



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

10055 Slater Avenue
Fountain Valley, CA 92708

June 16, 2022

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

M _____
 2nd _____
 V _____

- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. CELEBRATION OF NATIONAL BLUE RIBBON SCHOOL ISOJIRO OKA ELEMENTARY SCHOOL

The Board of Trustees will welcome Orange County Department of Education Superintendent Dr. Al Mijares to celebrate Isojiro Oka Elementary School, recently named a National Blue Ribbon School.

2. RECOGNITION OF SUPERINTENDENT PARENT COUNCIL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From our Superintendent Parent Council, the Board shall recognize and thank Petra Erlandson, Alina Newton, Elizabeth Hindman, James Hindman, Gen Maciel and Sherri Witcher, in addition to PTA/O Presidents Carrie Lustig, Kelly Shepherd, Kristi Hata, Marisa Winch, Ryan Beacham, Joelle Walton, Jessica Reed, Jamie Yeung, Laura Ehrlich, April Twenhafel and Lindsey Soderberg.

3. CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT TEACHER OF THE YEAR JILL SUMMERHAYS

The Board of Trustees will join staff and the community to honor Plavan Teacher, Jill Summerhays, honored this evening as Fountain Valley School District's Teacher of the Year 2022.

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.

4. CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT CLASSIFIED EMPLOYEE OF THE YEAR ANNIE REYES

The Board of Trustees will join staff and the community to honor Bus Driver, Annie Reyes, honored this evening as Fountain Valley School District's Classified Employee of the Year 2022.

5. 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: Brooke Elsasser, Heather Mishler, Hannah Lipman, Heather Spenser and Charles Vosough. The District recognizes their commitment and hard work as well as that of their mentors, Lauren Voss, Randi Hubbard, Kristi Manthorne, Alyssa Brignardello and Kathy Lewis, who supported them while they completed the program.

- RECESS

STAFF REPORTS AND PRESENTATIONS

6. BUDGET UPDATE (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

7. 2022-2023 LOCAL CONTROL ACCOUNTABILITY PLAN

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, 2023. Public input is welcomed.

8. PUBLIC HEARING FOR 2022-2023 BUDGET

A public hearing shall be held for the purpose of discussing the proposed 2022-2023 final budget prior to approval by the Board of Trustees. Public input is welcomed.

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

9. RESOLUTION 2022-21 BIENNIAL GOVERNING BOARD ELECTION

M ___
2nd ___
V ___

The election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 9, 2022, next succeeding the election.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2022-21 Resolution and Order of Biennial Election and Specifications of the Election Order.

10. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___
2nd ___
V ___

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

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

Routine Items of Business

10-A. Board Meeting Minutes from May 19th regular meeting

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

Consent Items

10-G. SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2022 through June 30, 2023 and authorize the Superintendent or designee to sign all documents.

10-H. BIO-ACOUSTICAL CORPORATION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Bio-Acoustical Corporation and Fountain Valley School District for the 2022-2023 school year.

10-I. EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS

Superintendent's Comments: It is recommended that the Board of Trustees approves annual agreements for the 2022-23 school year.

10-J. APPOINTMENT OF PARENTS TO THE COMMUNITY ADVISORY COMMITTEE (CAC) AS REPRESENTATIVES FOR THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE 2022-2023 SCHOOL YEAR

Superintendent's comments: It is recommended that the Board of Trustees approves the appointment of parents to the Community Advisory Committee (CAC) as representatives of Fountain Valley School District for the 2022-2023 school year.

10-K. AUTHORIZE THE USE OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT BID #2021-18 MILK AND DAIRY PRODUCTS FOR THE PURCHASE OF MILK, JUICE AND DAIRY PRODUCTS

Superintendent's Comments: It is recommended that the Board of Trustees authorizes the Superintendent or her designee, to approve the Anaheim Union High School District Bid #2021-18 (piggyback) 2022-2023 for milk, juice and dairy products.

10-L. REVIEW OF INVESTMENT POLICY

Superintendent's Comments: It is recommended that the Board of Trustees receives the Investment Policy for review.

10-M. AWARD BID #22-03 ASPHALT PAVING – VARIOUS SITES

Superintendent's Comments: It is recommended that the Board of Trustees awards Bid# 22-03 to Universal Paving Co., Inc. in the amount of \$950,000.00 and authorizes the Superintendent or her designee to sign all documents on behalf of the District.

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.

- **REPORT OUT OF CLOSED SESSION**

The Board President will report out on action taken, if any.

- **APPROVAL TO ADJOURN**

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, June 23, 2022 at 6:30PM.

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

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

Board meeting of June 16, 2022



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Superintendent
SUBJECT: **CELEBRATION OF ISOJIRO OKA ELEMENTARY SCHOOL AS
A NATIONAL BLUE RIBBON SCHOOL**
DATE: May 13, 2022

Background:

The Board of Trustees will welcome Orange County Department of Education Superintendent Dr. Al Mijares to celebrate Isojiro Oka Elementary School, recently named a National Blue Ribbon School.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF SUPERINTENDENT PARENT COUNCIL
PARENT VOLUNTEERS**
DATE: May 13, 2022

Background:

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From our Superintendent Parent Council, the Board shall recognize and thank Petra Erlandson, Alina Newton, Elizabeth Hindman, James Hindman, Gen Maciel and Sherri Witcher, in addition to PTA/O Presidents Carrie Lustig, Kelly Shepherd, Kristi Hata, Marisa Winch, Ryan Beacham, Joelle Walton, Jessica Reed, Jamie Yeung, Laura Ehrlich, April Twenhafel and Lindsey Soderberg.

Board meeting of June 16, 2022



Fountain Valley School District
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SUBJECT: **CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT
TEACHER OF THE YEAR JILL SUMMERHAYS**
DATE: May 13, 2022

Background:

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Board meeting of June 16, 2022



Fountain Valley School District
Educational Services

MEMORANDUM

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SUBJECT: **CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT
CLASSIFIED EMPLOYEE OF THE YEAR ANNIE REYES**
DATE: May 13, 2022

Background:

The Board of Trustees will join staff and the community to honor Bus Driver, Annie Reyes, honored this evening as Fountain Valley School District's Classified Employee of the Year 2022.



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Superintendent
SUBJECT: **CELEBRATION OF FVSD TEACHERS COMPLETING
TWO-YEAR INDUCTION PROGRAM**
DATE: June 7, 2022

Background:

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: Brooke Elsasser, Heather Mishler, Hannah Lipman, Heather Spenser and Charles Vosough. The District recognizes their commitment and hard work as well as that of their mentors, Lauren Voss, Randi Hubbard, Kristi Manthorne, Alyssa Brignardello and Kathy Lewis, who supported them while they completed the program.

Board meeting of June 16, 2022



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Superintendent
SUBJECT: **BUDGET UPDATE (ORAL AND WRITTEN)**
DATE: June 7, 2022

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

Board Meeting of June 16, 2022



NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT

2022-23 LOCAL CONTROL ACCOUNTABILITY PLAN

At the June 16, 2022 Board meeting, the Fountain Valley School District Board of Trustees will hold a Public Hearing to accept comments from members of the public on Fountain Valley School District's Local Control Accountability Plan (LCAP) for the year ending June 30, 2023, prior to Final Adoption as required by CA Education Code 52060.

The proposed LCAP is available for public inspection in the District Office beginning June 1st between the hours of 8:30 AM to 4:30 PM and is posted on the FVSD website at <https://www.fvsd.us>.

FOUNTAIN VALLEY SCHOOL DISTRICT



LCFF Budget Overview for Parents

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

CDS Code: 30664986027924

School Year: 2022-23

LEA contact information:

Jerry Gargus, Ed.D.

Assistant Superintendent, Educational Services

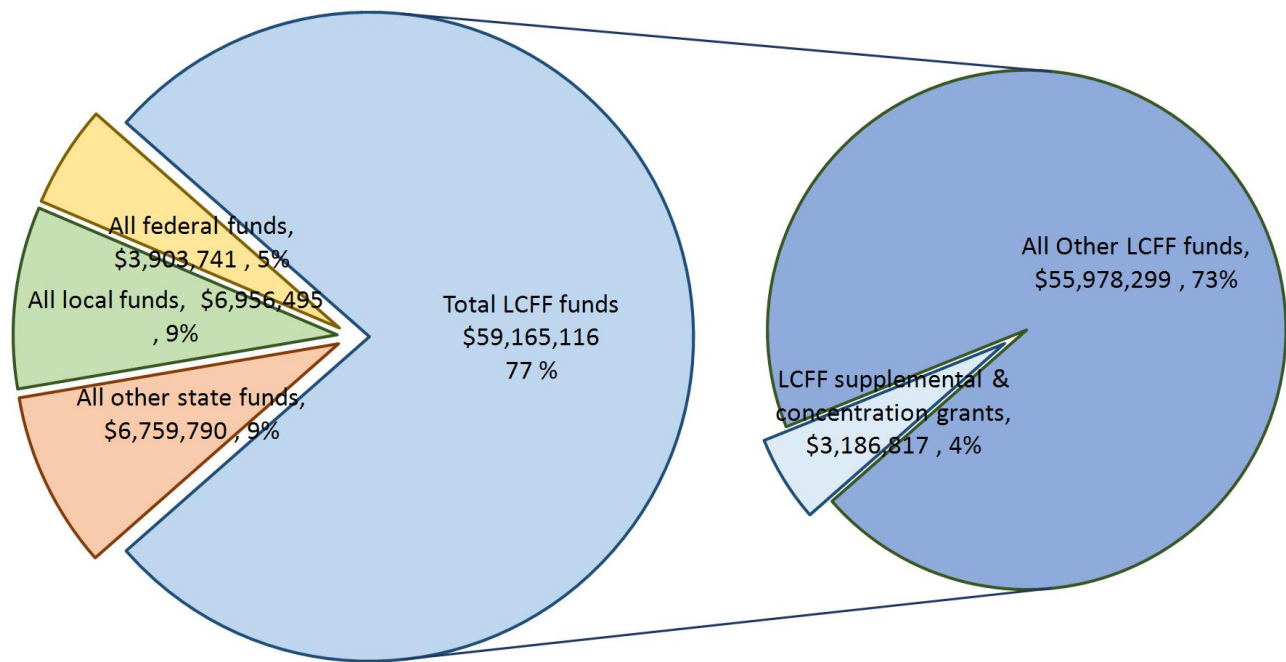
gargusj@fvsd.us

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 2022-23 School Year

Projected Revenue by Fund Source

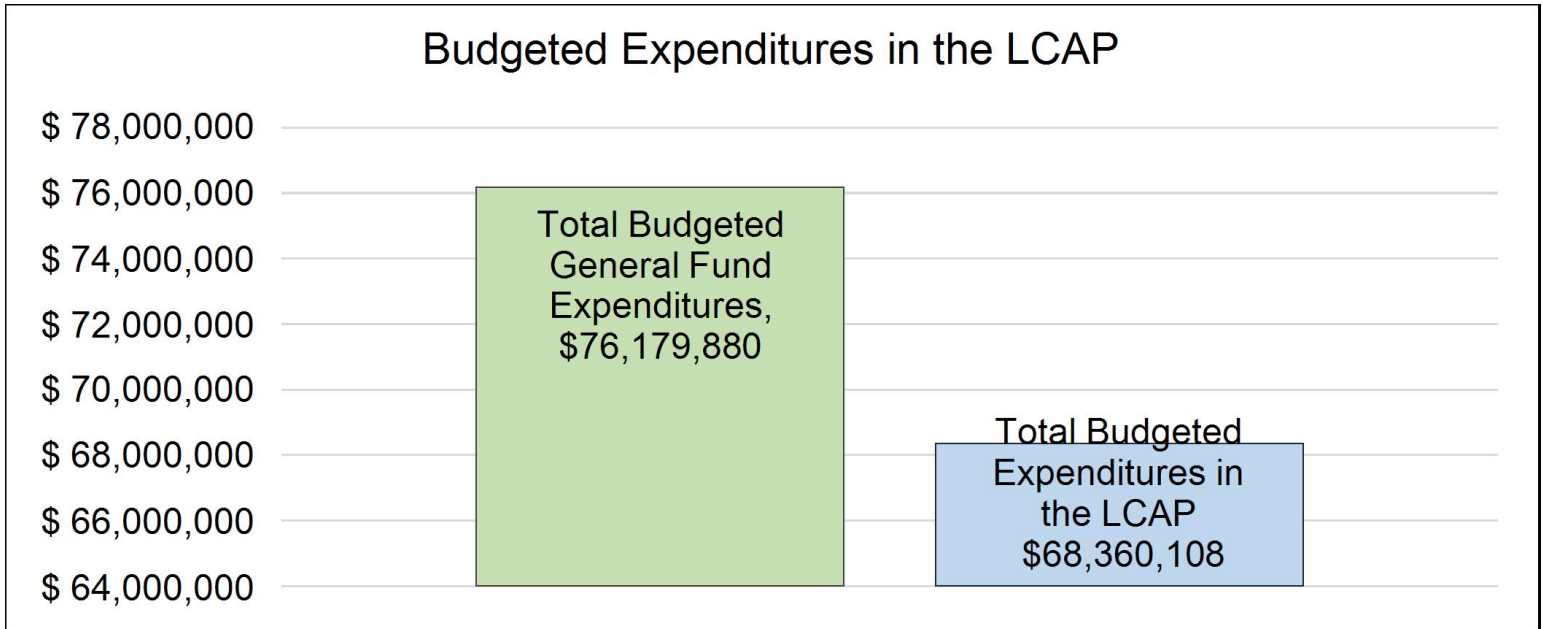


This chart shows the total general purpose revenue Fountain Valley School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Fountain Valley School District is \$76,285,142, of which \$59,165,116 is Local Control Funding Formula (LCFF), \$6,759,790 is other state funds, \$6,956,495 is local funds, and \$3,903,741 is federal funds. Of the \$59,165,116 in LCFF Funds, \$3,186,817 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 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

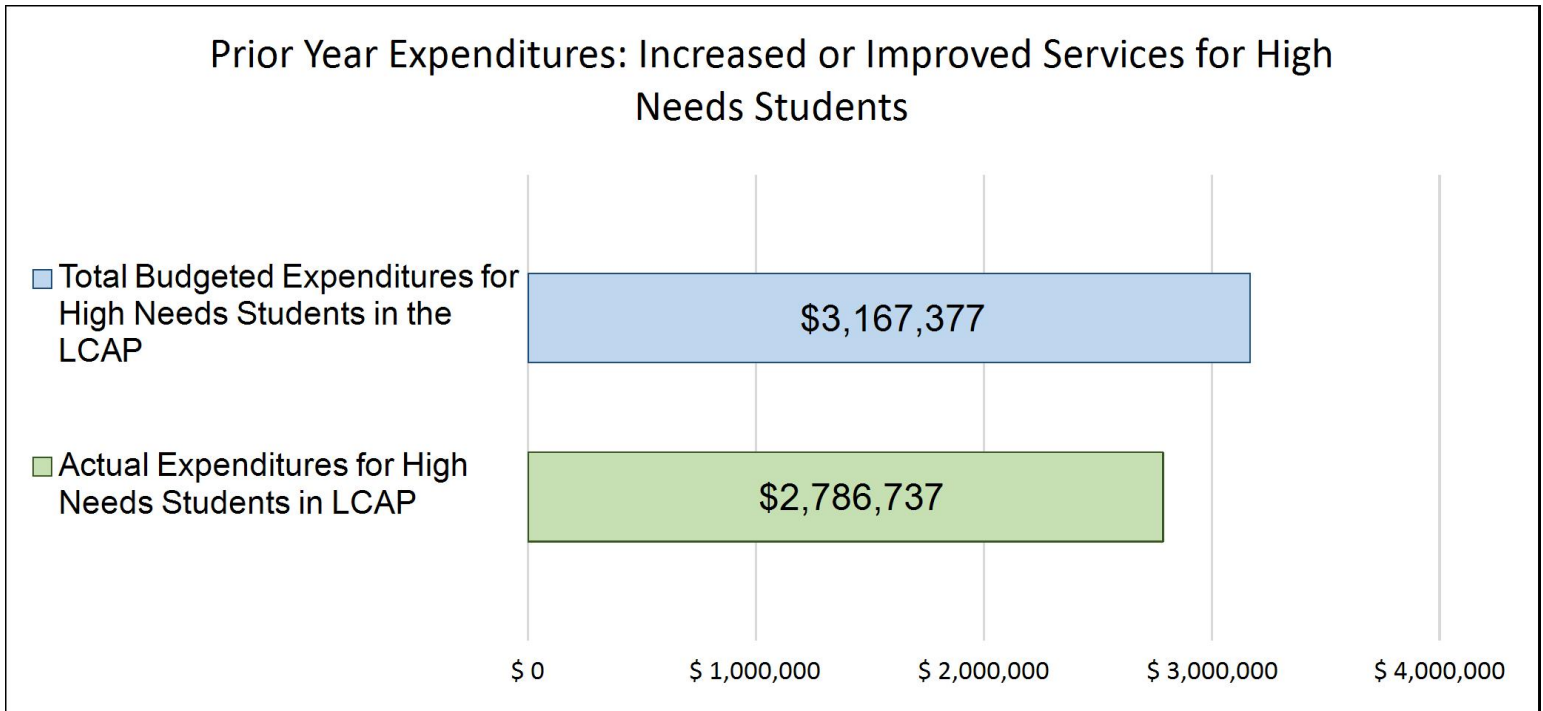
The text description of the above chart is as follows: Fountain Valley School District plans to spend \$76,179,880 for the 2022-23 school year. Of that amount, \$68,360,108 is tied to actions/services in the LCAP and \$7,819,772 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Fountain Valley School District is projecting it will receive \$3,186,817 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 \$3,446,057 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 2021-22



This chart compares what Fountain Valley School District budgeted last year in the LCAP 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.

The text description of the above chart is as follows: In 2021-22, Fountain Valley School District's LCAP budgeted \$3,167,377 for planned actions to increase or improve services for high needs students. Fountain Valley School District actually spent \$2,786,737 for actions to increase or improve services for high needs students in 2021-22.



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Fountain Valley School District	Jerry Gargus, Ed.D., Director of Educational Services	(714) 843-3268

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

Fountain Valley School District included all applicable funds in its adopted 2021-22 Local Control Accountability Plan, which was approved by the FVSD Board of Trustees on June 24, 2021. The LCAP included all adjustments made to the LCFF allocations over the course of Spring 2021, as well as the required supplemental plan developed to address funding received by the District through the Expanded Learning

Opportunities Grant.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Fountain Valley School District does not receive LCFF Concentration Funding due to fact that the District's unduplicated count of students does not meet the 55% threshold.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Fountain Valley School District has a longstanding tradition of working collaboratively to ensure that we meet the high expectations of our parents, staff, and community. As such, the District actively engaged educational partners in the development of the ESSER III Expenditure Plan through a variety of methods including (1) reflecting on input received by educational partners associated with the development of the 2021-22 LCAP and the Expanded Learning Opportunities Grant plan, (2) hosting an additional input session with the 2021-22 LCAP Leadership Team specifically dedicated to ESSER III input, and (3) conducting a survey of educational partners specific to the development of the ESSER III plan.

COMPONENT ONE: REFLECTING ON EDUCATIONAL PARTNER INPUT INTO THE 2021-22 LCAP & EXPANDED LEARNING OPPORTUNITIES GRANT

FVSD conducted a robust educational partner input process to develop both the 2021-22 LCAP and the Expanded Learning Opportunities Grant plan between January 2021 and June 2021. This work leveraged multiple virtual meetings with educational partner groups including the LCAP Leadership Team, District English Learner Advisory Committee, School Site Councils, Superintendent's Parent's Council, English Learner Lead Teachers, and GATE Lead Teachers. The District's LCAP Leadership Team represents a diverse group of educational partners including parent representatives from each school site, certificated and classified bargaining unit representatives, principal/assistant principal representatives, and district administrators. In addition, the District conducted a Local Control Accountability Plan Input Survey and received over 1,100 survey responses. Input gathered through this process helped serve as the backbone of the ESSER III Expenditure Plan development process.

