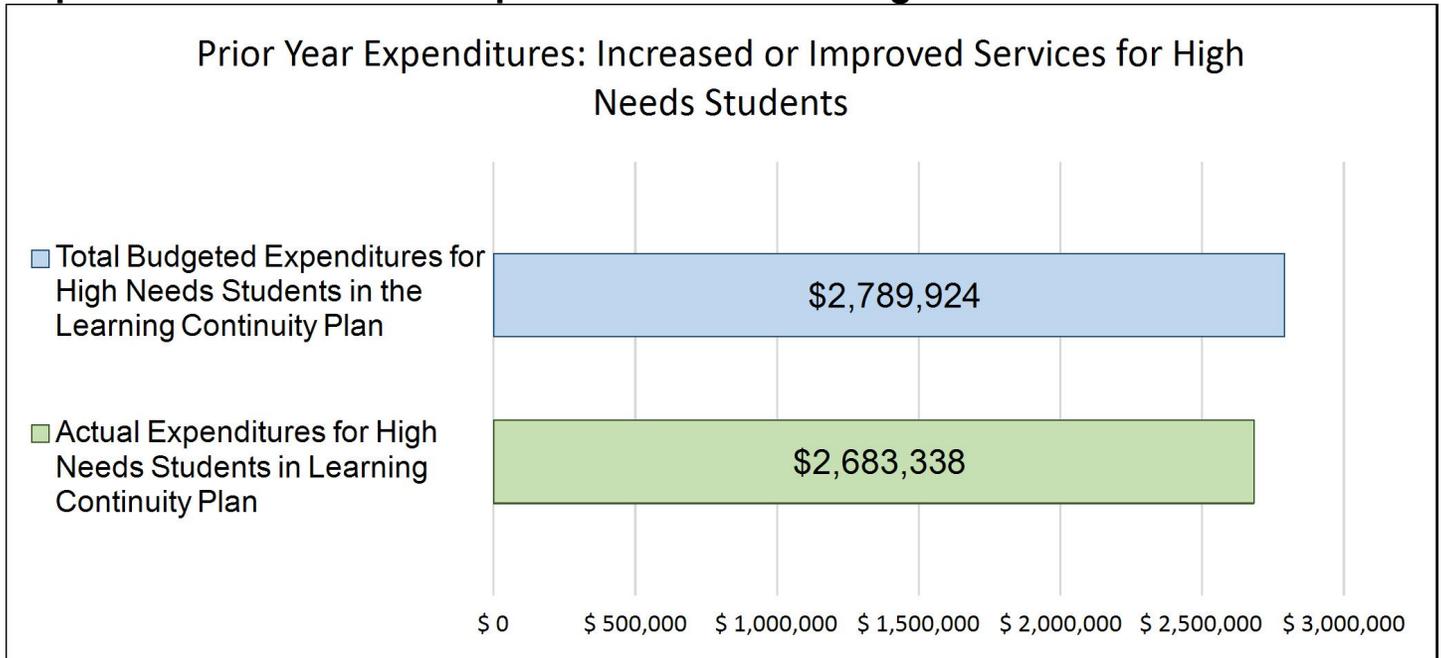
The General Fund Budget Expenditures not included in the LCAP primarily support normal non-instructional operating expenditures related to business services, personnel services, and other general operating expenses.

## Increased or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, Fountain Valley School District is projecting it will receive \$3,136,898 based on the enrollment of foster youth, English learner, and low-income students. Fountain Valley School District must describe how it intends to increase or improve services for high needs students in the LCAP. Fountain Valley School District plans to spend \$4,170,795 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2020-21



This chart compares what Fountain Valley School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Fountain Valley School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020-21, Fountain Valley School District's Learning Continuity Plan budgeted \$2,789,924 for planned actions to increase or improve services for high needs students. Fountain Valley School District actually spent \$2,683,338 for actions to increase or improve services for high needs students in 2020-21.

Impact to actions and services and the overall increased or improved services for high needs students was minimally impacted. The difference between budgeted and actual amounts was due to staffing challenges, specifically for intervention and other support staff.



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 2021-22 District Budget**  
DATE: June 14, 2021

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**Background:**

Education Code § 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for their district. Additionally, Education Code § 42127(d)(2) states that a budget shall not be adopted before an LCAP for the budget year is approved. Finally, the budget must be approved at a regularly scheduled Board meeting occurring on a date subsequent to that of the public hearing.

A public hearing for the budget was held on June 10, 2021 at the regularly scheduled meeting of the Board of Trustees. The budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner. The budget was developed in connection with the Local Control Accountability Plan.

All required reserves are maintained; all funds will end with a positive ending balance and the budget meets State standards and criteria.

Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated for any material changes. The budget is updated throughout the year and presented to the Board at first and second interim reporting periods.

**Recommendation:**

It is recommended that the Board of Trustees approve the budget for fiscal year 2021-22.



PLEASE NOTE:

A copy of the **2021-22 Budget**  
for the Fountain Valley School District  
is available for review through the District Office  
and will be available on our website  
subsequent to Board approval.

Please contact the Superintendent's office at 714.843.3255.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Ed.D., Director, Educational Services  
SUBJECT: **APPROVAL OF CA DASHBOARD LOCAL PERFORMANCE  
INDICATOR SELF-REFLECTION**  
DATE: June 15, 2021

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**Background:**

The California School Dashboard is an online tool that shows how local education agencies and schools are performing on the state and local indicators included in California's school accountability system. Beginning with the Fall 2017 CA Dashboard release, local education agencies were required to annually complete the self-reflection tools for the local indicators. California Senate Bill 98 established that the CDE shall not publish the CA Dashboard in December 2020 based on performance data on the state and local indicators.

In January 2020, the State Board of Education revised the performance standards for each local indicator to require school district to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Through the Local Indicator Self-Reflection Tool, FVSD demonstrated that District actions meet the targets for addressing the following LCFF Priority Areas:

- **LCFF Priority 1** – Appropriately assigning teachers, access to curriculum-aligned instructional materials, and safe, clean and functional school facilities
- **LCFF Priority 2** – Implementation of State Academic Standards
- **LCFF Priority 3** – Parent and Family Engagement
- **LCFF Priority 6** – School Climate
- **LCFF Priority 7** – Access to a Broad Course of Study

LCFF Priority Areas 4, 5, and 8 are reported on in the Local Control Accountability Plan, rather than the Local Performance Indicator Self-Reflection, and LCFF Priority Areas 9 and 10 apply only to County Offices of Education.

**Fiscal Impact:**

There is no fiscal impact involved in the approval process.

**Recommendation:**

It is recommended that the Board of Trustees approves the 2021 Local Performance Indicator Self-Reflection for the Fountain Valley School District.



## Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Fountain Valley School District	Jerry Gargus, Ed.D. Director, Educational Services	gargusj@fvsd.us 714-843-3286

### Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Below are the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

### Performance Standards

The performance standards for the local performance indicators are:

#### **Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)**

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

## **Implementation of State Academic Standards (LCFF Priority 2)**

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

## **Parent and Family Engagement (LCFF Priority 3)**

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

## **School Climate (LCFF Priority 6)**

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

## **Access to a Broad Course of Study (LCFF Priority 7)**

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

## **Coordination of Services for Expelled Students-County Office of Education (COE) Only (LCFF Priority 9)**

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

## **Coordination of Services for Foster Youth-COE Only (LCFF Priority 10)**

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

# Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

## Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0
Total Teacher Misassignments	0	0
Vacant Teacher Positions	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

## Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

### OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA)-Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics-Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language



**OPTION 2: Reflection Tool**

**Recently Adopted Academic Standards and/or Curriculum Frameworks**

**1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science					5

**2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5

Academic Standards	1	2	3	4	5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards					5
History-Social Science					5

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

**Recently Adopted Academic Standards and/or Curriculum Frameworks**

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education			3		
Health Education Content Standards				4	
Physical Education Model Content Standards					5
Visual and Performing Arts					5
World Language			3		

## Support for Teachers and Administrators

### 5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers					5
Providing support for teachers on the standards they have not yet mastered					5

### Optional Narrative (Limited to 1,500 characters)

#### 6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Fountain Valley School District monitors the implementation of Academic Standards in a variety of ways. FVSD administrators and teachers engage in rigorous data analysis from various forms of summative and formative assessments for reading and math throughout the school year, and use the data to drive decisions about how best to support students. In addition, Teachers on Special Assignment and content area experts within the education community provide ongoing support for teachers. The California Standards serve as the backbone for all professional growth activities. The high achievement of students on CAASPP assessments, prior to the COVID-19 pandemic, provide evidence of the strength of the District's academic program.

## Parent and Family Engagement (LCFF Priority 3)

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below -

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including

families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
  - 1 - Exploration and Research Phase
  - 2 - Beginning Development
  - 3 - Initial Implementation
  - 4 - Full Implementation
  - 5 - Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

**Building Relationships**

- Rating Scale (lowest to highest) -
- 1 - Exploration and Research Phase
  - 2 - Beginning Development
  - 3 - Initial Implementation
  - 4 - Full Implementation
  - 5 - Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.					5
2. Rate the LEA's progress in creating welcoming environments for all families in the community.					5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.					5
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.					5

**Dashboard Narrative Box (Limited to 3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Fountain Valley School District is deeply committed to building strong relationships with the community. Evidence abounds that demonstrates the concerted effort on the part of FVSD to build dynamic, two-way communication with stakeholders. Each year, as part of the Local Control Accountability Plan development/update process, FVSD conducts a community survey of staff and parents to gather input. FVSD received nearly 1,150 responses to the survey distributed to parents as part of the 2021-22 LCAP development process. In addition, the District's LCAP Leadership Committee, consisting of over 30 stakeholders from the community, met three times between January and June of 2021, and various parent involvement groups from across the District participated in the LCAP development process including DELAC, DAC, School Site Councils, and the Superintendent's Parent Council.

At the school site level, building relationships with the school community presented unique challenges during the 2020-21 school year due to the COVID-19 pandemic; however, through the concerted efforts of site administrators

and teachers, parent engagement continues to be an area of strength. All schools in FVSD have Parent-Teacher Groups that are highly-involved in supporting student achievement and creating welcoming environments for all families in the community. In addition, principals and teachers pride themselves in constructing positive relationships with parents and building bridges to connect with parents of English learners, students with special needs, and low-income families.

### Building Partnerships for Student Outcomes

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.				4	
2. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.					5
3. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					5
4. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.					5

### Dashboard Narrative Box (Limited to 3,000 characters)

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

FVSD continues to leverage the support of our Bi-lingual Testing Technician that helps to welcome and inform new immigrant families as part of the Initial ELPAC assessment process, our Bi-lingual Translator who translated over 400 documents for our district during the 2020-21 school year, and our team of Bi-lingual Aides that provide direct support for "emerging level" English learners in the classroom during the school day. All of these team members are made available to support the formal parent conference meetings during the fall and spring, and translation support is provided for initial or annual IEP meetings for families of students with special needs throughout the school year. Emerging from the unique circumstances of the 2020-21 school year, reconnecting and reengaging families of English learners, low-income students, and students with special needs will be an area of focus.

### Seeking Input for Decision Making

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				4	
2. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				4	
3. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.					5
4. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				4	

**Dashboard Narrative Box (Limited to 3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Although the 2020-21 school year presented unique challenges to engaging with parents due to the compromised ability of schools to conduct in-person meetings with parents, FVSD continued to make great strides in engaging traditionally underrepresented families. School sites continued to host meeting with advisory groups, including ELAC and School Site Council, and were also able to identify parent representatives for district level committees such as DELAC and the LCAP Leadership Team. The District also adopted ParentSquare as a new communication platform that enabled district staff, site administrators, and classroom teachers to meaningfully engage in ongoing communication over the course of the school year. Input gathered from parents through multiple outreach efforts provided the District with valuable insight into the experiences of students and families, as all stakeholders navigated the unique circumstances of the school year. FVSD will continue to focus on improving outreach to parents from traditionally underrepresented groups, leveraging technology-based communication systems and looks forward to reengaging with parent through in-person activities that promote positive school climates.

**School Climate (LCFF Priority 6)**

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Fountain Valley School District is committed to providing a safe, supportive, and nurturing environment that promotes engagement of parents and students, as well as school connectedness. Due to the COVID-19 pandemic, FVSD was unable to administer the CA Healthy Kids Survey during the 2019-20 school year as planned; however, the survey

was administered with 5th and 7th grade students during the 1st Trimester of the 2020-21 school year. The District received results from the California Healthy Kids Survey in early-January 2021 and shared those results with school administrators during professional development activities. The survey enabled school administrators, teachers, and student leadership groups to analyze data in order to improve school climate.

Results from the 2020-21 CA Healthy Kids Survey validated feedback received from students through internal surveys administered with students to gather feedback about the Hybrid and Virtual learning programs. On the 2020-21 CA Healthy Kids Survey, 87% of 5th grade students and 76% of 7th grade students reported that they “feel safe at school.” Complementing this data, 99% of 5th grade students and 81% of 7th grade students reported that there “is a teacher or some other adult from school who always wants them to do their best.” Finally, 82% of 5th grade students and 57% of 7th grade students reported that they “feel part of the school.” In light of the unique circumstances of the 2020-21 school year, the results of the CA Healthy Kids Survey remain positive, and indicate that in spite of reduced interactions with classmates and teachers, FVSD students continue to experience academic and social-emotional success.

Improving school climates will continue to be an area of focus across Fountain Valley School District. Throughout the 2021-22 school year, the district leadership team will be working closely with principals, school counselors, and school staff to improve school climates on each campus. Professional learning opportunities throughout the school year will include formative data related to attendance and suspension, and schools will be sharing practices that they identify through the school leadership team process for improving social-emotional outcomes for students.

## **Access to a Broad Course of Study (LCFF Priority 7)**

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)
2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

Fountain Valley School District is committed to ensuring that all students have access to a broad course of study that is appropriate to their grade span. This commitment to access includes mandatory participation in the core instructional areas of English-Language Arts, Math, Science, History/Social Studies, and Physical Education. In addition, FVSD is committed to providing students with a broad course of study that includes student choice options for participation in Visual and Performing Arts, Foreign Languages, Applied Arts, and Career Technical Education at the middle school levels.

In grades TK-5, FVSD utilizes the following measures to define a broad course of study: access to Board-approved instructional materials, daily instruction in all four core content areas (ELA, Math, Science, and History/Social Studies), English Language Development for students identified as English learners, physical education instruction meeting or exceeding the state-required instructional minutes, access to intervention support during the school day, arts-related instruction, and STEM-related instruction. In grades 6-8, FVSD utilizes the following measures to define a broad course of study: access to Board-approved instructional materials, daily instruction in all four core content areas (ELA, Math, Science, and History/Social Studies), English Language Development for students identified as English learners, physical education instruction meeting or exceeding the state-required instructional minutes, access to intervention support during the school day, arts-related instruction, and STEM-related instruction. To ensure equity and access, FVSD staff engage in analysis of middle school master schedules to review the number of students enrolled in each section and the demographics of those students. Students are provided with the opportunity to provide input regarding their schedules and identify electives that are of high interest. The ongoing analysis of these tools help inform FVSD as to the ongoing progress being made to ensure equitable access to programming that drives high levels of achievement for all students.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

FVSD provides a broad course of study for 100% of students in grades TK-5, as all students have access to Board-approved instructional materials for English-Language Arts, Math, Science, History/Social Studies, and English Language Development for students identified as English learners. FVSD's cadre of certificated, itinerant elementary music teachers provide 100% of students with access to music instruction, while classroom teachers also ensured that students engaged in ongoing visual-arts related instruction that is connected to standards-based content area instruction. In spite of the unique circumstances associated with the COVID-19 pandemic, FVSD continued to focus on providing early reading intervention programs for students in the primary grades (K-2).

For students in grades 6-8, analysis of master schedules for FVSD's three middle schools showed that 100% of students have access to Board-approved instructional materials for English-Language Arts, Math, Science, History/Social Studies, and English Language Development for students identified as English learners. In addition, 100% of students were enrolled in physical education courses. Review of middle school master schedules showed that students at Masuda Middle School and Fulton Middle School had access to foreign language classes. Across all three middle school campuses, 100% of students had access to courses that encompass performing arts, visual and applied arts, leadership, academic intervention electives, and STEM/Career Technical Education courses.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Although the analysis of the results demonstrated convincingly that students in FVSD encountered very few barriers to accessing a broad course of study in FVSD, the District is committed to constantly pursuing avenues for increasing opportunities for students that improve instruction in existing areas through the professional development of teachers. The COVID-19 pandemic, and associated programmatic adjustments required for schools to operate safely, did impact the District's ability to provide the full continuum of middle school elective options that would be available to students in a typical year. This was particularly true for students participating in the District's FVSDConnected Virtual Program. FVSD is also committed to expanding opportunities for content that students encounter during their TK-8 experience in the school district and connect them with opportunities they will encounter upon matriculation to high school, college/university, and the workforce. At the elementary level, FVSD continues to expand intervention supports for students and align intervention so that it does not interrupt core instruction in the areas of English- Language Arts and/or mathematics. FVSD continues to provide resources to address needs related to materials that support the ongoing expansion of robotics programs, and provide resources for instrumental music programs across the District.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

Fountain Valley School District is committed to mitigating any barriers students might encounter in gaining access to a broad course of study, and to expanding broad course of study accessibility for all students. In order to accomplish this, FVSD engages in an ongoing process of reflecting on current practices, identifying opportunities to improve, seeking out research-based practices to address any barrier(s), reaching out to stakeholders to gather input related to the broad course of study offered in FVSD, and implementing solutions that improve student achievement. At the elementary level, our part-time reading intervention teachers work in partnership with classroom teachers, principals, and the District's TOSAs to build intervention schedules. For the 2021-22 school year, FVSD is expanding the reach of intervention supports to provide additional staffing that will be dedicated to supporting intervention across the elementary grade levels. At the middle school level, FVSD will continue to pursue opportunities to extend learning beyond the confines of the traditional school day by offering "zero-period" sections. For the 2021-22 school year, FVSD will reengage students in elective options that were limited due to the COVID-19 pandemic and expand opportunities in the performing and visual arts. Finally, FVSD continues to dedicate resources through the LCAP to procure instructional materials to support the expansion of robotics programs at both the elementary and middle school levels. Through continued analysis of a variety of metrics, FVSD will reflect on and refine practices to ensure students benefit from rich learning opportunities across a broad course of study.

## Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

**Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]				
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan					

Coordinating Instruction	1	2	3	4	5
with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

### Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					

Coordinating Services	1	2	3	4	5
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					

Coordinating Services	1	2	3	4	5
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

**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\\_YQ8dPQxMShSdnWAjINuinQ](https://us02web.zoom.us/webinar/register/WN_YQ8dPQxMShSdnWAjINuinQ)

**June 10, 2021**

**MINUTES**

President Crandall called the regular meeting of the Board of Trustees to order at 6:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Boy Scout Troop 412 led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE

**SPECIAL PRESENTATIONS**

The Board of Trustees joined staff and the community to celebrate Masuda Teacher, Amy Jara, honored this evening as Fountain Valley School District's Teacher of the Year 2021.

CELEBRATION OF  
FOUNTAIN VALLEY  
SCHOOL DISTRICT  
TEACHER OF THE  
YEAR AMY JARA  
CELEBRATION OF  
FVSD TEACHERS  
COMPLETING TWO-  
YEAR INDUCTION  
PROGRAM

It is an interest of the Board of Trustees to recognize dedication to the teaching profession and our students and therefore, the Board wishes to recognize the following five teachers who have completed the Fountain Valley School District's rigorous two-year Induction Program and are now eligible to receive their clear teaching credential: Kaitlyn Orzewski, Kelly Todd, Morgan Mowrey, Nicole Golf and Debra Piggee. The District recognizes

their commitment and hard work as well as that of their mentors, Leo Brignardello, Alyssa Brignardello, Staci Flores, Kayla Marley, Kara Thomas-Shepard, Katie Mullen, Jessica Craig, Randi Hubbard, Kristi Manthorne, Lauren Voss and Kathy Lewis, who supported them while they completed the program. The Board was joined by staff and the community in celebrating these educators.

Follow this, the Board took a brief recess.

The Board of Trustees was pleased to join our staff and community in celebrating our three retiring certificated staff: Lorri Walton, Kim Knotts and Nancy Raymond, and their lasting impact and dedication to the students, staff and families of the Fountain Valley School District.

RECOGNITION OF  
CERTIFICATED  
RETIREES LORRI  
WALTON, KIM  
KNOTTS AND NANCY  
RAYMOND

Following this, the Board took a brief recess.

The Board of Trustees was pleased to join our staff and community in celebrating District Nurse Melanni Evans as she was recently honored by the Orange County School Nurse Organization as 2021 School Nurse of the Year.

CELEBRATION OF  
ORANGE COUNTY  
SCHOOL NURSE  
ORGANIZATION  
SCHOOL NURSE OF  
THE YEAR MELANNI  
EVANS

Following this, the Board took a brief recess.

**STAFF REPORTS AND PRESENTATIONS**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. Mrs. Fullerton began by sharing a review of the District’s Mission Statement. Following this, she shared an overview of the State economy, including taxes, the labor market, personal income and housing. She noted that the May Revise reflects optimism surrounding the State’s economic outlook. In addition, she reviewed the Governor’s May Revise, noting the difference from this time last year, the recovery of the State’s General Fund and the \$100 billion California Comeback Plan. She shared as well the Governor’s other major proposals including additional one-time grants, Universal Transitional Kindergarten and increasing the LCFF concentration grant from 50% to 65% of the base grant. Mrs. Fullerton noted the items not included in the proposals including: complete payoff of deferrals, additional relief for school employer CalSTRS/CalPERS rate

BUDGET UPDATE  
(ORAL AND  
WRITTEN)

increases, relief for increased unemployment insurance rate costs and extension of Average Daily Attendance Hold Harmless Provision. Mrs. Fullerton also shared State Legislature budget updates. Following this, Mr. Guerra shared FVSD's budget and multi-year projections. He reviewed the District's budget at May Revise versus the Governor's budget. He noted ADA uncertainty and its impact on the District's budget. Mr. Guerra reviewed COVID one-time funding for the District for 2020-21 and 2021-22. Moreover, Mr. Guerra shared a review of General Fund revenues and expenditures and shared a summary of the District's General Fund. Mr. Guerra also shared multi-year projections and the assumptions tied to these projections. Following this, Mrs. Fullerton shared considerations on the horizon, including the possibility of enrollment decline, the expiration of CalSTRS and CalPERS buy-downs, a full return to "normal" in the fall and sustaining fiscal resiliency with a reserve cap. In closing, Mrs. Fullerton shared next steps with the Board including adoption of the 2021-22 Budget at the June 24<sup>th</sup> meeting, 2020-21 Unaudited Actuals in September and First Interim Revisions at the December 9<sup>th</sup> meeting.

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Schultz noted how wonderful it was to have guests back in person in the Board Room. She welcomed the opportunity to celebrate everyone this evening with a live audience. She noted as well looking forward to what is going to happen with guidance regarding masks, etc. as we are all looking forward to more normalcy coming back.

Mr. Cunneen's activities since the last meeting included: Induction Colloquium, noting the wonderful opportunity this was to hear from our Year 1 and Year 2 induction candidates, Fountain Valley community meeting regarding coyotes, visit to Fulton Middle School and final performance of Dance Makers Incorporated, noting the great number of FVSD students past and present participating.

Mrs. Galindo's activities since the last meeting including: FVSF meeting and their donor appreciation event and a tour of Newland School. She again congratulated our Induction honorees and our retiring educators honored this evening.

Mr. Schultz commended Mrs. Abdel and Dr. Johnson for their wonderful comments about our educators this evening. His activities since our last meeting included: tours of our three middle

schools, presentation by our Tamura Techno Tigers on their robotics program, Dr. Bruce Perry seminar regarding trauma and brain development, noting the importance for a child in feeling connected to one adult, and the FVSF donor appreciation event. He commended Amelia Terich and her students for their letters to our soldiers, noting that they recently received responses back.

Mrs. Crandall thanked Mrs. Lucchese for her zoom efforts. Her activities since the last meeting included: Capitol Advisor webinar, tours of nine of our ten campuses with a visit to Talbert scheduled next week, FVSF meeting and their donor appreciation event, Induction Colloquium, and the Classified Employee celebration event. She thanked her fellow trustees for their service this month.

**PUBLIC HEARINGS**

A public hearing shall be held for the purpose of discussing the Fountain Valley School District’s Local Control Accountability Plan for the year ending June 30, 2022. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

2021-2022 LOCAL CONTROL ACCOUNTABILITY PLAN

A public hearing shall be held for the purpose of discussing the proposed 2021-22 final budget prior to approval by the Board of Trustees. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

PUBLIC HEARING FOR 2021-22 BUDGET

**PUBLIC COMMENTS**

There was one request to address the Board of Trustees. A certificated employee addressed the Board regarding prep periods.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

Motion: Mr. Schultz moved to approve the Declaration of Need.

DECLARATION OF NEED

Second: Mr. Cunneen

Vote: 5-0

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

CONSENT CALENDAR

Second: Mrs. Galindo

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from March 13<sup>th</sup> special meeting
- Board Meeting Minutes from May 20<sup>th</sup> special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Review of Investment Policy
- Approve the Agreement for Professional Services with Tao Rossini
- Approval to Enter into A Contract with Follett to Purchase Follett Destiny Resource Manager
- Resolution 2021-20: Approval of Local Agreement for Child Development Services Contract Number Cspp-1344 And Authorizing Signature
- Award Bid #21-04 Modular Buildings-Sitework Only (Talbert Middle School)
- Award Bid #21-09 Asphalt Paving – Various Sites
- Non-Public Agency Contracts
- Non-Public Agency Contracts

Non-public school/agency	100% contract cost	Effective dates
Hiddleson Listening, Language and Speech Center	\$2,250	7/1/20-6/30/21

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

Dr. Johnson Thanked Mrs. Abdel for her celebration of our Classified employees earlier this month, in addition to her celebration of our employees this evening. He thanked Mrs. Arjian for her efforts as well. He congratulated our Induction candidates and thanked our mentors celebrated this evening. In addition, he commended Mr. Guerra and Mrs. Fullerton for their presentation this evening, thanking them for the clarity they provide. He noted walking Talbert and Gisler, sharing the progress at both sites as these projects come to a close, and the progress at Oka and Newland as these projects begin. He thanked our teachers for their patience as they go through construction. He noted the upcoming June 14<sup>th</sup> Track Meet, thanking Mr. Hastie and his team for preparing Fulton for this event. In addition, he noted the abundance of information available in the media as we anticipate updated guidance for school districts. In the meantime, he expressed his heartfelt thanks to our teachers and staff for all that they continue to do for our students.