COMPONENT TWO: DEDICATED ESSER III EDUCATIONAL PARTNER INPUT SESSION WITH 2021-22 LCAP LEADERSHIP TEAM

On October 13, 2021, FVSD hosted an additional in-person meeting of the 2021-22 LCAP Leadership Team to gather input specific to the ESSER III Expenditure Plan. Highlights of the input received by FVSD through this meeting included the Leadership Teams interest in supporting the following actions in the ESSER III Expenditure Plan:

- * Continuing to provide necessary PPE for staff and students, as well as providing additional custodial support to help ensure safe/healthy learning environments on campus (included as Action 1 in the ESSER III Expenditure Plan)
- * Expanding access to health-related services/support on school campuses (included as Action 2 in the ESSER III Expenditure Plan)
- * Ensuring access to COVID-19 testing resources at school sites (included as Action 2 in the ESSER III Expenditure Plan)
- * Ensuring robust summer learning opportunities for students (included as Action 3 in the ESSER III Expenditure Plan)
- * Creating opportunities for "Beyond the Bell" learning through high-dose tutoring (included as Action 3 in the ESSER III Expenditure Plan)
- * Increasing opportunities for teachers to work with small groups of students through additional staffing (included as Action 3 in the ESSER III Expenditure Plan)
- * Increasing opportunities for students to participate in social-emotional and academic counseling, as well as expanding the implementation of MTSS services at schools (included as Action 3 in the ESSER III Expenditure Plan)
- * Providing teachers/staff with training opportunities related to Social-Emotional Learning and increasing opportunities for academic intervention during the school day (included as Action 4 in the ESSER III Expenditure Plan)

COMPONENT THREE: DEDICATED ESSER III COMMUNITY INPUT SURVEY

In October 2021, FVSD distributed the FVSD ESSER III Community Input Survey to all parents and staff. The District received over 650 responses to the survey - of which 22% were received from families of low-income students and 4% were received from families of English Learners. Highlights of the input received by FVSD through the ESSER III Community Input Survey included:

- * 87% support for providing PPE and maintaining safe learning environments (included as Action 1 of the ESSER III Expenditure Plan)
- * 80% support for expanding access to health-related services provided by district staff, as well as additional support for contact tracing (included as Action 2 of the ESSER III Expenditure Plan)
- * 84% support for expanding access to timely and no-cost COVID-19 testing for students and staff (included as Action 2 of the ESSER III Expenditure Plan)
- * 92% support for expanding the summer school program for students across all grade levels (included as Action 3 of the ESSER III Expenditure Plan)
- * 93% support for providing students with "beyond-the-bell" learning activities or high-dose tutoring (included as Action 3 of the ESSER III Expenditure Plan)
- * 87% support for providing teachers with opportunities to work with students in small groups through additional staffing (included as Action 3 of the ESSER III Expenditure Plan)
- * 90% support for expanding access to social-emotional support for students (included as Action 3 of the ESSER III Expenditure Plan)
- * 88% support for providing ongoing professional development, instructional support, and coaching for teachers/staff (included as Action 4 of the ESSER III Expenditure Plan)

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Fountain Valley School District is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief Fund plan by executing the following actions:

ACTION 1: STRATEGIES FOR CONTINUOUS AND SAFE IN-PERSON LEARNING

Providing safe and healthy learning environments for students and staff to help maximize in-person instructional time for students

Budgeted Amount: \$804,028.00

UPDATE ON ACTION 1

FVSD will utilize ARPA/ESSER III funding to acquire and distribute Personal Protective Equipment (PPE), establish and maintain safe learning environments, provide additional custodial support and resources, ensure optimal ventilation in the classroom, and implement COVID safety measures on district-provided transportation vehicles. The attendance rate for the 2021-22 school year through 12/17/2021 was 95.07%. For comparison purposes, the attendance rate for the 2020-21 school year for FVSD was 95.73%. As of the 1st Interim Report, there were no expenditures of ESSER III funds on this action. Expenditures of ESSER III funds on this action will be initiated once the District has exhausted all remaining ESSER II funding.

ACTION 2: STRATEGIES FOR CONTINUOUS AND SAFE IN-PERSON LEARNING

Expand access to health-related services for students and staff to help maximize instructional time for students

Budgeted Amount: \$708,110.00

UPDATE ON ACTION 2

FVSD will utilize ARPA/ESSER III funding to expand access to health-related services provided by nurses, health aides, and other district staff. This support included expanded support for contact tracing and pandemic-related communication with families. FVSD will utilize ESSER III funding to expand ongoing access to timely and cost-free COVID-19 testing.

Funding allocated to this action will enable FVSD to continue to increase work hours for health aides at school sites and provide resources needed to fund additional hours for District nursing staff. As of the 1st Interim Report, there were no expenditures of ESSER III funds on this action. Expenditures of ESSER III funds on this action will be initiated once the District has exhausted all remaining ESSER II funding.

ACTION 3: ADDRESSING THE IMPACT OF LOST INSTRUCTIONAL TIME

Expand programming to mitigate the impact of lost instructional time by supporting the academic success and social-emotional wellness of students

Budgeted Amount: \$1,212,031.00

UPDATE ON ACTION 3

FVSD will utilize ARPA/ESSER III funding to support academic inventions including "beyond-the-bell" learning activities and expanding opportunities for teachers to leverage small-group instruction in classrooms. The District is currently exploring options for high-dose tutoring leveraging the support of FVSD teachers/staff outside of contract hours and educational partners from the private sector. The District intends to utilize ARPA/ESSER III funds to offer an expanded Summer Learning Program to extend learning opportunities beyond the traditional school year. In addition, FVSD continues to utilize ARPA/ESSER III funds to expand and extend social-emotional support programs, including the Behavioral Intervention Aide program at each FVSD elementary school. As of the 1st Interim Report, there were no expenditures of ESSER III funds on this action. Expenditures of ESSER III funds on this action will be initiated once the District has exhausted other funding sources.

ACTION 4: ADDRESSING THE IMPACT OF LOST INSTRUCTIONAL TIME

Provide ongoing professional development, instructional support, and coaching for FVSD staff to support collaboration and high levels of academic achievement.

Update on Action 4

FVSD will utilize ARPA/ESSER III funding to provide professional development, instructional support, and coaching for teachers and staff related to the implementation of "best" first instruction, academic interventions, and social-emotional support. The District intends to utilize ESSER III funds to extend Site Lead Teacher positions into "out-years" beyond the 2021-22 school year (funded through ELOG for 2021-22 school year). As of the 1st Interim Report, there were no expenditures of ESSER III funds on this action. Expenditures of ESSER III funds on this action will be initiated once the District has exhausted other funding sources.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

Fountain Valley School District continues to utilize the fiscal resources received for the 2021-22 school year in a manner consistent with the 2021-22 Local Control Accountability Plan, Expanded Learning Opportunities Grant plan, Safe Return to In-person Instruction & Continuity of Services Plan, and the ESSER III Expenditure Plan. FVSD will continue to utilize fiscal resources in a manner that provides the most appropriate levels of support for students, while strategically leveraging resources in a manner that aligns with corresponding expenditure deadlines.

District's plans mentioned above are available on the FVSD website, and educational partners are encouraged to review these documents at the following web addresses:

2021-22 LOCAL CONTROL ACCOUNTABILITY PLAN (www.fvsd.us/apps/pages/LCAP)

Serves as the backbone for all instructional and operational activities of the Fountain Valley School District and is aligned with FVSD's District Priorities as adopted by the FVSD Board of Trustees which include (1) increasing student academic success for all students, (2) sustaining an inclusive, caring, and collaborative culture, (3) aligning resources to maximize achievement for 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. These District Priorities serve as the guiding principles in developing the Local Control Accountability Plan.

EXPANDED LEARNING OPPORTUNITIES GRANT PLAN (www.fvsd.us/apps/pages/ELOGGrantPlan)

This plan, approved by the Board of Trustees on June 24, 2021, specifies how the district plans to provide supplemental instruction and support strategies. Actions included in this plan include (1) extending instructional learning time; (2) accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports; (3) additional academic services for students; and, (4) training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs. These actions align with numerous actions in the 2021-22 LCAP including:

- * LCAP Action 1.5 - Professional development for certificated and classified staff (aligns with ELOG Action 4)
- * LCAP Action 2.1 - Provide coordinated services for English Learners at school sites (aligns with ELOG Actions 1-3)
- * LCAP Action 2.2 - Implement co-teaching service delivery model (aligns with ELOG Actions 2 and 3)
- * LCAP Action 2.3 - Utilize common assessments to monitor the progress of students in special populations (aligns with ELOG Actions 1-3)
- * LCAP Action 2.4 - Provide intervention for students identified as performing below grade level (aligns with ELOG Actions 1-3)
- * LCAP Action 4.4 - Social-emotional support for elementary students (aligns with ELOG Actions 3 and 4)
- * LCAP Action 4.5 - Middle school counseling program (aligns with ELOG Actions 3 and 4)
- * LCAP Action 4.6 - District-wide support for student behaviors (aligns with ELOG Actions 3 and 4)
- * LCAP Action 4.7 - Promote student engagement and school connectedness (aligns with ELOG Actions 1-3)

2021-22 COVID-19 SAFETY PLAN (www.fvsd.us/apps/pages/CovidSafetyPlan_21-22)

This plan is also referred to as the "Safe Return to In-person Instruction & Continuity of Services Plan" aligns with numerous actions in the 2021-22 LCAP including:

- * LCAP Action 4.2 - Communicating with parents regarding student absences and the importance of school attendance
- * LCAP Action 4.3 - Health services and health education
- * LCAP Action 5.1 - Providing clean and well-maintained school campuses
- * LCAP Action 5.4 - Site safety resources, supplies, and training

ESSER III EXPENDITURE PLAN (www.fvbsd.us/apps/pages/ESSER_III)

This plan, approved by the Board of Trustees on October 21, 2021, clearly delineates the alignment of fiscal resources between the actions of the ESSER III Plan with both the 2021-22 LCAP and the Expanded Learning Opportunities Grant Plan in the designated column on the tables located Page 5 and Page 6 of the document.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (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.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents

- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff

providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: *“A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”*

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: *“A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”*

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



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. Assistant Superintendent, Educational Services	gargusj@fvsd.us 714-843-3286

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

The Fountain Valley School District (FVSD) founded in 1876, is comprised of 10 schools (7 elementary and 3 middle schools) serving approximately 6,000 students from the cities of 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. Three of FVSD's elementary schools (Cox Elementary, Oka Elementary, and Plavan Elementary) and one middle school (Masuda Middle School) are identified as Title I schools.

Fountain Valley School District's dedicated team of educators strives to meet the needs of all students each day. The District is fully committed to meeting the academic and social-emotional 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 (7.1%). Fountain Valley School District has a long-standing tradition of supporting high levels of academic achievement, as well as supporting the social-emotional development of our students. FVSD's District Motto, "Preparing today's youth for tomorrow's future," embodies the commitment of FVSD employees and the community we serve to help students achieve excellent outcomes both in and out of the classroom.

Reflections: Successes

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

Due to the COVID-19 pandemic, state law has suspended the reporting of state indicators on the 2021 CA School Dashboard. However, FVSD is proud to share that the District performed at the highest possible level in both English Language Arts (Blue) and Mathematics (Blue) on the most recent CA Dashboard reporting that included information related to academic outcomes (2019).

The 2021 CA School Dashboard report only included information about the Local Indicators, schools (addresses), student population data (e.g., enrollment data). FVSD provided comprehensive narrative responses to the Local Indicators component of the 2021 CA School Dashboard including narrative responses related to (1) the Implementation of Academic Standards, (2) Access to a Broad Course of Study, (3) Basics: Teachers, Instructional Materials, and Facilities, (4) Parent and Family Engagement, and (5) Local Climate Survey.

FVSD also reflected on data released by the California Department of Education through the DataQuest web portal. This included data related to suspension and expulsion rates, chronic absenteeism, and data related to English Learners from the 2020-21 school year. As was the case on CA Dashboards prior to the COVID-19 Pandemic, FVSD had a very low suspension rate for the 2020-21 school year (0.1%), and no students were expelled from FVSD during the 2020-21 school year. In terms of successes related to working with English learners, FVSD continues to experience success, as reflected by the 74 students that were reclassified from English learner to Fluent English Proficient status during the 2020-21 school year.

Fountain Valley School District did not administer the CAASPP assessments during the 2020-21 school year, choosing instead to administer a locally-determined alternative to the CAASPP assessments. FVSD chose to administer IXL Diagnostic Assessments in the areas of English Language Arts and Mathematics with students across all grade levels and reported data for all students in 3rd-8th grade (including statistically significant student groups) as required by state law. Results from these assessments mirrored the academic success that students in Fountain Valley School District experienced pre-pandemic, as 74% of 3rd-8th grade students met or exceeded grade-level

standards on the English Language Arts assessment, and 70% of 3rd-8th grade students met or exceeded grade-level standards on the Math assessment. Although evidence of the Achievement Gap continued to be present in the IXL Diagnostic Assessment data from the 2020-21 school year for students in special populations student groups (i.e., English learners, Low-income students, Homeless, Foster Youth, and Students with Disabilities), that Achievement Gap for these students did not widen in spite of the negative impacts of the pandemic. Of particular note, is the fact that students identified as "Reclassified Fluent English Proficient" (RFEs) performed significantly better on the IXL Diagnostic Assessment in both English Language Arts (85%) and Mathematics (80%) than the "All Students" percentages (74% ELA and 70% Math). Finally, FVSD is very proud to share that the participation rate on the IXL Diagnostic Assessments continued to exceed the 95% participation rate expectations associated with pre-pandemic state-wide testing initiatives.

In order to build on the successes, FVSD plans to implement the actions associated with the 2022-23 Local Control Accountability Plan which maintain the District's focus on increasing student achievement, implementing targeted supports for "special populations" students, strengthening connections with parents, promoting school connectedness, and maintaining safe, clean campuses for all students. The descriptions of the specific actions to be taken are provided in subsequent sections of the 2022-23 Local Control Accountability Plan.

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.

Based on a review of the 2021 CA School Dashboard and data reported, FVSD identified the need to implement strategies to reduce the Chronic Absenteeism Rate (9.8% for 2020-21) to align more closely with pre-pandemic levels (3.8% in 2018-19). A significant reduction in the Chronic Absenteeism rate is not anticipated for the 2021-22 school year; however, district and school staff are diligently tracking attendance data and working closely with families to provide support in improving school attendance. The District also reflected on data reported in the 2021 CA School Dashboard from the Local Indicators component related to the "Local Climate Survey." Fountain Valley School District administered the CA Healthy Kids Survey during the 2020-21 school year and identified limited regression related to school connectedness and school safety, which were to be expected in light of the limitations placed on schools by the COVID-19 pandemic. FVSD recognizes the ongoing need to provide social-emotional support for students which will be reflected in the goals and actions of the 2022-23 LCAP.

As there were fewer areas of reporting on the 2021 CA School Dashboard, FVSD embraced the importance of relying on local data to identify performance gaps among student groups. FVSD utilized results from the 2020-21 IXL Diagnostic Assessments for English Language Arts and Mathematics to identify trends on the "macro-level" related to student group performance, and also on the "micro-level" to identify specific students in need of intensive academic intervention during the 2021-22 school year. Macro-level trends that were identified through analysis of the English Language Arts IXL Diagnostic data showed that performance discrepancies remain across ethnic groups, with the percentage of students meeting or exceeding grade-level standards ranging from 85% for Asian students, 71% for White students, and 61% for Hispanic students. A similar pattern was identified through analysis of the Mathematics IXL Diagnostic data with the percentage of students meeting or exceeding grade-level standards ranging from 82% for Asian students, 63% for White students, and 53% for Hispanic students. A continued focus on analyzing formative assessment data through the lens of ethnicity, as well as ongoing professional

development related to the District's Signature Practices in ELA and Math, will continue to be actions in the 2022-23 LCAP to help close the Achievement Gap. Macro-level trends were also identified through the analysis of English Language Arts and Mathematics IXL Diagnostic data for students in the District's special populations groups (i.e., English learners, low-income students, and Students with Disabilities). In the area of English Language Arts, 74% of "All Students" met or exceeded grade-level standards on the IXL Diagnostic Assessment, which was higher than the percentages for English learners (43%), Low-income students (61%), and Students with Disabilities (32%). In the area of Mathematics, 70% of "All Students" met or exceeded grade-level standards on the IXL Diagnostic Assessment, which was higher than the percentages for English learners (57%), Low-income students (51%), and Students with Disabilities (30%). In reflecting on both Dashboard data and local data, FVSD acknowledges the ongoing existence of the "Achievement Gap" and maintains its strong resolve to leverage all resources available to improve outcomes for students.

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 expenditures and the 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 goal areas within FVSD's LCAP 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 during the 2022-23 school year.

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.

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.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

FVSD engaged in an extensive process of consulting with a wide array of educational partners as part of the planning and development process for the 2022-23 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 leveraged in-person LCAP input meetings, as well as the 2022 FVSD LCAP Input Survey to access a broad continuum of educational partners. FVSD's in-person LCAP Input Meetings were conducted with the following groups:

- FVSD LCAP Leadership Team (January 25, 2022; March 29, 2022; May 10, 2022)
- District English Learner Advisory Council & District Advisory Council (January 27, 2022; February 24, 2022; March 24, 2022)
- Site Administrators (January 18, 2022; March 22, 2022)
- EL & GATE Lead Teachers (February 9, 2022; February 28, 2022)
- Middle School Student Input Session (February 4, 2022; March 9, 2022; March 23, 2022)
- Superintendent's Parent's Council (March 16, 2022)
- Board Presentation (February 10, 2022)
- Community Information Session (March 30, 2022)
- School Site Council Meetings (February-March 2022)
- LCAP Development Consultation with Orange County Department of Education (April 26, 2022)
- Public Hearing on LCAP conducted at FVSD Board Meeting (June 10, 2022)

In addition to in-person LCAP Input Meetings, FVSD conducted the 2022 FVSD LCAP Input Survey, which was open from February 5, 2022, through April 4, 2022. FVSD is pleased to share that there was a high level of participation in the survey, with over 750 responses collected. Survey respondents represent a diverse collection of educational partners from across FVSD as demonstrated through the following data points:

- 79% of survey respondents identified as "Parents of FVSD Students"
- 16% of survey respondents identified as "Certificated Staff"
- 8% of survey respondents identified as "Classified Staff"
- 6% of survey respondents identified as "Community Members"

In addition, the survey asked parents to indicate if their children participated in the District's English Learner programs (11% confirmed), Free- or Reduced-Lunch program (20% confirmed), or Gifted and Talented Program (21% confirmed).

FVSD staff reviewed both the quantitative and qualitative responses to the LCAP Input Survey (nearly 800 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 educational partners.

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, 96.9% of responses associated with Goal #1 were favorable (“strongly” or “moderately” supportive), 91.3% of responses to Goal #2 were favorable, 96.1% of responses to Goal #3 were favorable, 97.0% of responses to Goal #4 were favorable, and 98.3% of responses to Goal #5 were favorable. There were multiple open-ended response statements included in the 2022-23 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.