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

## ADJOURNMENT

**Motion:** Mrs. Crandall moved to adjourn the meeting at 11:10PM.

**Second:** Mr. 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

**June 12, 2021**

**MINUTES**

President Crandall called the special meeting of the Board of Trustees to order at 10:05AM.

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:** Mr. Cunneen moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

Mrs. Crandall led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE

**PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

**BOARD WORKSHOPS**

The Governance Team participated in a workshop to discuss practices, protocols, priorities and Governance Team effectiveness

GOVERNANCE  
WORKSHOP

**ADJOURNMENT**

**Motion:** Mr. Cunneen moved to adjourn the meeting at 11:51AM.

Second: Mrs. Schultz

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
June 24, 2021**

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE EXTENDED SCHOOL YEAR PROGRAM AT PLAVAN SCHOOL FROM TUESDAY, JUNE 29, 2021 TO THURSDAY, JULY 29, 2021/ 4.5 HRS A DAY.

1.1.1	McCann, Jenny	Summer School Principal	CEA/15/F (10 Days)
1.1.2	Carter, Robin	Speech & Language	CESP/III/15
1.1.3	Margala, Michal	Speech & Language	CESP/III/03-III/04
1.1.4	Summerhays, Jill	Adapted PE	CE/III/21
1.1.5	Kim, Melissa	Pre-School	CE/III/12
1.1.6	Liccardo, Dana	TK-K Grades/MS	CE/III/24
1.1.7	Craig, Jessica	TK-1 Grades/MM	CE/III/10-III/11
1.1.8	Dickson, Angelique	1 <sup>st</sup> -3 <sup>rd</sup> Grades/MS	CE/II/04-II/05
1.1.9	Donnelly, Jody	2 <sup>nd</sup> -6 <sup>th</sup> Grades/MM	CE/III/06-III/07
1.1.10	Thomas-Shepard, Kara	4 <sup>th</sup> 6 <sup>th</sup> Grades/MS	CE/III/15

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE SUMMER ACADEMIC INTERVENTION PROGRAM AT COURREGES SCHOOL FROM TUESDAY, JULY 5, 2021 TO THURSDAY, AUGUST 5, 2021 4.5 HRS A DAY.

<u>EMPLOYEE</u>			
1.2.1	Kuykendall, Molly	Summer School Principal	CEA/15/F+ \$750.00 Stipend
1.2.2	Cowper, Katie	Kindergarten	CE/I/04
1.2.3	Epling, Lara	Kindergarten	CE/III/24
1.2.4	Mishler, Heather	1 <sup>st</sup> Grade	CE/I/02
1.2.5	Lopez, Celina	1 <sup>st</sup> Grade	S2/01
1.2.6	Ross, Karen	2 <sup>nd</sup> Grade	S2/01
1.2.7	Molby, Deanna	2 <sup>nd</sup> Grade	S2/01
1.2.8	Carrasco, Christine,	3 <sup>rd</sup> Grade	CE/III/15
1.2.9	Huelle, Deborah	3 <sup>rd</sup> Grade	CE/I/04
1.2.10	Pham, Mai	4 <sup>th</sup> Grade	CE/II/04
1.2.11	Kosai, Mariss	4 <sup>th</sup> Grade	S2/01
1.2.12	Kubota, Todd	5 <sup>th</sup> Grade	CE/III/24
1.2.13	Naughton, Kathleen	5 <sup>th</sup> Grade	CE/III/21
1.2.14	Negro, Carrie	6 <sup>th</sup> Grade/ELA	CE/III/15

1.2.15 Gharios, Malia

6<sup>th</sup> Grade/Math

CE/III/21

1.2.16 James, Brooke

7<sup>th</sup> Grade/ELA

CE/III/24

1.2.17 Woo, Linda

7<sup>th</sup> Grade/Math

CE/III/24

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
June 24, 2021**

**2.0 EMPLOYMENT FUNCTIONS**

**2.1 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEES TO WORK AS RECREATION COORDINATORS FOR THE 2021 SUMMER CAMP PROGRAM:**

	<b>EMPLOYEE</b>	<b>LOCATION</b>	<b>TERM</b>
2.1.1	Ramirez, Jana	Plavan	June 28-August 20, 2021
2.1.2	Silva, Catherine	Plavan	June 28-August 20, 2021

**2.2 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEES TO WORK AS RECREATION LEADERS FOR THE 2021 SUMMER CAMP PROGRAM:**

	<b>EMPLOYEE</b>	<b>TERM</b>
2.2.1	Diaz, Brooke	June 28-August 20, 2021
2.2.2	Tamayo, Ana	June 28-August 20, 2021
2.2.3	Lee, Cameron	June 28-August 20, 2021
2.2.4	Dang, Jolynna	June 28-August 20, 2021
2.2.5	Pham, Ngoc	June 28-August 20, 2021
2.2.6	Dang, Michelle	June 28-August 20, 2021
2.2.7	Alonzo, Alejandra	June 28-August 20, 2021
2.2.8	Gutierrez, Crystal	June 28-August 20, 2021
2.2.9	Laursen, Weston	June 28-August 20, 2021
2.2.10	Mager, Kelly	June 28-August 20, 2021
2.2.11	Matsumoto, Julia	June 28-August 20, 2021
2.2.12	Sy, Kristel	June 28-August 20, 2021
2.2.13	Silva, Catherine	June 28-August 20, 2021
2.2.14	Alexanians, Monica	June 28-August 20, 2021
2.3.15	Geertson, Danna	June 28-August 20, 2021
2.3.16	Mauzey, Nicole	June 28-August 20, 2021
2.3.17	Krause Sinuelea	June 28-August 20, 2021
2.3.18	McCobb, Rylie	June 28-August 20, 2021
2.3.19	Dang, Tiffany	June 28-August 20, 2021
2.3.20	Reyes, Jacqueline	June 28-August 20, 2021
2.3.21	Ortega Lopez, Lendi	June 28-August 20, 2021
2.3.22	Kale, Kendra	June 28-August 20, 2021
2.3.23	Burza, Amber	June 28-August 20, 2021

- 2.3.24 Le, Linh June 28-August 20, 2021
- 2.3.25 Silva, Keziah June 28-August 20, 2021
- 2.3.26 De La Cruz, Melanie June 28-August 20, 2021

2.3 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEE TO WORK AS FOOD SERVICE WORKER FOR THE 2021 SUMMER CAMP PROGRAM:

- 2.3.1 Ramirez, Claudia June 28-August 20, 2021

2.4 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEE TO WORK AS CUSTODIAN FOR THE 2021 SUMMER CAMP PROGRAM

- 2.4.1 Sanden, Robert June 28-August 20, 2021

2.5 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING EMPLOYEES TO WORK AS BUS DRIVERS FOR THE 2021 EXTENDED SCHOOL YEAR PROGRAM:

- 2.5.1 Reyes, Annie June 29-July 29, 2021
- 2.5.2 Rivas, Sergio June 29-July 29, 2021
- 2.5.3 Infantino, Anthony June 29-August 12, 2021
- 2.5.4 Davis, Linda June 29-July 29, 2021
- 2.5.5 Guerrero, Stephanie June 29-July 29, 2021
- 2.5.6 Gonzalez, Ramiro June 29-July 29, 2021

2.6 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEES TO WORK AS BUS AIDES SPECIAL-EDUCATION FOR THE 2021 EXTENDED SCHOOL YEAR PROGRAM:

- 2.6.1 Menez, Susan June 29-July 29, 2021
- 2.6.2 Rivas, Yvette June 29-July 29, 2021

2.7 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEES TO WORK FOR THE 2021 ACADEMIC INTERVENTION PROGRAM:

- 2.7.1 Stinsman, Kristy July 6-August 5, 2021 Courreges
- 2.7.2 Grijalva, Sabrina July 6-August 5, 2021 Courreges
- 2.7.3 Dang, Rosemaria July 6-August 5, 2021 Courreges
- 2.7.4 Crooks, Sharon July 6-August 5, 2021 Courreges
- 2.7.5 Flavia, Heather July 6-August 5, 2021 Courreges
- 2.7.6 Phan, Quynh July 6-August 5, 2021 Courreges
- 2.7.7 Barragan, Alicia July 6-August 5, 2021 Courreges
- 2.7.8 Doan, Lan July 6-August 5, 2021 Courreges
- 2.7.9 Muniz, Julissa July 6-August 5, 2021 Courreges
- 2.7.10 Harris, Cathy July 6-August 5, 2021 Courreges

2.7.11	Nguyen, Allie	July 6-August 5, 2021	Courreges
2.7.12	Segura, Jetzebel	July 6-August 5, 2021	Courreges
2.7.13	Carter, Neil	July 6-August 5, 2021	Courreges
2.7.14	Naber, Hanan	July 6-August 5, 2021	Courreges
2.7.15	Willis, Romy	July 6-August 5, 2021	Courreges
2.7.16	Martinez, Alba	July 6-August 5, 2021	Courreges
2.7.17	Hile, Grace	July 6-August 5, 2021	Courreges
2.7.18	Puebla, Edwin	July 6-July 9, 2021	Courreges

2.8 ASSISTANT SUPERINTENDANT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEES TO WORK THE 2021 EXTENDED SCHOOL YEAR PROGRAM:

2.8.1	Freeman, Sharai	June 29-July 29, 2021	Plavan
2.8.2	Kimmons, Melissa	June 29-July 29, 2021	Plavan
2.8.3	Nasab, Erica	June 29-July 29, 2021	Plavan
2.8.4	Texeira, Danielle	June 29-July 29, 2021	Plavan
2.8.5	Castro, Catherine	June 29-July 29, 2021	Plavan
2.8.6	DiCorpo, Louise	June 29-July 29, 2021	Plavan
2.8.7	Nasab, Betty	June 29-July 29, 2021	Plavan
2.8.8	Westfall, Jennifer	June 29-July 29, 2021	Plavan
2.8.9	Howard, Jana	June 29-July 29, 2021	Plavan
2.8.10	Plemons, Lori	June 29-July 29, 2021	Plavan
2.8.11	Wagoner, Cindi	June 29-July 29, 2021	Plavan
2.8.12	Dayan, Pamela	June 29-July 29, 2021	Plavan
2.8.13	Carrigan, Lynda	June 29-July 29, 2021	Plavan
2.8.14	Schimkus, Rose	June 29-July 29, 2021	Plavan
2.8.15	You, Rathana	June 29-July 29, 2021	Plavan
2.8.16	Musacchio, Kathy	June 29-July 29, 2021	Plavan
2.8.17	Valdez, Taylor	June 29-July 29, 2021	Plavan
2.8.18	Garrison, Rachel	June 29-July 29, 2021	Plavan
2.8.19	Nguyen, Kelly	June 29-July 29, 2021	Plavan
2.8.20	Ocheltree, Sherri	June 29-July 29, 2021	Plavan
2.8.21	Goutier, Renate	June 29-July 29, 2021	Plavan
2.8.22	Cowper, Matthew	June 29-July 29, 2021	Plavan
2.8.23	Nadal, Jenna	June 29-July 29, 2021	Plavan
2.8.24	Burbage, Heather	June 29-July 29, 2021	Plavan
2.8.25	Ford, Kelly	June 29-July 29, 2021	Plavan
2.8.26	Curoso, Sheree	June 29-July 29, 2021	Plavan

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

June 24, 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	PARKER, Robin (Talbert)	PAL	\$1,000 stipend	012679962-1115	2020/2021 school year
	NGUYEN, Kim (Masuda)	Advisor			

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: 6/24/2021**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
TALBERT			
	The Blackbaud Giving Fund	\$30.00	Principal's Discretion

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING JUNE 24, 2021**

To: Christine Fullerton  
From: Thuong Nguyen  
Subject: Warrant Listing and ACH Payments  
Warrant Numbers: 91548 - 91703  
Dates: 6/3/2021 - 6/11/2021

Fund 01	General Fund	211,561.45
Fund 12	Child Development	2,786.83
Fund 13	Cafeteria	111,911.88
Fund 14	Deferred Maintenance	-
Fund 21	GOB 2016 Election	-
Fund 22	GOB 2016 Election	23,142.00
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	104,308.38
Fund 68	Worker Comp	80,670.12
Fund 69	Insurance	49,115.96
<b>TOTAL</b>		<b>\$ 583,496.62</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4341	TIME AND ALARM SYSTEMS INC.	162.81	162.81	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4342	UNITED PARCEL SERVICE	24.00	24.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4372	INDUSTRIAL METAL SUPPLY	255.43	255.43	012869390 4345	Maintenance / Maintenance Supplies
P20M4373	REFRIGERATION CONTROL COMPANY	3,400.66	3,400.66	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4374	REFRIGERATION CONTROL COMPANY	526.35	526.35	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4375	CAL BUILDING SYSTEMS INC	1,100.00	1,100.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4401	CAL BUILDING SYSTEMS INC	970.00	970.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4402	CAL BUILDING SYSTEMS INC	1,112.00	1,112.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4403	INTERLINE BRANDS INC	148.77	148.77	010238989 4349	CARESLLM-Prop 98 Custodial / Transportation Supplies (only
P20M4404	TIME AND ALARM SYSTEMS INC.	2,383.98	1,191.99	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,191.99	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
P20M4406	CRANDALL'S PLUMBING INC.	150.00	150.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4407	CRANDALL'S PLUMBING INC.	750.00	750.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
P20M4408	UNITED RENTALS	15.23	15.23	012869390 5560	Maintenance / Fuel
P20M4409	ECOTEK CONSULTING INC.	2,500.00	2,500.00	012869390 6223	Maintenance / Tests & Exam Bldgs Improvement
P20R1125	APPLE AWARDS	246.40	246.40	016359380 5828	Staff Recognition Program / Staff Recognition
P20R1137	AMY NEHRIG	775.00	775.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
P20R1138	SAMS CLUB	108.75	108.75	012719380 5899	Business Department / Other Operating Expenses
P20R1139	RW SMITH & CO	15,858.54	3,468.65	010238381 4410	CARESLLM-Prop 98 Food Service / Fixed Assets \$500-\$5000
P20R1140	ORANGE COUNTY TREASURER	3,452.12	3,452.12	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
P20R1141	ORANGE COUNTY TREASURER	863.12	863.12	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
P20R1142	ORANGE COUNTY TREASURER	1,568.47	1,568.47	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
P20R1145	CELEBRATIONS PARTY RENTALS	2,673.10	2,673.10	010143880 5610	Promotion Activities - Talbert / Outside Services - Rentals
P20R1146	CUSHMAN & WAKEFIELD OF CA INC.	3,000.00	3,000.00	018729380 5899	Facilities Lease Maintenance / Other Operating Expenses
P20R1147	ORANGE COUNTY DEPARTMENT OF ED	119.26	119.26	012289961 5813	MAA - Administration / Consultant
P20R1149	XCELL INC.	75.00	75.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
P20R1150	HOUGHTON MIFFLIN HARCOURT	1,600.00	1,600.00	010055175 5813	State Standards-MATH / Consultant
P20R1151	ORANGE COUNTY DEPARTMENT OF ED	1,500.00	1,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R1152	SOUTHWEST SCHOOL AND OFFICE SU	86.09	86.09	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
P20R1154	ORANGE COUNTY REGISTER	408.60	408.60	012849380 5825	Fiscal Services / Advertising
P20R1155	ATKINSON ANDELSON LOYA RUDD &	98.00	49.00	012719380 5210	Business Department / Travel, Conference, Workshop

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R1155	*** CONTINUED ***				
			49.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
P20R1156	UZBL LLC	<b>6,508.69</b>	6,508.69	012109078 4320	Tech/Media Office Operation / Computer Supplies
P20R1157	LAKESHORE EQUIPMENT COMPANY	<b>371.19</b>	371.19	014259255 4310	Exp Learning Op-AddAcademicSvc / Instructional Supplies
P20R1158	HEINEMANN	<b>3,961.53</b>	3,961.53	014259255 4310	Exp Learning Op-AddAcademicSvc / Instructional Supplies
P20R1159	STAPLES	<b>2,542.22</b>	2,542.22	014259255 4310	Exp Learning Op-AddAcademicSvc / Instructional Supplies
P20R1161	SCHOOL SPECIALTY LLC	<b>1,314.76</b>	1,314.76	014259255 4310	Exp Learning Op-AddAcademicSvc / Instructional Supplies
P20R1162	SOUTHWEST SCHOOL AND OFFICE SU	<b>470.12</b>	470.12	012719380 4325	Business Department / Office Supplies
P20R1163	GMSN GROUP INC	<b>2,700.00</b>	2,700.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
P20R1164	EIDE BAILLY LLP	<b>250.00</b>	250.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
P20R1165	CALIFORNIA IT IN EDUCATION	<b>195.00</b>	195.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
P20R1167	BARNES AND NOBLE	<b>62.52</b>	62.52	014259255 4310	Exp Learning Op-AddAcademicSvc / Instructional Supplies
P20R1168	COASTAL OCCUPATIONAL MEDICAL G	<b>200.00</b>	200.00	012819771 5820	Personnel Commission / Physical Exam, Drug testing
P20S8062	GRAINGER INC.	<b>301.83</b>	301.83	011000000 9320	Revenue Limit - State Revenues / STORES
P20S8063	CROWN CARTON COMPANY	<b>1,132.31</b>	1,132.31	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>65,941.85</b>	<b>53,551.96</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4405	MCMaster CARR SUPPLY CO	250.00	250.00	120336098 4325	Extended School Administration / Office Supplies
	Fund 12 Total:	250.00	250.00		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20R1139	RW SMITH & CO	15,858.54	12,389.89	133207380 4440	Cafeteria Fund / RPLC Equip \$500-\$5000
	<b>Fund 13 Total:</b>	<b>15,858.54</b>	<b>12,389.89</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4391	POWER PLUS	73,105.00	73,105.00	223011680 6299	GOB, ELECTION 2016-Newland / Other Building &
P20M4394	COR-O-VAN MOVING AND STORAGE I	5,779.00	5,779.00	223013180 6299	GOB, ELECTION 2016-Gisler / Other Building & Improvement
	Fund 22 Total:	78,884.00	78,884.00		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4386	DEPARTMENT OF GENERAL SERVICES	8,290.40	8,290.40	402861090 6222	Modernization - Tamura / Inspection Svcs Bldg Improve
P20M4390	CLASS LEASING LLC	92,645.00	92,645.00	403013780 6299	HVAC Modernization-Oka / Other Building & Improvement
P20M4392	POWER PLUS	79,881.00	79,881.00	403013780 6299	HVAC Modernization-Oka / Other Building & Improvement
P20M4393	GOLDEN STATE PAVING INC.	8,375.00	8,375.00	403013780 6299	HVAC Modernization-Oka / Other Building & Improvement
<b>Fund 40 Total:</b>		<b>189,191.40</b>	<b>189,191.40</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/24/2021**

FROM 06/01/2021 TO 06/15/2021

**PO**  
**NUMBER**   **VENDOR**

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

**PSEUDO / OBJECT DESCRIPTION**

**Total Account Amount:**

**334,267.25**

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **06/24/2021**

**FRO 06/01/2021 TO 06/15/2021**

<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>
P20M4005	CALIFORNIA PEST MANAGEMENT	36,000.00	+2,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			+500.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
P20M4012	EWING AND COMPANY	11,500.00	+1,500.00	012899390 4343	Gardening / Gardening Supplies
P20M4013	GRAINGER INC.	19,250.00	+500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
P20M4029	SMARDEN SUPPLY COMPANY	21,000.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
P20M4031	STAPLES	1,200.00	+200.00	012869390 4325	Maintenance / Office Supplies
P20M4126	CITY OF FOUNTAIN VALLEY	500.00	+250.00	012869390 5860	Maintenance / Permits & Fees
P20M4129	STAPLES	682.00	+182.00	016919395 4325	7240 Special Ed Transportation / Office Supplies
P20R0023	AWARDS & TROPHIES	3,500.00	+2,000.00	012719470 5828	Personnel Department / Staff Recognition
P20R0070	BEHAVIOR SOLUTIONS INC.	19,000.00	+5,000.00	015709861 5813	Federal Mental Health-Psych / Consultant
P20R0174	PITNEY BOWES INC.	8,900.00	+600.00	012719385 4325	Purchasing / Office Supplies
P20R0178	HP COMPUTING & PRINTING INC	9,151.00	+1.00	012109078 4330	Tech/Media Office Operation / Printing/Xerox Supplies
P20R0179	HP COMPUTING & PRINTING INC	21,150.00	+50.00	010013131 4330	Sch Site Instr - Gisler / Printing/Xerox Supplies
P20R0254	CL CONSULTING INC.	65,000.00	+10,000.00	012719380 5813	Business Department / Consultant
P20R0615	SOUTHWEST SCHOOL AND OFFICE SU	137.07	+48.07	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0616	SOUTHWEST SCHOOL AND OFFICE SU	24.40	+11.39	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R0617	SOUTHWEST SCHOOL AND OFFICE SU	261.41	+87.36	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
P20R1098	AWARDS & TROPHIES	548.10	+48.10	010142980 5610	Promotion Activities - Fulton / Outside Services - Rentals
P20R1129	WILSON LANGUAGE TRAINING CORPO	5,820.10	-1,047.26	010018255 4310	Title I - Instructional / Instructional Supplies
<b>Fund 01 Total:</b>			<b>+22,930.66</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **06/24/2021**

**FRO 06/01/2021 TO 06/15/2021**

<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>
P20R0014	SOUTHWEST SCHOOL AND OFFICE SU	3,540.99	+2,940.99	133207380 4790	Cafeteria Fund / Food Services Supplies
<b>Fund 13 Total:</b>			<b>+2,940.99</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **06/24/2021**

**FRO 06/01/2021 TO 06/15/2021**

<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>
		<b>Total Account Amount:</b>	<b>+25,871.65</b>		



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Memorandum of Understanding between Orange County Department of Education and Fountain Valley School District for Special Schools Program**  
DATE: June 18, 2021

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**Background:**

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56165.3 and 56195.5, Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program. Agreement is effective the period of July 1, 2021 through June 30, 2022.

**Fiscal Impact:**

No fiscal impact unless/until services are required.

**Recommendation:**

It is recommended that the Board of Trustee approves the Memorandum of Understanding between Orange County Department of Education and Fountain Valley School District.

Memorandum of Understanding Between  
The Orange County Superintendent of Schools  
And  
“Fountain Valley School District”  
2021-2022

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

1. Basis of Agreement

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

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2021, and ending June 30, 2022.

3. Acknowledgment of Special Education Funding Formula

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

4. Scope of Program and Referral Process to OCDE

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

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

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

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

OCDE shall maintain and provide special education programs for District pupils during the 2021-2022 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special

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

5. Responsibility of School District of Residence

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

6. Annual and Triennial Reviews

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

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

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

#### 7. Integration/Inclusion Opportunities

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

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

8. Assessments/Independent Educational Evaluations

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

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

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2021 through June 1, 2022. A pupil

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

#### 10. Definitions

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

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for pupils with the most significant disabilities including pupils who are medically fragile, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances, and other eligible pupils.

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

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

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

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

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

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

## 11. Funding

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

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

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

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

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

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

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

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

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

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

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

13. Home Instruction

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

14. Transportation

a. Transportation by the Orange County Department of Education

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

b. Transportation by District

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

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

15. Due Process and Complaints

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

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

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

16. Estimated Billing

The estimated billing for 2021-2022 will be based on actual information for 2020-2021 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

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

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

18. Projected Enrollment/Facilities and Staffing Needs

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

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

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

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

19. Program Cost for 2021-2022

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

20. Notices

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

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

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

District: Fountain Valley School District  
10055 Slater Ave.  
Fountain Valley, CA 92708  
Attn: Kate Christmas, Director  
Support Services  
Fax: (714) 843-3230  
Phone: (714) 843-3281  
Email: christmask@fvsd.us

21. No Waiver

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

22. Hold Harmless

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

23. Complete Agreement

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

24. Applicable Law

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

25. Counterparts

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

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

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
OCDE – [NAME]

\_\_\_\_\_  
DISTRICT – [NAME]

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

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

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

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

DATE APPROVED BY COUNTY  
SUPERINTENDENT OR DISTRICT BOARD:

\_\_\_\_\_

cc: SELPA

APPROVED AS TO FORM:
DATE: <u>June 9, 2021</u>
LYSA M. SALTZMAN, COUNSEL ORANGE COUNTY DEPARTMENT OF EDUCATION
BY:   ATTORNEY

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

Exhibit A

<b>2021-22 Adopted Budget</b>	<b>Object</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2020-21</b>	<b>2021-22</b>
				<b>Estimated</b>	
<b>2020-21 Adopted Budg Enrollment 411</b>			<b>Adopted</b>	<b>Actuals</b>	
<b>2021-22 Projected enrollment at 411</b>	<b>Code</b>	<b>Actuals</b>	<b>Budget</b>	<b>Budget</b>	<b>Adopted budget</b>
Restricted Fund Balance Low Incidence	9791	176,775.57	161,576	150,600	145,600
Reserve for Economic Uncertainty	9791	955,998.29	1,010,092	973,610	1,028,536
<b>Total Beginning Balance</b>	<b>9791</b>	<b>1,132,773.86</b>	<b>1,171,668</b>	<b>1,124,211</b>	<b>1,174,136</b>
<b>Revenue</b>					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,046,367.07	1,582,996	1,700,470	1,657,826
<b>AB602 Allocation</b>		<b>1,046,367.07</b>	<b>1,582,996</b>	<b>1,700,470</b>	<b>1,657,826</b>
Prior Year Apportionment	8319	31,771.38			
<b>Other State Revenue</b>		<b>31,771.38</b>			
Interagency Fees Bill Back to Districts	8677	22,534,686.40	25,288,760	22,306,582	25,120,320
Interagency Fees Special Circumstance Aids	8677	6,053,918.51	5,897,606	5,787,135	5,492,456
Interagency Fees - Contracts	8677	68,216.82	60,000	60,000	60,000
Registration & Misc. Fee	8689	-	-	-	-
Other Local Revenue/EE contract	8699	7,729.04	-	-	-
Other Revenue/Tuition	8710	3,954,876.76	3,079,367	3,954,877	3,954,877
Tuition - Prior Year	8711	-	-	-	-
<b>Other Local Revenue</b>		<b>32,619,427.53</b>	<b>34,325,734</b>	<b>32,108,594</b>	<b>34,627,653</b>
Contribution from Unrestricted	8980		240,221	273,469	273,469
Contribution for Indirect	8981	540,171.97	613,643	577,336	614,974
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	-	-	-	-
Contribution to Restricted Routine Maint.	8991	(498,717.00)	(519,572)	(535,822)	(580,935)
Contribution to Food Services	8992	(186,055.22)	(220,966)	(231,535)	(283,709)
Contribution to Special Ed	8993				
<b>Total Contributions</b>		<b>297,350.75</b>	<b>555,277</b>	<b>525,399</b>	<b>465,750</b>
<b>Total Revenue</b>		<b>35,127,690.59</b>	<b>37,635,675</b>	<b>35,458,673</b>	<b>37,925,365</b>

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

Exhibit A

<b>2021-22 Adopted Budget</b>	<b>Object</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2020-21</b>	<b>2021-22</b>
<b>2020-21 Adopted Budg Enrollment 411</b> <b>2021-22 Projected enrollment at 411</b>	<b>Code</b>	<b>Actuals</b>	<b>Adopted Budget</b>	<b>Estimated Actuals Budget</b>	<b>Adopted budget</b>
<b>Expenditures</b>					
Teachers Salaries	1100	5,609,137.61	5,853,188	5,846,256	5,988,589
Pupil Support Salaries	1200	1,204,723.85	1,232,238	1,356,111	1,375,728
Supervisor/Administrators	1300	1,191,215.74	1,284,951	1,157,122	1,145,735
Other Certificated	1900	1,306,303.25	1,365,335	1,396,867	1,419,889
<b>Total Certificated</b>		<b>9,311,380.45</b>	<b>9,735,712</b>	<b>9,756,356</b>	<b>9,929,941</b>
Instructional Assistants	2100	7,662,016.72	8,943,947	8,145,550	8,333,398
Classified Support Salaries	2200	784,054.65	866,375	832,353	828,462
Supervisors/Managers	2300	585,942.06	663,806	545,979	530,418
Clerical/Technical	2400	835,415.40	912,963	925,341	908,212
Short term Sub	2900	307.50	2,450	313	2,313
<b>Total Classified</b>		<b>9,867,736.33</b>	<b>11,389,541</b>	<b>10,449,536</b>	<b>10,602,803</b>
STRS/PERS	3100-3200	3,447,211.16	3,895,840	3,539,883	3,838,558
Medicare and PARS	3300	283,595.88	319,021	309,950	309,954
Health and Welfare	3400	4,870,211.18	5,243,703	4,939,214	5,317,061
Unemployment	3500	9,517.25	10,553	10,239	247,357
Worker's Comp	3600	360,776.81	369,417	417,660	439,897
Life Insurance/Other	3900	422,855.82	423,529	273,042	372,941
<b>Total Benefits</b>		<b>9,394,168.10</b>	<b>10,262,063</b>	<b>9,489,988</b>	<b>10,525,768</b>
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	1,530	1,030	1,530
Materials and Supplies	4300	233,796.51	797,643	410,937	875,000
NonCapitalized Equipment	4400	30,806.03	46,513	47,013	51,013
<b>Total Books and Supplies</b>		<b>264,602.54</b>	<b>847,186</b>	<b>460,480</b>	<b>929,043</b>
Travel and Conference	5200	109,573.73	117,782	60,658	155,265
Dues and Membership	5300	930.00	1,294	1,344	2,094
Utilities	5500	143,055.91	177,800	178,800	178,800
Rents/Leases/Repairs	5640	328,050.84	328,702	330,702	386,770
Repairs/Maintenance	5600	16,402.84	49,855	55,435	7,655
Transfer of Direct Costs	5700	17,838.16	44,724	80,519	79,524
Professional/Consulting Services	5800	132,366.52	232,869	383,329	465,839
Communications	5900	103,374.01	100,729	108,669	158,979
<b>Total</b>		<b>851,592.01</b>	<b>1,053,755</b>	<b>1,199,456</b>	<b>1,434,926</b>
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500		-		150,000
<b>Total</b>					<b>150,000</b>
Support Costs	7340	2,224,020.23	2,495,479	2,351,385	2,506,686
Support Contributions	7341	540,171.97	613,643	577,336	614,974
<b>Total Support</b>		<b>2,764,192.20</b>	<b>3,109,122</b>	<b>2,928,721</b>	<b>3,121,660</b>
<b>Total Expenditures</b>		<b>32,453,671.63</b>	<b>36,397,379</b>	<b>34,284,537</b>	<b>36,694,141</b>
Restricted Fund Balance Low Incidence	9780/9740	150,600.39	146,376	145,600	130,400
Reserve for Economic Uncertainty	9780/9740	973,610.15	1,091,921	1,028,536	1,100,824
<b>Ending Fund Balance</b>		<b>2,674,018.96</b>	<b>1,238,295</b>	<b>1,174,136</b>	<b>1,231,224</b>
Total Bill Back		20,984,877.98	25,288,762	22,306,582	25,120,320
Average Enrollment		407.00	411	409	411
Estimated Bill Back per Pupil		51,559.90	61,530	61,530	61,120
Proposed Refund to District per pupil		3,807.88	-	-	-

	2021-22
1. Average number of pupils transported	240
2. Maximum number of billable days	202
3. Classified Salaries	\$ 116,133
4. Employee Benefits	\$ 47,804
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ -
7. Other Expenses	\$ 50
8. Contracts with Private Contractors (5100)	\$ 5,763,267
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ -
11. Equipment/Replacement	\$ -
12. Therapy Transportation	\$ -
Subtotal Direct Costs	\$ 5,763,267
13. Direct Support costs	\$ 189,037
14. Indirect Support Costs @ 1%	\$ 1,890
15. Total Transportation Cost Allocation	\$ 5,954,194
16. State Transportation Entitlement	\$ 1,463,611
Total	\$ 1,463,611
17. Excess Transportation Cost	\$ 4,490,583
17a. *Per Pupil Excess Cost Line17/Line1	\$ 18,711
17b. *Per Day Excess Cost Line17a/Line2	92.63

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

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



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

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

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent, Business Services  
**SUBJECT:** **RESOLUTION 2022-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**  
**DATE:** June 11, 2021

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**Background:**

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

**Recommendation:**

It is recommended that the Board of Trustees adopts **RESOLUTION 2022-01: Authorization of Signatures on Replacement Warrants.**

**RESOLUTION 2022-01**

**AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**

WHEREAS, Education Code Section 42660/85270 states that any school warrant not presented to the County Treasurer within six months after it was issued is void;

NOW, THEREFORE BE IT RESOLVED, that the following district employees are hereby authorized to sign replacement warrants within the provisions of Education Code Section 42660/85270; said warrants to replace warrants that are not presented to the County Treasurer within six months, or as otherwise provided after issuance, and thus become void:

- Mark Johnson, Superintendent
- Christine Fullerton, Assistant Superintendent, Business Services
- Cathie Abdel, Assistant Superintendent, Personnel
- Isidro Guerra, Director, Fiscal Services

MOTION:

SECOND:

AYES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)

) SS.

COUNTY OF ORANGE)

I, Jim Cunneen, Clerk of the Board of Trustees of Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th of June, 2021, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24<sup>th</sup> day of June, 2021.

Clerk \_\_\_\_\_



Fountain Valley School District  
BUSINESS SERVICES DIVISION

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

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2022-02: APPOINTMENT OF CUSTODIAN  
THE REVOLVING CASH FUND**  
DATE: June 11, 2021

---

**BACKGROUND**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees adopts **RESOLUTION 2022-02** naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

kf

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION 2022-02  
APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

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

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

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

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

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

Christine Fullerton  
Assistant Superintendent  
Business Services

SIGNATURE:

  
\_\_\_\_\_

AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA) ) SS.  
COUNTY OF ORANGE )

I, Jim Cunneen, Clerk of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24th day of June, 2021, and passed by \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24th day of June, 2021.

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



Fountain Valley School District  
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2022-03: AUTHORIZATION OF APPROVAL OF  
VENDOR CLAIMS/ORDERS**  
DATE: June 11, 2021

---

**Background:**

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

**Recommendation:**

It is recommended that the Board of Trustees adopts **RESOLUTION 2022-03: Authorization of Approval of Vendor Claims/Orders.**

**RESOLUTION 2022-03**

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

FOUNTAIN VALLEY SCHOOL DISTRICT

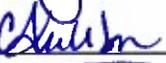
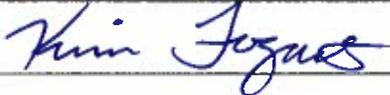
DATE June 11, 2021

I, Jim Cunneen, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 24<sup>th</sup> day of June, 2021, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 24<sup>th</sup> day of June, 2021, and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED

SPECIMEN SIGNATURE

Mark Johnson	
Christine Fullerton	
Isidro Guerra	
Kim Fogarty	

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of June, 2021.

Clerk \_\_\_\_\_



Fountain Valley School District  
BUSINESS SERVICES DIVISION

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

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2022-04: AUTHORIZATION OF SIGNATURES**  
DATE: June 11, 2021

---

**Background:**

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

**Recommendation:**

It is recommended that the Board of Trustees adopts **RESOLUTION 2022-04: Authorization of Signatures.**

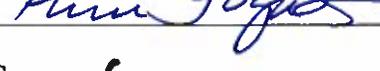
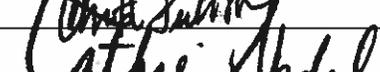
**RESOLUTION 2022-04: AUTHORIZATION OF SIGNATURES**

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE: June 11, 2021

I, Jim Cunneen, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 24<sup>th</sup> day of June, 2021, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

**AUTHORIZED TO SIGN:**

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of June, 2021.

Authorize Signatures

Clerk \_\_\_\_\_



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: CARE SOLACE  
DATE: June 18, 2021

---

**Background:**

Care Solace is an online care navigation and coordination system which provides information related to treatment options for various forms of mental health. Care Solace will provide FVSD with non-personally identifiable data including number of visitors, matches, and phone appointments. Care Solace operates in compliance with HIPPA and FERPA privacy laws. FVSD will receive a dedicated URL for students and families to access Care Solace. Care Solace provides online set-up support and technical assistance. Term of agreement will be for 3 years beginning on July 1, 2021 through June 30, 2024.

**Fiscal Impact:**

\$10,519.25 per annual term based on enrollment 6,011 (\$1.75/student)

**Recommendation:**

It is recommended that the Board of Trustees approves the contract between Care Solace and FVSD for the 2021-2022, 2022-2023 and 2023-2024 school years.

## SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is dated the 1<sup>st</sup> of July 2021 between Fountain Valley School District, a California public school district (hereinafter “**School District**”), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter “**Care Solace**”). School District and Care Solace may be referred to individually as “**Party**,” or collectively as “**Parties**.”

### RECITALS

**WHEREAS**, Care Solace provides a web-based navigation system to assist its school district clients and the districts’ students and parents in locating and connecting with mental health treatment providers (hereinafter the “**Services**”), and agrees to provide the Services to School District on the terms and conditions set forth in this Agreement; and

**WHEREAS**, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

### TERMS AND CONDITIONS

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### Scope of Services

1. Care Solace shall provide the Services as follows:

1.1. Care Solace owns and operates a website located at the URL caresolace.com which provides information related to mental health treatment providers (hereinafter the “**Main Site**”). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District’s name (hereinafter the “**Branded Site**”). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2021. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the “**Authorized Users**”), on a Software-as-a-Service (“**SaaS**”) basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.

1.2. Care Solace shall facilitate a process called the “**Warm Hand-Off**,” whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services (hereinafter “**Independent Contractors**”) designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the “**Treatment Providers**”). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

1.3. In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Concierge team. The Care Concierge team are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Concierge team are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Concierge team member to an Authorized User. The Care Concierge team are not a crisis response team. The Care Concierge team are available to work directly with students and families to connect them with Treatment Providers. Care Concierge team members are available 24 hours per day, 7 days per week.

1.4. Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

### **Care Solace is Not a Treatment Provider**

**2. Care Solace is not a mental health treatment provider or a provider network, and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.**

### **Implementation Process**

3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.

4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.

5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include, but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.

6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.

7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services, and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 53, *infra*.

### **Term of Agreement and Fees**

9. This Agreement shall be effective as of July 1, 2021 (hereinafter the “**Effective Date**”).

10. The initial term of this Agreement (hereinafter the “**Initial Term**”) will begin on July 1, 2021 and continue through June 30, 2024.

11. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:

11.1. For the Initial Term, School District will pay \$31,557 (\$1.75/student/year based on enrollment 6011, source FVSD) to Care Solace upon execution of this Agreement.

12. The fees set forth in Paragraph 11, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of a termination without cause by School District of this Agreement prior to the end of the Term.

13. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

### **Termination of Agreement**

14. School District may terminate without cause a the Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 53, *infra*. In the event of termination without cause of a the Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.

15. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate without cause a the Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 53, *infra*. In the event of termination without cause of a the Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.

16. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days written

notice to the breaching Party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching Party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 53, *infra*.

16.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a “Dispute” subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.

16.2. The written notice to a breaching Party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 16 are conditions precedent to any Party’s ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

### **Data and Information Privacy**

17. Care Solace and School District each agree to comply with all data privacy laws and requirements, state and federal, to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, Cal. Bus. & Prof. Code § 22584 (hereinafter “**SOPIPA**”), the Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (hereinafter “**COPPA**”), and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, “**FERPA**”).

18. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

19. The Parties expect that, in many instances, only education records constituting “directory information,” as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. In order to ensure compliance and that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.

20. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of “education records,” as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

21. School District represents and warrants that any Independent Contractor that is provided with access to the Warm Hand-Off or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official

pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).

22. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.

23. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.

24. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

### **Software-as-a-Service Terms**

25. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "**Link**") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.

26. Use Restrictions. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "**Software**"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

27. Security. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i) data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or

flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

28. Unauthorized Access. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace was solely responsible for the breach and to the extent that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for any and all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for time and expenses incurred to assist School District with any required notifications to affected individuals. In the event that Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in paragraphs 42-49, *infra*.

29. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.

30. Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one Party (hereinafter "**Owner**") may disclose to the other Party (hereinafter "**Recipient**"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, subject to a valid request under the applicable state's open records act (ii) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "**School District Data**"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect

such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information.

31. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.

32. Publicity and Branding. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

33. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

### **Representations and Warranties**

34. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or

regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 53, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

35. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 53, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

36. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

### **Insurance and Indemnification**

37. **Insurance.** During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.

38. **Defense and Indemnity.** Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "**School District Parties**") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "**Claims**"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.

39. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 53, *infra*, and shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and

shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 39 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

40. If requested by School District, Care Solace may cause School District to be named as an additional insured under the liability policy obtained and maintained as set forth in Paragraph 37. Naming a School District as an additional insured does not alter the limitations, obligations and conditions set forth in paragraphs 38 and 39 and in no circumstances will School District be entitled to coverage beyond the contracted for amount of \$1,000,000 per occurrence contained in Paragraph 37.

### **Dispute Resolution**

41. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the "**Arbitration Agreement**").

42. An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty day cure period described in Paragraph 16, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 53, *infra*. The date that notice is received by the opposing Party shall hereinafter be referred to as the "**Notification Date**."

43. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:

43.1. Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").

43.2. The Parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. In the event that the Parties are unable to agree upon the selection of a mediator, the Parties shall request that the Mediation Service assign a mediator from its panel of neutrals with experience as a state or federal court judge.

43.3. The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.

44. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the "**FAA**"). Notwithstanding any other provisions of this Agreement regarding

applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

45. Arbitration shall be initiated by the aggrieved Party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the Claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:

45.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement or as otherwise agreed to in writing by the Parties. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures may be viewed at this link: <https://home.caresolace.com/contracts/AAA-Commercial-Arbitration-Rules-and-Mediation-Procedures-020121.pdf>.

45.2. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California, subject to the limitations on damages set forth in Paragraphs 46-49, *infra*.

45.3. The arbitrator shall award the prevailing Party the costs of mediation and arbitration.

45.4. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other persons or entities whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries.

45.5. In the event a Dispute involves a third-party beneficiary of this Agreement, the third-party beneficiary shall be excused from compliance with the notice and opportunity to cure requirements of Paragraphs 16 and 42, *supra* and shall also be excused from the mediation required under Paragraph 43, *supra*. The costs of any arbitration involving a Party and a third-party beneficiary of this Agreement shall be borne solely by the Party involved in the Dispute, unless such Dispute involves both Parties, in which case the Parties shall share equally in the costs of arbitration. In no event shall a third-party beneficiary be responsible for the costs of arbitration pursuant to this Arbitration Agreement.

45.6. Any arbitration award shall be binding on the Parties and on any third-party beneficiaries. This binding Arbitration will not be subject to appeal.

#### **Limitation on Damages**

46. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, incidental, or consequential damages under any theory,

even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.

47. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.

48. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third-party beneficiary, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other Party, including School District.

49. The prevailing Party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

### **Miscellaneous Terms**

50. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.

51. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.

52. **Venue for Arbitration.** Arbitration conducted as set forth in Paragraphs 42-50, *supra*, shall take place in [County where School District is located].

53. **Notices.** All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District: Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attention: Dr. Mark Johnson –  
Superintendent  
Email: johnsonm@fvsd.us



opportunity to cure as set forth in Paragraphs 16 and 42, *supra*. Any written notice under this Paragraph 58 must comply with the written notice requirements of Paragraph 53, *supra*.

58. Modification of Agreement. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 53, *supra*.

59. Assignment. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.

60. Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

61. Titles/Headings. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

62. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

63. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

64. Authority to Execute Agreement. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party

**SIGNATURES ON NEXT PAGE – REMAINDER OF PAGE INTENTIONALLY BLANK**

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

**Addiction Treatment Technologies, LLC**

**(“Provider”) DBA: Care Solace**

Printed Full Name: Chad A. Castruita, CEO

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

**Fountain Valley School District (“Client”)**

Printed Full Name: \_\_\_\_\_

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

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



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Language Network**  
DATE: June 18, 2021

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**Background:**

Due to increasing requests for interpreter and translator services for parent conferences/meetings, assessments, IEP's, etc., there is a need to contract with an outside agency to meet these requests. These requests will be filled and charged on a case by case basis. This company has the ability to service a wide variety of languages that may be requested for interpretation and/or translation. The terms of agreement will be July 1, 2021 through June 30, 2024.

**Fiscal Impact:**

Not to exceed \$2,000.00 per year

**Recommendation:**

It is recommended that the Board of Trustees approves the contract between Language Network and FVSD for the 2021-2022, 2022-2023, and 2023-2024 school years.

# LANGUAGE SERVICES AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into on July 1, 2021 by and between Fountain Valley School District and Language Network, Inc and its subsidiaries (The Language Exchange, Inc.) referred to as ("Language Network").

## Recitals

WHEREAS, "**CLIENT**" has entered into a contract with Language Network, a language service provider.

WHEREAS, "**CLIENT**" has agreed under the terms establish herewith to engage the services of linguists to perform language services, including, but not limited to, in- person interpretation, telephone interpretation and document translation; and

WHEREAS, "**CLIENT**" desires to engage Language Network to perform language services; and

WHEREAS, Language Network desires to enter into this Memorandum of Understanding (MOU) to perform such interpreting and translation services according to the terms and conditions of this Agreement;

NOW THEREFORE, the parties agree as follows:

## TERMS AND CONDITIONS

1. Nature of the Service: Language Network will provide interpreting/translating services as required by "Client"
2. Term of Agreement: This agreement will become effective upon signing of both parties, and will continue in effect unless terminated, with or without cause, upon thirty days written notice by either party. We retain the option to increase rates 3% annually, beginning one year from the date of contract execution.
3. Charges, Invoices and Payment: In consideration of these services, "CLIENT" will pay Language Network the amount in the manner set forth in the rate schedule. Payment is due within 30 day of the invoice date. Late payment will be subject to penalties equating to 5% of the invoice amount.
4. Privacy of Communication: The linguist shall keep all information that they may come across in the course of their work confidential and will not communicate it to a third party.
5. Arbitration: Any dispute, claim or controversy arising out of or relating to this Agreement shall be settled by a binding arbitration in accordance with the rules and regulations of the Judicial Arbitration and Mediation Services ("JAMS"). Arbitration shall be before a single arbitrator who shall be a retired judge of the State of California or State of Washington. Any award shall be final and binding upon the parties and judgement upon any such award may be entered in any court having jurisdiction thereof.

The fees and expenses of the arbitrators shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitration proceeding, including attorney's fees.

6. HIPAA/HITECH/FERPA Compliance: Language Network is fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)/Health Information Technology for Economic and Clinical Health (HITECH) guidelines for healthcare transactions and Family Educational Rights and Privacy Act (FERPA) for academic transactions.

7. Miscellaneous Provisions:

7.3. Entire Agreement: This Agreement, including any Exhibits attached hereto, is the entire agreement between two parties hereto relating to the subject matter addressed herein and supersedes all prior representations, promises or agreements, whether oral or written.

7.4. Amendments: This Agreement may not be amended absent a written agreement by the parties, except that "**CLIENT**" may provide of a proposed amendment to this Agreement and Language Network shall be deemed to have accepted the proposed amendment unless Language Network provides "**CLIENT**" with written notice rejecting the proposed amendment within fifteen (15) days of receiving such notice.

7.5. Governing Law: This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

7.6. Notices: Any notice required to be provided under this Agreement shall be sent by United States Postal Service, postage prepaid, return receipt requested.

## ACCEPTANCE:

Your signature below indicates acceptance of this agreement , and entrance into an agreement with Language Network beginning on the date of signature.

Client: \_\_\_\_\_ Language Network, Inc/The Language Exchange, Inc:

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

Name & Title: \_\_\_\_\_ Name & Title: \_\_\_\_\_

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

## Client Account Information

Fountain Valley School District

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Company Name

**Billing Contact Person:** Responsible for billing correspondence for invoices, billing, and payment inquiries.

Thuong Nguyen

Accountant

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Contact Name

Title

nguyent@fvsd.us

zavalat@fvsd.us

---

Billing Email 1:

Billing Email 2:

10055 Slater Avenue

Fountain Valley

CA

92708

---

Billing Address

City

State

Zip

(714) 843-3273

(714) 843-3230

---

Phone

Fax

**Communication Contact Person:** Responsible for communication correspondence involving training resources, messaging, urgent notification, etc.

Kate Christmas

Director, Support Services

---

Contact Name

Title

christmask@fvsd.us

---

Email:

(714) 843-3281

(714) 843-3230

---

Phone

Fax

Board meeting June 24, 2021



Fountain Valley School District  
Support Services  
2021-2022 A

MEMORANDUM

TO: Dr. Mark Johnson  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Special Education Agreement 2021-2022A**  
DATE: June 18, 2021

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**Background:**

According to the Special Education Agreement signed on May 6, 2021, between Parent and the Fountain Valley School District, Parties agree that ASC LVN will provide health and nursing services to Student on all school days during, the 2021-2022 school year. Term of settlement agreement is July 1, 2021 through ESY 2022.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 A.



Fountain Valley School District  
Support Services  
2021-2022 B

MEMORANDUM

TO: Dr. Mark Johnson  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Special Education Agreement 2021-2022 B**  
DATE: June 18, 2021

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**Background:**

According to the Special Education Agreement signed on June 4, 2021, between Parent and the Fountain Valley School District, Parties agree that Maxim Healthcare Services will provide health and nursing services to Student on all school days during the 2021-2022 school year and through ESY 2022. Term of settlement agreement is July 1, 2021 through ESY 2022.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 B.



Fountain Valley School District  
Support Services  
2021-2022 C

MEMORANDUM

TO: Dr. Mark Johnson  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Special Education Agreement 2021-2022 C**  
DATE: June 18, 2021

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**Background:**

According to the Special Education Agreement signed on May 18, 2021, between Parent and the Fountain Valley School District, Parties agree that Maxim Healthcare Services will provide health and nursing services to Student on all school days during the 2021-2022 school year and through ESY 2022. Term of settlement agreement is July 1, 2021 through August 31, 2022.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approve this agreement 2021-2022 C.