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

- Providing teachers with opportunities to collaborate, plan, and engage in professional development
- Expanding programming related to STEM/Robotics, Career/Technical Education, Gifted Education programming, and Physical education
- Continuing to provide music education and expanding access to visual arts
- Continuing to support the school library program and expand resources for classroom libraries

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

- Continuing to provide academic interventions during the school day and expand access to academic support beyond-the-bell
- Continuing to improve instructional programming to support English learners
- Providing more support and inclusion opportunities for students with special needs, including training opportunities for teachers serving in the co-teaching model

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

- Expanding outreach to parents new to the district to strengthen the connection to schools
- Offering parent engagement activities specifically for parents of students with special needs and parents, English Learners, and parents representing diverse cultures
- Varying the times of parent organization meetings and special events so that more parents can attend
- Providing communication through multi-media platforms as well as sending paper copies home to increase chances of messaging reaching families

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

- Expanding access to school counselors at the middle school level and additional counselors to support elementary students
- Providing social-emotional learning for students at all grade levels

- Expanding access to health-related support and education through nurses

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

- Ensuring safe and clean learning environments and restrooms
- Continuing to provide access to educational technology while balancing with non-digital learning resources
- Maintaining infrastructure to support technology use on school campuses
- Continuing to improve landscaping and physical appearance of district facilities

In addition to the LCAP Survey, numerous educational partner groups attended meetings specifically purposed to gain 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:

- Expanding resources to support instruction in English Language Arts and English Language Development (LCAP Leadership Team, Teacher Group Input, EL/GATE Leads, Site Lead Teachers & TOSAs, Admin Team)
- Expanding electives options at the middle schools and enrichment activities across all campuses including fine arts, music, coding, and robotics (LCAP Leadership Team, Superintendent's Parent Council, Student Groups, Admin Team, DAC/DELAC, Site Councils)
- Continuing to provide relevant professional development integrating teacher collaboration related to FVSD's Signature Practices, and instructional technology (LCAP Leadership Team, Admin Team, Teacher Groups, Site Lead Teachers & TOSAs)

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

- Expanding programs to support English learners including bilingual aides, instructional resources, and teacher professional development (DAC/DELAC, Site Lead Teachers & TOSAs, LCAP Leadership Team, EL/GATE Leads, Superintendent's Parent Council)
- Continuing to support academic interventions related to reading/language arts and expanding resources to support math intervention (DAC/DELAC, Site Lead Teachers & TOSAs, LCAP Leadership Team, Admin Team, Superintendent's Parent Council)
- Continuing to provide support for instructional programming (co-teaching) for students with special needs and providing professional development (Admin Team, Site Lead Teachers & TOSAs, LCAP Leadership Team)
- Expanding programs to support students identified as Gifted & Talented through enrichment activities (GATE Lead Teachers, Site Lead Teachers & TOSAs, LCAP Leadership Team, Admin Team, Superintendent's Parent Council)

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

- Expanding parent education and engagement activities related to instructional programming and social-emotional wellness (LCAP Leadership Team, Admin Team, DAC/DELAC, Superintendent's Parent Council)
- Ensuring ongoing communication between teachers and parents related to students' academic and social-emotional development (LCAP Leadership Team, Admin Team, DAC/DELAC, Superintendent's Parent Council)

- Expanding outreach to parents from under-represented populations through digital and paper-based communication (LCAP Leadership Team, Admin Team, DAC/DELAC, Superintendent's Parent Council)

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

- Continuing to expand activities for students including lunchtime activities, clubs, and student leadership opportunities (Students, LCAP Leadership Team, Site Councils, Superintendent's Parent Council, EL/GATE Lead Teachers, Admin Team)
- Continuing to develop positive behavior interventions and supports programming at all schools (All input groups highlighted this action as an area to focus on in 2022-23)
- Supporting social-emotional learning for all students across all sites (All input groups highlighted this action as an area to focus on in 2022-23)
- Expanding programming related to counseling, mental health and wellness, and connections to community-based resources (All input groups highlighted this action as an area to focus on in 2022-23)

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

- Continuing to maintain clean, safe campuses for students, staff, and the community (All input groups highlighted this action as an area to focus on in 2022-23)
- Making improvements to campus amenities such as shade structures, water bottle filling stations, PA systems, murals, and buddy benches (LCAP Leadership Team, Superintendent's Parent Council, Admin Team, DAC/DELAC)
- Updating playground equipment and providing resources to support recess and physical education activities (Student Groups, LCAP Leadership Team, DAC/DELAC, Superintendent's Parent Council)
- Continuing to focus on campus safety through partnerships with parents and community agencies (LCAP Leadership Team, DAC/DELAC, Site Admin, Superintendent's Parent Council)

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 educational partner groups is directly reflected in the Goals, Actions, and Services associated with the 2022-23 LCAP.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Input from educational partners 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.

The following actions were directly impacted by qualitative and/or quantitative data gathered through the educational partner input process:

- Action 1.3 which allocates \$450,000.00 to expand elective programs at middle schools (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 1.6 which allocates \$274,940.00 to ensure 1:1 access to devices for students (budgeted expenditure decreased due to availability of other 1-time funding sources)
- Action 1.8 which allocates \$425,000.00 to ensure all elementary students participate in regularly scheduled music instruction (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 1.9 which allocates \$396,500.00 to expand access to school libraries and improve collections (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 1.10 which allocates \$500,000.00 to implement an Itinerant PE Program across the District's elementary sites (new action - new allocation of resources)
- Action 2.1 which allocates \$428,431.00 to provide coordinated services for English Learners (budgeted expenditure increased over 2021-22 level)
- Action 2.4 which allocates \$450,000.00 to provide intervention for students performing below grade level (decreased due to availability of other 1-time funding sources)
- Action 2.6 which allocates \$70,000.00 to provide coordinated services for gifted students (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 3.1 which allocates \$10,000.00 to provide parent and volunteer training at school sites (no change to allocation)
- Action 3.2 which allocates \$108,812.00 to utilize multiple technology platforms to communicate with parents and families (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 3.3 which allocates \$80,000.00 to provide a District-level Bilingual Community Liaison to facilitate outreach to families (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 3.5 which allocates \$32,000.00 to expand outreach to parents of students from special populations (no change to allocation)
- Action 4.2 which allocates \$50,000.00 to improve student attendance and parent communication related to student attendance (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 4.3 which allocates \$637,515.00 to provide health services and health education for students (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 4.4 which allocates \$395,519.00 to provide social-emotional support for elementary students (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 4.5 which allocates \$291,882.00 to provide a middle school counseling program to support the social-emotional needs of students (budgeted expenditures decreased slightly for 2022-23)
- Action 4.6 which allocates \$143,000.00 to expand programming that provides positive behavior interventions and supports (budgeted expenditure increased over 2021-22 level for 2022-23)
- Action 4.7 which allocates \$30,000.00 to promote student engagement and school connectedness through electives and student activities (no change to allocation)
- Action 5.4 which allocates \$71,443.00 to provide supplies for school site emergency bins and training for staff (budgeted expenditure decreased due to availability of other 1-time funding sources)

Please review the "Summary of feedback from specific educational partners groups" component of this section of the LCAP as a reference point for drawing relationships between the increased expenditures associated with these actions and input from stakeholders. Of the aforementioned actions, Actions 1.3, 1.9, 1.10, 2.1, 2.4, 3.1, 3.3, 3.4, 4.3, 4.4, 4.5, 4.6, and 4.7 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 by ensuring students 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 educational partner groups and results from the 2022-23 LCAP Input Survey. In addition, the Board Priorities of the Fountain Valley School Board consistently hold the 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. During the most recent year of state testing (2020-21), FVSD took advantage of the flexibility to administer a locally-determined assessment, the IXL Diagnostic Assessment for English Language Arts and Mathematics, due to the unique circumstances arising as a result of the COVID-19 pandemic. For the 2020-21 assessment year, 74% of 3rd-8th grade students "met or exceeded" grade-level standards on the IXL Diagnostic Assessment for English Language Arts, and 70% of 3rd-8th grade students "met or exceeded" grade-level standards on the IXL Diagnostic Assessment for Mathematics. 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 93% of respondents to the District's 2022 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 FVSD certificated staff are qualified to support the academic needs of students			100% of staff qualified to support the academic needs of students
Percentage of students with access to textbooks and	100% of students have access to textbooks and	100% of students have access to textbooks and			100% of students have access to textbooks and

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
standards-aligned instructional materials	standards-aligned instructional materials	standards-aligned instructional materials			standards-aligned instructional materials
Percentage of students Meeting or Exceeding grade level standards as measured on the Smarter Balance Assessment for English Language Arts	77% of FVSD students in grades 3-8 "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 to prior SBAC results for the 2020-21 school year)	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for English Language Arts in lieu of the Smarter Balanced Assessment for English Language Arts during the 2020-21 school year with 74% of students demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments administered prior to the COVID-19 pandemic			Increase percentage of 3rd-8th grade students Meeting or Exceeding standards on SBAC ELA by 2-3% annually
Percentage of students Meeting or Exceeding on the Smarter Balanced Assessment for Mathematics	77% of FVSD students in grades 3-8 "Met or Exceeded Standards" on the 2018-19 Smarter Balanced Assessment for Mathematics	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for Mathematics in lieu of the Smarter Balanced Assessment for Mathematics during			Increase percentage of 3rd-8th grade students Meeting or Exceeding standards on SBAC Mathematics 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)	the 2020-21 school year with 70% of students demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments administered prior to the COVID-19 pandemic			
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	Due to flexibility in state testing protocols, FVSD did not administer the CAST assessment during the 2020-21 school year.			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	50% of FVSD 3rd Grade students demonstrated proficiency on the 3rd grade literacy assessment at the conclusion of the 2020-21 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	100% of FVSD students engaged in Daily/Almost Daily use of technology to support learning			90% of FVSD students surveyed reporting Daily/Almost-daily Use

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Technology to support learning	throughout the 2020-21 school year			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			100% of FVSD students have access to a Broad Course of Study

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	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 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.	\$52,096,427.00	No
1.2	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.	\$52,200.00	No

Action #	Title	Description	Total Funds	Contributing
1.3	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.	\$219,977.00	No
1.4	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 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.	\$1,014,000.00	No
1.5	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	\$100,000.00	No

Action #	Title	Description	Total Funds	Contributing
		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.		
1.6	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 knowledge/learning beyond the traditional confines of an individual classroom.	\$295,000.00	No
1.7	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.	\$875,543.00	No

Action #	Title	Description	Total Funds	Contributing
1.8	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.	\$454,138.00	No
1.9	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 the continued provision of part-time Library Media Technicians at all schools to facilitate access to school libraries, as well as providing ongoing resources to support the expansion of school library collections. The anticipated long-term positive impact of this action on student achievement and behavior will be greater access to appropriate reading material through regularly 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.	\$468,016.00	Yes
1.10	Elementary Physical Education	FVSD will hire and retain a cadre of certificated Physical Education Teachers to provide instruction for students on a weekly basis at all seven elementary schools. The anticipated immediate impact of this action on staff will be the creation of planning time for elementary classroom teachers. The anticipated long-term positive impact of this action on student achievement and behavior will be improved quality of instruction in physical education due to the required single-subject	\$500,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		credentialing of elementary PE teachers and the specialized content knowledge they possess.		

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.

Fountain Valley School District implemented each of the actions intended to support the achievement of LCAP Goal 1, supporting the academic success of students by ensuring their participation in a rigorous academic program. For Action 1.1, 100% of FVSD classrooms were staffed with appropriately-credentialed certificated teachers. For Action 1.2, the District ensured that all teachers required to participate in a new teacher Induction Program successfully completed all of the necessary course work under the supervision of a designated program lead and mentor teacher. For Action 1.3, FVSD expanded the middle school choir program, the world languages program, and continued to support the implementation of robotics programming within the elective programs at all three middle school sites. For Action 1.4, the District introduced new instructional materials for science instruction at all grade levels, new instructional materials for middle school history/social studies, expanded access to instructional materials to support phonics and phonemic awareness, and continued to provide standards-aligned instructional materials to support other aspects of English/Language Arts and mathematics. For Action 1.5, FVSD provided a comprehensive program of professional development focused on broadening content-area knowledge and instructional pedagogy related to the District's Signature Practices, newly-introduced instructional materials, and use of educational technology platforms. For Actions 1.6 and 1.7, FVSD continued to support a 1:1 device program for students at all grade levels, provided technology support at school sites through the Site Lead Technology Teacher program, and expand the capabilities of network infrastructure to support the rapid expansion of educational technology platforms. For Action 1.8, FVSD expanded the Elementary Music Program by hiring an additional itinerant music teacher to improve scheduling flexibility for school sites. For Action 1.9, the District provided substantial resources to support the expansion of library media assistant hours, as well as the expansion of library collections. As was the case for school districts across the country, FVSD encountered significant challenges in executing the actions articulated to help reach this goal due to the unprecedented challenges presented by the COVID-19 pandemic which included virtual and hybrid learning models, attendance-related issues due to student and staff quarantines, and compromised ability to engage in in-person professional development activities throughout the 2020-21 school year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 1, Budgeted Expenditures totaled \$51,423,258.00 and the Estimated Actual Expenditures total \$49,880,179.00 (96.9% of Budgeted Expenditures). Within Goal 1, material differences exist between Budgeted Expenditures and Estimated Actual Expenditures for Action 1.5 and Action 1.6.

* The primary cause for the difference between Budgeted Expenditures (\$300,000.00) and Estimated Actual Expenditures (\$142,929.00) for Action 1.5 was the decision to reduce the number of professional development days during the 2021-22 school year due to the well-documented labor shortages that especially impacted the availability of substitute teachers, as well as the utilization of one-time funding sources not connected to the LCAP to accomplish the action associated with this goal. The District continued to provide professional development through other venues such as individual and site-specific training; however, several full-day grade-level wide professional development sessions were suspended for the 2021-22 school year.

* The primary cause for the difference between Budgeted Expenditures (\$456,340.00) and Estimated Actual Expenditures (\$265,595.00) for Action 1.6 was the flexibility afforded to school districts to utilize an influx of COVID-10 Pandemic Relief funds to purchase devices and educational technology platforms for the 2021-22 school year.

* The primary cause for the difference between Budgeted Expenditures (\$646,250.00) and Estimated Actual Expenditures (\$748,326.00) is attributed to the higher than anticipated costs associated with the employment of staff to procure, prepare, distribute, and support personal devices within the District's 1:1 computing program than was initially anticipated.

Within Goal 1, only Action 1.9 is identified as contributing to increased or improved services, and Estimated Actual Expenditures (\$366,926.00) for this action exceeded Budgeted Expenditures (\$365,225.00) by 0.04%.

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

The consistent trend of high achievement in Fountain Valley School District over the past five years provides strong evidence that the actions associated with this goal are highly effective. In spite of the unique circumstances in public education over the past two years, data from common assessments indicate that FVSD students continued to learn at high levels (74% of students meeting or exceeding standards in English Language Arts in 2020-21 and 70% of students meeting or exceeding standards in mathematics in 2020-21). In the five school years prior to the onset of the pandemic, FVSD realized some of the highest proficiency levels in all of Orange County (#2 in Mathematics and #3 in English Language Arts), as well as the highest growth in proficiency rates of the high-achieving districts in Orange County (14% increase in Mathematics and 8% increase in English Language Arts). Goal #1 of FVSD's LCAP has remained consistent since the initial implementation of the LCAP, while there have been adaptations to the actions associated with the goal over the course of time. This approach of maintaining consistent LCAP goals and building in the flexibility to reach those goals by making adaptations or additions to the actions is reflective of the FVSD Board of Trustee's District Priorities and provides tight alignment to the LCFF State Priority Areas. It is a tremendous credit to all FVSD staff that the specific actions articulated to support the achievement of this goal were executed in a manner that continued to support student progress, as the District continued to navigate the unique circumstances schools face as a result of the ongoing pandemic. Exemplary work was done by the District's Personnel Services Division to recruit, select, and retain highly qualified staff within both the certificated and classified ranks (Action 1.1) and to provide an Induction Program for new teachers (Action 1.2) while navigating COVID-related quarantines that caused a significantly elevated need for substitute personnel and overall shortages within the labor market. The Educational Services Division continued to expand elective options at each middle school and supported the implementation of two new adoptions (K-8 Science and 6-8 Social Studies). In addition, teams of teachers began the work of exploring new instructional resources to

support middle school English Language Arts and English Language Development (Actions 1.3 and 1.4). FVSD was able to re-engage in professional development through in-person venues, while also continuing to leverage virtual learning for teachers and staff (Action 1.5). FVSD hired an additional teacher to support the elementary music program and increased hours for library media personnel to expand access for students (Action 1.8 and 1.9). The Information Technology Division was also called on to expand access to educational technology resources (hardware and software) and to provide additional tech support needs for teachers, staff, and students (Action 1.6 and 1.7). Success in making progress toward this goal must be viewed, not only through the lens of student achievement data as would be the case in a non-pandemic impacted school year but also through the lens of minimizing the impact of the pandemic on the experiences of educators and students to the greatest extent possible. Through both lenses, the execution of the actions associated with LCAP Goal 1 was successful in helping students make progress toward the goal.

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.

Based on input from educational partners, FVSD added Action 1.10 to enhance the District's delivery of physical education instruction at the elementary level. It is anticipated that the addition of this action will significantly improve physical education instructional activities for students, as the District plans to hire and retain a cadre of certificated physical education teachers that possess specialized knowledge of health and fitness instructional activities, as well as the Physical Education Model Content Standards for California Public Schools. FVSD added this action to the 2022-23 Local Control Accountability Plan based on feedback from numerous educational partner input groups including classroom teachers, parents, and school administrators.

The 2022-23 LCAP also includes adjustments to allocations for Action 1.4 and Action 1.5 as the District seeks to leverage resources from one-time funding sources (Expanded Learning Opportunities Grant, Elementary & Secondary Schools Education Relief III, and Educator Effectiveness Block Grant) to complement LCAP resources in supporting professional development for certificated and classified staff, as well as procurement of educational technology platforms and devices.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update 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 educational partner groups, all of which consistently communicated that the District should continue to prioritize the practice of providing additional support 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 the 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 91% of respondents to the District's 2022 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	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for English Language Arts in lieu of the Smarter Balanced Assessment for			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
	<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>English Language Arts during the 2020-21 school year with 43% of 3rd-8th grade English learners demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments administered prior to the COVID-19 pandemic</p>			
<p>Percentage of English Learners Meeting or Exceeding grade level standards on the Smarter Balance Assessment for Mathematics</p>	<p>52% of FVSD's 3rd-8th grade English Learners "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>Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for Mathematics in lieu of the Smarter Balanced Assessment for Mathematics during the 2020-21 school year with 51% of 3rd-8th grade English learners demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments</p>			<p>Increase percentage of 3rd-8th grade English Learners "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for Mathematics by 2-3% annually</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		administered prior to the COVID-19 pandemic			
Percentage of English Learners Meeting or Exceeding standards on the California Science Test (CAST)	11% of FVSD's 5th and 8th grade English Learners "Met or Exceeded Standards" on the 2018-19 California Science Test (CAST)	Due to flexibility in state testing protocols, FVSD did not administer the CAST assessment during the 2020-21 school year.			Increase percentage of 5th and 8th grade English Learners "Meeting or 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	27% of FVSD's English Learners achieved Overall Level 4 on the 2020-21 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)	11.6% of FVSD English Learners were reclassified during the 2020-21 school year			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	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for English Language Arts in lieu of the Smarter Balanced Assessment for			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
	(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)	English Language Arts during the 2020-21 school year with 61% of 3rd-8th grade Low-income students demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments administered prior to the COVID-19 pandemic			
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)	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for Mathematics in lieu of the Smarter Balanced Assessment for Mathematics during the 2020-21 school year with 57% of 3rd-8th grade English learners demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments			Increase percentage of 3rd - 8th grade Low-income students "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
		administered prior to the COVID-19 pandemic			
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)	Due to flexibility in state testing protocols, FVSD did not administer the CAST assessment during the 2020-21 school year.			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 Exceeding standards on the Smarter Balance Assessment for English Language Arts	32% of FVSD 3rd-8th grade Students with Disabilities "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 to prior SBAC results for the 2020-21 school year)	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for English Language Arts in lieu of the Smarter Balanced Assessment for English Language Arts during the 2020-21 school year with 32% of 3rd-8th grade Low-income demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments administered prior to			Increase percentage of 3rd - 8th grade Students with Disabilities "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
		the COVID-19 pandemic			
Percentage of Students with Special Needs Meeting or Exceeding standards on the Smarter Balance Assessment for Mathematics	31% of FVSD 3rd-8th grade Students with Disabilities "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)	Due to flexibility in state testing protocols, FVSD administered the IXL Diagnostic Assessment for Mathematics in lieu of the Smarter Balanced Assessment for Mathematics during the 2020-21 school year with 31% of 3rd-8th grade Low-income demonstrating grade level proficiency. Results from the assessment can not be directly compared to Smarter Balance Assessments administered prior to the COVID-19 pandemic			Increase percentage of 3rd - 8th grade Students with Disabilities "Meeting or Exceeding Standards" on the Smarter Balanced Assessment for Mathematics by 2-3% annually
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)	Due to flexibility in state testing protocols, FVSD did not administer the CAST assessment during the 2020-21 school year.			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
2.1	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 comprehensive ELD instruction for English Learners through an integrated instructional delivery model that leverages research-based instructional strategies and instructional resources 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.	\$352,735.00	Yes
2.2	Support the Co-Teaching service delivery model	FVSD will continue providing opportunities for full inclusion of students with special needs by implementing a Co-Teaching service delivery model. In addition, the District will continue to strive to provide inclusive learning environments for students with special needs to the extent determined by site-based IEP teams. 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	\$161,970.00	No

Action #	Title	Description	Total Funds	Contributing
		FVSD's instructional program supports the implementation of State Standards and ensure that students with disabilities benefit from a Broad Course of Study.		
2.3	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.	\$149,000.00	No
2.4	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. Intervention supports will follow a three-tiered model built featuring (1) differentiated "Best First" instruction in the classroom, (2) targeted reading and/or math support provided by reading/math intervention teachers, and (3) intensive interventions provided by educational specialists. 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	\$494,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>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.</p>		
2.5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	<p>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, 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.</p>	\$709,928.00	Yes
2.6	Provide coordinated services for students identified as Gifted & Talented	<p>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 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</p>	\$70,000.00	No

Action #	Title	Description	Total Funds	Contributing
		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.