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Jerry Gargus, Ed.D., Director, Educational Services  
SUBJECT: **EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS**  
DATE: June 15, 2021

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**Background:**

Each year, a wide range of technology solutions are implemented to support instruction, data collection, and data management in Fountain Valley School District. These technologies include back-end solutions such as our student information system (Aeries), achievement data management system (Illuminate), Web-site hosting (Edlio) and various parent communication systems (Document Tracking Services, and Report Card Maker). While other technology systems provide support for classroom instruction (ST Math, IXL, School Loop, Renaissance Learning and Edulastic). A description of each of these technology solutions, as well as the terms and renewal costs are provided below:

Vendor	Description	Term	Cost
Aeries Software	Student Information System with components that support online student registration, student achievement reporting, and longitudinal student record keeping	1-year	\$30,825.00
Illuminate Education	Data management system used for collection and analysis of student achievement data including CAASPP, F&P, and SRI	1-Year	\$29,407.05

<b>Vendor</b>	<b>Description</b>	<b>Term</b>	<b>Cost</b>
School Loop, Inc.	Online academic progress reporting system used primarily in upper grades to provide real-time updates of student achievement and assignment completion status	3-Year	\$87,802.26
Edlio, LLC	Website Content Management System and web hosting service for FVSD main website and each school's website	1-Year	\$10,800.00
IXL	Online student learning and assessment platform for TK-8 <sup>th</sup> grade students in the areas of ELA, Math, Science, and Social Studies	1-year	\$118,950.00
Edulastic (Snapwiz, Inc.)	Online student assessment technology used by teachers in grades 6-8 to create and administer customized formative assessments across core subject areas	3-year	\$68,040.00
ST Math	Online visual instructional program that leverages the brain's innate spatial-temporal reasoning to solve mathematical problems. Utilized at all seven elementary schools for students in grades TK-5.	1-year	\$31,000.00
Renaissance Learning	Online software system used by Tamura, Oka, Newland, and Masuda to track reading activities (book completion and reading comprehension) for students	1-year	\$13,919.25
Site Improve	Online software that helps identify FVSD monitor the WCAG 2.1 web accessibility guidelines and ensure websites are ADA accessible	1-year	\$6,575.00
Document Tracking Services	Online service providing templates used to create and upload School Plans for Student Achievement and Comprehensive School Safety Plan documents	3-year	\$7,425.00

<b>Vendor</b>	<b>Description</b>	<b>Term</b>	<b>Cost</b>
ClearVision Technologies	Software system (Report Card Maker) used to create report cards for our elementary grade levels (TK-5)	1-year	\$5,381.00
TurnItIn	Online platform used by FVSD Middle School English Language Arts teachers to provide students with feedback on writing assignments	1-Year	\$16,905.00
Parent Square	Multi-platform communication system that empowers FVSD with the ability to distribute mass communications & urgent alerts, posts, and direct messages	1-year	\$23,392.80
Zoom	Online platform that hosts virtual meetings and can be utilized to record lessons for distribution to students	1-Year	\$18,000.00**
Scholastic Reading Inventory (HMH)	Online student reading assessment system utilized in grades 5-8 to assess Lexile reading level	3-year	\$14,850.00**  (Paid in full for 3-years at beginning of 2019-20 school year)

\*\* Indicates “Paid in Full” status through prior Board Approval Process – not included in expenditure total provided below.

**Fiscal Impact:**

Expenditures outlined above totaling \$450,422.36 represent the costs associated with continuing to use software and/or services that are currently utilized by schools across FVSD.

**Recommendation:**

It is recommended that the Board of Trustees approves annual agreements for the 2021-22 school year.



PLEASE REMIT TO:  
**Aeries Software**  
 770 The City Dr. S.  
 Suite 6500  
 Orange, CA 92868

**Renewal Notification** RN-7953  
**DATE** 05/01/2021  
**TERMS**  
**P.O. NO.**

**BILL TO** Fountain Valley Elementary School District  
 10055 Slater Avenue  
 Attn: Accounts Payable  
 Fountain Valley, CA 92708

*This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at [conniec@aeries.com](mailto:conniec@aeries.com) or 888-487-7555.*

**Message:**

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
6165	Software License/Support Subscription	4.00	07/01/2021	06/30/2022	\$24,660.00
6165	Aeries Online Enrollment	1.00	07/01/2021	06/30/2022	\$6,165.00
<b>SUBTOTAL</b>					30,825.00
<b>TOTAL</b>					30,825.00
<b>AMOUNT RECEIVED</b>					\$
<b>AMOUNT DUE</b>					\$

**Illuminate Education, Inc.**  
 6531 Irvine Center Drive  
 Suite 100  
 Irvine CA 92618  
 United States  
 invoices@illuminateed.net  
 http://www.illuminateED.com

# Invoice



**BILL TO**

Fountain Valley School District  
 10055 Slater Ave  
 Fountain Valley California  
 92708-4712  
 United States

**SHIP TO**

Fountain Valley School District  
 10055 Slater Ave  
 Fountain Valley CA 92708-4712  
 United States

INVOICE #	DATE	DUE DATE	TERMS
INV0000056776	05/15/2021	06/14/2021	Net 30

SERVICE PERIOD	PO#	ACTIVITY	QTY	RATE	AMOUNT
07/01/2021 - 06/30/2022		<b>Grading Software</b> Assessment Scanning and Scoring	6,165	\$0.00	\$0.00
07/01/2021 - 06/30/2022		<b>DnA, Software License</b> Per Student Licenses - Illuminate Data and Assessment™	6,165	\$4.77	\$29,407.05

PAYMENT REMIT ADDRESS: PO Box 207833 Dallas, TX 75320-7833	PAYMENT/DEPOSIT	\$0.00
Purchase Order can be sent: Fax: 909-266-1935 Email: invoices@illuminateed.net	CREDITS APPLIED	\$0.00
	TAX TOTAL	\$0.00
	BALANCE DUE	\$29,407.05



INV0000056776



# Quote & Order

### Service Provider

School Loop  
401 Congress Avenue, Suite #2650  
Austin, TX 78701  
United States

Prepared Date: 4/22/2021, 11:30 AM  
Quote # Q-05759  
Quote Expires: 7/1/2021  
Quote Type: Quote  
Billing Schedule: Annual  
Payment Terms: Net 30  
Payable: Advance  
Currency: USD  
Term Start Date: 7/1/2021  
Term End Date :6/30/2024

### Customer

Fountain Valley School District

### Bill To

Fountain Valley School District  
10055 Slater Ave  
Fountain Valley, California  
United States

Item	Qty	Term in Months	Item Description
1	11	36	SLS2.0 - Site License Plus Bundle
2	2,366	36	School Loop Plus Gradebook - Secondary, Standard Success Plan
<b>TOTAL:</b>			<b>USD 87,802.26</b>

First Year Payment Amount: 29,267.42  
Prices exclude VAT or Sales Tax if applicable.

### Special Terms

This Quote is governed by the terms of the attached hereto and all online and other terms and conditions referenced therein (the "Master Agreement"). Notwithstanding anything contained in the Master Agreement, the parties agree as follows:

- Customer agrees to pay the Total Fees Due in accordance with the Billing Schedule and Payment Terms indicated above. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled or reduced prior to expiration of the Term.
- The provisions of this Quote, including the Support Terms, and the Master Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Quote and the Master Agreement.
- SUBJECT TO EARLY TERMINATION IN ACCORDANCE WITH THE MASTER AGREEMENT, THE TERM WILL AUTOMATICALLY RENEW FOR THE SAME TERM PERIOD AS THE TERM INDICATED ABOVE AT SERVICE PROVIDER'S THEN-CURRENT RATES, UNLESS CUSTOMER NOTIFIES SERVICE PROVIDER IN WRITING OF CUSTOMER'S INTENT NOT TO RENEW AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM.
- As a courtesy and not a condition precedent to Customer's obligation to provide notice of non-renewal, Service Provider will use reasonable efforts to contact Customer 120 days prior to the expiration of the then-current term to discuss renewal options. For clarity, failure of Service Provider to contact Customer prior to the expiration of the then-current term shall not relieve Customer of its obligation to provide notice of non-renewal to Service Provider and shall not be deemed a breach of the terms of the Master Agreement.
- At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under this Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only

parties to this Quote and the Master Agreement, and that any action taken by the Service Provider Affiliates in connection with the performance of Service Provider's obligations under this Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for its Service Provider Affiliates' compliance with the applicable terms and conditions of this Quote and the Master Agreement.

- 6 The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement(s). In the event that Customer is tax exempt, it shall furnish appropriate documentation to Service Provider to demonstrate such tax exempt status. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.
- 7 This Quote may be executed in counterparts, each of which will be deemed an original but all of which together constitute one and the same instrument. An electronic signature of such will constitute execution by such signatory. In the event of any conflict between the terms of this Quote and the terms of the Master Agreement, the terms of this Quote shall control.

BY AFFIXING THE SIGNATURE OF THE AUTHORIZED REPRESENTATIVE OF CUSTOMER TO THIS QUOTE, BY HAND OR ELECTRONICALLY, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS **QUOTE** AND THE **MASTER AGREEMENT**.

**For Fountain Valley School District:**  
Print Name:

**For School Loop:**  
Print Name:

**CUSTOMER SIGNATURE**

**SERVICE PROVIDER SIGNATURE**

Does your company require a PO number indicated on the invoice?

**NO. PO IS NOT REQUIRED**

**YES. PO IS REQUIRED. PO NUMBER (If PO is not yet available, please type "TO FOLLOW").**

If PO is already available, please attach the PO here:

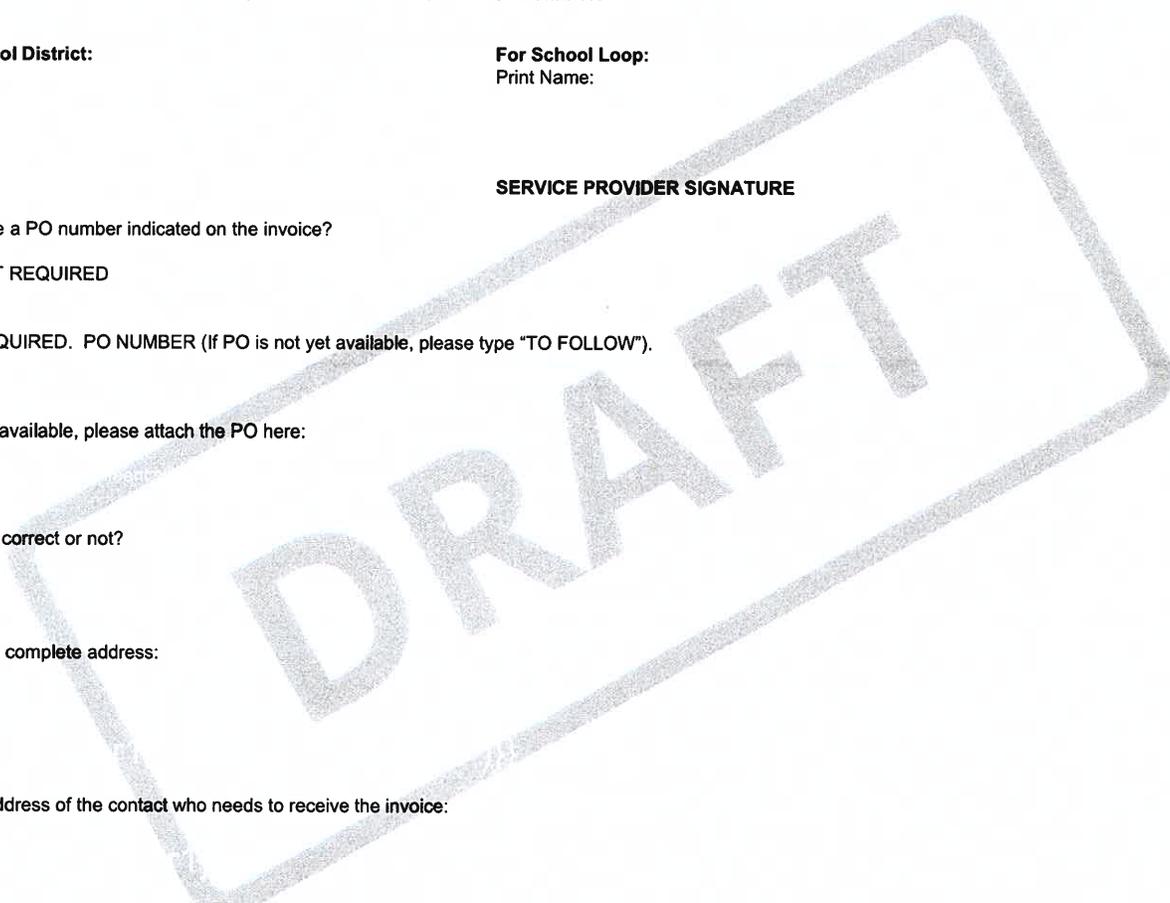
Is the bill to address above correct or not?

**YES**

**NO, Indicate the complete address:**

Please provide the email address of the contact who needs to receive the invoice:

Please provide the email address of the accounts payable contact for Invoice Status Inquiry:



# 'Software as a Service' Terms and Conditions

These 'Software as a Service' Terms and Conditions ("**SaaS Terms**") apply to the agreement entered into between the Customer (as identified on the Quote) and the Service Provider (as identified on the Quote) ("**Master Agreement**") and set forth the terms and conditions under which Service Provider will provide the Customer with access to certain applications as set forth on the Quote ("**Application(s)**") and user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the subscription of such Applications ("**Documentation**"). The Applications and the Documentation will hereinafter collectively be referred to as the "**Software**."

## 1. SUBSCRIPTION GRANT AND RIGHT OF USE

- 1.1. **Subscription Grant.** Subject to all limitations and restrictions contained herein and the Quote, Service Provider grants Customer a subscription, software as a service ('**SaaS**'), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by Service Provider as described in the Quote ("**Use**") and solely to perform those functions described in the Documentation. For clarity, an "Application" means Service Provider's proprietary software that is specifically subscribed to Customer pursuant to a Quote.
- 1.2. **Use.** Customer will have a limited right to Use the Application solely for its internal business purposes, to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Application. Customer shall not allow any website, that is not fully owned by Customer, to frame, syndicate, distribute, replicate, or copy any portion of Customer's web site that provides direct or indirect access to the Software. Unless otherwise expressly permitted in the Quote and subject to Section 1.5, Customer shall not permit any subsidiaries, affiliated companies, or third parties to access the Software.
- 1.3. **Subscription Type.** The license model for the Software is set forth in the Quote and described in the SaaS Addendum located at <http://saaslicensingaddendum.trilogy.com>. Unless otherwise specifically stated in the Quote, the type of license granted is a Named User Subscription. A "**Named User Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by a limited number of individual users, each identified by a unique user id (the "**Named User**"), the maximum number of which is specified in the Quote. Customer may designate different Named Users at any time without notice to Service Provider so long as the permitted number of Named Users is not exceeded. If the Quote identifies the scope of the subscription to be a "**Site Subscription**," a "**Site Subscription**" means that the Application subscribed to pursuant to the Quote may be Used by an unlimited number of individual users solely for the internal Use and benefit of Customer, subject to the terms of these SaaS Terms. A "**Device Subscription**" means that the Application subscribed to pursuant to the Quote may be Used on the number of devices indicated in the Quote. A "**Server Subscription**" means that the Application subscribed

to pursuant to the Quote may be Used on no more than the number of servers indicated in the Quote. The scope of any subscription other than a Named User Subscription, Site Subscription, Device Subscription, or Server Subscription must be expressly designated and defined in detail in a Quote. In no event will any of the subscriptions denoted above be construed to mean a concurrent user subscription.

- 1.4. **Additional Restrictions.** In no event will Customer disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application's operation and creating the original source code or any approximation thereof by, for example, studying the Application's behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Service Provider's Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.
  - 1.5. **Authorized Users.** Unless otherwise specifically provided in the Quote, "**Authorized Users**" will only consist of: (i) employees of Customer, and (ii) subject to Section 5 (Confidentiality), third party contractors of Customer who do not compete with Service Provider ("**Permitted Contractors**"). Permitted Contractors may Use the Software only at Customer's place of business or in the presence of Customer personnel. Customer is fully liable for the acts and omissions of Permitted Contractors under these SaaS Terms and applicable Quote. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Software.
  - 1.6. **Customer License Grant.** Customer grants to Service Provider a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer data as is reasonable or necessary for Service Provider to perform or provide the Application.
- ## 2. PAYMENT
- 2.1. **Fees.** Customer shall pay Service Provider the fees indicated on the Quote. Unless otherwise provided in a Quote, all fees are to be paid to Service Provider within

thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. If Customer has set up a direct debit, Service Provider will not debit Customer's designated account before seven (7) days have elapsed from the date of the invoice. If Customer is delinquent on a payment of fees for fifteen (15) days or more, Service Provider may suspend access to the Application. Complaints concerning invoices must be made in writing within thirty (30) days from the date of the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply.

- 2.2. **Taxes.** The subscription, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the SaaS Terms. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

### 3. HOSTING

- 3.1. **Service Availability.** Service Provider will use reasonable efforts to achieve Service Provider's availability goals described in the 'Service Level Addendum for SaaS' located at <http://saasserviceleveladdendum.trilogy.com>
- 3.2. **Support Services.** Upon payment of the relevant fees on the applicable Quote, Customer may receive certain support services for the Application pursuant to the 'Support Addendum for SaaS' located at <http://saassupportaddendum.trilogy.com>.

### 4. OWNERSHIP

- 4.1. **Reservation of Rights.** By signing the Quote,

Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Software or Service Provider materials provided to Customer. Service Provider will own all right, title, and interest in such Software and Service Provider materials, subject to any limitations associated with intellectual property rights of third parties. Service Provider reserves all rights not specifically granted herein.

- 4.2. **Marks and Publicity.** Service Provider and Customer trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**"), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Service Provider may: (i) use the Customer's name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer's statements in one or more press releases; and/or (iii) make such other use of the Customer's name and/or logo as may be agreed between the parties. Additionally, Service Provider may include Customer's name and/or logo within its list of customers for general promotional purposes. Service Provider shall comply with Customer's trademark use guidelines as such are communicated to the Service Provider in writing and Service Provider shall use the Customer's Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

### 5. CONFIDENTIALITY

- 5.1. **Definition.** "**Confidential Information**" includes all information marked pursuant to this Section and disclosed by either party, before or after the Quote Term Start Date (as identified on the Quote), and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term 'Confidential Information' does not include any personally identifiable information. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at <http://globalprivacyaddendum.trilogy.com>.
- 5.2. **Confidentiality of Software.** All Confidential Information in tangible form will be marked as "Confidential" or the like or, if intangible (e.g., orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing, the following is deemed Service Provider Confidential Information with or without such marking or written confirmation: (i) the Software and other related materials furnished by Service Provider; (ii) the oral and visual information relating to the Application; and (iii) these SaaS Terms.
- 5.3. **Exceptions.** Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv)

is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

**5.4 Ownership of Confidential Information.** Nothing in these SaaS Terms will be construed to convey any title or ownership rights to the Software or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to the Service Provider's Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

**5.4. Non-Disclosure.** Each party agrees at all times to use all reasonable efforts, but in any case no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

**5.5. Injunctive Relief.** Each party acknowledges that any unauthorized disclosure or use of the Confidential Information would cause the other party imminent irreparable injury and that such party will be entitled to, in addition to any other remedies available at law or in equity, temporary, preliminary, and permanent injunctive relief in the event the other party does not fulfill its obligations under this Section.

**5.6. Suggestions/Improvements to Software.** Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Software or other Service Provider materials provided to Customer will be owned by Service Provider, and Customer hereby agrees to assign any such rights to Service Provider. Nothing in these SaaS Terms will preclude Service Provider from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Service Provider in the performance of services hereunder.

## **6. WARRANTY**

**6.1. No Malicious Code.** To the knowledge of Service Provider, the Application does not contain any malicious

code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the provisions of these SaaS Terms. Customer must: (i) notify Service Provider promptly in writing of any nonconformance under this warranty; (ii) provide Service Provider with reasonable opportunity to remedy any nonconformance under the provisions of these SaaS Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

**6.2. Authorized Representative.** Customer and Service Provider warrant that each has the right to enter into these SaaS Terms and that these SaaS Terms and the Quotes executed hereunder will be executed by an authorized representative of each entity.

**6.3. Services Warranty.** Service Provider warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

**6.4. Disclaimer of Warranties.** ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SERVICE PROVIDER TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. SERVICE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER SERVICE PROVIDER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

**6.5. Modifications.** Notwithstanding anything to the contrary in this Section, any and all warranties under these SaaS Terms are VOID if Customer has made changes to the Software or has permitted any changes to be made other than by or with the express, written approval of Service Provider.

## **7. INDEMNIFICATION**

**7.1. Service Provider Indemnity.** Service Provider will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Application, as hosted by Service Provider to Customer, infringes a United States patent, copyright, or trade secret of a third party. Service Provider will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Service Provider. Customer may retain its own counsel at Customer's own expense.

7.2. **No Liability.** Service Provider will have no liability for any claim of infringement based on: (i) Software which has been modified by parties other than Service Provider where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Software in conjunction with data or third party software where use with such data or third party software gave rise to the infringement claim; or (iii) Customer's use of the Software outside the permitted scope of these SaaS Terms.

7.3. **Remedies.** Should the Software become, or in Service Provider's opinion is likely to become, the subject of a claim of infringement, Service Provider may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Software. Upon such termination, Customer shall cease accessing the Software and Service Provider will refund to Customer, as Customer's sole remedy for such subscription termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE APPLICATION.

7.4. **Customer Indemnity.**

Customer agrees to defend, indemnify, and hold Service Provider and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10 (Customer Obligations); (ii) Customer's gross negligence or willful misconduct; (iii) actual or alleged use of the Application in violation of these SaaS Terms or applicable law by Customer or any Authorized Users; (iv) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Service Provider by the Customer or otherwise inputted into the Application, whether by the Customer, an Authorized User or otherwise including Customer Work Product (as defined below); and/or (v) any violation by Customer or its Authorized Users, of any terms, conditions, agreements or policies of any third party service provider. "**Customer Work Product**" means that data and those forms developed or acquired by Customer for internal business purposes independent from Service Provider or the Application.

7.5. **Indemnification Procedures.** Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. **LIMITATION OF LIABILITY**

8.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT

WILL SERVICE PROVIDER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. **Disclaimer of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVICE PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3 THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. **TERM AND TERMINATION**

9.1. **Subscription Term.** The term of these SaaS Terms will continue until the termination of the last Quote. Subject to the termination rights herein, the term shall automatically renew for the same term period as the term indicated within the then-current Quote at Service Provider's then-current rates, unless Customer notifies Service Provider in writing of Customer's intent not to renew at least sixty (60) days prior to the expiration of the then-current term.

9.2. **Termination by Service Provider.** These SaaS Terms and any rights created hereunder may be terminated by Service Provider: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.3. **Termination by Customer.** These SaaS Terms may be terminated by Customer on ninety (90) days written notice to Service Provider if Service Provider fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Service Provider's receipt of Customer's notice or a longer period if Service Provider is working diligently towards a cure.

9.4. **Effect of Termination.** Upon termination of these SaaS Terms, Customer shall no longer access the Software and Customer shall not circumvent any security mechanisms contained therein.

9.5. **Other Remedies.** Termination of SaaS Terms will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these

## SaaS Terms.

### 10. CUSTOMER OBLIGATIONS

- 10.1. Customer agrees that no employees of Service Provider will be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements
- 10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Terms. Customer shall ensure that each Web site for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.
- 10.3. The Customer shall be obliged to inform its Authorized Users before the beginning of use of the Software about the rights and obligations set forth in these SaaS Terms. The Customer will be liable for any violation of obligations by its Authorized Users or by other third parties who violate obligations within the Customer's control.
- 10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.
- 10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this purpose. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.
- 10.6. Service Provider has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Service Provider reasonably believes that the Application is being used in violation of these SaaS Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Service Provider shall use commercially reasonable efforts to notify Customer prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Service Provider's servers may be unavailable to Customer during a suspension of access to the Software. Service Provider will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Service Provider determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Service Provider or its customers.
- 10.7. During the term of these SaaS Terms and for a period of two (2) years following any termination or expiration of these SaaS Terms, Customer shall maintain written records related to the use of the Software by Customer, as reasonably necessary to verify compliance with the usage terms of these SaaS Terms. Such records will be kept in accordance with Customer's records retention policy and records

retention schedule applicable thereto. Not more than once annually, and with notice of not less than 20 business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("Verification".) Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the SaaS Terms. If Verification or self-audit reveals excess use of the Software, Customer agrees to compensate Service Provider for such usage. All costs of the Verification will be borne by Service Provider, unless excess usage of 5% or more is found ("**Material Excess Usage**"). If Material Excess Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. Service Provider and any third-party involved in the Verification will use the information obtained in compliance review only to enforce Service Provider's rights and to determine Customer's compliance with the terms of the rights granted in these SaaS Terms. By invoking the rights and procedures described in this Section, Service Provider does not waive its rights to enforce other terms of these SaaS Terms, including, but not limited to, any intellectual property rights by other means as permitted by law.

### 11. MISCELLANEOUS

- 11.1. **Assignment.** Customer may not assign these SaaS Terms or otherwise transfer any right created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Service Provider. Any purported assignment of these SaaS Terms, or any rights in violation of this Section will be deemed void. Service Provider may assign these SaaS Terms, sub-contract or otherwise transfer any right or obligation under these SaaS Terms to a third party without the Customer's prior written consent.
- 11.2. **Foreign Nationals.** Customer acknowledges that Service Provider employs foreign nationals, and that these foreign national employees will work, on Service Provider's behalf, to perform its obligations and services hereunder.
- 11.3. **Affiliates and Third Parties.** At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "Service Provider Affiliates") may perform certain tasks related to Service Provider's obligations and rights under the Quote and the Master Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Quote and the Master Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Quote and the Master Agreement will not give rise to any cause of action against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and

conditions of the Quote and the Master Agreement. Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "Subcontractors") in the performance of its obligations hereunder and, for purposes of these SaaS Terms, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

- 11.4. **Technical Data.** Customer shall not provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Service Provider has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Service Provider products.
- 11.5. **Compliance with Laws.** Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.
- 11.6. **Survival.** The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms will survive termination or expiration of these SaaS Terms and any applicable license hereunder.
- 11.7. **Notices.** Any notice required under these SaaS Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Quote or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.
- 11.8. **Force Majeure.** Service Provider will not be liable to Customer for any delay or failure of Service Provider to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Service Provider. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.
- 11.9. **Restricted Rights.** Use of the Software by or for the United States Government is conditioned upon the Government agreeing that the Software is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Software, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.
- 11.10. **Entire Agreement.** These SaaS Terms together with the documents referenced herein constitute the entire agreement between the parties regarding the subject

matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. All terms respecting the subject matter of the SaaS Terms and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

- 11.11. **Modifications.** The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.
- 11.12. **Non-solicitation.** During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Service Provider without the prior written consent of Service Provider. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Service Provider for a period of one (1) year from such former employee's or Subcontractor's last date of service with Service Provider. Violation of this provision will entitle Service Provider to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.
- 11.13. **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.
- 11.14. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 11.15. **Severability and Reformation.** Each provision of these SaaS Terms is a separately enforceable provision. If any provision of these SaaS Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.
- 11.16. **Independent Contractor.** Service Provider is an independent contractor and nothing in these SaaS Terms will be deemed to make Service Provider an agent, employee, partner, or joint venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.
- 11.17. **Governing Law; Venue.** The laws of the State of Texas, USA govern the interpretation of these SaaS Terms, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these SaaS Terms. Mediation will be held in Austin, Texas, USA.
- 11.18. **Dispute Resolution.**  
Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail

as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

**Mediation.** Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms and any subsequent amendments of these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the "Dispute"), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

**Opportunity to Cure.** Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these SaaS Terms until and unless Service Provider has had an opportunity to cure any alleged breach. Customer agrees to provide Service Provider with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Service Provider to resolve the failure. Service Provider

shall have sixty (60) days from Service Provider's receipt of Customer's notice to complete the cure.