Fountain Valley School District implemented each of the actions intended to support the achievement of LCAP Goal 2, supporting 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 providing additional supports needed to ensure equal access, engagement, and high levels of achievement. For Action 2.1, FVSD continued to provide coordinated services for English learners by identifying new instructional resources, implementing high-dose tutoring for students with emerging English skills during and outside of the school day, and expanding hours for bilingual aides assigned to provide primary language support for students with emerging English skills in the classroom. For Action 2.2, FVSD continued to provide resources and collaboration time for teachers supporting students through the co-teaching instructional model throughout the 2021-22 school year. For Action 2.3, the district continued to utilize common assessments such as the F&P reading assessment, Scholastic Reading Inventory (SRI) Lexile assessment, CGI common assessments, Smarter Balanced Interim Assessment Blocks, Initial and Summative ELPAC, and other classroom-based assessment platforms to closely monitor the progress students in the special populations student groups. Data from these assessments were used throughout the school year to identify students for academic interventions within and beyond the school day, as well as to identify students for 2022 summer learning programs. For Action 2.4, FVSD continued to implement a robust intervention program at both the elementary and middle school levels. The District continued to follow the philosophy of providing reading interventions in the primary grades to mitigate reading problems through an "early, often, and intensive" intervention model. In addition, FVSD expanded intervention programs at each of the three middle schools by supporting multiple sections with each school's master schedule to provide intervention in English Language Arts and Mathematics. The District also initiated a partnership with a high-dose tutoring company to provide individual and small-group tutoring for students with failing grades in English Language Arts and mathematics during the 3rd trimester of the 2021-22 school year. For Action 2.5, FVSD expanded support for classroom teachers by expanding two part-time Teacher-on-Special-Assignment (TOSA) positions to full-time status, while maintaining four other part-time TOSA positions. For Action 2.6, FVSD continued its practice of conducting universal screening of 3rd-grade students for giftedness, worked in partnership with the Orange County Department of Education to host Depth & Complexity/GATE Certification training programs throughout the school year, and continued to participate in the Orange County Council for Gifted & Talented Education. As was the case for school districts across the country, FVSD encountered significant challenges in executing the actions articulated to help reach this goal due to the unprecedented challenges presented by the COVID-19 pandemic which included attendance-related issues due to student and staff quarantines and compromised ability to engage in in-person professional development activities throughout the 2020-21 school year due to lack of availability of substitute teachers.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 2, Budgeted Expenditures totaled \$1,967,776.00 and the Estimated Actual Expenditures total \$1,677,781.00 (85.2% of Budgeted Expenditures). Within Goal 2, material differences exist between Budgeted Expenditures and Estimated Actual Expenditures for Action 2.1, 2.3, 2.4, 2.5, and 2.6.

* The primary causes for the difference between Budgeted Expenditures (\$383,150.00) and Estimated Actual Expenditures (\$293,185.00) for Action 2.1 were (1) the decision to defer the purchase of additional instructional materials to support ELD instruction into the 2022-23 school year and (2) challenges faced when attempting to staff bilingual aide positions to support "newcomer" students. As a result, Estimated Actual Expenditures totaled 76.5% of the budgeted expenditures for Action 2.1.

* The primary cause for the difference between Budgeted Expenditures (\$119,096.00) and Estimated Actual Expenditures (\$112,925.00) for Action 2.3 was lower than anticipated software licensing costs.

* The primary cause for the differences between Budgeted Expenditures (\$762,608.00) and Estimated Actual Expenditures (\$533,058.00) for Action 2.4 was related to the challenges faced when attempting to staff part-time reading intervention teaching positions with appropriately-credentialed teachers. As a result, the Estimated Actual Expenditures totaled 69.8% of the Budgeted Expenditures for Action 2.4.

* The primary cause for the differences between Budgeted Expenditures (\$510,000.00) and Estimated Actual Expenditures (\$579,464.00) for Action 2.5 was related to increased staffing costs associated with the District's TOSA program due to negotiated increases in compensation on the 2021-22 salary schedule, the increased role played by the team in developing content and delivering training for the District's summer school program, and the transition of professional development activities from during the school day to outside of the school day. As a result, the Estimated Actual Expenditures totaled 113.6% of the Budgeted Expenditures for Action 2.4.

* The primary causes for the difference between Budgeted Expenditures (\$60,000.00) and Estimated Actual Expenditures (\$29,383.00) for Action 2.6 were (1) reduced costs related to Universal Screening of 3rd-grade students and (2) lower than anticipated costs associated with professional development related to the District's GATE program. As a result, Estimated Actual Expenditures totaled 49.9% of Budgeted Expenditures for Action 2.6.

Within Goal 2, Action 2.1, 2.3, 2.4, 2.5, and 2.6 were identified as contributing to increased or improved services. As previously mentioned, Estimated Actual Expenditures represent 76.5% of Budget Expenditures for Action 2.1, Estimated Actual Expenditures represented 94.8% of Budgeted Expenditures for Action 2.3, and Estimated Actual Expenditures represent 69.8% of Budgeted Expenditures for Action 2.4. For Action 2.5, Estimated Actual Expenditures exceeded Budgeted Expenditures by 13.6%.

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

The consistent trend of high achievement in Fountain Valley School District over the past seven years provides strong evidence that the actions associated with this goal are highly effective. In spite of the unique circumstances in public education over the past two years due to the COVID-19 pandemic, data indicates that students in FVSD's special populations student groups continue to learn at high levels, as performance patterns continued to mirror pre-pandemic successes. Still, there is evidence that the Achievement Gap continues to exist for English learners, low-income students, and Students with Special Needs based on outcomes on the 2020-21 locally-determined assessments for English Language Arts and Mathematics. Achievement patterns in the 2020-21 data reflect patterns found in data sets from CAASPP testing during the period between 2014-15 and 2018-19, during which time students in FVSD's special population groups significantly outperformed their peers in those groups from across Orange County and the State of California. Goal 2 of FVSD's LCAP has remained consistent since the initial implementation of the LCAP, while there have been adaptations to the actions associated with the goal over the course of time. This approach of maintaining consistent LCAP goals and building in the flexibility to reach those goals by making adaptations or additions to the actions is reflective of the FVSD Board of Trustee's District Priorities and provides tight alignment to the LCFF State Priority Areas. Exemplary work was done by the District's classroom teachers and instructional aides in terms of providing coordinated services for English Learners (Action 2.1) and supporting the Co-teaching service delivery model for students with special needs (Action 2.2). In particular, the District's team of bilingual aides embraced additional responsibilities and work hours within the school day to provide elevated levels of support for "newcomers." The District's Personnel Services Division also worked diligently to identify reading intervention teachers to provide additional academic support for struggling readers (Action 2.4) and the team of reading intervention teachers demonstrated flexibility in scheduling that allowed them to support students throughout the school year. FVSD's team of Teachers on Special Assignment played an integral role in re-engaging teachers in the District's Signature Practices by providing training and coaching, and the District continued to identify students for the Gifted program through Universal Screening and teacher/parent referrals, as well as providing GATE certification training opportunities for teachers (Action 2.6). Success in making progress toward this goal must be viewed, not only through the lens of student achievement data as would be the case in a non-pandemic impacted school year but also through the lens of minimizing the impact of the ongoing pandemic on the experiences of educators and students to the greatest extent possible. Through both lenses, the execution of the actions associated with LCAP Goal 2 was successful in helping students make progress toward the goal. It is a tremendous credit to all FVSD staff that the specific actions articulated to support the achievement of this goal were executed in a manner that continued to support student progress in spite of the unique circumstances of the 2021-22 school year.

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.

There were no additional actions introduced for Goal 2, nor were any actions eliminated from the prior LCAP year. There are adjustments to allocations for Action 2.4 and Action 2.5 as the District seeks to leverage resources from one-time funding sources (Expanded Learning Opportunities Grant, Elementary & Secondary Schools Education Relief III, and Educator Effectiveness Block Grant) to complement LCAP resources in supporting professional development for certificated and classified staff, as well as procurement of educational technology platforms and devices.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update 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 educational partner groups that 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 96% of respondents to the District's 2022 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	95% of parents participated in Fall Parent-Teacher conferences			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	FVSD initiated parent volunteer activities in October 2021 and continued to expand opportunities through			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
	guidance from the California Department of Public Health	the remainder of the 2021-22 school year			
Written Translations of Documents	Maintain at or above 200 documents translated annually	300+ documents were translated by FVSD staff for distribution to families during the 2021-22 school year			Increase at or above 250 documents translated annually
Oral Interpretations for Families	Oral Interpretation provided at 130 scheduled meetings in baseline year	200+ meetings with families were supported by FVSD translators during the 2021-22 school year			Increase to Oral Interpretation provided at 150 or more scheduled meetings annually

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	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
3.2	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	\$124,686.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>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 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.</p>		
3.3	Bi-lingual Community Liaison	<p>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.</p>	\$84,239.00	Yes
3.4	Outreach to parents of students from special populations	<p>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</p>	\$32,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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.		
3.5	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.

Fountain Valley School District implemented each of the actions intended to support the achievement of LCAP Goal 3, supporting the academic success of students by working to ensure that all parents are engaged and play an active role in the school community. For Action 3.1, FVSD was able to provide parent and volunteer training, but to a much lesser extent due to the safety precautions implemented to navigate the COVID-19 pandemic. This was particularly the case for the months of September 2021 through February 2022 when guidance from the State of California regarding COVID testing and vaccination provided significant barriers to conducting parent engagement activities. Schools were able to expand their offerings of parent and volunteer training during the period between March 2022 and June 2022. For Action 3.2, FVSD continued to leverage technology solutions, social media venues, and newsletters to inform parents, promote involvement, and solicit input. In December 2021, FVSD established a Public Information Officer position to take the lead in developing weekly district newsletters using the Constant Contact platform, principals continued the practice of distributing weekly updates to their school communities

via the ParentSquare platform which also provided classroom teachers with a direct link to families. For Action 3.3, there were no significant differences between the planned action and the implementation of this action. The District's Bilingual Community Liaison continued to provide translations of countless documents for distribution to families whose primary language is not English, as well as continuing to provide interpreter support for numerous Individualized Education Plan meetings and parent conferences. For Action 3.4, FVSD continued to outreach to encourage parents to participate in district-level and school-level parent leadership groups including the District's LCAP Leadership Team, DELAC/ELAC, PTA/PTO meetings, and Superintendent's Parent Council, as well as the SELPA Community Advisory Council. For Action 3.5, FVSD continued the practice of partnering with the Huntington Beach Union High School District to conduct parent/student nights with middle school families. These events served to prepare students for the transition from middle school to high school, inform families about specialized programming and academic tracks, educate families about the A-G requirements, and provide information about the numerous student/parent engagement activities available at the high school level. As was the case for school districts across the country, FVSD encountered significant challenges in executing the actions articulated to help reach this goal due to the unprecedented challenges presented by the COVID-19 pandemic which included compromised capacity to have parents volunteer on school campuses, alternative approaches to outreach to families, and limited on-campus parent involvement and engagement activities.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 3, Budgeted Expenditures totaled \$185,595.00 and the Estimated Actual Expenditures total \$183,556.00 (98.9% of Budgeted Expenditures). Within Goal 3, material differences exist between Budgeted Expenditures and Estimated Actual Expenditures for Action 3.1.

* The primary cause for the difference between Budgeted Expenditures (\$10,000.00) and Estimated Actual Expenditures (\$2,107.00) was pandemic related protocols for parents accessing campus during most of the 2021-22 school year. Although protocols loosened over the course of the school year, FVSD the limited opportunities for parent volunteers necessitated fewer training opportunities. There were no additional material differences between Budgeted Expenditures and Estimated Actual Expenditures 3.3, 3.4, and 3.5, which were identified as contributing to increased or improved services.

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

Fountain Valley School District is proud of its long tradition of deep connections within the community. Although the COVID-19 pandemic has undoubtedly impacted the ability of school districts and schools to connect with families, FVSD has remained committed to engaging the community in meaningful ways. Unfortunately, the District's ability to provide parent and volunteer training (Action 3.1) was somewhat limited during the 2021-22 school year; however, there continued to be high levels of participation rates for virtual parent education events. During the 2021-22 school year, FVSD has continued to expand on the actions intended to engage with the community by increasing the frequency of newsletters from the District through Constant Contact, establishing a Public Information Officer position to serve as a point person for outreach, continued to leverage communication technologies to engage with families on a more frequent basis (Action 3.2), and improving access to information through translation/interpretation services for families with primary languages other than English (Action 3.3). FVSD

continued to host School Site Council (SSC), English Learner Advisory Council (ELAC/DELAC), PTA/PTO monthly meetings, and Superintendent's Parent Council (SPC) meetings throughout the school year, providing numerous opportunities for parents of students from special populations groups to participate in leadership activities (Action 3.4).

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.

Through reflection on prior practices, and input shared through various LCAP Input outreach activities, FVSD recognizes the need to continue to reach out to families of students from the special populations student groups including parents of English learners, Low-income students, Homeless/Foster Youth, and Students with Special needs to promote involvement in all aspects of district leadership including PTA/PTO participation, School Site Councils (SSC), District English Learner Advisory Committee (DELAC), LCAP Leadership Team, and Superintendent's Parent Council. In addition, school site leadership needs to be especially attentive to the importance of engaging in targeted outreach to encourage families of students in the special populations student group to participate in school activities such as Back-to-School Night, Open House, PTA/PTO meetings, and other parent activities. This does not require changes to the LCAP Goal or Actions; however, it does require a higher level of intentionality in executing the actions associated with Goal 3.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update 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 educational partner groups that 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 96% of respondents to the District's 2022 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%	Suspension rate for the 2020-21 school year was 0.1%			Maintain suspension rate at or below 1.0%
Expulsion Rate	Maintain expulsion rate at 0.0%	Expulsion rate for the 2020-21 school year was 0%			Maintain expulsion rate at 0.0%
Attendance Rate	Maintain attendance rate "at or above" 97.0%	Attendance rate for the 2020-21 school year was 95.73%			Maintain attendance rate "at or above" 97.0%
Chronic Absenteeism	Maintain chronic absenteeism rate "at or below" 3.5%	Chronic absenteeism rate for the 2020-21 school year was 9.8%			Maintain chronic absenteeism rate "at or below" 3.5%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Middle School Drop-out Rate	Maintain middle school drop-out rate at 0.0%	Middle school dropout rate for the 2020-21 school year was 0%			Maintain middle school drop-out rate at 0.0%
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 2020-21 CHKS	Results from the 2021-22 CHKS will not be available to FVSD until July/August 2022			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 2020-21 CHKS	Results from the 2021-22 CHKS will not be available to FVSD until July/August 2022			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 2020-21 CHKS	Results from the 2021-22 CHKS will not be available to FVSD until July/August 2022			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 2020-21 CHKS	Results from the 2021-22 CHKS will not be available to FVSD until July/August 2022			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
4.1	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. Implementation of this action will revolve around ongoing professional growth opportunities for site and district administrators, as well as resources to support the ongoing work of School Leadership Teams. 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.	\$20,000.00	Yes
4.2	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.	\$50,000.00	No
4.3	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. Implementation of this action will involve the staffing of school nurses and health aides, ongoing training for those team members, and providing resources necessary to administer basic first aid at school	\$492,456.00	Yes

Action #	Title	Description	Total Funds	Contributing
		sites. 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.		
4.4	Social-emotional support for elementary students	Provide social-emotional support to help ensure the emotional well-being of students by providing access to mental health professionals and instructional activities related to social-emotional wellness throughout the school year. 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.	\$387,000.00	Yes
4.5	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	\$342,154.00	Yes

Action #	Title	Description	Total Funds	Contributing
		options (Associates, Bachelor's, etc.), and help students to engage in the exploration of career goals.		
4.6	District-wide support for student behaviors	Implement and communicate to educational partners 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 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.	\$143,000.00	No
4.7	Promote student engagement and school connectedness	Promote student engagement and school connectedness through ongoing activities such as noon sports leagues, inter-scholastic athletics competitions at the middle school level, and student clubs (e.g., chess clubs, debate clubs, reading clubs, lego clubs, and robotics clubs). 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.

Fountain Valley School District implemented each of the actions intended to support the achievement of LCAP Goal 4, supporting the academic success of students by ensuring they have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness. For Action 4.1, FVSD continued to develop the leadership capacity needed to promote engagement and school connectedness, as School Leadership Teams (SLTs) at each school site continued to meet throughout the school year to plan and implement student activities. For Action 4.2, FVSD continued to leverage resources available through the District's Student Information System to track absences, communicate with families regarding student attendance, conduct Site-level and District-level attendance intervention meetings, and provide incentives for students with exemplary attendance records. For Action 4.3, FVSD continued to provide health services and health education, leveraging the skills of the District's team of nurses and health aids. Their work was particularly crucial during the 2021-22 school year as they played a lead role in contact tracing and communication with families related to COVID-19 cases. For Action 4.4, FVSD continued to develop programs to provide social-emotional support for elementary students including the provision of access to counseling support through district staff, as well as counseling interns and behavior intervention assistants. FVSD also provided site administrators with comprehensive California Healthy Kids Survey data for sharing with School Leadership Teams to determine site-based actions related to social-emotional wellness. For Action 4.5, FVSD's cadre of middle school counselors (1 per school site) continued to team with site administration, guidance technicians, and teachers to provide social-emotional support for students. For Action 4.6, FVSD provided each school site with an allocation of funding to purchase "school swag" for distribution to students as incentives for positive behaviors throughout the school year. For Action 4.7, FVSD provided an allocation of resources to each middle school to support stipends for teachers playing leadership roles in clubs and activities during lunch and after school and to plan school-wide student engagement activities such as assemblies, dances, and other events. As was the case for school districts across the country, FVSD encountered significant challenges in executing the actions articulated to help reach this goal due to the unprecedented challenges presented by the COVID-19 pandemic which included virtual and hybrid learning models, attendance-related issues due to student and staff quarantines, and compromised ability to engage in typical student engagement activities throughout the 2020-21 school year.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 4, Budgeted Expenditures totaled \$996,379.00 and the Estimated Actual Expenditures total \$856,913.00 (86.0% of Budgeted Expenditures). Within Goal 4, material differences exist between Budgeted Expenditures and Estimated Actual Expenditures for Actions 4.3 and 4.4.

* The primary causes for the difference between Budgeted Expenditures (\$583,370.00) and Estimated Actual Expenditures (\$488,179.00) for Action 4.3 were (1) the flexibility to support aspects of this action with one-time COVID-19 pandemic relief resources: and (2),

challenges faced when attempting to staff nursing and health aide positions due to shortages in the labor market. As a result, Estimated Actual Expenditures totaled 80.4% of the Budgeted Expenditures for Action 4.3.

* The primary cause for the difference between Budgeted Expenditures (\$31,360.00) and Estimated Actual Expenditures (\$23,204.00) for Action 4.4 was related to the challenges faced when attempting to staff paid intern positions that provided social-emotional support at the elementary level. As a result, Estimated Actual Expenditures totaled 81.4% of Budgeted Expenditures for Action 4.4.

Within Goal 4, Actions 4.1, 4.3, 4.4, 4.5, and 4.7 were identified as contributing to increased or improved services. As previously mentioned, Estimated Actual Expenditures represent 80.4% of Budget Expenditures for Action 4.3 and 81.4% of Budgeted Expenditures for Action 4.4. For Action 4.1, and 4.7, Estimated Actual Expenditures matched the Budgeted Expenditures. For Action 4.5, the negligible difference between Budgeted Expenditures (\$298,379.00) and Estimated Actual Expenditures (\$289,378.00) can be attributed to the placement of the middle school counselors on the FVSD salary schedule.