**Injunctive Relief.** The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

11.19 **Country-Specific Terms.** The country-specific provisions described in the 'Country-Specific Terms Addendum' located at <http://countryspecifictermsaddendum.trilogy.com> replace or supplement the equivalent provisions above as noted therein where the Customer is located in one of the countries identified in the Country-Specific Terms Addendum and, in any case, where the law of the jurisdiction listed in the Country-Specific Terms Addendum gets applied.



# Subscription Invoice

Website Content Management System

Invoice for

**Fountain Valley School District**

10055 Slater Avenue  
Fountain Valley, CA 92708

**Pay now by credit card**

Remit payment to

**Edlio, LLC**  
PO Box 9978  
Glendale, CA 91226

**Please note our new Remit Address above**

**Purchase Order #**

**Invoice Date** 3/23/2021

**Invoice Number** 24329

**Product Details** Website Content Management System  
6/30/2021 - 6/30/2022

<b>Fountain Valley School District</b>	<b>\$10,800.00</b>
Multimedia HD Package	\$0.00
Sponsorships	\$0.00
<b>Subaccounts (12) total</b>	<b>\$0.00</b>
Tamura Elementary School	\$0.00
Multimedia HD Package	\$0.00
FVSDConnected Elementary School	\$0.00
Multimedia HD Package	\$0.00
FVSDConnected Middle School	\$0.00
Multimedia HD Package	\$0.00
Courreges Elementary School	\$0.00
Multimedia HD Package	\$0.00
Cox Elementary School	\$0.00
Multimedia HD Package	\$0.00
Fulton Middle School	\$0.00
Multimedia HD Package	\$0.00

Gisler Elementary School	\$0.00
Multimedia HD Package	\$0.00
Masuda Middle School	\$0.00
Multimedia HD Package	\$0.00
Newland Elementary School	\$0.00
Multimedia HD Package	\$0.00
Oka Elementary School	\$0.00
Multimedia HD Package	\$0.00
Plavan Elementary School	\$0.00
Multimedia HD Package	\$0.00
Talbert Middle School	\$0.00
Multimedia HD Package	\$0.00
<b>Price Subtotal</b>	<b>\$10,800.00</b>
<b>Total Price</b>	<b>\$10,800.00</b>

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IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

# RENEWAL QUOTE

QUOTE # 2926376-0221-4  
 DATE: FEBRUARY 12, 2021

**TO:**

Jerry Gargus  
 Fountain Valley School District  
 10055 Slater Avenue  
 Fountain Valley, CA 92708

**COMMENTS OR SPECIAL INSTRUCTIONS**

PLEASE NOTE: We hope to continue with your on-site session as planned; however, we may need to conduct this training virtually based on local restrictions and/or travel guidelines at that time. We will contact you prior to the session to discuss any changes.

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Kelly Bailey	A20-2926376	June 19, 2021 – June 19, 2022	June 19, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 6,400 students, including: Grades 2-8: 5,100 students Subjects: Math, ELA, Science, and Social studies	\$96,900.00	\$96,900.00
1	Grades PK-1: 1,300 students Subjects: Math and ELA	\$18,850.00	\$18,850.00
1	IXL Live: School Edition (4.5-hour on-site workshop plus 1.5 hours of guided teacher planning time)  <i>Unlimited instructor accounts included</i>	\$3,200.00	\$3,200.00
SUBTOTAL			\$118,950.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$118,950.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to [orders@ixl.com](mailto:orders@ixl.com). Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

# Edulastic

A Snapwiz, Inc. platform  
39300 Civic Center Drive #310, Fremont, CA 94538

April 27, 2021

Jerry Gargus, Ed.D  
Director, Educational Services  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

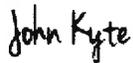
Dear Dr. Gargus,

Thank you for requesting an Edulastic renewal quote for a three year contract. This quote details costs for access to Edulastic Enterprise for a subscription from July 1, 2021 until June 30, 2024.

Three Year Implementation from July 1, 2021 until June 30, 2024	
Services	Cost
Access to the Edulastic platform for 6,300 student accounts (\$4 per student per year for three years)	\$75,600
Price reduction for a multiple year discount (10%)	-\$7,560
Analytics and reporting at school, grade, class, and student level	- included -
Technical support via email and telephone during school hours	- included -
Premium features (such as rubric based scoring, text-to-speech, calculator)	- included -
<b>Optional Services</b>	
Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student)	- optional -
Total	<b>\$68,040</b>

Thank you for being a valued customer!

Sincerely,



John Kyte  
Edulastic Partnerships  
Snapwiz, Inc.  
[john.kyte@edulastic.com](mailto:john.kyte@edulastic.com)  
925-750-8181



5281 California Avenue, Suite 300  
 Irvine CA 92617  
 949-345-8700  
 866-569-7014  
 www.mindresearch.org

Created Date 3/17/2021  
 Quote Number 00005116  
 Expiration Date 9/1/2021  
 Opportunity Owner Stacy Schaefer  
 Partnership Manager Stacy Schaefer  
 Partnership Manager Email [sschaefer@mindresearch.org](mailto:sschaefer@mindresearch.org)  
 Renewal Rep Mary Jane Smith  
 Renewal Rep Email [mjsmith@mindresearch.org](mailto:mjsmith@mindresearch.org)

Bill To FOUNTAIN VALLEY SCHOOL DIST  
 ACCOUNTS PAYABLE  
 10055 SLATER AVE  
 FOUNTAIN VLY, CA 92708

Ship To FOUNTAIN VALLEY ELEMENTARY  
 10055 SLATER AVE  
 FOUNTAIN VLY, CA 92708

Product	Quantity	Detail Description	Total Price
Renewal/Annual Service - \$4,000	4.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Self-Guided Online Courses (Asynchronous via Web Browser) - Just-in-Time Live Webinars (Instructor-Lead via WebEx) - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email  Gisler Elementary Newland Elementary Oka Elementary Urbain Plavan Elementary	USD 16,000.00
Renewal/Annual Service - \$5,000	3.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Self-Guided Online Courses (Asynchronous via Web Browser) - Just-in-Time Live Webinars (Instructor-Lead via WebEx) - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email  Courreges Elementary Cox Elementary Hisamatsu Tamura Elementary	USD 15,000.00
Subtotal			USD 31,000.00
Grand Total			USD 31,000.00

Please submit purchase orders:  
 By email: [purchaseorders@mindresearch.org](mailto:purchaseorders@mindresearch.org)  
 By Fax: 1-866-569-7014  
 You can view our technical requirements [here](#).  
 Thank you for being an ST Math partner!

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MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>



Prepared By      Mary Jane Smith  
Email              mjsmith@mindresearch.org

Please submit purchase orders:  
By email: [purchaseorders@mindresearch.org](mailto:purchaseorders@mindresearch.org)  
By Fax: 1-866-569-7014  
You can view our technical requirements [here](#).  
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>

# RENAISSANCE®

Quote  
# 2582286

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Fountain Valley School District - 274116

10055 Slater Ave

Fountain Valley, CA 92708-4712

Contact: Jerry Gargus - (714) 843-3200

Email: [gargusj@fvsd.us](mailto:gargusj@fvsd.us)

Reference ID: 479984

### Quote Summary

School Count: 4

Renaissance Products & Services Total	\$13,919.25
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$13,919.25</b>

**This quote includes: Renaissance Accelerated Reader, Renaissance Accelerated Reader 360 and Renaissance Star Reading.**

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy-policy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Fountain Valley School District - 274116
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 05/27/2021	Date:
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive David Cisneros at (715)424-3636, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

# RENAISSANCE®

Quote  
# 2582286

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

This quote is valid until 07/26/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
www.renaissance.com

## Quote Details

### Hisamatsu Tamura Elementary School - 307138

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Applications</b>					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	300	\$7.35	\$0.00	\$2,205.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Hisamatsu Tamura Elementary School Total</b>				<b>\$0.00</b>	<b>\$2,955.00</b>

### Masuda Middle School - 274118

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Applications</b>					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	225	\$7.35	\$0.00	\$1,653.75
Star Reading Subscription	09/01/2021 - 08/31/2022	225	\$5.10	\$0.00	\$1,147.50
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>Masuda Middle School Total</b>				<b>\$0.00</b>	<b>\$3,551.25</b>

### Oka Elementary School - 273284

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Applications</b>					
Accelerated Reader 360 Subscription	09/01/2021 - 08/31/2022	240	\$10.35	\$0.00	\$2,484.00
Star Reading Subscription	09/01/2021 - 08/31/2022	240	\$5.10	\$0.00	\$1,224.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00

# RENAISSANCE®

Quote  
# 2582286

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

<b>Oka Elementary School Total</b>	<b>\$0.00</b>	<b>\$4,458.00</b>
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## William T Newland Elementary School - 273270

<b>Products &amp; Services</b>	<b>Subscription Period</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Discount</b>	<b>Total</b>
<b>Applications</b>					
Accelerated Reader Subscription	09/01/2021 - 08/31/2022	300	\$7.35	\$0.00	\$2,205.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform	09/01/2021 - 08/31/2022	1	\$750.00	\$0.00	\$750.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
<b>William T Newland Elementary School Total</b>				<b>\$0.00</b>	<b>\$2,955.00</b>

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# PO Request Form

**Bill To:**

Fountain Valley School District  
Accounts Payable 10055 Slater Ave  
Fountain Valley  
CA  
92708  
United States

**Ship To:**

Fountain Valley School District  
10055 Slater Ave  
Fountain Valley  
CA  
92708-4712  
United States

**Siteimprove, Inc**

5600 West 83rd Street Suite 400  
Bloomington  
Minnesota  
55437  
United States

EIN20-3425009

Telephone: +16125455662

Email:  
accountsreceivable@siteimprove.com

## Terms & Payment Details

<b>Contract No:</b>	80717	<b>Period:</b>	07.01.2021 - 06.30.2022
<b>Billing Frequency:</b>	Annual	<b>Payment Terms:</b>	Net 30 days
<b>Billing Method:</b>	Email	<b>Payment Method:</b>	Bank Transfer

## Included Services

Subscription Services	Limit Type	Quantity
Premium Support	N/A	1
Usability	Usability Maps	10
Accessibility	Pages	2500
PDF-check of documents	PDFs	500
SEO	Pages	2500
Quality Assurance & Policy	Pages	2500
Response	Response Check Points	3

Total Subscription Fee:

6,575.00 USD

**Total Subscription Fee is exclusive of any applicable taxes**

**DO NOT PAY, This is not an invoice.**



## LICENSING AGREEMENT

This Agreement effective **July 1, 2021**, is made and entered into by **Fountain Valley Elementary School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **three (3) years** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay an **annual fee of \$2,475 for three (3) years**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
  - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
    - \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
  - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.



Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: May 27, 2021

Licensee

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

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

Fountain Valley Elementary School District



## **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2021 School Accountability Report Card, English (CDE Template)
2. 2021 School Accountability Report Card, Spanish (CDE Template)
3. 2021 School Accountability Report Card, Vietnamese (CDE Template)
4. 2021 School Plan for Student Achievement (Custom Template)
5. Others to be identified as needed.



May 27, 2021

Fountain Valley School District  
10055 Slater Ave  
Fountain Valley, CA 92708

Re: Document Tracking Services

**INVOICE #9270811**

Pursuant to the licensing agreement between Fountain Valley Elementary School District and Document Tracking Services (DTS):

**Document Tracking Services**

Document Tracking Services [7/1/21 to 6/30/24]:	\$7,425
10 schools and District = 11 sites	
License Agreement includes up to 5 documents	
Includes 10% discount for 3-year license (original fee of \$2,750), \$250 per site	

**Total Balance Due: \$7,425**

**Please Make Checks Payable To: Document Tracking Services**

**Send to:**

Aaron Tarazon, Director  
Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

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Approved Per Payment (Signature)

---

Name/Role (Printed)

9583 Heartland Place  
Rancho Cucamonga, CA 91730  
support@clearvisiontech.com  
http://www.clearvisiontech.com  
909/484-2052

**DATE: 4/16/21**  
**INVOICE #: 210981**

<b>SOLD TO:</b>
Fountain Valley Unified School District ATTN: Dr Jerry Gargus Director of Educational services 10055 Slater Ave Fountain Valley, CA 92708

<b>SHIP TO:</b>
Automatic Update www.clearvisiontech.com
3 Year Commitment has been offset by one year.

P.O.NUMBER	TERMS	REP	SHIP DATE	VIA	F.O.B.
		DFriedman	7/1/2021	Internet	

# ITEMS	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
634	RCM	Courreges ES 2020/2021 License	\$1	\$634.00
521	RCM	Gisler ES 2020/2021 License	\$1	\$521.00
702	RCM	Cox ES 2020/2021 License	\$1	\$702.00
509	RCM	Newland ES 2020/2021 License	\$1	\$509.00
500	RCM	Oka ES 2020/2021 License	\$1	\$500.00
563	RCM	Tamura ES 2020/2021 License	\$1	\$563.00
521	RCM	Plavan ES 2020/2021 License	\$1	\$521.00
1931	GRBK	RCM Gradebook License Grades 3-6	\$1	\$1,931.00
1	DISC	Commit to 3 year renewal and receive \$500 off each year 21/22, 22/23, 23/24	\$-500	\$-,500.00

Sub Total: \$5,381.00

% Sales Tax: NA

**TOTAL DUE: \$5,381.00**

**Thank you for your order!**

Please make checks payable to: **ClearVision Technologies, LLC**



## Quote Details

**Expiration date** 8/8/2021

**Prepared By** Brian Daley  
**Phone** (412) 347-8339  
**Email** bdaley@turnitin.com

**Company Address** Turnitin, LLC  
 2101 Webster St., Suite 1800  
 Oakland, CA 94612  
 US

**Quote Number** Quote-Q-485019-1  
**Institution** Fountain Valley Elementary School District

**Contact Name** Page Hertzberg  
**Phone** (714)843-3200  
**Email** hertzbergp@fvsd.us

**Bill To Name** Fountain Valley Elementary School District  
**Bill To** 10055 Slater Ave  
 Fountain Valley, CA 92708-4712  
 US

## Quotation

Product	Product Description	Quantity	Annual Price	Start Date	End Date	Total
Revision Assistant	Turnitin Revision Assistant: Instant, Formative Feedback on Student Writing	2,300	7.35	8/9/2021	8/8/2022	USD 16,905.00
			<b>Sales Tax</b>			
			<b>TOTAL</b>			USD 16,905.00

### Please Note:

Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

### Order Instructions:

To purchase or renew your Turnitin license, please email or fax your purchase order and a copy of this quote to Turnitin, LLC, at: orders@turnitin.com or (510) 764-7612

You may also contact us with your credit card information at (510) -764-7637 9am-5pm PST

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg> .

### Training:

On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to [Training Terms and Conditions](#).



**ParentSquare Inc.**  
 PO BOX 841604  
 Los Angeles, CA 90084  
 (888) 8052526834  
 billing@parentsquare.com  
 http://www.parentsquare.com

## Estimate

**ADDRESS**

Fountain Valley School  
 District  
 10055 Slater Avenue  
 Fountain Valley, CA  
 92708-3405

**ESTIMATE #** 1210  
**DATE** 05/26/2021

ACTIVITY	QTY	RATE	AMOUNT
<b>ParentSquare Engagement Platform            Subscription</b> ParentSquare Annual Subscription (7/1/2021-06/30/2022)	6,156	3.80	23,392.80

Estimate created based on order form / contract attached, and currently listed student count.

**TOTAL** **\$23,392.80**

Accepted By

Accepted Date



Zoom Video Communications Inc.  
55 Almaden Blvd, 6<sup>th</sup> Floor  
San Jose, CA 95113

Invoice Date: 04/03/2021  
Invoice #: INV78108890  
Payment Terms: Net 30  
Due Date: 05/03/2021  
Account Number: 54617545  
Currency: USD  
Account Information: Fountain Valley School District  
10055 Slater Ave.,  
Fountain Valley, California 92708  
United States  
(+1) 7148433299  
sadeghp@fvsd.us

For ACH and Wire Transfer payment:  
Account Name: Zoom Video Communications, Inc.  
Bank Name: Wells Fargo Bank  
Account Number: 3088920149  
Routing Number(WT): 121000248  
Routing Number(ACH): 121042882  
SWIFT Code: WFBUS6S

OR send check payment to:  
Zoom Video Communications Inc.  
PO BOX 398843  
San Francisco, CA  
94139-8843

Remittance Details should be sent to:  
Finance@zoom.us

Purchase Order Number:

Tax Exempt Certificate ID:

[Zoom W-9](#)

[Question about your Billing?](#)

CHARGE DETAILS

Charge Description	Service Period	Subtotal	Tax	TOTAL
<b>Charge Name: Education Annual</b> Quantity: 500 Unit Price: \$36.00	04/03/2021-04/02/2022	\$18,000.00	\$0.00	\$18,000.00
<b>Charge Name: Webinar 500 Annual</b> Quantity: 1 Unit Price: \$0.00	04/03/2021-04/02/2022	\$0.00	\$0.00	\$0.00

INVOICE TOTALS

	<b>Subtotal:</b>	\$18,000.00
	<b>Total (Including Tax):</b>	\$18,000.00



INVOICE

	<b>Invoice Balance:</b>	\$18,000.00
--	-------------------------	-------------

TAX DETAILS				
Charge Name	Tax Name	Jurisdiction	Charge Amount	Tax Amount
			<b>Total Tax</b>	<b>\$0.00</b>

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.



# Houghton Mifflin Harcourt

Proposal  
Prepared For  
**Fountain Valley School District**

Attention:  
Jerry Gargus  
gargusj@fvsd.us

For the Purchase of:

## **\*Reading Inventory Subscription Package 3 Yr**

Prepared By  
Carolyn Minear  
carolyn.minear@hnhco.com

**Please submit this proposal with your purchase order.**

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



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us

**HMH Confidential and Proprietary**

Intervention Solutions Group  
255 38th Avenue, Suite L  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com

**Fountain Valley School District  
\*Reading Inventory Subscription Package 3 Yr**

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Reading Inventory Student Subscription Package</b>						
6001574 9780545660952	Reading Inventory Student Subscription 3 Years	\$ 14.85	1,000	\$14,850.00		\$14,850.00
<b>Total for Student Subscription Package</b>						
<b>Total for Reading Inventory</b>				<b>\$14,850.00</b>		

Term dates: 8/1/20 - 7/31/21

<b>Total Savings:</b>	<b>\$0.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$14,850.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$14,850.00</b>



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us

HMH Confidential and Proprietary

Intervention Solutions Group  
255 38th Avenue, Suite L  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com

Proposal for  
**Fountain Valley School District**  
**\*Reading Inventory Subscription Package 3**  
**Yr**

**Total Cost of Proposal (PO Amount): \$14,850.00**

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

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

· Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**

Fountain Valley School District

**Sold to:**

Fountain Valley School District

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

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

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

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

Date of Proposal: 6/2/2020

Proposal Expiration Date: 8/31/2020



**Houghton Mifflin Harcourt**



**Houghton Mifflin Harcourt**

Attention:  
Jerry Gargus  
gargusj@fvsd.us

Intervention Solutions Group  
255 38th Avenue, Suite L  
FAX: 800-724-4716  
InterventionSolutionsOrders@hnhco.com

**HMH Confidential and Proprietary**



Fountain Valley School District  
Business Services Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT  
COMMITTEE'S 2020-2021 ANNUAL REPORT**  
DATE: June 18, 2021

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**Background:**

One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. The 2020-2021 Measure O Citizen's Bond Oversight Committee Annual Report includes information regarding committee members, meeting dates, committee activities, project updates and the committee's conclusion.

**Fiscal Impact:**

In 2016, the Fountain Valley School District community approved Measure O, authorizing the sale of \$63 million in General Obligation Bonds. The Citizen's Bond Oversight Committee is tasked with the oversight of expenditures of these funds

**Recommendation:**

It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2020-2021 Annual Report.



# **FOUNTAIN VALLEY SCHOOL DISTRICT**

## **MEASURE O CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT FOR 2020/2021 FISCAL YEAR EXPENDITURES & COMMITTEE ACTIVITIES**

**June 24, 2021**

**Submitted to the Fountain Valley School District Board of Trustees**

**Mrs. Sandra Crandall, President  
Mrs. Lisa Schultz, Pro-Tem  
Mr. Jim Cunneen, Clerk  
Mrs. Jeanne Galindo, Member  
Mr. Steven Schultz, Member**

**Measure O Committee Members:**

**Judy Edwards, Chairperson  
David Albert, Member  
Brad Gaston, Member  
Bonnie Hanson, Member  
Glenn Kubota, Member  
Amy Nguyen, Member  
Joni Trendera, Member  
Janice Vuong, Member  
Connie Wadsley, Member  
Jennifer Weimer, Member**

## **PURPOSE OF THE COMMITTEE**

The voters of the Fountain Valley School District approved a \$63 million bond measure with 63.2% YES vote on November 8, 2016. The proceeds of the bonds are intended to be used to repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems; upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science, and technology; and improve student safety and campus security.

As set forth in Prop 39, the purpose of the Measure O Citizens' Bond Oversight Committee ("CBOC") is to review and report on the proper expenditure of taxpayers' money for school construction on the Measure O bond projects.

## **COMMITTEE'S ACTIVITIES**

For Fiscal Year 2020/2021, the CBOC conducted quarterly meetings, which included review of facilities projects and project expenditures. Due to the pandemic, three of the meetings were held via Zoom, however the fourth meeting was held at Gisler Elementary School to familiarize the CBOC with Measure O project construction progress:

August 24, 2020, Via Zoom

December 7, 2020, Via Zoom

March 1, 2021, Via Zoom

June 7, 2021, Gisler Elementary School

In accordance with the provisions of the Ralph M. Brown Public Act, the committee conducts meetings for the public's attendance and participation. Meeting agendas and notices are sent to committee members and posted within the required period of time. Notices are posted at the Fountain Valley School District's Office and the District's website. Meeting notices, agenda, minutes, and all other documents received by the committee are a matter of public record and are available on the Fountain Valley School District's website.

District Staff presented financial reports, communications, project, and program updates at each meeting of the CBOC. Handouts were distributed at the meetings and subsequently posted to the District's Measure O CBOC web page.

## **AUDIT FINDINGS**

In addition, on March 1, 2021, the CBOC received the annual Financial and Performance Audit reports for the 2019/2020 Fiscal Year. There were no findings reported for the Measure O financial statements. It was also concluded that the District properly accounted for the expenditures in the building fund and expenditures were made for authorized Bond projects.

## **MEASURE O PROJECT UPDATE**

As was shared in a previous annual report, the first phase of the Measure O project, Courreges Elementary School and Masuda Middle School was completed in the summer of 2019. The second phase of construction included Cox Elementary, Tamura Elementary and Fulton Middle School. Work on these schools was completed in summer of 2020.

The third phase of construction began in summer of 2020 and includes Gisler Elementary School and Talbert Middle School.

**Gisler Elementary School:** The installation of HVAC and modernization work are complete and all teachers have moved back into their classrooms. Final work will be complete by the end of summer.





**Talbert Middle School:** The HVAC installation, roof replacement, and classroom upgrades are nearly complete and the last group of teachers will be moved back into their rooms at the end of June. Work on buildings D and E will be completed at the end of the summer 2021.





Phase 4 schools, Oka Elementary and Newland Elementary began construction in June of 2021. Work is progressing well and is expected to be completed in the summer of 2022.

Work on the Phase 5 School, Plavan Elementary is scheduled to begin in the summer of 2022. The initial plans for Plavan has begun.

#### **COMMITTEE'S CONCLUSION**

The Measure O Citizens' Bond Oversight Committee is pleased to inform the public, and the Fountain Valley School District Board of Trustees, that, as in the previous three years, the District continues to be in compliance with Article XIII A, section 1(b)(3) of the California Constitution. The current projects are authorized under Measure O and bond proceeds have been expended in accordance with the ballot measure. Additional information, including meeting agendas, minutes, and handouts are available on the District website:

<https://www.fvsd.us/apps/pages/MeasureO-CBOC>.



Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **Williams Uniform Complaint Quarterly Report  
(Quarter #4: April 1 – June 30, 2021)**  
DATE: June 18, 2021

---

**Background:**

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: April 1 through June 30, 2021

The District received no complaints in any of the categories.

**Recommendation:**

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the fourth quarter of the 2020-21 year and approves its submittal to the Orange County Department of Education.