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

FVSD places tremendous importance on ensuring students have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness. Although the COVID-19 pandemic impacted many aspects of education during the 2020-21 school year, its impact on the social-emotional wellness of students and staff continues to be significant. FVSD recognized this impact during the 2020-21 school year and elevated support for services during the 2021-22 school year based on input from educational partners and data gathered through the California Healthy Kids Survey. Outcomes on a number of the metrics used to measure progress toward Goal 4 continued to remain strong as evidenced by the District's low suspension rate, expulsion rate, and drop-out rate, as well as the continued perceived safety at school by the District's 5th-grade students. FVSD anticipates that attendance rates and chronic absenteeism rates will return to pre-pandemic levels in the upcoming years, as much of the drop in attendance rates can be directly attributed to quarantining requirements and parent concerns over safety related to the pandemic.

Throughout the 2021-22 school year, the District continued to support the development of leadership capacity to promote engagement and school connectedness by providing resources for School Leadership Teams to meet to plan events and activities on each campus (Action 4.1). The District, and school sites, continued to track the daily attendance of all students, communicate with families via automated phone messages and direct outreach from school office personnel, recognize students for outstanding attendance, and provide counseling/interventions for students demonstrating less than desirable attendance rates (Action 4.2). During the 2022-23 school year, FVSD combined LCFF resources with other pandemic-related funding to expand hours for school nurses and health aides to help navigate the all-consuming task of contact tracing throughout the fall and to provide students with expanded access to health staff during the school day (Action 4.3). Due to staffing challenges, FVSD had to seek out innovative ways of providing social-emotional support at the elementary level (Action 4.4). The district was able to expand the hours of instructional aides and hire Behavioral Intervention Assistants (BIAs) to help support student behaviors at the elementary level, as well as hire Guidance Technicians at each of the District's three middle schools (Action 4.5). These two actions were supported by both LCFF funding and other pandemic-related funding. Each school site also received

allocations of LCFF funding to support student clubs and activities to help promote school connectedness and student engagement (Action 4.6 and 4.7). Clubs and activities supported by these resources helped schools establish lunchtime and after-school activities to bring the student communities together in positive, meaningful ways.

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.

FVSD plans two significant changes to the actions associated with Goal 4 within the 2022-23 LCAP. The first significant change is the planned expansion of Goal 4.4 to include the hiring of four counselors to support social-emotional programming and support for students across the District's three middle schools. This represents a significant investment in expanding social-emotional wellness programming at the elementary level, which was strongly advocated for by numerous educational partner groups throughout the LCAP Input process. The second significant change is the planned expansion of Action 4.6 to include the hiring of Coordinator of Safety and Student Services to support systematic implementation of safety and wellness programming across all ten FVSD schools.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update 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 educational partner groups that 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 or better achieved for 100% of District Facilities on the 2021-22 Facilities Inspection Tool report			Overall "Good" status: Maintain 100%

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	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-	\$8,252,865.00	No

Action #	Title	Description	Total Funds	Contributing
		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.		
5.2	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
5.3	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
5.4	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.	\$106,250.00	No

Action #	Title	Description	Total Funds	Contributing
5.5	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 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.	\$0.00	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.

Fountain Valley School District implemented each of the actions intended to support the achievement of LCAP Goal 5, providing students with school facilities that are clean, safe, and effectively support a 21st Century education. For Action 5.1, FVSD staff worked tirelessly throughout the 2021-22 school year to ensure that all classroom cleaning protocols needed to minimize the impact of the COVID-19 pandemic were implemented on a regularly scheduled basis. In addition, district staff continued to complete maintenance projects needed to ensure the effective daily operations of each school site and maintain the aesthetic appeal of all FVSD facilities. For Action 5.2, the District continued the long-standing practices of allocating resources to fund and execute the Deferred Maintenance Plan. For Action 5.3, the District continued to provide and maintain the infrastructure to support instructional technology, and significantly expanded the bandwidth across all campuses to maximize uninterrupted access to the educational technology platforms students access to support learning on a daily basis. For Action 5.4, there were two substantive differences between the planned and implemented actions, as the District did not hire a Safety Coordinator, altered plans related to safety training due to pandemic circumstances, and faced supply chain issues in procuring replacement safety bins for each district facility. For Action 5.5, FVSD continued to execute the District's Facilities Master Plan including ongoing campus modernization projects associated with Measure O.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For Goal 5, Budgeted Expenditures totaled \$7,105,393.00 and the Estimated Actual Expenditures totaled \$8,368,965.00 (117.8% of Budgeted Expenditures). Within Goal 5, material differences exist between Budgeted Expenditures and Estimated Actual Expenditures for Actions 5.1 and 5.4.

* The primary causes for the difference between Budgeted Expenditures (\$6,375,700.00) and Estimated Actual Expenditures (\$8,101,053) for Action 5.1 were (1) increased staffing costs due to the need for additional staff to execute the planned activities, and (2) elevated costs for materials and supplies due to inflation. As a result, Estimated Actual Expenditures totaled 122.4% of the Budgeted Expenditures for Action 5.1.

* The primary causes for the difference between Budgeted Expenditures (\$177,693.00) and Estimated Actual Expenditures (\$10,759.00) for Action 5.4 were (1) changes in staffing plans related to the Safety Coordinator position initially included in the LCAP budget for 2021-22, and (2) supply chain issues related to the procurement of replacement safety bins for each district facility. As a result, Estimated Actual Expenditures totaled 6.7% of the Budgeted Expenditures for Action 5.4.

Within Goal 5, there are no actions that are identified as contributing to increased or improved services.

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

FVSD takes great pride in providing students and staff with school facilities that are clean, safe, and effectively support a 21st Century education. District staff from the maintenance and operations team continued to demonstrate an unwavering commitment to supporting this goal as evidenced by the fact that 100% of district facilities received "Overall Good" rankings on the 2021-22 Facilities Inspection Tool report. In addition, the District significantly expanded broadband internet access at all district facilities and progress toward the completion of Measure O facilities modernization projects outlined in the District's Master Plan for Facilities continued to meet completion target dates.

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.

FVSD plans to continue implementation of all aspects of the actions associated with this goal. One aspect of Action 5.4, hiring a district safety coordinator, has been shifted to Action 4.6 in the 2022-23 LCAP as significant aspects of the role will involve supporting the District's social-emotional wellness programming.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$3,149,445.00	\$0.00

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
5.79%	0.61%	\$321,051.00	6.40%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in supporting students from the targeted groups (as demonstrated through the consistent pattern of outperforming their peers at the county and state level on state-wide testing), and (3) input from multiple educational partner groups that participated in the development of the LCAP (97.7% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

FVSD remains deeply 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, students experiencing homelessness, 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 the 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 make 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.

FVSD is fully-dedicated to closing the Achievement Gap for students and recognizes the fact that although our "special populations" student groups outperform their peers across the county and the state, the Achievement Gap continues to exist for FVSD's English learners, low-income students, students experiencing homelessness, Foster Youth, and students with special needs (special populations groups).

Data from the 2020-21 IXL Diagnostic Assessment for English Language Arts (ELA) which was utilized in lieu of SBAC showed that:

- * 74% of All Students met or exceeded standards in English Language Arts
- * 61% of low-income students met or exceeded standards in English Language Arts
- * 43% of English learners met or exceeded standards in English Language Arts
- * 32% of students with special needs met or exceeded standards in English Language Arts
- * The number of FVSD students identified as Homeless or Foster Youth is below the reporting threshold

As the data indicates, a significant achievement gap persists in English Language Arts (ELA) as demonstrated through state testing scores. FVSD remains committed to closing the Achievement Gap by implementing all of the actions in the 2022-23 LCAP and remaining intensively focused on executing the actions specifically identified to support students in our "special populations" student groups. Differentiated classroom instruction, extensive intervention during the school day, a comprehensive summer school program, and high-dose tutoring will continue to serve as integral components of the District's efforts to close the Achievement Gap in English Language Arts.

Data from the 2020-21 IXL Diagnostic Assessment for Mathematics which was utilized in lieu of SBAC showed that:

- * 70% of All Students met or exceeded standards in Mathematics
- * 57% of low-income students met or exceeded standards in Mathematics
- * 51% of English learners met or exceeded standards in Mathematics
- * 30% of students with special needs met or exceeded standards in Mathematics
- * The number of FVSD students identified as Homeless or Foster Youth is below the reporting threshold

As the data indicates, a significant achievement gap persists in Mathematics as demonstrated through state testing scores. FVSD remains committed to closing the Achievement Gap by implementing all of the actions in the 2022-23 LCAP and remaining intensively focused on executing the actions specifically identified to support students in our "special populations" student groups. Differentiated classroom instruction, extensive intervention during the school day, a comprehensive summer school program, and high-dose tutoring will continue to serve as integral components of the District's efforts to close the Achievement Gap in Mathematics.

Action 1.10 - Elementary Physical Education:

The services included in Action 1.10 support the health and well-being of English learners, Low-income students, Foster Youth, and students experiencing homelessness by providing greater access to educators possessing specific expertise in combating childhood obesity and promoting healthy lifestyles. This action is new in the 2022-23 LCAP and it represents a significant investment in providing students with enhanced access to a broad course of study. A recent joint research project from the University of California - San Francisco and the University of California - Berkeley demonstrated that school-based physical education plays a key role in curbing obesity and improving fitness for students from low-income communities, where childhood obesity continues to be a major public health concern. This action is supported as effective use of funds based on (1) research into best practices for supporting the health and wellness of students from low-income (many of whom are also English learners, Foster Youth, and students experiencing homelessness), (2) data from the most recent CA Physical Fitness Test (2018-19) which showed that 30% of Low-income students performed at the "Needs Improvement" level in Aerobic Capacity and 31% of Low-income students performed at the "Needs Improvement" level in Upper Body Strength, and (3) input from multiple FVSD educational partner 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 the 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in supporting students from the targeted groups (as demonstrated through the consistent pattern of outperforming their peers at the county and

state level on state-wide testing), and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (89.4% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 close 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in supporting underperforming students as demonstrated through improvements to F&P and SRI reading scores and improved academic grades, and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (93.4% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 building consistent practices with teachers is among 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in supporting teachers by providing comprehensive training and coaching experiences throughout the school year, and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (gathered through in-person LCAP input sessions).

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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in supporting parents by providing virtual and in-person parent education nights, and (3) input from multiple FVSD educational groups that participated in the development of the LCAP (90.4% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 the 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in supporting students and families whose primary language is something other than English (as measured by the number of documents translated and the number of meetings facilitated in languages other than English), and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (89.3% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior successes in engaging families in school-related activities (as demonstrated through the high percentage of parents attending school functions such as Back-to-School night), and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (90.9% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 (1) research into best practices for supporting students from the targeted student groups, (2) ongoing patterns of improved academic achievement as demonstrated by the consistent improvement pattern in state-wide testing scores over the past seven years, and input from multiple FVSD educational partner groups that participated in the development of the LCAP (gathered through in-person LCAP input sessions).

Action 4.3 - Health services and health education:

Research reflects the important role of schools in providing health services and health education for students, 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's ability to engage in in-person instruction throughout the 2021-22 school year while mitigating the impact of COVID-19 through proactive safety practices and contact tracing, and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (91.8% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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), 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 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 (91.8% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) data from the 2020-21 CHKS highlighting the need for ongoing counseling services for middle school students, and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (95.5% of 2022-23 LCAP survey respondents "strongly or moderately" support this action).

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 homelessness 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 effective use of funds based on (1) research into best practices for supporting students from the targeted student groups, (2) FVSD's prior Board Priority of sustaining an inclusive, caring, and collaborative culture, and (3) input from multiple FVSD educational partner groups that participated in the development of the LCAP (gathered through in-person LCAP input sessions).

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 addressing the need to increase or improve services by the required percentages as described in the summary of actions in the previous prompt.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

FVSD does not receive LCFF Concentration funding as the District's unduplicated count of foster youth, English learners, and low-income students is significantly lower than the 55% of enrollment threshold.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	1:19.80	0
Staff-to-student ratio of certificated staff providing direct services to students	1:18.46	0

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$67,639,891.00	\$756,615.00		\$246,078.00	\$68,642,584.00	\$63,126,812.00	\$5,515,772.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Recruit, select, and retain highly qualified staff to support student learning	All Students with Disabilities	\$52,096,427.00				\$52,096,427.00
1	1.2	Provide an Induction Program for new teachers	All Students with Disabilities	\$52,200.00				\$52,200.00
1	1.3	Expand elective options across middle schools	All Students with Disabilities	\$219,977.00				\$219,977.00
1	1.4	Provide standards-aligned instructional materials and supplies	All Students with Disabilities	\$514,000.00	\$500,000.00			\$1,014,000.00
1	1.5	Professional development for certificated and classified staff	All Students with Disabilities	\$100,000.00				\$100,000.00
1	1.6	Improve access to technology to support student achievement	All Students with Disabilities	\$295,000.00				\$295,000.00
1	1.7	Support and maintain infrastructure, classroom technology, and devices	All Students with Disabilities	\$875,543.00				\$875,543.00
1	1.8	Elementary Music Program for all elementary students	All Students with Disabilities	\$454,138.00				\$454,138.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	Improve School Library Program	English Learners Foster Youth Low Income	\$468,016.00				\$468,016.00
1	1.10	Elementary Physical Education	English Learners Foster Youth Low Income	\$500,000.00				\$500,000.00
2	2.1	Provide coordinated services for English Learners at school sites	English Learners	\$262,879.00			\$89,856.00	\$352,735.00
2	2.2	Support the Co-Teaching service delivery model	Students with Disabilities	\$161,970.00				\$161,970.00
2	2.3	Utilize common assessments to monitor progress of students in special populations	All	\$149,000.00				\$149,000.00
2	2.4	Provide intervention for students identified as performing below grade level	English Learners Foster Youth Low Income	\$494,000.00				\$494,000.00
2	2.5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	English Learners Foster Youth Low Income	\$579,928.00			\$130,000.00	\$709,928.00
2	2.6	Provide coordinated services for students identified as Gifted & Talented	All	\$70,000.00				\$70,000.00
3	3.1	Parent and volunteer training	English Learners Foster Youth Low Income	\$10,000.00				\$10,000.00
3	3.2	Use of technology solutions, social media venues, and newsletters	All	\$98,464.00			\$26,222.00	\$124,686.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.3	Bi-lingual Community Liaison	English Learners	\$84,239.00				\$84,239.00
3	3.4	Outreach to parents of students from special populations	English Learners Foster Youth Low Income	\$32,000.00				\$32,000.00
3	3.5	Targeted support for students promoting from middle school to high school	All	\$3,000.00				\$3,000.00
4	4.1	Develop leadership capacity needed to promote engagement and school connectedness	English Learners Foster Youth Low Income	\$20,000.00				\$20,000.00
4	4.2	Communicate with parents regarding student absences and the importance of school attendance	All	\$50,000.00				\$50,000.00
4	4.3	Health services and health education	English Learners Foster Youth Low Income	\$492,456.00				\$492,456.00
4	4.4	Social-emotional support for elementary students	English Learners Foster Youth Low Income	\$387,000.00				\$387,000.00
4	4.5	Middle school counseling program	English Learners Foster Youth Low Income	\$85,539.00	\$256,615.00			\$342,154.00
4	4.6	District-wide support for student behaviors	All	\$143,000.00				\$143,000.00
4	4.7	Promote student engagement and school connectedness	English Learners Foster Youth Low Income	\$30,000.00				\$30,000.00
5	5.1	Provide clean and well-maintained school campuses	All	\$8,252,865.00				\$8,252,865.00
5	5.2	Fund and execute the District's Deferred Maintenance Plan	All	\$500,000.00				\$500,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
5	5.3	Provide and maintain the infrastructure to support instructional technology	All	\$52,000.00				\$52,000.00
5	5.4	Site safety resources, supplies and training	All	\$106,250.00				\$106,250.00
5	5.5	Execute the District's Facilities Master Plan	All					\$0.00

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$54,394,560	\$3,149,445.00	5.79%	0.61%	6.40%	\$3,446,057.00	0.00%	6.34 %	Total:	\$3,446,057.00
								LEA-wide Total:	\$2,683,178.00
								Limited Total:	\$262,879.00
								Schoolwide Total:	\$500,000.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.9	Improve School Library Program	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$468,016.00	
1	1.10	Elementary Physical Education	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Courreges Elementary, Cox Elementary, Gisler Elementary, Newland Elementary, Oka Elementary, and Tamura Elementary Transitional Kindergarten through 5th Grade	\$500,000.00	
2	2.1	Provide coordinated services for English Learners at school sites	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$262,879.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.4	Provide intervention for students identified as performing below grade level	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$494,000.00	
2	2.5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$579,928.00	
3	3.1	Parent and volunteer training	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$10,000.00	
3	3.3	Bi-lingual Community Liaison	Yes	LEA-wide	English Learners	All Schools	\$84,239.00	
3	3.4	Outreach to parents of students from special populations	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$32,000.00	
4	4.1	Develop leadership capacity needed to promote engagement and school connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$20,000.00	
4	4.3	Health services and health education	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$492,456.00	
4	4.4	Social-emotional support for elementary students	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$387,000.00	
4	4.5	Middle school counseling program	Yes	LEA-wide	English Learners Foster Youth Low Income	Specific Schools: Fulton Middle School, Masuda Middle School, Talbert Middle School 6th-8th grade	\$85,539.00	
4	4.7	Promote student engagement and school connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$30,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$65,014,112.00	\$64,444,639.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Recruit, select, and retain highly qualified staff to support student learning	No	\$51,423,258.00	\$49,880,179.00
1	1.2	Provide an Induction Program for new teachers	No	\$50,400.00	\$52,200.00
1	1.3	Expand elective options across middle schools	No	\$159,589.00	\$188,312.00
1	1.4	Provide standards-aligned instructional materials and supplies	No	\$974,000.00	\$1,017,997.00
1	1.5	Professional development for certificated and classified staff	No	\$300,000.00	\$142,929.00
1	1.6	Improve access to technology to support student achievement	No	\$456,340.00	\$265,595.00
1	1.7	Support and maintain infrastructure, classroom technology, and devices	No	\$646,250.00	\$748,326.00
1	1.8	Elementary Music Program for all elementary students	No	\$383,907.00	\$407,387.00
1	1.9	Improve School Library Program	Yes	\$365,225.00	\$366,926.00
2	2.1	Provide coordinated services for English Learners at school sites	Yes	\$383,150.00	\$293,185.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.2	Implement Co-Teaching service delivery model	No	\$132,922.00	\$129,766.00
2	2.3	Utilize common assessments to monitor progress of students in special populations	Yes	\$119,096.00	\$112,925.00
2	2.4	Provide intervention for students identified as performing below grade level	Yes	\$762,608.00	\$533,058.00
2	2.5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	Yes	\$510,000.00	\$579,464.00
2	2.6	Provide coordinated services for students identified as Gifted & Talented	Yes	\$60,000.00	\$29,383.00
3	3.1	Parent and volunteer training	Yes	\$10,000.00	\$2,107.00
3	3.2	Use of technology solutions, social media venues, and newsletters	No	\$89,012.00	\$90,942.00
3	3.3	Bilingual Community Liaison	Yes	\$77,033.00	\$79,768.00
3	3.4	Outreach to parents of students from special populations	Yes	\$6,550.00	\$5,848.00
3	3.5	Targeted support for students promoting from middle school to high school	No	\$3,000.00	\$0.00
4	4.1	Develop leadership capacity needed to promote engagement and school connectedness	Yes	\$10,000.00	\$10,876.00
4	4.2	Communicate with parents regarding student absences and the importance of school attendance	No	\$30,270.00	\$24,660.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
4	4.3	Health services and health education	Yes	\$583,370.00	\$488,179.00
4	4.4	Social-emotional support for elementary students	Yes	\$31,360.00	\$23,204.00
4	4.5	Middle school counseling program	Yes	\$298,379.00	\$289,378.00
4	4.6	District-wide support for student behaviors	No	\$13,000.00	\$4,905.00
4	4.7	Promote student engagement and school connectedness	Yes	\$30,000.00	\$13,328.00
5	5.1	Provide clean and well-maintained school campuses	No	\$6,375,700.00	\$8,101,053.00
5	5.2	Fund and execute the District's Deferred Maintenance Plan	No	\$500,000.00	\$500,000.00
5	5.3	Provide and maintain the infrastructure to support instructional technology	No	\$52,000.00	\$52,000.00
5	5.4	Site safety resources, supplies and training	No	\$177,693.00	\$10,759.00
5	5.5	Execute the District's Facilities Master Plan	No	\$0.00	\$0.00

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$3,107,788.00	\$3,167,377.00	\$2,786,737.00	\$380,640.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.9	Improve School Library Program	Yes	\$365,225.00	\$368,518.00	0	0
2	2.1	Provide coordinated services for English Learners at school sites	Yes	\$303,756.00	\$177,694.00	0	0
2	2.3	Utilize common assessments to monitor progress of students in special populations	Yes	\$119,096.00	\$187,587.00	0	0
2	2.4	Provide intervention for students identified as performing below grade level	Yes	\$762,608.00	\$537,950.00	0	0
2	2.5	Utilize Teachers on Special Assignment (TOSAs) to support teachers in meeting the needs of students from special populations	Yes	\$510,000.00	\$555,030.00	0	0
2	2.6	Provide coordinated services for students identified as Gifted & Talented	Yes	\$60,000.00	\$42,980.00	0	0
3	3.1	Parent and volunteer training	Yes	\$10,000.00	\$10,000.00	0	0
3	3.3	Bilingual Community Liaison	Yes	\$77,033.00	\$87,340.00	0	0

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.4	Outreach to parents of students from special populations	Yes	\$6,550.00	\$6,550.00	0	0
4	4.1	Develop leadership capacity needed to promote engagement and school connectedness	Yes	\$10,000.00	\$10,000.00	0	0
4	4.3	Health services and health education	Yes	\$583,370.00	\$469,561.00	0	0
4	4.4	Social-emotional support for elementary students	Yes	\$31,360.00	\$25,544.00	0	0
4	4.5	Middle school counseling program	Yes	\$298,379.00	\$277,983.00	0	0
4	4.7	Promote student engagement and school connectedness	Yes	\$30,000.00	\$30,000.00	0	0

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
\$52,943,573.00	\$3,107,788.00	0%	5.87%	\$2,786,737.00	0.00%	5.26%	\$321,051.00	0.61%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[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 Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (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.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the 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] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. 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 Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners 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 Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 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 educational partners 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 tool for engaging educational partners.