Orange County Department of Education  
Educational Services Division

**Williams Settlement Legislation  
Quarterly Report of Uniform Complaints  
2020-21**

**District:** Fountain Valley School District

**District Contact:** Mark Johnson, Ed.D.

**Title:** Superintendent

- |                                     |            |                               |                                       |
|-------------------------------------|------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/>            | Quarter #1 | July 1 – September 30, 2020   | <b>Report due by October 30, 2020</b> |
| <input type="checkbox"/>            | Quarter #2 | October 1 – December 31, 2020 | <b>Report due by January 29, 2021</b> |
| <input type="checkbox"/>            | Quarter #3 | January 1 – March 31, 2021    | <b>Report due by April 30, 2021</b>   |
| <input checked="" type="checkbox"/> | Quarter #4 | April 1 – June 30, 2021       | <b>Report due by July 30, 2021</b>    |

**Check the box that applies:**

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancies or Missassignments	0	0	0
Facility Conditions	0	0	0
TOTALS	0	0	0

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: \_\_\_\_\_ Date: 6/24/21

**Please submit to:**

Orange County Department of Education  
P.O. Box 9050, Costa Mesa, CA 92628-9050  
Attention: Alicia Gonzalez, Sr. Administrative Assistant/Redhill Site

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371



Fountain Valley School District  
Educational Services  
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees  
FROM: Mona Green, Director  
SUBJECT: **SCHOOLCARE WORKS BY PROCARE SOFTWARE SERVICE  
AGREEMENT FOR THE 2021-2022 SCHOOL YEAR**  
DATE: June 18, 2021

---

**Background:**

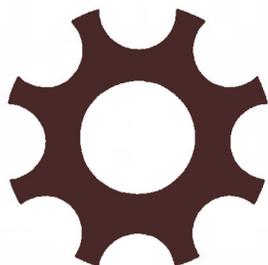
SchoolCare Works software will allow us to continue to process online registration, tuition payment and fee collection, in addition to contactless sign in/out for parents, employee sign in/out as well as utilize the application on a cell phone or tablet. This improved software solution will be more user friendly for our parents as well as the staff in the Child Care Office and at the sites.

**Fiscal Impact:**

\$490 Monthly, which includes a 50% discount due to our longevity with our previous company EZ Care who was bought by Procare Solutions in 2021.

**Recommendation:**

It is recommended that the Board of Trustees approves the Service Agreement between Procare Solutions/Cirrus Group LLC and the Fountain Valley School District for the school year 2021-2022.



# SchoolCare™

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## WORKS

a procare solution

### STATEMENT OF WORK – ORDER FORM

This Order Form is executed pursuant to and governed by the Cirrus Group LLC Master Services Agreement (the "Agreement") setting forth the legal terms and conditions for use of Cirrus Group LLC's *SchoolCare Works*, *RecCare Works* and *DayCare Works* Platforms and related Services.

Company Address 1 West Main St., Ste 201  
Medford, Oregon 97501  
United States

Created Date 6/3/2021  
Quote Number 00013991

Prepared By Chad Koenig  
Email cmkoenig@procaresoftware.com

Contact Name Jill Martin

Bill To Name Fountain Valley School District  
Bill To 10055 Slater Ave  
Fountain Valley, California 92708  
United States

Ship To Name Fountain Valley School District  
Ship To 10055 Slater Avenue  
Fountain Valley, California 92708  
United States

Quote To United States

Additional To United States

Product	List Price	Sales Price	Quantity	Discount	Total Price
SchoolCare Works Provider	\$70.00	\$70.00	14.00	50.00%	\$490.00

Subtotal \$980.00  
Discount 50.00%  
Total Price \$490.00  
Grand Total \$490.00

### Terms

#### Platform Description

**SchoolCare Works** Platform contains the following modules:

**Provider Edition:** The main application delivering center management, staff management, program management, customer/student management, subsidy management, reporting, data entry and billing.

**Works API:** Application Programming Interface for direct data access to and from the Platform. Used for 3<sup>rd</sup> party application and external data warehouse integrations.

**InSite Provider\*:** Touch screen/Tablet application available on the Android and Apple marketplaces used for center, classroom, student and staff point of service administration.

**Connect Edition:** Portal for Family, Staff and Vendor access. This includes online scheduling, profile management, online statements, online payments (requires an integration with payment gateway), announcements, change requests, and registrations.

**InSite Select\*:** Touch screen/Tablet application available on the Android and Apple marketplaces that includes PIN based check in/out for Families and Staff, communications and attendance tracking.

**InSite Connect\*:** A smart phone and mobile device application available on the Android and Apple marketplaces used for real-time communications, profile management, scheduling, payments, etc.

THANK YOU FOR YOUR BUSINESS!





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 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FOUNTAIN VALLEY CHAPTER 358**  
DATE: June 18, 2021

---

**Background:**

Fountain Valley School District and California Schools Employee Association and its Fountain Valley Chapter 358 entered into a Memorandum of Understanding for the 2021-2022 school year to increase the hours of Transitional Kindergarten and Kindergarten Instructional Assistants, and Elementary and Middle School Library Media Technicians by five (5) hours per week for the 2021-2022 school year only.

The Memorandum of Understanding is for will expire automatically on June 30, 2022.

**Fiscal Impact:**

The cost of the increase in hours for the Instructional Assistants and Library Media Technicians 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 California School Employees Association and its Fountain Valley Chapter 358.

**Memorandum of Understanding**  
**Fountain Valley School District**  
**And**  
**California School Employees Association and its Fountain Valley Chapter #358**  
**May 24, 2021**

The Fountain Valley School District (FVSD) and California School Employees Association and its Fountain Valley Chapter #358 agree to the following:

1. An increase in the hours of Transitional Kindergarten Instructional Assistants and Kindergarten Instructional Assistants from 12.5 hours a week to 17.5 hours a week for the 2021-2022 school year to provide support to TK, Kindergarten and 1<sup>st</sup> grade students.
2. An increase in the hours of Elementary Library Media Technician from 15 hours a week to 20 hours a week for the 2021-2022 school year.
3. An increase in the hours of Middle School Library Media Technician from 20 hours to 25 hours a week for the 2021-2022 school year.
4. The increase in hours are temporary and this Memorandum of Understanding will expire automatically on June 30, 2022.



Gordon Llanos, CSEA President

5-24-21

Date



Cathie Abdel, Assistant Superintendent, Personnel

5/24/21

Date



Amy Gonzales, CSEA LRR

5-24-21

Date



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **PROFESSIONAL DEVELOPMENT BY DISCOVERY EDUCATION  
FOR FVSD ELEMENTARY SCHOOLS GRADES TK-5**  
DATE: June 24, 2021

---

**Background:**

In December of 2020 the Board adopted TK-5 Science Materials and Curriculum from Discovery Education. In order to continue the high quality of science instruction, with a continued focus on NGSS, Next Generation Science Standards, teachers will have the opportunity to participate in this subject specific professional development.

Trainings will take place on Staff Development days of September 2, 2021, November 5, 2021 and in August to prepare for the 2021-2022 school year.

**Fiscal Impact:**

The total cost is \$22,000 which includes forty-eight hours plus four complimentary hours.

**Recommendation:**

It is recommended that the Board of Trustees approves the Discovery Education TK-5<sup>th</sup> grade science professional development contract.



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:** **Resolution 2022-05 Temporary Inter-Fund Transfers from Fund 40 in 2021-22 Fiscal Year**  
**DATE:** June 14, 2021

---

**Background:**

Due to the timing of when State Apportionments are received throughout the 2021-22 school year, it may be necessary for cash flow purposes that the District completes a temporary transfer from Fund 40 into any fund with a negative balance. The amount of this borrowing is not to exceed \$4,000,000. In accordance with Education Code 42603, any transfer shall be repaid by the close of the fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year end.

**Recommendation:**

It is recommended that the Board of Trustees adopts **RESOLUTION 2022-05**, allowing the temporary inter-fund transfer of funds from Fund 40 in the 2021-22 fiscal year.

**RESOLUTION NO. 2022-05**  
**of the**  
**BOARD OF TRUSTEES**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF  
SPECIAL OR RESTRICTED FUND MONIES**

WHEREAS, the governing board of any school may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by education code section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, no more than 75 percent of the maximum of monies held in any fund or account during a current fiscal year may be transferred; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Fountain Valley School District, in accordance with the provisions of Education Code Section 42603 authorizes the Administration to make temporary transfers to cover payment of obligations from any fund or account.

PASSED AND ADOPTED this 24<sup>th</sup> day of June, 2021.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Trustees  
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:** **Resolution 2022-06 – Resolution to Designate the Observance of Lincoln Day  
Holiday on February 14, 2022**  
**DATE:** June 14, 2021

---

**Background:**

The current District calendar designates Monday, February 14, 2022 as the Lincoln Birthday Holiday. Per Education Code 37220(a) the holiday known as "Lincoln Day" is normally observed on the Monday or Friday of the week in which February 12 occurs. Education Code 37220(e) allows for Governing Boards by Resolution to revise the date upon which the schools of the district close in observance of any of the holidays identified in subdivision (a) except Veteran's Day.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Education adopts Resolution 2022-06 designating the observance of Lincoln Day on February 14, 2022.

**RESOLUTION NO. 2022-06**  
**of the**  
**BOARD OF TRUSTEES**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION TO DESIGNATE THE OBSERVANCE OF  
LINCOLN DAY ON FEBRUARY 14, 2022**

WHEREAS, it is necessary for the Board to designate by resolution that the Lincoln Birthday holiday be observed on February 14, 2022; and

WHEREAS, the holiday known as “Lincoln Day” is normally observed on the Monday or Friday of the week in accordance with Education Code 37220 (a); and

WHEREAS, Education Code 37220(e) allows for Governing Boards by Resolution to revise the date upon which the schools of the district close in observance of any of the holidays identified in subdivision (a) except Veteran’s Day;

THEREFORE, BE IT RESOLVED, that the Governing Board of the Fountain Valley School District will observe Lincoln Day on February 14, 2022.

PASSED AND ADOPTED this 24<sup>th</sup> day of June, 2021.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Trustees  
Fountain Valley School District



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: **2021-22 Mandate Block Grant**  
DATE: June 14, 2021

---

**Background:**

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

The District has elected to participate in the Mandate Block Grant program in each of the last nine years. The adopted state budget for 2021-22 includes a Mandated Block Grant allocation of \$32.79 per ADA of unrestricted funding for Elementary School Districts during the fiscal year. This equates to approximately \$195,789 for the District.

**Recommendation:**

It is recommended that the Fountain Valley School District elects Block Grant funding effective for the 2021-22 fiscal year and authorizes the Superintendent or his designee to sign all documents.



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **Approval of Orange County Department of Education PowerSchool  
and Electronic Document Management System Agreements**  
DATE: June 14, 2021

---

**Background:**

***Business-Plus System Support Agreement #51655***

The Orange County Department of Education (OCDE) provides professional services for the operation of the PowerSchool BusinessPLUS system, including on-going training, support services and software enhancements. Services include basic financial /budget, school site finance, stores inventory and fixed assets systems. The cost of this agreement for the 2021-22 school year is \$60,000, unchanged from 2020-21.

***Human Resources Application Agreement #46315 Amendment #3***

The Orange County Department of Education (OCDE) provides system as well as software support for the District's PowerSchool Human Resources System package. The cost for the 2021-22 school year is \$35,000, also unchanged from 2020-21.

***Electronic Document Management System Agreement #51510***

The Orange County Department of Education (OCDE) provides an electronic document management system, including software support services for the District's imaging, scanning and workflow needs. The service allows us to decrease dependency on hard copies of documents and improve efficiency in document retention, storage and retrieval. The cost for the 2021-22 school year is \$4,000, an increase of \$500 from 2020-21.

**Recommendation**

It is recommended that the Board approves Agreement 51655 "BusinessPLUS System Support", Agreement 46315 – Amendment #3 "Human Resources Application" and Agreement 51510 "Electronic Document Management" with the Orange County Department of Education and authorizes the Superintendent or designee to sign all documents.

2 FOUNTAIN VALLEY SCHOOL DISTRICT  
3 BUSINESS-PLUS SYSTEM SUPPORT  
4 AND SOFTWARE SUPPORT SERVICE AGREEMENT

5 This AGREEMENT is hereby made and entered into this 1st day of  
6 July, 2021, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred  
8 to as SUPERINTENDENT, and the Fountain Valley School District, 10055  
9 Slater Avenue, Fountain Valley, California 92708, hereinafter referred  
10 to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively  
11 referred to as the Parties.

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

13 1.0 BASIS OF AGREEMENT. The SUPERINTENDENT will provide professional  
14 services for the operation of the Business-Plus System, including on-  
15 going training services for present and future employees, future  
16 Business-Plus software enhancements and support services. Services  
17 will include Basic Financial/Budget, School Site Finance, Stores  
18 Inventory and Fixed Asset systems.

19 2.0 NETWORK INFRASTRUCTURE. The network standard protocol is TCP/IP.  
20 Each DISTRICT site that uses the Business-Plus System must have a Local  
21 Area Network connected via the DISTRICT office. DISTRICT will, at  
22 DISTRICT'S expense, connect to SUPERINTENDENT'S County-wide computer  
23 network via high speed data circuit and data communication devices for  
24 the services set forth in this AGREEMENT. DISTRICT costs associated  
25 with connectivity will be invoiced separately according to the terms  
of the DISTRICT'S Intranet Network Support Service Agreement with  
SUPERINTENDENT. DISTRICT will access Business-Plus System software

1 from DISTRICT desktop computers through the DISTRICT'S LAN and from  
2 similar desktop computers located at each of the DISTRICT'S school  
3 sites.

4 3.0 ANNUAL SOFTWARE SUPPORT SERVICES

5 A. SUPERINTENDENT agrees to provide DISTRICT access to and  
6 application of Business-Plus System services via a leased high speed  
7 data circuit to the SUPERINTENDENT'S Business-Plus server  
8 infrastructure located at 200 Kalmus Drive, Costa Mesa, California  
9 92626. DISTRICT will be responsible for the recurring cost of the  
10 leased high speed data circuit. DISTRICT shall have the ability to  
11 use the following Budget/Finance System services:

- 12 Basic Financial/Budget
- 13 School Site Finance
- 14 Stores Inventory
- 15 Fixed Assets

16 B. The DISTRICT shall be entitled to ongoing software support  
17 and assistance during normal business hours, provided however, that  
18 the availability or performance of this software support service shall  
19 not be construed as altering or affecting SUPERINTENDENT'S obligations  
20 as set forth in this AGREEMENT. SUPERINTENDENT'S technical support via  
21 telephone shall be provided to DISTRICT without charge Monday through  
22 Friday from 8:00 a.m. - 5:00 p.m., excluding SUPERINTENDENT'S holidays.

23 C. SUPERINTENDENT may, upon mutual agreement of the parties,  
24 provide other services which may include but not be limited to: special  
25 reporting and other software assistance. The DISTRICT shall pay

1 SUPERINTENDENT for such additional services at a rate mutually agreed  
2 between the parties.

3 4.0 TERM. The term of the annual software support services portion of  
4 this AGREEMENT shall be for one (1) year commencing July 1, 2021 and  
5 ending June 30, 2022. This AGREEMENT shall automatically be renewed  
6 annually, unless DISTRICT gives written notice to SUPERINTENDENT six  
7 (6) months prior to the end of each one (1) year renewal period. In no  
8 event shall this AGREEMENT exceed a five (5) year period, and shall  
9 terminate by its own terms on June 30, 2026.

10 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Sixty  
11 thousand dollars (\$60,000.00) for annual software support service fees  
12 for fiscal year 2021-2022. Annual software support service fees due  
13 for each fiscal year shall be paid by DISTRICT on or before August 1st  
14 of that fiscal year upon receipt of an itemized invoice from  
15 SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service  
16 charges annually, for possible upward or downward adjustments, based  
17 on SUPERINTENDENT'S actual costs to support Business-Plus software.  
18 SUPERINTENDENT will provide DISTRICT written notice of the annual  
19 software support service fees due for the renewal period ninety (90)  
20 days prior to the end of each renewal period.

21 6.0 EQUIPMENT/SOFTWARE REQUIREMENTS. The Business-Plus System  
22 supports the use of computers running Windows 7 or higher. In order  
23 to access Business-Plus, each DISTRICT computer on the network will  
24 require Internet Explorer. A list of supported versions of Internet  
25 Explorer may be obtained by contacting SUPERINTENDENT'S Information  
Technology Division. Additionally, each DISTRICT computer will require

1 a terminal emulator software license to access Business-Plus software  
2 until such time as all districts are implemented onto the Windows based  
3 version of the product. Technical support for terminal emulation  
4 software will be available during SUPERINTENDENT'S normal business  
5 hours. All printing requirements for the Business-Plus System will  
6 take place at the DISTRICT, except vendor checks that will be printed  
7 at SUPERINTENDENT'S offices.

8 7.0 DATA MIGRATION. If DISTRICT desires any data migrations from its  
9 present system into SUPERINTENDENT'S Business-Plus System, it will be  
10 necessary for the DISTRICT to submit this data in a flat file format  
11 according to specifications provided by SUPERINTENDENT'S Information  
12 Technology Division. Coordination meetings between DISTRICT and  
13 SUPERINTENDENT'S staff will be necessary to work out the migration  
14 details. In the event that it proves impractical to successfully  
15 accomplish any of the migrations, it may be necessary for DISTRICT'S  
16 staff to enter in test and/or production data to complete the conversion  
17 to the Business-Plus System.

18 8.0 TRAINING. SUPERINTENDENT will provide on-going training services  
19 for present and future employees as determined by SUPERINTENDENT and  
20 DISTRICT to assist DISTRICT personnel in the use and operation of the  
21 software to enable DISTRICT to make optimum use of the Business-PLUS  
22 System. Training will be scheduled in advance and DISTRICT will be  
23 notified of schedule. Training will be provided at SUPERINTENDENT'S  
24 training lab between the hours of 8:30 a.m. and 4:30 p.m. Monday through  
25 Friday, excluding SUPERINTENDENT'S holidays.

1 9.0 FUTURE MODULES/OPTIONS. SUPERINTENDENT may offer additional  
2 Business-Plus modules and optional services in the future. Each new  
3 capacity may have an additional charge. Proposals will be provided  
4 upon DISTRICT request and availability.

5 10.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall  
6 be an independent contractor and shall be wholly responsible for the  
7 manner in which the services required by the terms of this AGREEMENT  
8 are performed. Nothing herein contained shall be construed as creating  
9 the relationship of employer and employee, or principal and agent,  
10 between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the  
11 responsibility for the acts of its employees or agents as they relate  
12 to the services to be provided. SUPERINTENDENT, its officers, agents,  
13 and employees, shall not be entitled to any rights, and/or privileges  
14 of DISTRICT'S employees and shall not be considered in any manner to  
15 be DISTRICT'S employees.

16 11.0 HOLD HARMLESS

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

25 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless  
SUPERINTENDENT, the Orange County Board of Education, and its officers,

1 agents, and employees from liability and claims of liability for bodily  
2 injury, personal injury, sickness, disease, or death of any person or  
3 persons, or damage to any property, real, personal, tangible or  
4 intangible, arising out of the negligent acts or omissions of employees,  
5 agents or officers of DISTRICT during the period of this AGREEMENT.

6 12.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they  
7 will not engage in unlawful discrimination because of race, color,  
8 religious creed, national origin, ancestry, physical handicap, medical  
9 condition, marital status, or sex of such persons.

10 13.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with  
11 all federal, state and local laws, rules and regulations and ordinances  
12 that are now or may in the future become applicable to SUPERINTENDENT  
13 or DISTRICT'S business, equipment and personnel engaged in operations  
14 covered by this AGREEMENT or occurring out of the performance of such  
15 operations.

16 14.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or  
17 assign the performance of any of the services in this AGREEMENT without  
18 prior written approval of the other party.

19 15.0 TOBACCO USE POLICY. In the interest of public health, the  
20 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
21 use of any tobacco products are prohibited in buildings and vehicles,  
22 and on any property owned, leased or contracted for by the  
23 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
24 abide with conditions of this policy could result in the termination  
25 of this AGREEMENT.

1 16.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this  
2 AGREEMENT with or without cause, upon the giving of six (6) months  
3 prior written notice to the other party. Notification must be given  
4 six (6) months prior to the end of each renewal period.

5 17.0 NOTICES. All notices or demands to be given under this AGREEMENT  
6 by either party to the other shall be in writing and given by: i)  
7 Personal service, or ii) U.S. Mail, mailed either by registered or  
8 certified mail, return receipt requested, with postage prepaid.  
9 Service shall be considered given when received if personally served  
10 or, if mailed, on the third (3rd) day after deposit in any U.S. Post  
11 Office. The address to which notices or demands may be given by either  
12 party may be changed by written notice given in accordance with the  
13 notice provisions of this section. As of the date of this AGREEMENT  
14 the addresses of the parties are as follows:

15 DISTRICT: Fountain Valley School District  
16 10055 Slater Avenue  
17 Fountain Valley, California 92708  
18 Attn: \_\_\_\_\_

19 SUPERINTENDENT: Orange County Superintendent of Schools  
20 200 Kalmus Drive  
21 Costa Mesa, California 92626  
22 Attn: Patricia McCaughey

23 18.0 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 19.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall  
2 be governed by the laws of the State of California, with venue in  
3 Orange County, California.

4 20.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
5 attached hereto constitute the entire agreement between SUPERINTENDENT  
6 and DISTRICT regarding the services and any agreement made shall be  
7 ineffective to modify this AGREEMENT in whole or in part unless such  
8 agreement is embodied in an Amendment to this AGREEMENT which has been  
9 signed by both Parties. This AGREEMENT supersedes all prior  
10 negotiations, understandings, representations and agreements.

11 IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT  
12 to be executed.

13 DISTRICT: FOUNTAIN VALLEY SCHOOL  
14 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

BY:   
Authorized Signature

16 PRINT NAME: \_\_\_\_\_

PRINT NAME: Patricia McCaughey

17 TITLE: \_\_\_\_\_

TITLE: Administrator

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

DATE: May 24, 2021

19 Fountain Valley SD-BusinessPlus(51655)2021-2026  
20 ZIP5

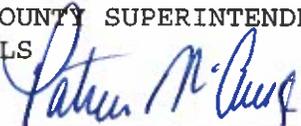
2 AMENDMENT #3  
3 FOUNTAIN VALLEY SCHOOL DISTRICT  
4 HUMAN RESOURCES APPLICATION  
5 SOFTWARE SUPPORT SERVICE AGREEMENT

6 The AGREEMENT entered into July 1, 2018, by and between the Orange  
7 County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa,  
8 California 92628, hereinafter referred to as SUPERINTENDENT, and  
9 Fountain Valley School District, 10055 Slater Avenue, Fountain Valley,  
10 California 92708, hereinafter referred to as DISTRICT, is hereby  
11 further amended as follows:

12 1.0 Section 5.0 PAYMENT shall be amended to read: DISTRICT agrees to  
13 pay SUPERINTENDENT the sum of Thirty-five thousand dollars (\$35,000.00)  
14 for SUPERINTENDENT'S Human Resources Application annual software  
15 support service fees for fiscal year 2021-2022. Annual software support  
16 service fees due for each fiscal year shall be paid by DISTRICT on or  
17 before August 1st of that fiscal year upon receipt of an itemized  
18 invoice from SUPERINTENDENT. Annual Human Resources Application  
19 software support service fees will be evaluated annually for possible  
20 upward or downward adjustments. SUPERINTENDENT will provide DISTRICT  
21 written notice of the annual Human Resources Application software  
22 support service fees due for the renewal period ninety (90) days prior  
23 to the end of each renewal period. Renewal fees shall be based on the  
24 actual costs incurred by SUPERINTENDENT to support the Human Resources  
25 Application software.

1 2.0 Except as expressly herein amended, including any amendments  
2 thereto, said AGREEMENT shall in all respects be and remain in full  
3 force and effect.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5	DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
6	BY: _____	BY:  _____
7	Authorized Signature	Authorized Signature
8	PRINT NAME: _____	PRINT NAME: Patricia McCaughey
9	TITLE: _____	TITLE: Administrator
10	DATE: _____	DATE: May 24, 2021

11  
12 Fountain Valley SD-Human Resources Application-Amendment #3(46315)2021-2022  
13 ZIP5

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

This AGREEMENT is hereby made and entered into this 1st day of July, 2021, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92628, hereinafter referred to as SUPERINTENDENT, and the Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

1.0 BASIS OF AGREEMENT

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

2.0 USE

SUPERINTENDENT grants DISTRICT a non-exclusive, non-assignable limited license to the imaging/scanning/workflow system software solely for use by DISTRICT internally, and only for workflow, capturing, storing,

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

5 3.0 NETWORK INFRASTRUCTURE

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

17 4.0 ANNUAL SOFTWARE SUPPORT SERVICES

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

22 B. The DISTRICT shall be entitled to ongoing software support  
23 and assistance during normal business hours, provided however, that the  
24 availability or performance of this software support service shall not  
25 be construed as altering or affecting SUPERINTENDENT'S obligations as  
set forth in this AGREEMENT. SUPERINTENDENT'S technical support via  
telephone shall be provided to DISTRICT without charge Monday through

1 Friday from 8:00 a.m. - 5:00 p.m., excluding SUPERINTENDENT'S holidays.

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

7 5.0 TERM

8 The term of this AGREEMENT shall commence beginning July 1, 2021 and  
9 ending June 30, 2022, subject to termination as set forth in this  
10 AGREEMENT.

11 6.0 PAYMENT

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

21 B. Annual Support Service Fees. DISTRICT agrees to pay  
22 SUPERINTENDENT annual support fees for the imaging/scanning/workflow  
23 system the base amount of Four thousand dollars (\$4,000.00) per year  
24 based on DISTRICT'S ADA. This amount includes imaging/scanning/workflow  
25 licensing and software maintenance purchased by SUPERINTENDENT for  
DISTRICT, and includes unlimited images per year, support for scanners  
and workflow. Payment shall be made upon execution of this AGREEMENT

1 and receipt of an invoice from SUPERINTENDENT. There is no additional  
2 annual support fee to use the imaging/scanning/workflow system.  
3 SUPERINTENDENT shall evaluate support fees annually, for possible upward  
4 or downward adjustments, based on SUPERINTENDENT'S actual costs to  
5 support the hardware and software. SUPERINTENDENT will provide DISTRICT  
6 written notice of the annual support service fees due for the renewal  
7 period ninety (90) days prior to the end of each renewal period.

8 7.0 HARDWARE EQUIPMENT REQUIREMENTS

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

14 8.0 TRAINING

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

22 9.0 FUTURE MODULES/OPTIONS

23 SUPERINTENDENT may offer additional imaging/scanning/workflow system  
24 modules and optional services in the future. Each new capacity may  
25 have an additional charge. Proposals will be provided upon DISTRICT  
request and availability.