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 educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners 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 educational partners 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 educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 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 and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 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 LEA, its schools, and its students in grades TK–12, as applicable to the LEA. 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, input from educational partners, 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? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). 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.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, 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 engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners 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 educational partners 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 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 engagement of educational partners 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 process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners 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 educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

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

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the 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 educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners 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 educational partner 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 educational partners 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 educational partners 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 educational partners. 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 educational partners, 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.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

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 2020–21 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 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

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 action 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 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 and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages 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 educational partners. 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 educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, 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 educational partners 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

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated 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).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs 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).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or 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 percent 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 percent 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 percent: For school districts with an unduplicated pupil percentage of 55 percent 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 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, 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 percent 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 percent 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, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. 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.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

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

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

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, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming 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.
- **Contributing to Increased or Improved Services?:** 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 transitional kindergarten through grade five), 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."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **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).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **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.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022



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: **Public Hearing of 2022-23 District Budget**
DATE: June 6, 2022

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.

The enclosed 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.

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

2022-2023 FOUNTAIN VALLEY SCHOOL DISTRICT BUDGET

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 16, 2022, at 5:30 p.m. in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a public hearing for the purpose of receiving public comment on the proposed 2021-2122 Fountain Valley School District budget. The public is invited to give testimony on the proposed budget.

The proposed budget will be available for public inspection between Monday, June 13, 2022, and Thursday, June 16, 2022, 8:30 a.m. to 4:00 p.m., in the School District Board Room.

Persons desiring additional information concerning the proposed budget should contact Isidro Guerra, Director, Fiscal Services, Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, CA 92708, telephone: (714) 843-3249.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____

Isidro Guerra
Director, Fiscal Services
Business Services Division

Fountain Valley School District
Resolution 2022-21

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 9, 2022, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and §5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 8, 2022.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

PASSED AND ADOPTED By the Governing Board on June 16, 2022 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

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

WITNESSED my hand this 16th day of June, 2022.

Clerk of the Governing Board

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
And Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_iF7U9I7sSdON1QDLvINTSA

May 19, 2022

MINUTES

President Schultz called the special meeting of the Board of Trustees to order at 5:15pm. CALL TO ORDER

The following board members were present: ROLL CALL

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

Motion: Mr. Cunneen moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

There were no requests to address the Board prior to Closed Session. PUBLIC COMMENTS

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board’s designated representative, Cathie Abdel.

The public portion of the meeting resumed at 6:30PM.

**CLOSED SESSION
ANNOUNCEMENT**

Mrs. Schultz read the following announcement of Closed Session action:

The Board of Trustees, on the motion of Mr. Cunneen and the second of Mrs. Galindo, took action by a vote of 5-0 to approve the appointment of Dr. Gerald Gargus to the position of Assistant Superintendent, Educational Services for the Fountain Valley School District.

The Pledge of Allegiance was led by Mrs. Crandall

SPECIAL PRESENTATIONS

Superintendent, Dr. Katherine Stopp, joined the Board of Trustees in welcoming Dr. Jerry Gargus to his new role as Assistant Superintendent, Educational Services.

**INTRODUCTION OF
ASSISTANT
SUPERINTENDENT,
EDUCATIONAL
SERVICES, DR. JERRY
GARGUS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized seven outstanding students from Newland Elementary School: Ellie Roquemore (K), Casear (Louie) Silva (1st), Luna Farrelly (2nd), Helava (Lava) Sao (3rd), Aya Tran (4th), Anthony Johnson (5th) and Charlie Tripp (5th). The Board was joined by the Newland staff and students’ families in celebrating the outstanding accomplishments of these students.

**RECOGNITION OF
NEWLAND
ELEMENTARY
SCHOOL STUDENTS**

Following the recognition, the Board took a brief recess.

RECESS

BOARD REPORTS AND COMMUNICATIONS

Mr. Schultz’ activities since the last meeting included: robotics presentation at Tamura, Masuda Middle School band performance at Angels Stadium, FVSD Kindness award presentation to Talbert student, meeting with FVEA representatives, and the Annual District Art Show. He commended Dr. Stopp for her message during Certificated Appreciation Week and noted reaching out to elected officials regarding education funding.

Mrs. Crandall thanked Mrs. Johnson and Mrs. Montague for their work in preparing the Business and Personnel items included in this evening’s agenda. Her activities since the last meeting included: FVSD Kindness presentation at Talbert, Annual District Art Show, presentation by OCDE to Teacher of the Year finalist Jill Summerhays, Monster Concert, Tamura robotics presentation, FVSF meeting, Foundation fundraising event at The Recess Room, Classified BBQ, OCSBA webinar on May Revise and a zoom with six other Orange County school board members with Assemblywoman Cottie Petrie-Norris

Mrs. Galindo’s activities since the last meeting included: FVSF meeting where their new Board was elected, writing an article for School News in addition to writing to Senators Janet Nguyen and Tom Umberg and Classified BBQ,

Mr. Cunneen congratulated Dr. Gargus on his approval this evening. His activities since the last meeting included: 2021-2022 OCDE Teacher of the Year celebration at the Disneyland Hotel celebrating TOTYs Amy Jara and Kara Thomas-Shepard, Annual District Art Show, Annual HUC PTA Founders’ Luncheon at Mile Square honoring Elena MacDonald.

Mrs. Schultz noted enjoying the Foundation fundraising event at The Recess Room, sharing that funds raised through FVSF goes back to programs in our schools including music and robotics, Monster Concert, Annual District Art Show. She thanked her fellow trustees for their service this month.

PUBLIC HEARINGS

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the proposed agreement for the 2021-22 and 2022-23 school years between Fountain Valley School District and the Fountain Valley Educational Association. Public input was welcomed. There were no requests to address the Board of Trustees and the hearing was closed.

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

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the proposed agreement for the 2021-22 and 2022-23 school years between Fountain Valley School District and the California School Employees Association, Chapter #358. Public input was welcomed. There were no

requests to address the Board of Trustees and the hearing was closed.

DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358

PUBLIC COMMENTS

There were thirteen requests to address the Board of Trustees. Three members of the community addressed the Board regarding curriculum and/or library content. One member of the community addressed the Board regarding college readiness. And nine staff members addressed the Board regarding negotiations.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to approve the public disclosure of collective bargaining agreement between Fountain Valley School District and Fountain Valley Education Association for 2021-22 and 2022-23 School years.

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR 2021-22 AND 2022-23 SCHOOL YEARS

Second: Mr. Cunneen

Vote: 5-0

Motion: Mr. Cunneen moved to approve the agreement between Fountain Valley Education Association and Fountain Valley School District.

AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Galindo moved to approve the public disclosure of collective bargaining agreement between Fountain Valley School District and California School Employees Association, chapter 358 for 2021-22 and 2022-23 school years.

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

Second: Mrs. Crandall

Vote: 5-0

Motion: Mr. Schultz moved to approve the agreement between California School Employees Association, Chapter 358 and Fountain Valley School District.

Second: Mr. Cunneen

Vote: 5-0

Motion: Mrs. Galindo moved to approve disclosure of Management and Confidential Employees salary increases.

Second: Mr. Schultz

Vote: 5-0

Motion: Mrs. Crandall moved to approve the employment contract for Assistant Superintendent, Educational Services.

Second: Mr. Cunneen

Vote: 5-0

Motion: Mr. Cunneen moved to adopt Resolution 2022-20: Resolution to Establish the Process of Instituting Trustee Areas and Elections by Trustee Areas.

Second: Mr. Schultz

Vote: Mrs. Schultz AYE
Mr. Cunneen AYE
Mrs. Galindo AYE

BETWEEN
FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
CALIFORNIA
SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER 358 FOR
2021-22 AND 2022-
23 SCHOOL YEARS
AGREEMENT
BETWEEN
CALIFORNIA
SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER 358 AND
FOUNTAIN
VALLEY SCHOOL
DISTRICT
DISCLOSURE OF
MANAGEMENT
AND
CONFIDENTIAL
EMPLOYEES
SALARY
INCREASES
APPROVAL OF
EMPLOYMENT
CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
EDUCATIONAL
SERVICES
RESOLUTION 2022-
20: RESOLUTION
TO ESTABLISH
THE PROCESS OF
INSTITUTING
TRUSTEE AREAS
AND ELECTIONS
BY TRUSTEE
AREAS

Mr. Schultz AYE
 Mrs. Crandall AYE
 5-0

Motion: Mrs. Galindo moved to approve the Consent Calendar. CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from April 21st regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Special Education Settlement Agreement 2021-2022-H
- Amendment No. 1 - Independent Contractor Agreement for Dr. Elizabeth Gendy-Shaker
- Approve Change Order #2 for the Newland Elementary School Measure O HVAC And Modernization Project
- Approve the Agreement for Professional Services with Dannis Woliver Kelly For The 2022-2023 And 2023-2024 School Years
- Accept and Award Contract to Learning Stream to Purchase Learning Stream Registration Management System
- Retainer Agreement for Legal Services In 2022-2023 School Year with The Law Offices of Margaret A. Chidester & Associates
- Comprehensive School Safety Plans
- Non-Public Agency Contracts

Non-public School/Agency	100% Contract Cost	Effective Dates
Mardan School	\$510.00	3/31/22-6/30/22
Crystal Bejarano dba Connect4Kids Psychological Services, Inc.	\$4,000.00	5/20/22-9/30/22
Abby Rozenberg	\$2,135.00	5/20/22-9/30/22

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Stopp Thanked everyone for being here this evening. She noted her hope that moving forward we can heal.

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 9:08PM.

Second: Mrs. Crandall

Vote: 5-0

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
June 16, 2022

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE(S):

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.2	Dickson, Angelique	Resource Teacher	Fulton	6/23/2022
1.1.1	Mullen, Katie	Kindergarten	Tamura	6/23/2022

- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF \$900.00 STIPEND (LESS BENEFITS) FOR JESSICA CRAIG AS AN INDUCTION SUPPORT PROVIDER FOR A 2020-2021 YEAR 2 WHO FINALIZED THE ECO COHORT IN THE 2021-2022 SCHOOL YEAR
- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING 2022-2023 CERTIFICATED SUBSTITUTE SALARY SCHEDULE EFFECTIVE 7/1/2022
- 1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE MODIFIED DAY CALENDAR FOR THE 2022-2023 SCHOOL YEAR (see attachment).

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 16, 2022**

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING ASSIGNMENTS OF CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Kelly, Jennifer	Cox	Behavior Intervention Assistant	06/06/2022
2.1.2	Mello, Madison	Transportation	Special Education Bus Aide	06/01/2022

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Pham, Van	Masuda & Cox	Instructional Assistant-Bilingual	04/29/2022 (Revised)
2.2.2	Carrasco, Alicia	Gisler	Instructional Assistant Mild/Moderate	05/13/2022
2.2.3	Lee, Min Joo	Masuda	IA Bilingual	06/15/2022
2.2.4	Dominguez, Aristeo	Maintenance	Plumber	06/17/2022
2.2.5	Gonzales, Alexander	Gisler	ESP Assistant	06/23/2022
2.2.6	Perez, Elizabeth	Plavan	Preschool Assistant	06/23/2022

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIRMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Stauffer, Teresa	Talbert	Library/Media Technician	6/17/2022 (Revised)

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVE OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.4.1	Gonzalez-Martinez, Ramiro	Transportation	Bus Driver	Family Illness	04/18/2022

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

June 16, 2022

EDUCATIONAL SERVICES

3.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	CHRISTMAS, Kate MCCANN, Jenny MOTSINGER, Amy (Support Services)	Mediating the Litigated Case (Special Education)	Pepperdine – Straus Institute for Dispute Resolution Virtual/Online	Actual & Necessary	01-598-9860-5210	August 15-19, 2022
3.2	PETERSON, Ingeborg (Support Services)	CSC Live 2022 – CodeStack Conference	San Joaquin County Office of Education San Diego	Actual & Necessary	01-598-9860-5210	October 11-14, 2022



Personnel Services
Limited-Term Certificated Substitute Daily Rates
2022-2023

Job Title	Salary Information
Certificated Daily Rate	\$150.00 per day
Certificated Long Term	\$190.00 per day
Certificated Modified Daily Rate	\$120.85

Board Approved: _____
Effective: 7/1/2022

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: ALL CERTIFICATED EMPLOYEES
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **2022-2023 Calendar of Modified Days**
DATE: June 16, 2022

Please be advised of the following designations for modified day for the **2022-2023** School Year.

September

1 Staff Development #2
8 TK-5 Individual Planning/6-8 Collaboration
15 TK-5 Back-to-School/6-8 Collaboration
22 TK-5 Collaboration/6-8 Back-to-School
29 Site Planning

February

2 Site Planning
9 TK-5 Individual Planning/6-8 Collaboration
15-17 Parent Conference
23 Site Planning

October

6 TK-5 Collaboration/6-8 Collaboration
13 Site Planning/Special Ed
20 TK-5 Individual Planning/6-8 Collaboration
24-28 Parent Conference

March

2 TK-5 Individual Planning/6-8 Collaboration
9 Site Planning
16 TK-5 Report Card Prep/6-8 Report Card Prep
23 TK-5 Collaboration/6-8 Open House
30 TK-5 Open House/6-8 Collaboration

November

3 Site Planning
10 TK-5 Individual Planning/6-8 Collaboration
17 Site Planning

April

6 Site Planning
20 TK-5 Individual Planning/6-8 Collaboration
27 TK-5 Collaboration/6-8 Collaboration

December

1 TK-5 Individual Planning/6-8 Report Card Prep
8 TK-5 Report Card Prep/6-8 Site Planning
15 Site Planning
22 TK-5 Collaboration/6-8 Collaboration

May

4 Site Planning
11 TK-5 Individual Planning/6-8 Collaboration
18 Site Planning
25 TK-5 Collaboration/6-8 Collaboration
30 FVEA Association Modified Day

January

12 Site Planning
19 TK-5 Collaboration/6-8 Collaboration
26 TK-5 Individual Planning/6-8 Collaboration

June

1 Site Planning
8 TK-5 Individual Planning/6-8 Collaboration
15 TK-5 Collaboration/6-8 Collaboration
20 TK-5 Report Card Prep/6-8 Report Card Prep
21-22 TK-5 Individual Planning/6-8 Collaboration

Report Card Distribution

Week of December 5th Send Report Cards 6-8
Week of December 12th Send Report Cards TK-5
Week of March 20th Send Report Cards 6-8
Week of March 27th Send Report Cards TK-5
June 22nd Send Report Cards TK-8

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 6/16/2022

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
DIST. OFC.			
	Hardbottle Law Group, APC	\$500.00	End of Year Celebration
	Behavior Solutions, Inc.	\$500.00	End of year Celebration
COURREGES			
	Courreges PTA	\$27.62	Instructional Supplies
	Courreges PTA	\$41.98	Art Masters Paper & Paint Supplies
	Courreges PTA	\$80.71	Instructional Supplies
	Courreges PTA	\$150.00	Tchr-Emi Allen Instructional Supplies
	Courreges PTA	\$199.01	Tchr - Ms. Bradford - Instr. Supplies
	Courreges PTA	\$555.17	Art Masters Paper & Paint Supplies
GISLER			
	Cantrell Photography, Inc	\$400.00	End of Year Activities
MASUDA			
	Masuda PTSO	\$534.70	Teacher Purchases
	Masuda PTSO	\$1,179.69	School Clubs, Addl. Duty, Staff Development
NEWLAND			
	Newland PTA	\$6,112.00	Buses - 5th gr. Outdoor Science Camp
TALBERT			

	6th. Gr. Students	\$3,436.00	6th Gr. Field trip-Discover Science Ctr.
TAMURA			
	Tamura Library	\$300.00	Purchase of "Smencils"

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JUNE 16, 2022**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 94979 - 95330
Dates: 5/13/2022 - 6/7/2022

Fund 01	General Fund	604,216.05
Fund 12	Child Development	10,745.98
Fund 13	Cafeteria	147,788.47
Fund 14	Deferred Maintenance	-
Fund 22	GOB 2016 Election	-
Fund 23	GOB 2016 Election	303,852.35
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	398,106.20
Fund 68	Worker Comp	79,095.66
Fund 69	Insurance	74,293.53
TOTAL		\$ 1,618,098.24