1 10.0 INDEPENDENT CONTRACTOR

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

12 11.0 HOLD HARMLESS

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

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

1 AGREEMENT.

2 12.0 NON-DISCRIMINATION

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

7 13.0 APPLICABLE LAW

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

13 14.0 ASSIGNMENT

14 DISTRICT or SUPERINTENDENT shall not subcontract or assign the  
15 performance of any of the services in this AGREEMENT without prior  
16 written approval of the other party.

17 15.0 TOBACCO USE POLICY

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

24 16.0 TERMINATION

25 SUPERINTENDENT or DISTRICT may terminate this AGREEMENT with or without  
cause, upon the giving of thirty (30) days prior written notice to the  
other party. Upon termination of this AGREEMENT by either party,

1 SUPERINTENDENT agrees to provide all of DISTRICT's stored images and  
2 indexes to DISTRICT in a readable electronic format i.e., .tif within  
3 three (3) month of termination of this AGREEMENT.

4 17.0 NOTICES

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

13 As of the date of this AGREEMENT the addresses of the parties are as  
14 follows:

15 DISTRICT: Fountain Valley School District  
16 10055 Slater Avenue  
17 Fountain Valley, California 92708  
18 Attn: \_\_\_\_\_

19 SUPERINTENDENT: Orange County Superintendent of Schools  
20 200 Kalmus Drive  
21 Costa Mesa, California 92628  
22 Attn: Patricia McCaughey

23 18.0 SEVERABILITY

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

19.0 GOVERNING LAW

The terms and conditions of this AGREEMENT shall be governed by the

1 laws of the State of California, with venue in Orange County,  
2 California.

3 20.0 ENTIRE AGREEMENT/AMENDMENT

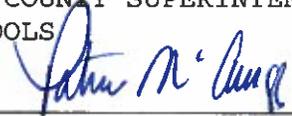
4 This AGREEMENT and any exhibits attached hereto constitute the entire  
5 agreement between SUPERINTENDENT and DISTRICT regarding the services  
6 and any agreement made shall be ineffective to modify this AGREEMENT in  
7 whole or in part unless such agreement is embodied in an Amendment to  
8 this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

11 IN WITNESS WHEREOF, the Parties hereto have caused this  
12 AGREEMENT to be executed.

13 DISTRICT: FOUNTAIN VALLEY  
14 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

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

16 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

17 TITLE: \_\_\_\_\_

TITLE: Administrator

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

DATE: April 15, 2021

19 Fountain Valley SD-Document Management System(51510)2021-2022  
20 Zip5  
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22  
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25



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: **Student Accident Insurance – 2021-22**  
DATE: June 14, 2021

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**Background:**

School districts do not provide medical/dental insurance coverage for students who are accidentally injured at school. Districts may, however, approve the selection of an insurance company to distribute information to parents regarding a student accident insurance plan for parent election, on a voluntary basis, and at parent cost. While rates are somewhat similar between companies, CHUBB ACE American Insurance Company, administered by Meyers-Stevens & Toohey & Company, Inc., offers a low-cost plan which provides the most extensive coverage.

Insurance coverage is required for all sports and extracurricular activities such as cheerleading and band. The coverage provided by the above policy meets this requirement.

**Fiscal Impact:**

There is no cost to the District, as coverage and fees are voluntarily elected and paid for by parents.

**Recommendation:**

It is recommended that the Board of Trustees approves the selection of CHUBB ACE American Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2021-22 school year.



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:** **Resolution 2022-07 – Resolution to Establish an Associate Student Body (ASB) Special Revenue Fund**  
**DATE:** June 14, 2021

---

**Background:**

In January 2017, the Governmental Accounting Standards Board (GASB) issued Statement No. 84, Fiduciary Activities, which establishes the criteria for identifying and reporting fiduciary activities for all state and local governments. It has been determined that both organized and unorganized associated student bodies (ASB) should be considered non-fiduciary for the purposes of Statement No. 84 paragraph 11(c)(2)., and considered governmental activities to be reported in a governmental fund.

Fund 08 - Student Activity Special Revenue Fund is a new special revenue fund established to allow districts to account for governmental ASB activities in accordance with the provisions of GASB Statement 84.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2022-07 to establish Fund No. 08 Associate Student Body (ASB) Special Reserve Fund.

**RESOLUTION NO. 2022-07**  
**of the**  
**BOARD OF TRUSTEES**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH AN ASSOCIATE STUDENT BODY (ASB) SPECIAL  
RESERVE FUND**

WHEREAS, the California Department of Education has authorized school districts to establish a separate fund in accordance with the provision of Statement No. 84 of the governmental Accounting Standards Board (GASB) for reporting non-fiduciary ASB activities; and

WHEREAS, the ASB activities within the Fountain Valley School District are considered governmental activities and should be reported in a governmental fund, either general fund or special revenue fund; and

WHEREAS, the California Department of Education added a new Special Revenue Fund (FUND 08) to its Standardized Account Code Structure (SACS) to account for non-fiduciary ASB activities;

THEREFORE, BE IT RESOLVED, that the Governing Board hereby authorizes the establishment of a special revenue fund to be known as the STUDENT ACTIVITY SPECIAL REVENUE FUND in accordance with California Department of Education guidelines.

PASSED AND ADOPTED this 24<sup>th</sup> day of June, 2021.

Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Trustees  
Fountain Valley School District



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPROVE CHANGE ORDER #4 FOR THE GISLER  
ELEMENTARY SCHOOL MEASURE O HVAC AND  
MODERNIZATION PROJECT**  
DATE: June 18, 2021

---

**Background:**

On March 12, 2020, the Board of Trustees approve 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.

The Gisler Elementary project is substantially complete and in calculating final construction costs there are funds remaining in GMP allowances, as well as contractor savings. Change Order #4 is a deductive change order which results in funds reflected in the project budget that were not expended.

**Fiscal Impact:**

The total for Change Order #4 is (\$681,728.00). These Measure O funds will be used on future projects at the District's remaining three school sites.

**Recommendation:**

It is recommended that the Board of Trustees approves Change Order #4 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  
Jennifer Hawes, Transportation Supervisor  
SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING WITH THE  
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT FOR  
THE SUPPLY AND PURCHASE OF FUEL**  
DATE: June 18, 2021

---

**Background:**

The Fountain Valley School District has a history of fueling vehicles at the Huntington Beach Union High School transportation facilities. Typically, the cost of the fuel is lower than fueling at a retail station. This MOU also includes CNG, which will provide the District with an additional location to fuel our CNG buses.

**Fiscal Impact:**

Fuel costs fluctuate with market conditions. A table of fuel costs is available in the transportation office at Huntington Beach Union High School District.

**Recommendation:**

It is recommended that the Board of Trustees approves the Memorandum of Understanding with Huntington Beach Union High School District for the supply and purchase of fuel.

**FUEL SUPPLY AND PURCHASE  
MEMORANDUM OF UNDERSTANDING  
by and between  
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT  
and  
PARTICIPATING DISTRICTS AND PUBLIC ENTITIES  
(Ocean View School District, Huntington Beach City School District, Fountain Valley School District)**

This Fuel Supply and Purchase Memorandum of Understanding (“Fuel MOU” or “MOU”) is entered into by and between the **Huntington Beach Union High School District** (“HBUHSD” or “Supplier”), a California local public educational entity, and **Ocean View School District, Huntington Beach City School District, and Fountain Valley School District**, each being a California local public educational entity (individually “Member” and collectively “Members”). The terms of this MOU shall also apply to any additional public entities approved by HBUHSD as additional Members. HBUHSD and Member or Members may be referred to herein as a “Party” and collectively as the “Parties”.

**WHEREAS** HBUHSD has the business need to procure and store various vehicle fuels, including diesel fuel, unleaded gas, compressed natural gas, to enable it to operate its vehicle fleet in support of the HBUHSD educational mission; *and*

**WHEREAS** sister school districts - Ocean View School District, Huntington Beach City School District, and Fountain Valley School District, and other public entities that may later be amended onto this MOU have a business need to obtain these fuels to support their business activities and educational missions, *and*

**WHEREAS** Members participating under this MOU seek to limit the volatility of fuel prices, and the vulnerability caused by lack of fuel availability because of events outside the control of any of the Parties to this MOU; *and*

**WHEREAS** HBUHSD has the onsite fuel storage and/or direct re-supply capacity to assist in meeting the fuel needs of Members under this MOU; *and*

**WHEREAS** HBUHSD and Members would further their educational and/or governmental purpose by participating in this MOU -

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants made by HBUHSD and each Member named herein or who is later amended to this MOU, the Parties agree as follows:

**I. Overview and Purpose**

The purpose of this MOU is for HBUHSD and Members to have a clear understanding relating to the provision of fuel through HBUHSD facilities. The Huntington Beach Union High School District’s Transportation department’s fuel operations are located at 7180 Yorktown Avenue, Huntington Beach, California 92648. The normal business hours for the fueling of vehicles is between 6:00 a.m. and 4:00 p.m., Mondays through Fridays, during the published HBUHSD Fall/Spring semesters. Hours may be adjusted, and schedule changes will be published onsite.

## II. General Terms and Basis for Pricing of Fuel

2.1 This MOU does not require the Members to purchase fuel from HBUHSD.

2.2 This MOU does not require HBUHSD to provide fuel to any Member if doing so will substantially hinder HBUHSD's normal or emergency business activities.

2.3 Members will be provided with fuel pump access via a fob or similar electronic device, which will track the Member's fuel obtained and will log that fuel volume data for HBUHSD monthly billing purposes.

2.4 HBUHSD and Members understand that the amount of fuel that is available is dependent upon the Parties volume of fuel use, and may fluctuate depending on supply and demand.

2.5 A Member receiving fuel from HBUHSD will reimburse the cost of fuel and for direct maintenance, administrative, and operational costs to HBUHSD within thirty (30) days after the providing Party sends an invoice for the fuel provided. The reimbursement cost of the fuel will equal the contract price the providing Party paid for the fuel available on the day it was pumped from HBUHSD transportation, along with reasonably estimated additional costs, allocated as a markup on a per/gallon basis, for maintenance/administration/operation costs. The maintenance, administration, and operational costs may fluctuate over time depending on actual costs for such

2.6 HBUHSD shall maintain a Table of Pricing in its Transportation Office for the following categories of fuels, which may be fluctuate as market conditions move. The total costs below reflect vendor premium/discount from market prices, state and federal taxes and fees, and offset of HBUHSD direct costs for fuel storage and delivery. HBUHSD fuel costs are set forth in the following two tables:

	Vendor premium/discount per gallon	Taxes and Fees	Operating cost Per gallon	Total Increase/decrease from OPIS
Unleaded Gas	\$ (0.08)	\$ 0.97	\$ 0.20	\$ 1.09
Diesel	\$ 0.02	\$ 1.14	\$ 0.21	\$ 1.37

This Total cost reflects market prices plus delivery cost, state and federal taxes and fees, and district overhead for fuel distribution and maintenance.

		Taxes and Fees	Operating cost Per gallon	Total Increase/decrease from Market Cost
CNG	\$ -	\$ 0.13	\$ 1.72	\$ 1.85

Fuel Pricing and general information may also be found at:

<https://www.hbuhsd.edu/apps/pages/motp>

Note that **fuel** costs may increase or decrease over time based upon market conditions, availability, tax and/or fee change, or direct cost changes. Any changes in costs will be reflected on the HBUHSD transportation webpage.

### III. General Provisions

31 **Effective Date and Term.** This MOU will become effective upon the date of signature of HBUHSD (“Effective Date”) and shall remain in effect for an initial term of five years. This MOU may be renewed by mutual agreement for successive five-year terms prior to, or at expiration of the initial term, or of any successor term thereafter. The initial term plus all successive renewal terms shall not exceed twenty (20) years in total.

32 **Termination.** HBUHSD and Members may each elect to terminate their participation in this MOU for convenience by providing no less than 90 days prior written notice to HBUHSD.

33 **Amendment.** This MOU may be amended only as agreed upon by the Parties in writing.

34 **Independent Contractors.** For the purposes of this MOU and all activities arising to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of any other Party. No Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Parties, except as may be authorized in writing.

35 **Verification of Tax-Exempt Status.** Each Party under this Agreement shall obtain and provide HBUHSD Transportation/Accounting with written confirmation of its tax-exempt status as a condition precedent to procuring fuel under this MOU.

36 **Notices.** Any notice required or permitted under this MOU must be in writing. Notice may be given by certified mail, regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. The Members can change their respective notice addresses by sending HBUHSD a notice of the new address. Notices should be addressed as follows:

**HBUHSD:** HBUHSD – Transportation Services  
5832 Bolsa Avenue  
Huntington Beach, CA 92649  
Attn: Director, Maintenance, Facilities, Planning  
Phone: 714-536-8303  
Fax: 714-536-0476  
Email: [jhutchings@hbusd.edu](mailto:jhutchings@hbusd.edu)

**Ocean View School District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Huntington Beach City School District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Fountain Valley School District:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

3.7 **Choice of Law/Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of California. Venue of any legal action or proceeding will be in the superior courts of the County of Orange, California. The Parties shall first endeavor to resolve disputes informally through direct communication about the issue in question.

3.8 **Non-Waiver.** The Parties expressly agree that nothing in this MOU will be construed as a waiver or relinquishment by either Party of its right to claim such exemptions, privileges, and immunities as may be provided by law.

3.9 **Hold Harmless.** To the extent permitted by the Constitution and laws of the State of California, the Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney’s fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the services provided under this MOU.

3.10 **Insurance Requirement.** Each Party under this Agreement agrees to maintain comprehensive general and automobile liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect HBUHSD and Member against liability or claims of liability which may arise out of this MOU. No later than seven days prior to the start of this MOU Member shall provide HBUHSD with certificates of insurance, evidencing all coverages and endorsements including a thirty (30) day written notice of cancellation or reduction in coverage. Member agrees to name HBUHSD and its officers, agents and employees as additional insureds under said policy.

3.11 **Permits/Licenses/Safety.** HBUHSD and all Members, employees, and agents shall secure and maintain in force such permits and licenses as are required by law in connection with the activities under this MOU. All Parties shall abide by published and commonly known safety regulations and protocols regarding the dispensing of fuels, and the timely reporting of suspected hazards.

3.12 **Assignment.** The obligations of the Parties pursuant to this MOU shall not be assigned by any Party hereto.

3.13 **Invalid Clauses.** If any clause or provision of this MOU is illegal, invalid, or is deemed unenforceable under present or future laws in place on the Effective Date, the Parties intend that the remaining clauses or provisions of this MOU will not be affected and will remain in full force and effect.

3.14 **Prior Agreements.** This MOU represents and constitutes the entire agreement between the Parties and will not be explained, modified, or contradicted by any prior or contemporaneous negotiations, representations, or agreements either written or oral. Only a written instrument signed by designees of the Parties may amend this Agreement.

3.15 This MOU may be signed in multiple counterparts. Electronic signatures will be accepted as originals.

3.16 On the next several pages, the undersigned Parties agree to abide by the terms of this Agreement during the effective period of this MOU.

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
William Kerwin  
Director, Purchasing, Contracts, Risk Management  
Date: \_\_\_\_\_

**SEE NEXT PAGE FOR MEMBER SIGNATURES**

**MEMBER SIGNATURES**

<p><b>OCEAN VIEW SCHOOL DISTRICT</b></p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>HUNTINGTON BEACH CITY SCHOOL DISTRICT</b></p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>FOUNTAIN VALLEY SCHOOL DISTRICT</b></p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>ENTITY:</b> _____</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>ENTITY:</b> _____</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>ENTITY:</b> _____</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p><b>ENTITY:</b> _____</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>ENTITY:</b> _____</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

**NEW MEMBER ADDENDUM**

\_\_\_\_\_ represents that it is a California public education institution, municipality, county or state governmental entity, special district or other type of public entity. The duly authorized representative of this entity has reviewed the the Huntington Beach Union High School District's *Fuel Supply and Purchase Memorandum of Understanding* ("MOU") and agrees to be bound to, and to abide by the terms contained therein.

Upon review and approval by HBUHSD, the public entity identified in this New Member Addendum will be added as a participating Member to the MOU.

**PUBLIC ENTITY:** \_\_\_\_\_

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

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

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

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT**

\_\_\_\_\_  
William Kerwin

Director, Purchasing, Contracts, Risk Management

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



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **APPOINT MEMBERS OF CITIZEN'S BOND OVERSIGHT COMMITTEE**  
DATE: June 18, 2021

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The following community members have volunteered to serve on the Citizen's Bond Oversight Committee for Measure O.

The community members below will serve as quorum members in the following categories for the 2021-2022 School year:

1. Janice Vuong Active in a bona fide taxpayers' organization
2. Judy Edwards Active in a senior citizen organization
3. Jodi Trendera Parent or guardian of a child enrolled in the school district
4. Bonnie Hansen Active in a business organization representing the business community within the school district
5. Jennifer Weimer Parent or guardian of a child enrolled in the school district and active in a parent-teacher organization.
6. Glenn Kubota Member at large
7. Connie Wadsley Member at large

The following community members will serve on the Citizen's Bond Oversight Committee for Measure O as members at large:

David Albert  
Amy Nguyen

**Recommendation:**

It is recommended that the Board of Trustees appoints the members of the Citizens' Bond Oversight Committee as presented above.



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Independent Contract for Behavior Solutions**  
DATE: June 18, 2021

---

**Background:**

In the past, WOCCE has contracted with Leigh Perales from Behavior Solutions to support students with Autism that require behavioral supervision and support. In the 2021-2024 school years, WOCCE will no longer contract directly with Behavior Solutions due to the fact that individual districts within the SELPA are now opting out of this service, while others have their own contracts with the company.

Fountain Valley still wishes to contract with Leigh Perales as she provides staff consultation and student supervision on current students that attend Newland Elementary. These are services that are bound by previous IEP agreement and, therefore, need to continue until other decisions in IEP meetings are made. Terms of agreement begin July 1, 2021 through June 30, 2024.

**Fiscal Impact:**

Not to exceed \$8,500.00 per year.

**Recommendation:**

It is recommended that the Board of Trustee approves the contract between Fountain Valley School District and Behavior Solutions for the 2021-2022, 2022-2023 and 2023-2024 school years.



**INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT  
2021-2024**

This AGREEMENT is hereby entered into between the **Fountain Valley School District**, hereafter referred to as "DISTRICT", and **Behavior Solutions, Inc.**, here after referred to as "CONTRACTOR". DISTRICT and CONTRACTOR may hereafter be referred to as "PARTY" or collectively as the "PARTIES".

**RECITALS**

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, CONTRACTOR is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

**AGREEMENTS**

1. **SERVICES.** In consultation and cooperation with the DISTRICT, the CONTRACTOR shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

**Provide teacher training and consultations.**

Attachments to this agreement - please check, if applicable:

- Statement of Work
- Proposal/Price Quotations
- Fee Schedule
- Other attachment described as: \_\_\_\_\_

Any attachment is hereby incorporated into this AGREEMENT and made a part of it. In the event of any conflict between the language in this AGREEMENT and any attachment incorporated herein, the language in this AGREEMENT will govern and take precedence over any attachment.

2. **TERM.** The CONTRACTOR will commence providing services under this AGREEMENT on **July 1, 2021** and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 30, 2024**. Time shall be of the essence in the performance of this AGREEMENT. If the CONTRACTOR, at any time during the term of this agreement becomes

noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the CONTRACTOR to properly perform under this AGREEMENT, then the CONTRACTOR shall immediately notify the DISTRICT'S Purchasing and Contracts Department in writing.

3. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is an independent contractor and will perform said services as an independent contractor and not as an employee of the DISTRICT. Accordingly, nothing in this AGREEMENT shall be construed as establishing a relationship of employer and employee, or principal and agent between the DISTRICT and the CONTRACTOR or between the DISTRICT and any of the CONTRACTOR'S agents or employees. CONTRACTOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. CONTRACTOR and its agents and employees shall not be entitled to any rights and or privileges of the DISTRICT'S employees and shall not be considered in any way to be the employees of the DISTRICT. Each party acknowledges that the CONTRACTOR is not an employee for state or federal tax purposes or any other purpose.
4. **MATERIALS.** The DISTRICT will prepare and furnish to the CONTRACTOR upon request such existing information as is reasonable necessary for the performance of the CONTRACTOR. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this AGREEMENT. Each PARTY shall cooperate with the other party.
5. **COMPENSATION.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this AGREEMENT a total fee not to exceed **\$8,500 per year.**  
0 If this is an AGREEMENT to pay the CONTRACTOR by the hour, then this box shall be checked and the hourly rate indicated as follows: **see attachment of consultation rates**. It is the sole obligation of the CONTRACTOR to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this AGREEMENT.
6. **PAYMENT.** Payment shall be made the CONTRACTOR within thirty (30) days after receipt of fully supported and detailed invoice(s) which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The DISTRICT will not be obligated to make more than one (1) payment to the CONTRACTOR each month.
7. **PRODUCT OF SERVICES.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT.

8. **COPYRIGHT/TRADEMARK/PATENT.** No such materials produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any county without the prior written consent of the DISTRICT. The DISTRICT shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by CONTRACTOR under this agreement.
9. **TERMINATION.** The District may at any time and for any reason suspend performance by the CONTRACTOR or terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of services by the CONTRACTOR. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or not later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the DISTRICT, the CONTRACTOR shall promptly provide and deliver to the DISTRICT any and all product in progress or completed to date including any reports, drafts, electronic information or the like to the DISTRICT. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this AGREEMENT. Facsimile notices shall be accepted.

The Contractor may at any time and for any reason suspend performance by the CONTRACTOR or terminate this AGREEMENT and the district will compensate CONTRACTOR only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the contractor shall be sufficient to suspend or terminate any further performance of services.

10. **HOLD HARMLESS.** The CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees, and volunteers from every claim or demand made 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 person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, employees, or volunteers.
  - 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 any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damage which result from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, employees, or volunteers.

The CONTRACTOR, at CONTRACTOR'S expense, cost, and risk, shall defend any and all actions, suits, or other proceedings 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 DISTRICT, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

11. **INSURANCE.** During the term of this AGREEMENT, the CONTRACTOR shall maintain BOTH GENERAL & PROFESSIONAL liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, unless otherwise agreed in writing by the DISTRICT, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The CONTRACTOR shall provide Certificates of Insurance indicating applicable insurance coverage, with Additional Insured Endorsements naming the District, its officers, agents, employees, volunteers as additional insured prior to the commencement of work.
12. **RECORDS.** The CONTRACTOR shall maintain and preserve any and all written and electronic records relating to this AGREEMENT, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this AGREEMENT. The DISTRICT, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of the CONTRACTOR'S records relating to this AGREEMENT at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the CONTRACTOR is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit of the State Auditor as specified in the code.
13. **ASSIGNMENT.** This AGREEMENT is not assignable or delegable by either party, except upon the prior written consent of the other party.
14. **COMPLIANCE WITH APPLICABLE LAWS.** The CONTRACTOR shall comply with all applicable DISTRICT, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The CONTRACTOR represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this AGREEMENT.
15. **NONDISCRIMINATION.** CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
16. **CRIMINAL RECORDS CHECK.** CONTRACTOR shall NOT permit an employee to come in contact with pupils until BOTH the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) have ascertained that the employee has not been convicted of a violent or serious felony. CONTRACTOR shall contemporaneously execute, as a part of this AGREEMENT, the attached "Criminal Records Check Fingerprinting Certification" form and submit to the DISTRICT.
17. **EMPLOYMENT WITH PUBLIC AGENCY.** CONTRACTOR, if an employee of another public agency, certifies that 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 performed pursuant to this AGREEMENT.

18. **AGREEMENT MODIFICATIONS.** Any modification of this AGREEMENT shall be effective only if it is in writing and signed by the parties, except that the DISTRICT may unilaterally amend this AGREEMENT in writing to accomplish the following changes:
  - a. Increase dollar amounts;
  - b. Effect administrative changes; and
  - c. Effect other changes as required by law.
  
19. **ENTIRE AGREEMENT.** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein constitutes the entire AGREEMENT between the parties and supersedes any and all prior or contemporaneous oral or written AGREEMENTS.
  
20. **SEVERABILITY.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway.
  
21. **GOVERNING LAW.** This AGREEMENT shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.

Authorized representatives of the parties have executed this AGREEMENT as indicated below:

CONTRACTOR:

Behavior Solutions, Inc.  
25795 Via Lomas, #190  
Laguna Hills, CA 92653

DISTRICT:

Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

\_\_\_\_\_  
(Signature, Authorized Representative)

\_\_\_\_\_  
(Signature, Authorized Representative)

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(SSN or Federal ID Number)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email Address)

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**

**EDUCATION CODE SECTION 45125.1**

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

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

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

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

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



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Isidro Guerra, Director, Fiscal Services  
SUBJECT: **CONSOLIDATED APPLICATION - Spring 2021 Release**  
DATE: June 14, 2021

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**Background:**

Each year the Consolidated Application (CONAPP) for federal funding is submitted to the California Department of Education (CDE) in two parts, a Spring and a Winter release. Submission of the Spring Release ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs. Following Board approval, the Spring Release is typically submitted by June 30 and indicates the District's intent to apply for eligible funding and to report expenditure information for prior year apportionments. The Winter Release, submitted by February every year, confirms program participation, student enrollment numbers and funding allocations. This year, the Spring Release was delayed to June 10, 2021 with a submission date of July 22, 2021.

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

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

**Fiscal Impact:**

Federal categorical program funds have been estimated in the 2021-22 preliminary budget and adjustments will be made once funding entitlements are provided on the CONAPP Winter Release.

**Recommendation:**

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



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Kate Christmas, Director, Support Services  
SUBJECT: **Goodwill Industries of Orange County – DHH Program Service Agreement**  
DATE: June 18, 2021

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**Background:**

Goodwill Industries is an independently contracted service provider who are specially trained, experienced, and competent to provide ASL interpreting services. GIOC will provide FSVD and the shared WOCCE program with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services (other styles of sign language, i.e., CASE, PSE, SEE). These requests will be filled and charged on a case-by-case basis. Term of agreement will be for 3 years beginning on July 1, 2021, through June 30, 2024.