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20M4289	LYTLE SCREEN PRINTING INC.	2,500.00	2,500.00	016919295 5580	7240 SpEd Transportaion-Fuel / Uniform Cleaning
R20M4290	PACIFIC COACHWAYS	3,654.00	3,654.00	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside Agency
R20M4336	E B BRADLEY	217.63	217.63	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep Equip
R20M4337	DECKER EQUIPMENT/SCHOOL FIX	101.92	101.92	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4338	VILLAGE NURSERIES	958.91	958.91	012899390 4343	Gardening / Gardening Supplies
R20M4339	GRUETT TREE COMPANY INC	1,200.00	1,200.00	012899390 5899	Gardening / Other Operating Expenses
R20M4340	ABC SCHOOL EQUIPMENT INC	1,566.00	1,566.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4341	FILTERBUY INC	5,936.49	5,936.49	010288989 4345	CARESLLM-GEER Custodial / Maintenance Supplies
R20M4342	SIGN WAREHOUSE	415.67	415.67	012868989 4345	Maintenance / Maintenance Supplies
R20M4343	CRANDALL'S PLUMBING INC.	250.00	250.00	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4344	CRANDALL'S PLUMBING INC.	150.00	150.00	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20M4345	NATIONAL CONSTRUCTION RENTALS	978.75	978.75	012868989 5610	Maintenance / Outside Services - Rentals
R20M4346	FACILITY SOLUTIONS GROUP INC	454.65	454.65	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
R20M4347	UNITED RENTALS	1,162.79	1,162.79	012868989 5610	Maintenance / Outside Services - Rentals
R20M4348	CRANDALL'S PLUMBING INC.	395.00	395.00	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
R20R1417	CDWG	156.17	156.17	014250075 4310	Exp Learning Op-Exp Learn Inst / Instructional Supplies
R20R1422	AWARDS & TROPHIES COMPANY	333.72	333.72	014079275 4325	OC Arts Ed-Visual & Perfor Art / Office Supplies
R20R1426	STAPLES	40.38	40.38	010063275 4310	Course Access-Music Cox / Instructional Supplies
R20R1428	OFFICE DEPOT	133.73	133.73	010063275 4313	Course Access-Music Cox / READING WORKBOOKS
R20R1430	WEST MUSIC	646.31	646.31	010063275 4313	Course Access-Music Cox / READING WORKBOOKS
R20R1432	US GAMES	1,222.86	1,222.86	011404237 4310	ES PE Equipment-Oka / Instructional Supplies
R20R1433	FOLLETT CONTENT SOLUTIONS LLC	112.01	112.01	010113755 4310	Title I - Oka / Instructional Supplies
R20R1434	FOLLETT CONTENT SOLUTIONS LLC	2,954.94	2,954.94	010459075 4325	Pupil Achievement-Library / Office Supplies
R20R1437	FOLLETT CONTENT SOLUTIONS LLC	1,095.64	1,095.64	010459075 4325	Pupil Achievement-Library / Office Supplies
R20R1438	JOAN MARIE CASE	4,500.00	4,500.00	011535775 5813	Cotsen Foundation- 3-5 CGI / Consultant
R20R1439	MVP EVENTS	1,268.30	1,268.30	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
R20R1442	MEDIC FIRST AID INTERNATIONAL	927.63	927.63	014009771 4325	First Aide - Class Staff / Office Supplies
R20R1444	GUITAR CENTER STORES INC.	2,537.47	2,537.47	010063275 4310	Course Access-Music Cox / Instructional Supplies
R20R1445	GUITAR CENTER STORES INC.	2,537.47	2,537.47	010064075 4310	Course Access-Music Plavan / Instructional Supplies
R20R1446	GUITAR CENTER STORES INC.	2,537.47	2,537.47	010061075 4310	Course Access-Music Tamura / Instructional Supplies
R20R1447	GUITAR CENTER STORES INC.	2,537.47	2,537.47	010063175 4310	Course Access-Music Gisler / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20R1448	GUITAR CENTER STORES INC.	2,537.47	2,537.47	010061675 4310	Course Access-Music Newland / Instructional Supplies
R20R1449	GUITAR CENTER STORES INC.	2,537.47	2,537.47	010063775 4310	Course Access-Music Oka / Instructional Supplies
R20R1451	UZBL LLC	31.54	31.54	015999860 4399	Special Ed - Administration / Equipment Under \$500
R20R1463	OFFICE DEPOT	191.38	191.38	012719165 4325	Superintendent / Office Supplies
R20R1464	OCSBA	275.00	55.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			220.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
R20R1467	LAKESHORE EQUIPMENT COMPANY	1,347.80	1,347.80	010019380 4399	School Equipment / Equipment Under \$500
R20R1468	SOUTHWEST SCHOOL AND OFFICE SU	3,250.00	3,250.00	012160275 4310	ELOG ESSERII-LearnSuptInst / Instructional Supplies
R20R1469	LEVEL 27 MEDIA	483.94	483.94	012849380 4325	Fiscal Services / Office Supplies
R20R1470	AIR TUTORS LLC	50,000.00	46,775.00	012160075 5830	ELOG ESSERII-Instruction / Legal Fees
			3,225.00	014250075 5830	Exp Learning Op-Exp Learn Inst / Legal Fees
R20R1471	ORANGE COUNTY SCHOOL NURSES OR	150.00	150.00	012739961 5210	Health Services / Travel, Conference, Workshop
R20R1472	SOUTHWEST SCHOOL AND OFFICE SU	107.95	107.95	012734040 4327	Health Supplies - Plavan / Health Supplies
R20R1474	SOUTHWEST SCHOOL AND OFFICE SU	9.22	1.72	012059385 4330	Publications / Printing/Xerox Supplies
			7.50	012719380 4325	Business Department / Office Supplies
R20R1475	TBF INVESTMENTS LLC	44,423.02	25,000.00	010288181 6410	KIT Infrastructure/Equipment / Equipment-Furniture/Computers
R20R1476	BOOMERANG PROJECT	325.16	325.16	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R1478	BARNES AND NOBLE	66.06	66.06	011404989 4310	Donations Library - Masuda / Instructional Supplies
R20R1479	STRATEGIC KIDS LLC	1,663.88	1,663.88	015004775 4310	Robotics-Courreges / Instructional Supplies
R20R1480	J W PEPPER	93.23	81.54	010063875 4310	Course Access-Music Talbert / Instructional Supplies
			11.69	012129078 4310	Lottery Instructional Material / Instructional Supplies
R20R1481	J W PEPPER	27.18	27.18	010062975 4310	Course Access-Music Fulton / Instructional Supplies
R20R1482	SCHOOL SPECIALTY LLC	165.61	165.61	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1483	MHS INC	212.50	212.50	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
R20R1484	BARNES AND NOBLE	214.78	214.78	011404040 4310	ES Reading Support-Plavan / Instructional Supplies
R20R1485	SOUTHWEST SCHOOL AND OFFICE SU	213.38	213.38	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
R20R1486	HEINEMANN	51.11	51.11	011403131 4310	ES Reading Support-Gisler / Instructional Supplies
R20R1487	SOUTHWEST SCHOOL AND OFFICE SU	659.60	659.60	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
R20R1488	SCHOOL NURSE SUPPLY INC	58.55	58.55	012733131 4327	Health Supplies - Gisler / Health Supplies
R20R1490	DE LILLO CHEVROLET	34,334.56	34,334.56	012868989 6420	Maintenance / Equipment-Machinery, Vehicles
R20R1492	LAKESHORE EQUIPMENT COMPANY	200.00	200.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1493	CAROLINA BIO SUPPLY CO.	14,033.19	14,033.19	011405338 4310	MS Science-Talbert / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

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R20R1494	UHL, ALEXANDRA V	449.95	449.95	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R1495	TORRES, JONATHAN	600.00	600.00	010142980 5610	Promotion Activities - Fulton / Outside Services - Rentals
R20R1496	AMAZON.COM LLC	2,336.61	2,336.61	015003875 4310	Robotics-Talbert / Instructional Supplies
R20R1497	ZOOM VIDEO COMMUNICATIONS INC	18,000.00	13,500.00	011000000 9330	Revenue Limit - State Revenues / PREPAID EXPENDITURES
			4,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
R20R1499	FLINN SCIENTIFIC	2,160.84	2,160.84	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1500	BARNES AND NOBLE	35.65	35.65	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R1501	STAPLES	725.52	725.52	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1502	UZBL LLC	21,695.63	21,695.63	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
R20R1503	BARNES AND NOBLE	287.52	287.52	011403131 4210	ES Reading Support-Gisler / Library Books
R20R1504	UZBL LLC	31.54	31.54	015999860 4399	Special Ed - Administration / Equipment Under \$500
R20R1505	APPLE COMPUTER ORDER DEPARTMEN	2,700.00	2,700.00	010019961 5826	Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su
R20R1506	AMAZON.COM LLC	584.55	584.55	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1507	TANAKA FARMS	91.00	91.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
R20R1508	STENHOUSE PUBLISHERS	28.82	28.82	010055775 4310	State Standards-CGI / Instructional Supplies
R20R1509	SAGE PUBLICATIONS, INC	71.66	71.66	010055775 4310	State Standards-CGI / Instructional Supplies
R20R1510	LEVEL 27 MEDIA	163.13	163.13	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
R20R1511	SOTO, ALFREDO	700.00	700.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
R20R1512	CHEFS' TOYS	560.91	560.91	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1513	XEROX CORPORATION C/O SOCAL OF	134.63	134.63	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
R20R1514	AWARDS & TROPHIES COMPANY	150.00	150.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
R20R1515	XCELL INC.	335.00	335.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
R20R1516	DEMCO	15,764.95	5,000.00	010019380 6410	School Equipment / Equipment-Furniture/Computers
			22.79	010113755 4310	Title I - Oka / Instructional Supplies
			871.79	010113755 4410	Title I - Oka / Fixed Assets \$500-\$5000
			9,870.37	010113755 6410	Title I - Oka / Equipment-Furniture/Computers
R20R1517	R.A.MEYER HOLDINGS INC	298.83	298.83	010054062 4310	School Clmt-Stdnt Behvr Plavan / Instructional Supplies
R20R1518	SOUTHWEST SCHOOL AND OFFICE SU	29.11	29.11	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1520	FLINN SCIENTIFIC	180.50	180.50	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1521	STAPLES	783.66	783.66	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1522	SMART & FINAL	2,000.00	2,000.00	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1525	ORANGE COUNTY DEPARTMENT OF ED	100.00	100.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20R1526	COMMITTEE FOR CHILDREN	2,719.00	2,719.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
R20R1527	SOUTHWEST SCHOOL AND OFFICE SU	52.20	52.20	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1528	SOUTHWEST SCHOOL AND OFFICE SU	2,049.43	2,049.43	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
R20R1529	LAKESHORE EQUIPMENT COMPANY	486.04	486.04	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
R20R1530	MOMENTUM IN TEACHING LLC	7,200.00	2,700.00	010013737 5210	Sch Site Instr - Oka / Travel, Conference, Workshop
			4,500.00	010113755 5210	Title I - Oka / Travel, Conference, Workshop
R20R1531	TEACHER SYNERGY LLC	1,498.27	1,498.27	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1532	SARSON USA INC	1,218.00	1,218.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R1533	BARNES AND NOBLE	942.43	942.43	011403131 4210	ES Reading Support-Gisler / Library Books
R20R1535	LAKESHORE EQUIPMENT COMPANY	154.00	154.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
R20R1536	STAPLES	150.00	150.00	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
R20R1537	SOUTHWEST SCHOOL AND OFFICE SU	3,433.93	2,031.04	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
			1,402.89	012723737 4310	Sch Site Admin - Oka / Instructional Supplies
R20R1540	ORANGE COUNTY DEPARTMENT OF ED	52,200.00	52,200.00	010050070 5899	Induction Program / Other Operating Expenses
R20R1541	SOUTHWEST SCHOOL AND OFFICE SU	555.17	555.17	010014789 4310	PTA Donations - Courreges / Instructional Supplies
R20R1542	GUITAR CENTER STORES INC.	1,033.11	1,033.11	014079275 4410	OC Arts Ed-Visual & Perfor Art / Fixed Assets \$500-\$5000
R20R1543	CELEBRATIONS PARTY RENTALS	4,238.00	4,238.00	010143880 5610	Promotion Activities - Talbert / Outside Services - Rentals
R20R1544	STAPLES	119.58	119.58	012849380 4325	Fiscal Services / Office Supplies
R20R1546	SPARK HIRE INC	6,781.50	6,781.50	012719470 5826	Personnel Department / Licensing/Software,Maint/Supp
R20R1548	AMAZON.COM LLC	97.82	97.82	012109078 4320	Tech/Media Office Operation / Computer Supplies
R20R1549	ORANGE COUNTY DEPARTMENT OF ED	124.62	124.62	012289961 5813	MAA - Administration / Consultant
R20R1550	AMAZON.COM LLC	380.88	380.88	011405138 4310	MS Math-Talbert / Instructional Supplies
R20R1551	OFFICE SUPPLIES BY THE CASE	905.55	905.55	011405138 4310	MS Math-Talbert / Instructional Supplies
R20R1553	APPLE AWARDS	355.20	355.20	016359380 5828	Staff Recognition Program / Staff Recognition
R20R1556	SOUTHWEST SCHOOL AND OFFICE SU	85.34	85.34	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1557	AMAZON.COM LLC	228.84	228.84	016359380 5828	Staff Recognition Program / Staff Recognition
R20R1558	TOLEDO PHYSICAL EDUCATION SUPP	434.48	434.48	011404237 4310	ES PE Equipment-Oka / Instructional Supplies
R20R1561	TANAKA FARMS	96.00	96.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
R20R1562	VEX ROBOTICS INC.	3,764.09	3,764.09	015003875 4310	Robotics-Talbert / Instructional Supplies
R20R1564	AMAZON.COM LLC	282.32	282.32	015999860 4349	Special Ed - Administration / Transportation Supplies (only)
R20R1565	CAROLINA BIO SUPPLY CO.	916.81	916.81	011405338 4310	MS Science-Talbert / Instructional Supplies
R20R1568	THREE OAKS OUTDOOR SCIENCE SCH	1,000.00	1,000.00	013232320 9791	Other Donations Rev - Cox / BEGINNING FUND BALANCE

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
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FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20R1570	SWEETWATER SOUND LLC	3,662.56	3,662.56	014079275 4325	OC Arts Ed-Visual & Perfor Art / Office Supplies
R20R1571	BROADWAY ON TOUR	800.00	800.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
R20R1573	ORANGE COUNTY DEPARTMENT OF ED	1,500.00	1,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
R20R1574	ATKINSON ANDELSON LOYA RUDD &	75.00	75.00	012658155 5830	Assessment and Accountability / Legal Fees
R20R1575	HEINEMANN	5,820.22	5,820.22	012160075 4310	ELOG ESSERII-Instruction / Instructional Supplies
R20R1576	WILSON LANGUAGE TRAINING CORPO	2,743.28	2,743.28	012160075 4310	ELOG ESSERII-Instruction / Instructional Supplies
R20R1579	GUITAR CENTER STORES INC.	3,639.78	986.28	010019390 4399	Vandalism / Equipment Under \$500
			2,653.50	010019390 4440	Vandalism / RPLC Equip \$500-\$5000
R20R1580	TEACHER SYNERGY LLC	102.99	102.99	010055675 4310	State Standards-READING / Instructional Supplies
R20R1582	SOUTHWEST SCHOOL AND OFFICE SU	385.56	385.56	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1583	LAKESHORE EQUIPMENT COMPANY	1,622.55	1,622.55	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1585	MCGRAW-HILL EDUCATION INC.	2,904.40	2,904.40	012160000 9330	ELOG ESSER II - Revenue / PREPAID EXPENDITURES
R20R1587	BARNES AND NOBLE	50.01	50.01	012160075 4310	ELOG ESSERII-Instruction / Instructional Supplies
R20R1590	MVP EVENTS	820.79	820.79	016359380 5828	Staff Recognition Program / Staff Recognition
R20R1593	BUS WEST	55,233.42	55,233.42	016919395 6420	7240 Special Ed Transportation / Equipment-Machinery, Vehic
R20S8063	SOUTHWEST SCHOOL AND OFFICE SU	1,187.12	1,187.12	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8064	P & R PAPER SUPPLY COMPANY	627.45	627.45	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8065	SCHOOL SPECIALTY LLC	247.95	247.95	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8066	MACGILL SCHOOL NURSE SUPPLIES	806.53	806.53	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8067	ADVANTAGE WEST INVESTMENT ENTE	295.40	295.40	011000000 9320	Revenue Limit - State Revenues / STORES
R20S8068	CANNON SPORTS	645.70	645.70	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	448,820.29	429,397.27		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20R1465	ORANGE COUNTY DEPARTMENT OF ED	538.75	538.75	120016098 5210	Extended School Instructional / Travel, Conference, Workshop
R20R1498	LAKESHORE EQUIPMENT COMPANY	2,119.99	2,119.99	120016198 4310	State Preschool Instructional / Instructional Supplies
	Fund 12 Total:	2,658.74	2,658.74		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20R1475	TBF INVESTMENTS LLC	44,423.02	9,089.28	133207380 5899	Cafeteria Fund / Other Operating Expenses
			10,333.74	133207380 6410	Cafeteria Fund / Equipment-Furniture/Computers
R20R1572	CALIFORNIA DEPARTMENT OF EDUCA	738.15	738.15	133207380 4710	Cafeteria Fund / FOOD
R20R1577	FERGUSON REFRIGERATION COMMERC	225.00	225.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
R20R1578	FERGUSON REFRIGERATION COMMERC	450.00	450.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
R20R1584	SNA	132.50	132.50	133207380 5310	Cafeteria Fund / Dues and Membership Taxable
	Fund 13 Total:	45,968.67	20,968.67		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20M4353	DIVISION OF THE STATE ARCHITEC	43.00	43.00	233013880 6222	GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv
R20R1538	ZIONS BANCORPORATION NATIONAL	90.00	90.00	233019990 5899	GOB, ELECTION 2016 / Other Operating Expenses
	Fund 23 Total:	133.00	133.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20M4351	POWER PLUS	59,995.00	59,995.00	403024080 6299	HVAC Modernization-Plavan / Other Building & Improvement
R20M4352	POWER PLUS	33,470.00	33,470.00	403024080 6299	HVAC Modernization-Plavan / Other Building & Improvement
Fund 40 Total:		93,465.00	93,465.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 06/16/2022

FROM 05/01/2022 TO 05/31/2022

PO
NUMBER **VENDOR**

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

PSEUDO / OBJECT DESCRIPTION

Total Account Amount:

546,622.68

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/16/2022

FRO 05/01/2022 TO 05/31/2022

<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>
R20M4012	GRAINGER INC.	23,250.00	+1,000.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4014	HOME DEPOT	25,000.00	+3,000.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4018	PARKHOUSE TIRE INC.	15,000.00	+500.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
R20M4029	TERRYS TESTING INC.	7,340.00	+6,000.00	012868989 5860	Maintenance / Permits & Fees
R20M4041	HUNTINGTON BEACH UNION HSD	77,000.00	+3,000.00	012868989 5560	Maintenance / Fuel
			+10,000.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
R20M4180	NATIONAL CONSTRUCTION RENTALS	6,000.00	+360.00	012868989 5610	Maintenance / Outside Services - Rentals
R20M4288	WINNER CHEVROLET INC.	210,000.00	+173,644.14	012868989 6420	Maintenance / Equipment-Machinery, Vehicles
R20R0036	SOCAL SHRED LLC	1,600.00	+400.00	012719380 5899	Business Department / Other Operating Expenses
R20R0040	XEROX CORPORATION C/O SOCAL OF	1,213.70	+313.70	012059385 4330	Publications / Printing/Xerox Supplies
R20R0042	READYREFRESH BY NESTLE	23,688.00	+5,340.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
R20R0092	ATKINSON ANDELSON LOYA RUDD &	88,774.81	+514.50	012159275 5830	Ed Services - Legal Services / Legal Fees
R20R0301	SOUTHWEST SCHOOL AND OFFICE SU	12,200.00	+2,200.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
R20R0305	SOUTHWEST SCHOOL AND OFFICE SU	8,000.00	+2,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R0412	HOME DEPOT	3,100.00	+100.00	010142989 4311	Donations - Fulton / Elective Supplies
R20R0446	SOUTHWEST SCHOOL AND OFFICE SU	390.00	+180.00	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
R20R0462	RALPHS GROCERY COMPANY	1,500.00	+500.00	010144989 4311	Donations - Masuda / Elective Supplies
R20R0472	HOME DEPOT	2,875.00	+300.00	010144989 4311	Donations - Masuda / Elective Supplies
R20R0492	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	+100.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
R20R0612	MOMENTUM IN TEACHING LLC	13,500.00	+1,300.00	010114055 4310	Title I - Plavan / Instructional Supplies
			+2,300.00	011404040 4310	ES Reading Support-Plavan / Instructional Supplies
R20R0642	BLICK ART MATERIALS	293.80	+93.80	010143889 4311	Donations - Talbert / Elective Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **06/16/2022**

FRO 05/01/2022 TO 05/31/2022

<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>
R20R0666	COASTAL OCCUPATIONAL MEDICAL G	800.00	+200.00	012819771 5820	Personnel Commission / Physical Exam, Drug testing
R20R0834	J W PEPPER	10,288.65	+27.12	010063875 4310	Course Access-Music Talbert / Instructional Supplies
R20R0835	J W PEPPER	10,289.74	+1,690.63	010062975 4310	Course Access-Music Fulton / Instructional Supplies
R20R1059	SOUTHWEST SCHOOL AND OFFICE SU	189.00	+88.95	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
R20R1245	MOMENTUM IN TEACHING LLC	5,100.00	-1,700.00	011404747 4310	ES Reading Support-Courreges / Instructional Supplies
R20R1273	SCHOOL NURSE SUPPLY INC	70.01	+9.25	012733232 4327	Health Supplies - Cox / Health Supplies
R20R1282	LAKESHORE EQUIPMENT COMPANY	61.28	+11.23	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
R20S8060	MACGILL SCHOOL NURSE SUPPLIES	25.13	+12.95	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			+213,486.27		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **06/16/2022**

FRO 05/01/2022 TO 05/31/2022

<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>
R20R0057	RALPHS GROCERY COMPANY	16,000.00	+4,000.00	123206098 4710	Extended School Food Service / FOOD
R20R1357	DISCOUNT SCHOOL SUPPLY	400.00	+113.88	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
R20R1390	ORIENTAL TRADING COMPANY	2,100.00	+500.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
Fund 12 Total:			+4,613.88		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **06/16/2022**