**Fiscal Impact:**

Not to exceed \$10,000.00 per year.

**Recommendation:**

It is recommended that the Board of Trustee approves the contract between Goodwill Industries of Orange County and FVSD for the 2021-2022, 2022-2023, and 2023-2024 school years.

## **Goodwill Industries of Orange County, CA Service Agreement**

**THIS SERVICE AGREEMENT** (“Agreement”) is hereby entered between Goodwill Industries of Orange County, California (“GIOC”), and Fountain Valley School District (“Customer”).

WHEREAS, GIOC is authorized by Section 53060 of the California Government Code to contract with and provide Sign Language Interpreting Services for the Deaf.

WHEREAS, the Customer is in need of American Sign Language interpreting services; and

WHEREAS, GIOC utilizes and matches independent contracted service providers who are specially trained, experienced and competent to provide the special ASL interpreting services;

NOW, THEREFORE, the parties hereto agree as follows:

**1. Services**

The Customer hereby agrees to engage GIOC to provide the Customer with services consisting of American Sign Language interpreting for the Deaf and Hard of Hearing, and such other services (other styles of sign language, i.e., CASE, PSE, SEE), as the Customer and GIOC may agree upon from time to time. These services are provided with Independent Contracted Sign Language Service Providers.

**2. Term of Agreement**

The term of this Agreement shall be for a period commencing on July 1, 2021 and ending on June 30, 2024. This term may be extended by amending the agreement according to Section 3 of this Agreement.

**3. Amendment**

This agreement may only be amended by formal written amendment to this agreement signed and approved by both parties.

**4. Compensation**

For the services provided by GIOC under this Agreement, the Customer will pay to GIOC compensation in the following manner: \*Rates subject to increase prior to completion of this agreement.

- a) The Customer shall pay to GIOC the total amount of \$77.00 per hour with a two-hour minimum per interpreter for services between the hours of 8:00 am thru 5:00 pm.
- b) The Customer shall pay the total amount of \$82.00 per hour with a two-hour minimum per interpreter for service provided between the hours of 5:01 pm to 7:59 am with a two-hour minimum. The rate of \$82.00 per hour also applies for weekends and Holidays between the hours of 8:00 am thru 5:00 pm.
- c) The Customer shall pay an additional charge of \$10.00 per hour, which applies, to any request received with less than 48 hour (Business Day) notice.
- d) To avoid physical stress and injury to the interpreters, it may be necessary to team two (2) interpreters based on the length and/or the nature of the appointment. If a team is unavailable, the un-teamed assignment will be billed at a rate equivalent to 2 interpreters. Rates apply from the requested arrival time and continue for the duration requested. The need for two interpreters will be determined at the time of customer request and used when agreed upon by both GIOC and Customer.
- e) Any assignment over the two-hour minimum will be billed in quarter hour increments. (See attached rates as Exhibit A incorporated herein as part of this Agreement).

**5. Cancellation of Services**

- a) The Customer will strive to request interpreters from GIOC with forty-eight (48) hour (Business Day) or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked.

- b) **All cancellations made by Customer must be called in to by GIOC with forty-eight (48) hour (Business Day) or more notice.** Customer will assume responsibility for payment should this cancellation be requested without proper notice.
- c) **Customer will assume payment responsibility should a Consumer fail to attend the requested event in which an interpreter was requested. Interpreter will only remain on site for 30 minutes for a 'No Show' consumer. Customer will not be held responsible to pay for services where an interpreter working for the GIOC fails to "show up" for an assignment.**

**6. Capacity/Independent Contractor**

It is expressly agreed that the GIOC is acting as an independent contractor and not as an employee in providing the Services hereunder. GIOC and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them. The Customer acknowledges and accepts that GIOC uses independent contracted sign language service providers to complete the requests of the Customer.

**7. Indemnification**

The Customer shall protect, defend, indemnify and hold harmless the GIOC its directors, officers, employees and agents, successors and assigns (collectively "GIOC's Indemnified Parties") harmless from and against any and all damages, losses, costs, expenses, obligations, claims, demands or liabilities, including costs of investigation, reasonable attorney's fees and court costs (collectively, the "Damages") suffered or incurred by any of GIOC's Indemnified Parties resulting from or arising out of: (a) a breach of this Agreement by the Customer; or (b) the performance of the Customer's obligations hereunder.

GIOC shall protect, defend, indemnify, defend, and hold harmless the Customer, its directors, officers, employees and agents, successors, and assigns (collectively, the "Customer Indemnified Parties") harmless from and against any and all damages, losses, costs, expenses, obligations, claims demands or liabilities, including costs of investigation, reasonable attorney's fees and court costs (collectively, the "Damages") suffered or incurred by any of the Customer Indemnified Parties resulting from or arising out of: (a) a breach of this Agreement by the GIOC; or (b) the performance of the GIOC's obligations hereunder.

Each Party's right to indemnification set forth in this Section 7 is in addition to, and may be exercised independently of, any remedy held by such Party under this Agreement, at law or in equity. The indemnity provision set forth in this Agreement shall survive the termination or expiration of this Agreement indefinitely.

**8. Governing Law**

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**9. Termination**

This Agreement shall remain in full force and effect for the entire term of the Agreement unless terminated by either party by giving a 30 days written notice of such intention.

**10. Notice**

All notices and other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, or by electronic facsimile, addressed or delivered as follows:

Goodwill Industries of Orange County,  
CA  
410 North Fairview Street  
Santa Ana, CA 92703  
Attention: Debbie Barber  
Tel: (714) 547-6308  
Fax: (714) 480-7832  
Email: deaf@ocgoodwill.org

Customer:  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attn: Kate Christmas  
Tel: (714) 843-3281  
Email: christmask@fvdsd.us

11. **Entire Agreement/Amendment.** This Agreement constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

**Goodwill Industries of Orange County, CA**

**Customer: Fountain Valley School District**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Richard Adams, VP of Human Services  
\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

## Goodwill Industries of Orange County, California

### American Sign Language Interpreting Policy and Price Sheet

Service rates are based on a 2-hour minimum per interpreter and will be charged in quarter-hour increments thereafter.

Daily, Monday – Friday: 8:00 a.m. to 5:00 p.m.  
\$77.00 per hour / 24-hour notice

Daily, Monday – Friday: 5:01 p.m. to 7:59 a.m.  
\$82.00 per hour / 24-hour notice

Tactile, Trilingual and Hard-to-fill requests (highly technical)  
\$25.00 additional charge per hour per interpreter (requires 2 interpreters minimum)

Weekend: 8:00 a.m. to 5:00 p.m.  
\$82.00 per hour / 24-hour notice

Weekend: 5:01 p.m. to 7:59 a.m.  
\$87.00 per hour / 24-hour notice

Holiday: 8:00 a.m. to 5:00 p.m.  
\$87.00 per hour / 48-hour notice

Holiday: 5:01 p.m. to 7:59 a.m.  
\$92.00 per hour / 48-hour notice

Legal: \$50 additional charge per hour per interpreter with an additional \$75/hour for requests with less than 48-hour (2 Business Day) notice and Nights/Weekends  
This includes law enforcement, attorney appointments, depositions, and court interpreting.

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#### Conditions:

To avoid physical stress and injury to the interpreters, it may be necessary to team two (2) interpreters based on the length and/or the nature of the appointment. If a team is unavailable, the un-teamed assignment will be billed at a rate equivalent to 2 interpreters. Rates apply from the requested arrival time and continue for the duration requested with a two-hour minimum. Consumer is considered a No Show if they have not arrived within thirty minutes of the requested start time. If the consumer is a No Show the interpreter is released and assignment is considered a late and billable cancellation.

#### Parking:

Parking reimbursement will apply.

#### Holidays:

The holiday rate will apply to appointments scheduled for the following legal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

\*Any assignment requested with less than 24-hour (Business Day) notice will be billed an additional \$10.00 per hour per interpreter.

\*\*All appointments cancelled with less than 24-hour (Business Day) notice will be billed for the complete time originally requested and scheduled.

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July 1, 2021



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 Resolution 2022-08 Education Protection Account (EPA)  
Funding and Spending Determinations for the 2021-22 Fiscal Year**  
DATE: June 14, 2021

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**Background:**

In November of 2012 Proposition 30, The Schools and Local Public Safety Protection Act of 2012 was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

**Recommendation:**

It is recommended that the Board of Trustees adopts resolution 2022-08 approving the expenditure of Education Protection Account funds to be received quarterly during the 2021-22 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2022-08  
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 24, 2021.

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Sandra Crandall, President

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Lisa Schultz, President Pro-Tem

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Jim Cunneen, Clerk

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Jeannie Galindo, Member

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Steve Schultz, Member

2021-22 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Expenditures through: June 30, 2022**  
**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	1,230,020.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>1,230,020.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	1,230,020.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>1,230,020.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>

2021/2022

**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: June 11, 2021

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

Board Meeting Date: June 24, 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	Effective Dates
N/A	Kimberly J. Hiddleson dba: Hiddleson Listening, Language, and Speech Center W22006	N/A	July 1, 2021 to June 30, 2022
	Kimberly J. Hiddleson dba: Hiddleson Listening, Language, and Speech Center W22007	\$8,896.56	July 1, 2021 to June 30, 2022
N/A	Mardan School W22008	N/A	July 1, 2021 to June 30, 2022
	Mardan School W22009	\$43,645.74	July 1, 2021 to June 30, 2022
N/A	Olive Crest Academy & Olive Crest Academy – North W22010	N/A	July 1, 2021 to June 30, 2022
	Olive Crest Academy & Olive Crest Academy – North W22011	\$51,068.00	July 1, 2021 to June 30, 2022

Student's Name	Non-Public School/Agency	100% Contract	Effective Dates
N/A	Speech and Language Development Center W22012	N/A	July 1, 2021 to June 30, 2022
	Speech and Language Development Center W22013	\$62,121.60	July 1, 2021 to June 30, 2022
	Secure Transportation Company, Inc. W22020	\$30,000.00	July 6, 2021 to June 30, 2022

Approved by the FVSD Board of Trustees  
June 24, 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 1<sup>st</sup> day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provide herein.

CONTRACTOR,  
Hiddleson Listening, Language and Speech 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  
Hiddleson Listening, Language and Speech 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: 2021-2022 RATES**

**CONTRACTOR** Hiddleson Listening, Language and Speech Center **CONTRACTOR NUMBER** W22006 **2021-2022**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

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

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

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
_____	_____
_____	_____

**A. Basic Education Program/Special Education Instruction**  
Basic Education Program/Dual Enrollment

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

**B. Related Services**

(1)	Assessments (Initial, Annual IEP, Triennial IEP)	\$ 156.08	Per Hour
(2)	Therapy		
	a. Speech and Language	\$ 156.08	Per Hour
	b. Auditory Verbal (AVT)	\$ 156.08	Per Hour
(3)	Parent Conferences	\$ 156.08	Per Hour
(4)	Consultation		
	a. Speech and Language	\$ 156.08	Per Hour
	b. Auditory Verbal (AVT)	\$ 156.08	Per Hour
(5)	IFSP / IEP Participation, Preparation of Report & Travel Time	\$ 156.08	Per Hour
(6)	Independent Education Evaluation (IEE)	\$1,500.00	Not to Exceed

2021/2022

HBUHSD Contract # W22007

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

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT		<b>Nonpublic School/Agency</b>	HIDDLESON LISTENING, LANGUAGE, AND SPEECH CENTER		
<b>Address City, State Zip</b>	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		<b>Address City, State, Zip</b>	901 DOVE STREET, SUITE 280 NEWPORT BEACH, CA 92660		
<b>LEA Case Manager</b>	AMY MOTSINGER		<b>Phone</b>	949-567-0025	<b>Fax</b>	949-567-0026
			<b>E-Mail</b>	khiddleson@cox.net		
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	KIMBERLY J. HIDDLESON	
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>		<b>Fax</b>
				<b>E-Mail</b>		
<b>Grade Level</b>		<b>Sex (M or F)</b>		<b>Education Schedule - Regular School Year</b>		
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>		<b>Number of Weeks</b>
<b>Address City, State Zip</b>			<b>Education Schedule - Extended School Year</b>			
			<b>Number of Days</b>		<b>Number of Weeks</b>	
			<b>Contract Begins</b>	07/01/21	<b>Ends</b>	06/30/22
<b>Home Phone</b>		<b>Business/ Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>		06/24/21

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per dy/wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<b>LEA</b>	<b>NPS</b>	<b>NPA</b>	<b>OTHER (Specify)</b>			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>									
<b>B. RELATED SERVICES</b>									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy - Clinic									
b. Therapy - Clinic - ESY Only									
b. Consultation									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other - AVT In-Service Training									
10. Auditory Verbal Therapy (AVT) Services									
a. Therapy				X	\$ 156.08/hr	1x60min/wk	38	4	\$ 6,555.36
b. Consultation				X	\$ 156.08/hr	15x60min/yr	15		\$ 2,341.20
								<b>A + B TOTAL COST</b>	<b>\$ 8,896.56</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 8,896.56

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 8,896.56

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 06/24/21

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

-CONTRACTOR-

-LEA-

HIDDLESON LISTENING, LANGUAGE AND SPEECH CENTER  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
(Name of Superintendent or Authorized Designee)

**65. DEBARMENT CERTIFICATION**

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provide herein.

CONTRACTOR,  
 Mardan School  
 \_\_\_\_\_  
 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  
 Mardan School  
 \_\_\_\_\_  
 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: 2021-2022 RATES**

**CONTRACTOR** Mardan School **CONTRACTOR NUMBER** W22008 **2021-2022**  
**(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 \_\_\_\_\_

	<u>Rate</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	\$ 196.58	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		
b. Transportation – One Way		
c. Public Transportation		
d. Parent*		
(2) a. Educational Counseling – Individual	\$ 170.00	Per Hour
b. Educational Counseling – Group of _____	\$ 85.00	Per Hour
c. Counseling – Individual and/or Parent	\$ 170.00	Per Hour
(3) a. Adapted Physical Education – Individual	Inclusive	
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$ 109.45	Per Hour
b. Language and Speech Therapy – Group	\$ 61.96	Per Hour
c. Language and Speech – Assessment		
d. Language and Speech – Consultation Rate	\$ 109.45	Per Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	\$ 109.25	Per Hour
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Consultation Rate		
(8) Physical Therapy		
(9) a. Behavior Intervention and Development (BID)		
b. Behavior Intervention and Implementation (BII)		
c. Behavior Intervention – Supervision		
Provided by: _____		
d. Behavior Support Services (outside of school hours)		
(10) a. Behavioral Assistant (1:1)		

\*Parent transportation reimbursement rates are to be determined by the LEA.  
 \*\*By credentialed Special Education Teacher.

2021/2022

HBUHSD Contract # W22009

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

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT		<b>Nonpublic School/Agency</b>	MARDAN SCHOOL	
<b>Address City, State Zip</b>	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		<b>Address City, State, Zip</b>	1 OSBORN IRVINE, CA 92604	
<b>LEA Case Manager</b>	NOELL SCOTT		<b>Phone</b>	949-733-1500	<b>Fax</b> 949-733-9234
<b>Student Last Name</b>	<b>Student First Name</b>		<b>Program Contact Name</b>	DAVID EISENMAN, EXECUTIVE DIRECTOR TERI GERO-SMEAD, DIRECTOR OF FINANCE	
<b>D.O.B.</b>	<b>I.D. #</b>		<b>Phone</b>	949-733-1500	<b>Fax</b> 949-733-9234
<b>Grade Level</b>	<b>Sex (M or F)</b>		<b>E-Mail</b>		
<b>Parent/Guardian Last Name</b>	<b>Parent/Guardian First Name</b>		<b>Education Schedule – Regular School Year</b>		
			<b>Number of Days</b>	180	<b>Number of Weeks</b> 39
<b>Address City, State Zip</b>			<b>Education Schedule – Extended School Year</b>		
			<b>Number of Days</b>	23	<b>Number of Weeks</b> 5
			<b>Contract Begins</b>	07/01/21	<b>Ends</b> 06/30/22
<b>Home Phone</b>	<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>	06/24/01	

**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	
<b>A. BASIC EDUCATION</b>		X			\$ 196.58	PER DIEM	180	23	\$ 39,905.74
<b>B. RELATED SERVICES</b>									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual		X			\$170.00/hr	1x30min/wk	39	5	\$ 3,740.00
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
							<b>A + B TOTAL COST</b>		<b>\$ 43,645.74</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 3,740.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 43,645.74

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON:                     06/24/21                    

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

-CONTRACTOR-

-LEA-

MARDAN SCHOOL  
(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)



**EXHIBIT A: 2021-2022 RATES**

**CONTRACTOR** Olive Crest Academy / Olive Crest Academy-North **CONTRACTOR NUMBER** W22010 **2021-2022**  
**(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
<b>A. <u>Basic Education Program/Special Education Instruction</u></b>	\$ 195.18	Per Diem
Basic Education Program/Dual Enrollment		

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

<b>B. <u>Related Services</u></b>		
(1) a. Transportation – Round Trip	\$ 60.16	Per Day
b. Transportation – Private	\$ 175.00	Per Hour
c. Public Transportation		
d. Parent*		
(2) a. Educational Counseling – Individual	Inclusive	Per Hour
b. Educational Counseling – Group of _____	Inclusive	Per Hour
c. Additional Student Counseling – Individual	\$ 123.91	Per Hour
d. Counseling – Parent	\$ 112.78	Per Hour
(3) a. Adapted Physical Education – Individual		
b. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	\$ 115.05	Per Hour
b. Language and Speech Therapy – Group of 2	\$ 115.05	Per Hour
c. Language and Speech Therapy – Group of 3		
d. Language and Speech – Assessment	\$ 131.74	Per Hour
e. Language and Speech – Consultation Rate	\$ 131.74	Per Hour
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) Physical Therapy		
(8) a. Behavior Intervention and Development (BID)	Inclusive	Per Hour
b. Behavior Intervention and Implementation (BII)	Inclusive	Per Hour
c. Behavior Intervention – Supervision		
Provided by: _____		
d. Behavior Support Services (outside of school hours)	\$ 109.22	Per Hour
(9) a. Behavioral Assistant – 1:1 Classroom	\$ 127.02	Per Day
b. Behavioral Assistant – During Transit	\$ 65.78	Per Day
(10) Translation Services	\$ 75.00	Per IEP
(11) Re-Connect Program		
a. In-home Assessment and Plan Development (up to 4 hours)	\$ 125.00	Per Hour
b. Student Counseling	\$ 125.00	Per Hour
c. Parent Counseling	\$ 125.00	Per Hour

\*Parent transportation reimbursement rates are to be determined by the LEA.  
 \*\*By credentialed Special Education Teacher.

2021/2022

HBUHSD Contract # W22011

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

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT		<b>Nonpublic School/Agency</b>	OLIVE CREST ACADEMY & OLIVE CREST ACADEMY - NORTH	
<b>Address</b>	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		<b>Address</b>	2190 N. CANAL STREET ORANGE, CA 92865	
<b>LEA Case Manager</b>	NOELL SCOTT		<b>Phone</b>	714-998-6571	<b>Fax</b> 714-998-6573
			<b>E-Mail</b>	www.olivecrest.org	
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	NINA E. FRANKMAN, LMFT DIRECTOR OF SPECIAL EDUCATION
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>	714-998-6571, ext. 1508
				<b>Fax</b>	714-998-6573
			<b>E-Mail</b>	Nina-Frankman@olivecrest.org	
<b>Grade Level</b>		<b>Sex (M or F)</b>		<b>Education Schedule - Regular School Year</b>	
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>	180
				<b>Number of Weeks</b>	38
<b>Address</b>			<b>Education Schedule - Extended School Year</b>		
<b>City, State Zip</b>			<b>Number of Days</b>	20	<b>Number of Weeks</b> 5
			<b>Contract Begins</b>	07/01/21	<b>Ends</b> 06/30/22
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b> 06/24/21	

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per dy/wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER (Specify)</u>			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>		X			\$ 195.18	PER DIEM	180	20	\$ 39,036.00
<b>B. RELATED SERVICES</b>									
1. Transportation									
a. Paid to NPS/A		X			\$60.16/day	1 RT/Daily	180	20	\$ 12,032.00
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	38	5	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	38	5	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>			<b>\$ 51,068.00</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$

\$ 12,032.00

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

\$ 51,068.00

Other Provisions/Attachments:

Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly  Trimester \_\_\_\_\_ Other (Specify) \_\_\_\_\_

APPROVED BY THE GOVERNING BOARD ON: 06/24/21

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

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY / OLIVE CREST ACADEMY-NORTH  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
(Name of Superintendent or Authorized Designee)

**65. DEBARMENT CERTIFICATION**

By signing this Agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, 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: 2021-2022 RATES**

**CONTRACTOR** Speech and Language Development Center (SLDC) **CONTRACTOR NUMBER** W22012 **2021-2022**  
**(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
<b>A. <u>Basic Education Program/Special Education Instruction</u></b>	<b>\$ 175.47</b>	<b>Per Diem</b>
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	48.90 / 59.83 / 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	\$ 110.29	Per Hour
b. Educational Counseling – Group of _____	\$ 110.29	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	\$ 109.45	Per Hour
b. Language and Speech Therapy – Group	\$ 109.45	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	\$ 110.44	Per Hour
b. Occupational Therapy – Group	\$ 110.44	Per Hour
c. Occupational Therapy – Assessment		
d. Occupational Therapy – Consultation Rate		
(8) Physical Therapy	\$ 113.41	Per Hour
(9) a. Behavior Intervention and Development (BID)		
b. Behavior Intervention and Implementation (BII)	\$ 39.54	Per Hour
c. Behavior Intervention – Supervision (BCBA)	\$ 113.41	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.

2021/2022

HBUHSD Contract # W22013

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

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT		<b>Nonpublic School/Agency</b>	SPEECH AND LANGUAGE DEVELOPMENT CENTER	
<b>Address</b>	10055 SLATER AVENUE		<b>Address</b>	8699 HOLDER STREET	
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708		<b>City, State, Zip</b>	BUENA PARK, CA 90620	
<b>LEA Case Manager</b>	AMY MOTSINGER		<b>Phone</b>	714-821-3620	<b>Fax</b> 714-821-5683
			<b>E-Mail</b>	WWW.SLDC.NET	
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	ADRIENNE KESSLER, CHIEF EXECUTIVE OFFICER
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b> 714-821-3620	<b>Fax</b> 714-821-5683
			<b>E-Mail</b>	INFO@SLDC.NET	
<b>Grade Level</b>		<b>Sex (M or F)</b>		<b>Education Schedule - Regular School Year</b>	
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b> 180	<b>Number of Weeks</b> 39
<b>Address</b>			<b>Education Schedule - Extended School Year</b>		
<b>City, State Zip</b>			<b>Number of Days</b> 20	<b>Number of Weeks</b> 4	
			<b>Contract Begins</b> 07/01/21	<b>Ends</b> 06/30/22	
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b> 06/24/21	

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per dy/wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER (Specify)</u>			<u>Reg School Year</u>	<u>ESY</u>	
<b>A. BASIC EDUCATION</b>		X			\$ 175.47	PER DIEM	180	20	\$ 35,094.00
<b>B. RELATED SERVICES</b>									
1. Transportation									
a. Paid to NPS/A		X			\$ 70.00/RT	Zone 3 Round-trip	180	20	\$ 14,000.00
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Group									
b. Individual		X			\$109.45/hr	1x90min/wk	39	4	\$ 7,059.53
5. Occupational Therapy									
a. Therapy		X			\$110.44/hr	1x60min/wk	39	4	\$ 4,748.92
b. Group/Consultation									



## WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

## Transportation Services for Special Education Students

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

1. The term under this Contract shall be July 6, 2021 through June 30, 2022.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCSE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, residing within the Fountain Valley School District to Ada Clegg Elementary School (ESY), and Anderson Elementary School (RSY), both located within the Westminster School District, at a round-trip daily rate of \$150.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$75.00, for students requiring wheelchair transportation. Transportation schedule to be daily round-trip transport to and from school Tuesday through Friday from 07/06/21 – 07/09/21 and Monday through Thursday from 07/12/21 – 08/12/21 (ESY) and Monday through Friday from 9/01/21 - 6/17/22 (RSY).
4. The Contractor, its employees and agents shall secure and maintain valid permits and licenses, which are required by law for the execution of this contract.
5. Minimum driver qualifications:
  - A. All screening exam, fingerprinting and DMV report. No individual with a record of conviction for sex related offenses may be utilized as a driver under the terms of this contract.
  - B. Drivers assigned to vehicles which transport handicapped pupils shall be given special training in the techniques for handling such pupils as needed and shall be currently First Aid/CPR Certified.
  - C. The Contractor shall provide ongoing formal safety instruction to all persons operating vehicles under the terms of this contract as needed.
  - D. Contractor personnel shall provide “safe riding” and “evacuation” instructions to passengers. These shall conform to current requirements of state regulations.
6. Minimum equipment requirements:
  - A. All vehicles utilized under this contract shall meet all applicable statutory and administrative requirements for the transportation of passengers for hire, and be so certified and under current state and local regulations and laws. In addition, all

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

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

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

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

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

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

Certificates and insurance policies shall include the following clause:

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

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

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

OR

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

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 6<sup>th</sup> day of July 2021 and terminates on June 30, 2022, unless sooner terminated as provided herein.

**Fountain Valley School District**

**Secure Transportation Company, Inc.**

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

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

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

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

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

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

**West Orange County Consortium for  
Special Education**

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

Jimmy Templin, Executive Director  
Name and Title of Authorized Representative

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

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

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

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

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

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

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

**CRIMINAL RECORDS CHECK  
FINGERPRINTING CERTIFICATION**

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

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

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

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

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

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

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

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

Executed at \_\_\_\_\_, California, on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Secure Transportation Company, Inc.  
 CONTRACTOR Name / Business Name  
Jeff Boshears  
 Printed Name of Authorized Signer  
Chief Financial Officer (CFO)  
 Title of Authorized Signer  
 \_\_\_\_\_  
 Authorized Signature

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