FRO 05/01/2022 TO 05/31/2022

<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>
P20M4383	MOBILE MODULAR	19,362.17	-6,016.97	223019900 9330	GOB, ELECTION 2016 / PREPAID EXPENDITURES
Fund 22 Total:			-6,016.97		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/16/2022

FRO 05/01/2022 TO 05/31/2022

<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>
M20R0445	RACHLIN PARTNERS INC	518,530.74	+25,443.81	233011680 6220	GOB, ELECTION 2016-Newland / Architect/Engineer
P20M4383	MOBILE MODULAR	19,362.17	+11,516.97	233011680 6299	GOB, ELECTION 2016-Newland / Other Building &
P20M4397	SANDY PRINGLE ASSOCIATES	82,000.00	+12,000.00	233011680 6222	GOB, ELECTION 2016-Newland / Inspection Svcs Bldg
Fund 23 Total:			+48,960.78		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

06/16/2022

FRO 05/01/2022 TO 05/31/2022

<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>
M20R1798	RACHLIN PARTNERS INC	788,761.18	+25,087.81	403013780 6220	HVAC Modernization-Oka / Architect/Engineer Fees-Bldg
P20M4384	MOBILE MODULAR	21,862.17	+8,000.00	403013780 6299	HVAC Modernization-Oka / Other Building & Improvement
P20M4398	SANDY PRINGLE ASSOCIATES	75,000.00	+5,000.00	403013780 6222	HVAC Modernization-Oka / Inspection Svcs Bldg Improve
Fund 40 Total:			+38,087.81		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **06/16/2022**

FRO 05/01/2022 TO 05/31/2022

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+299,131.77		

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2022 11

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		8,481.00
1200	CERTIFICATED PUPIL SUPPORT	41.00	129.00
2100	INSTRUCTIONAL AIDES' SALARIES		171.00
2200	CLASSIFIED SUPPORT	38.00	105.00
2400	CLERICAL & OFFICE SALARIES	67.00	
2900	OTHER CLASSIFIED SALARIES		71.00
3101	STRS-CERTIFICATED POSITIONS	39.00	945.00
3201	PERS-CERTIFICATED		12.00
3202	PERS-CLASSIFIED		57.00
3313	MEDICARE-CERTIFICATED		86.00
3314	MEDICARE-CLASSIFIED		6.00
3353	ARP-CERTIFICATED		39.00
3355	OASDI-CERTIFICATED		4.00
3356	OASDI-CLASSIFIED		15.00
3501	SUI-CERTIFICATED		31.00
3502	SUI-CLASSIFIED		2.00
3601	WORKERS'COMP-CERTIFICATED		141.00
3602	WORKERS'COMP-CLASSIFIED		6.00
4200	BOOKS OTHER THAN TEXTBOOKS	1,872.00	4,774.00
4300	MATERIALS & SUPPLIES	107,175.00	108,332.00
4400	NONCAPITALIZATION EQUIPMENT	9,128.00	31,540.00
5200	TRAVEL & CONFERENCES	141.00	27,954.00
5300	DUES AND MEMBERSHIPS	200.00	
5600	RENTAL,LEASE,REPAIR & NON CAP		457.00
5713	Direct Cost-Printing & Reprod	2,228.00	229.00
5800	PROF/CONS SERV & OPER EXPENSE	85,185.00	12,475.00
6100	SITES AND IMPROVEMENT OF SITES	8,587.00	
6200	BUILDING AND IMPROVE OF BLDGS		8,587.00
6400	EQUIPMENT		7,824.00
9780	OTHER ASSIGNMENTS		2,228.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2022 11

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		214,701.00	214,701.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2022 20

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	27,528.00	13,849.00
1300	SUPERVISION AND ADMINISTRATORS		9,796.00
2100	INSTRUCTIONAL AIDES' SALARIES	70,086.00	30,499.00
2400	CLERICAL & OFFICE SALARIES		234.00
2900	OTHER CLASSIFIED SALARIES		36,486.00
3101	STRS-CERTIFICATED POSITIONS	428.00	4,001.00
3102	STRS-CLASSIFIED		199.00
3202	PERS-CLASSIFIED	16,057.00	17,920.00
3313	MEDICARE-CERTIFICATED	37.00	1,284.00
3314	MEDICARE-CLASSIFIED	1,015.00	930.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		290.00
3356	OASDI-CLASSIFIED	4,345.00	4,532.00
3401	HEALTH & WELFARE-CERTIFICATED		875.00
3402	HEALTH & WELFARE-CLASSIFIED		8,200.00
3501	SUI-CERTIFICATED	13.00	133.00
3502	SUI-CLASSIFIED	350.00	7,163.00
3601	WORKERS'COMP-CERTIFICATED	82.00	536.00
3602	WORKERS'COMP-CLASSIFIED	1,590.00	1,461.00
4100	TEXTBOOKS		4,091.00
4200	BOOKS OTHER THAN TEXTBOOKS		441.00
4300	MATERIALS & SUPPLIES	220,019.00	452,468.84
4400	NONCAPITALIZATION EQUIPMENT	300,257.00	67,219.00
5100	SUBAGREEMENTS FOR SERVICE	3,201.00	
5200	TRAVEL & CONFERENCES	13,684.00	16,882.00
5300	DUES AND MEMBERSHIPS	543.00	
5400	INSURANCE	25,433.00	4,224.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	69,466.00	93,121.00
5600	RENTAL,LEASE,REPAIR & NON CAP	90,461.00	91,496.00
5713	Direct Cost-Printing & Reprod	6,664.00	8,663.00
5800	PROF/CONS SERV & OPER EXPENSE	983,737.00	404,856.00
5900	COMMUNICATIONS	471.00	6,426.00
6200	BUILDING AND IMPROVE OF BLDGS	33,000.00	39,913.00
6400	EQUIPMENT		83,213.00
7141	Excess Costs/Deficit Pay-Schls		16,255.00
8000	REVENUE LIMIT SOURCES	56,912.00	241,405.00
8100	FEDERAL INCOME	280,606.00	543,252.00
8200	FEDERAL INCOME	551,571.00	65,243.00
8500	STATE INCOME	59,269.00	298,613.00
8600	LOCAL INCOME		95,864.00
9740	RESTRICTED BALANCE	28,430.00	279,883.00
9780	OTHER ASSIGNMENTS	173,505.84	345,542.00

FOUNTAIN VALLEY SD

Reference #:

2022 20

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
9790	UNASSIGNED/UNAPPROPRIATED	539,944.00	853,284.00
Subfund Total:		3,558,704.84	4,150,742.84

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 21

Adjustment of Funds

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

Fund: 1212 CHILD DEVELOPMENT

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
4300	MATERIALS & SUPPLIES	4,531.00	14,017.00
4400	NONCAPITALIZATION EQUIPMENT	3,237.00	
5200	TRAVEL & CONFERENCES	240.00	902.00
5600	RENTAL,LEASE,REPAIR & NON CAP		5.00
5800	PROF/CONS SERV & OPER EXPENSE	800.00	6,067.00
8600	LOCAL INCOME		26,625.00
9740	RESTRICTED BALANCE	15,521.00	29,963.00
Subfund Total:		24,329.00	77,579.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2022 22

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT		10,000.00
3202	PERS-CLASSIFIED		2,291.00
3314	MEDICARE-CLASSIFIED		145.00
3356	OASDI-CLASSIFIED		620.00
3502	SUI-CLASSIFIED		550.00
3602	WORKERS'COMP-CLASSIFIED		227.00
4300	MATERIALS & SUPPLIES	569.00	281.00
4400	NONCAPITALIZATION EQUIPMENT	5,560.00	8,523.00
4700	FOOD		422,591.00
5200	TRAVEL & CONFERENCES		250.00
5400	INSURANCE	750.00	
5600	RENTAL,LEASE,REPAIR & NON CAP		1,225.00
5800	PROF/CONS SERV & OPER EXPENSE	1,717.00	9,039.00
6400	EQUIPMENT		10,334.00
8200	FEDERAL INCOME		238,405.00
9740	RESTRICTED BALANCE	219,075.00	
Subfund Total:		227,671.00	704,481.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2022 23

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

Fund: 1414 DEFERRED MAINTENANCE
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Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		199.00
6200	BUILDING AND IMPROVE OF BLDGS	129,256.00	318,324.00
9780	OTHER ASSIGNMENTS	318,523.00	129,256.00
Subfund Total:		447,779.00	447,779.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2022 24

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

Fund: 2122 GOB EL 2016 SRS 2019
--

Object	Description	FROM	TO
8600	LOCAL INCOME		341.00
9740	RESTRICTED BALANCE		341.00
Subfund Total:		0.00	682.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2022 25

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

Fund: 2123 GOB EL 2016 SRS 2021
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		771.00
6200	BUILDING AND IMPROVE OF BLDGS		263,390.00
8600	LOCAL INCOME		5,379.00
9740	RESTRICTED BALANCE	258,782.00	
Subfund Total:		258,782.00	269,540.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 26

Adjustment of Funds

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

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

Object	Description	FROM	TO
5500	OPERATIONS & HOUSEKEEPNG SVCS		3,327.00
5800	PROF/CONS SERV & OPER EXPENSE		10,136.00
6200	BUILDING AND IMPROVE OF BLDGS	362,139.00	2,227,987.00
8600	LOCAL INCOME		38,272.00
9780	OTHER ASSIGNMENTS	2,230,673.00	389,634.00
Subfund Total:		2,592,812.00	2,669,356.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 27

Adjustment of Funds

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		19.00
9790	UNASSIGNED/UNAPPROPRIATED	19.00	
Subfund Total:		19.00	19.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 28

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
3408	Health Ins. Abate.-Certificate		1,620.00
3409	Health Ins. Abate.-Classified		146.00
3701	RETIREE BENEFITS-CERTIFICATED		10,005.00
3702	RETIREE BENEFITS-CLASSIFIED		218.00
5800	PROF/CONS SERV & OPER EXPENSE	4,687.00	
5900	COMMUNICATIONS		200.00
9790	UNASSIGNED/UNAPPROPRIATED	7,502.00	
Subfund Total:		12,189.00	12,189.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 06/16/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



Fountain Valley School District
Support Services

MEMORANDUM

TO: Dr. Katherine Stopp, Superintendent
FROM: Dr. Kate Christmas, Director, Support Services
SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA) Participation Agreement**
DATE: June 10, 2022

Background:

Orange County Department of Education, Region 9 Local Educational Consortium (LEC) has entered into an Agreement with the California State Department of Health Care Services to serve Local Educational Consortium for Region 9 in accordance with the California Welfare and Institutions Code. As part of Region 9, FVSD is referred to as the Local Education Agency (LEA) to administer School-based Medi-Cal Administrative Activities (SMAA). The goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of School-based Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate.

Fiscal Impact:

FVSD will receive Medi-Cal reimbursement over an annual 4.5% fee per quarterly claim to SMAA.

Recommendation:

It is recommended that the Board of Trustees approve the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2022 through June 30, 2023 and authorize the Superintendent or designee to sign all documents.

2 FOUNTAIN VALLEY SCHOOL DISTRICT
3 SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
4 PARTICIPATION AGREEMENT

5 This AGREEMENT is hereby entered into this 1st day of July, 2022,
6 by and between the Orange County Superintendent of Schools, 200 Kalmus
7 Drive, Costa Mesa, California 92626, Region 9 Local Educational
8 Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the
9 Fountain Valley School District, 10055 Slater Avenue, Fountain Valley,
10 California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT
11 and DISTRICT shall be collectively referred to as the Parties.

12 WITNESSETH:

13 WHEREAS, SUPERINTENDENT has entered into an Agreement with the
14 California State Department of Health Care Services, hereinafter
15 referred to as STATE, which is incorporated herein by this reference,
16 to serve as the Local Educational Consortium (LEC) for the Region 9
17 in accordance with the California Welfare and Institutions Code
18 Section 14132.47(c) (1); and

19 WHEREAS, SUPERINTENDENT has been designated by the STATE to
20 represent school districts and county offices located in Region 9,
21 hereinafter referred to as LEA (Local Education Agency) to administer
22 School-Based Medi-Cal Administrative Activities (SMAA) described as
23 Administrative Claiming process in the California Welfare and
24 Institutions Code Section 14132.47(c) (1); and

25 WHEREAS, the goal of the School-Based Medi-Cal Administrative
Activities (SMAA) Program is to improve the availability and
accessibility of Medi-Cal services to Medi-Cal eligible and

1 potentially eligible individuals, and their families where
2 appropriate, served by the SUPERINTENDENT and participating LEA'S; and

3 WHEREAS, DISTRICT is providing School-Based Medi-Cal
4 Administrative Activities and wishes to participate in the School-
5 Based Medi-Cal Administrative Activities Program.

6 NOW, THEREFORE, the Parties hereby agree as follows:

7 1.0 TERM. The term of this AGREEMENT shall be for a period of one
8 (1) year commencing on July 1, 2022, and ending on June 30, 2023,
9 subject to termination as set forth in this AGREEMENT.

10 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

11 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
12 amended as necessary to comply with all Federal, state
13 and SUPERINTENDENT'S program requirements.

14 b. "Certify" to the STATE:

15 1. The amount of DISTRICT'S general funds or any other
16 funds allowed under Federal law and regulation
17 expended are allowable "Program activities".

18 2. The availability and expenditure of one hundred
19 percent (100%) of the non-Federal cost of performing
20 Program activities.

21 3. That DISTRICT expenditures represent costs that are
22 eligible for Federal financial participation for
23 that fiscal year.

24 c. Act as liaison between STATE and DISTRICT and as mandated
25 by STATE, attend STATE trainings.

- 1 d. As mandated, provide a software platform through a third
2 party vendor, through which the DISTRICT shall utilize
3 the Random Moment Time Survey (RMTS) process. Although
4 the SUPERINTENDENT will make every reasonable effort to
5 facilitate the use of the software platform, the
6 SUPERINTENDENT is not responsible for problems resulting
7 from software platform or system errors.
- 8 e. Represent DISTRICT'S issues, concerns, and questions at
9 scheduled statewide LEC Advisory Committee meetings,
10 STATE meetings, and SMAA Program work groups.
- 11 f. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings
12 and trainings and provide STATE approved training
13 materials and updates to DISTRICT.
- 14 g. On behalf of STATE, provide SMAA and RMTS program
15 technical assistance.
- 16 h. Code all RMTS moments and make available to the DISTRICT
17 its RMTS results. Coding is based on the presumption that
18 the responses received from the DISTRICT are accurate and
19 all necessary documentation exists to support it. The LEC
20 shall not be responsible for monitoring, reviewing or
21 verifying documentation for any coded moment.
- 22 i. Review and submit the Random Moment Time Survey (RMTS)
23 quarterly invoices and related supporting documentation
24 to the STATE on behalf of the DISTRICT and convey to the
25 DISTRICT by warrant all funds received on behalf of
DISTRICT from the STATE less any amount due the

1 SUPERINTENDENT as defined in Section 5.0 of this
2 AGREEMENT. No funds will be conveyed to DISTRICT for
3 invoices that have been disallowed by the STATE or any
4 federal agency.

5 j. Work with DISTRICT to resolve any outstanding matters that
6 prevent SUPERINTENDENT'S certification of claim.

7 k. Monitor SMAA and RMTS compliance of DISTRICT with all
8 Federal, STATE, and SUPERINTENDENT'S Program
9 requirements.

10 l. Designate an employee to act as liaison to DISTRICT
11 regarding issues relating to this AGREEMENT.

12 m. Offer the DISTRICT the option of the LEC preparing the
13 RMTS quarterly invoice for a mutually agreed to additional
14 fee (See Appendix "C").

15 n. Assist the DISTRICT with the calculation of the LEA Medi-
16 cal Eligibility Rate or "Data Match percentage" from
17 student data submitted by the DISTRICT.

18 o. Provide DISTRICT access to STATE SMAA Appeal Process upon
19 request and appeal DISTRICT decision or action through
20 the STATE SMAA Appeal Process as necessary.

21 3.0 RESPONSIBILITIES OF DISTRICT.

22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
23 amended as necessary to comply with all Federal, STATE
24 and SUPERINTENDENT'S program requirements.

25 b. Comply fully with all Title XIX Federal, STATE, and
SUPERINTENDENT'S Program requirements.

- 1 c. RMTS software platform may be accessed only by employees
2 of the DISTRICT for RMTS purposes. DISTRICT agrees to
3 comply with the confidentiality and other requirements
4 associated with use of the RMTS software platform.
5 DISTRICT shall be responsible for any unauthorized use
6 and understands that the DISTRICT may be held liable.
- 7 d. Quarterly assess SMAA claiming potential within the
8 DISTRICT and determine which staff perform SMAA activities
9 and what direct charges, if applicable, will be claimed.
10 The DISTRICT will determine which staff participate in
11 the quarterly Random Moment Time Survey (RMTS).
- 12 e. Certify to the SUPERINTENDENT and STATE:
- 13 1. The amount of DISTRICT'S general funds or any other
14 funds allowed under Federal law and regulations expended
15 on the allowable "Program activities".
 - 16 2. The availability and expenditure, from allowable non-
17 Federal funding sources, of one hundred percent (100%)
18 of the cost of performing Program activities.
 - 19 3. Expenditures represent costs that are eligible for
20 Federal financial participation for that fiscal year.
- 21 f. If subcontracting for certain administrative activities,
22 provide SUPERINTENDENT with a copy of the DISTRICT'S
23 contract with vendor. DISTRICT may include vendor's
24 allowable costs on its invoice, to the extent that same
25 tasks are not performed by the SUPERINTENDENT and with

1 the understanding that the total annual vendor fees cannot
2 exceed fifteen percent (15%).

3 g. Ensure that DISTRICT'S designated SMAA Coordinator
4 attends quarterly Region 9 LEC SMAA Coordinators trainings
5 and meetings.

6 h. Adhere to timelines established by the STATE and
7 SUPERINTENDENT for completion of Program documentation
8 (e.g., Program invoices, Random Moment Time Survey (RMTS)
9 Rosters, Coding reports, etc.). Respond in a timely
10 manner to all STATE and SUPERINTENDENT requests for
11 information and documentation.

12 i. Respond to SUPERINTENDENT reviews with information and
13 corrected documents upon request and work with
14 SUPERINTENDENT to resolve any outstanding matters.

15 j. Appeal SUPERINTENDENT'S decision through the STATE SMAA
16 LEA Appeal Process if necessary.

17 k. Complete quarterly Random Moment Time Survey (RMTS), as
18 required by the Centers for Medicare and Medicaid Services
19 (CMS), to determine the amount of paid time spent on
20 Program claimable activities.

21 l. DISTRICT will maintain a minimum response rate of eighty-
22 five percent (85%) of the moments assigned per time study
23 quarter. If DISTRICT is unable to maintain the required
24 response rate, DISTRICT will have sanctions applied
25 according to the School-Based Medi-Cal Administrative
Activities (SMAA) Manual.

1 m. Develop and maintain at the DISTRICT an Audit File to
2 include at a minimum the following:

- 3 • Training materials.
- 4 • Random Moment Time Survey (RMTS) Time Survey
5 Participant (TSP) Roster Reports and other
6 documentation, including validation of time
7 survey participant attendance.
- 8 • Time certification and supporting documentation
9 for direct charge staff.
- 10 • Job Descriptions.
- 11 • Medi-Cal Percentage documentation.
- 12 • Invoice documents and supporting documentation.
- 13 • Contracts/MOU.
- 14 • Organizational Charts.
- 15 • School Calendar.
- 16 • Resource Directories and outreach materials.
- 17 • Program review documentation.

18 n. Prepare and certify School-Based MAA invoices to the LEC
19 in conformance with STATE requirements and timelines
20 providing SUPERINTENDENT with copies of SMAA invoice
21 supporting documentation upon request.

22 o. DISTRICT agrees to maintain and preserve, documentation
23 for a period of not less than five years after termination
24 of Agreement and final payment from Department of Health
25 Care Services (DHCS) to SUPERINTENDENT, to permit
Department of Health Care Services (DHCS) or any duly
authorized representative, to have access to examine or
audit any pertinent books, documents, papers and records
related to this AGREEMENT and to allow interviews of any
employee who might reasonably have information related to
such records.

1 p. If DISTRICT'S AGREEMENT is in excess of Ten thousand
2 dollars (\$10,000.00), DISTRICT shall agree and comply with
3 the following terms and conditions:

4 1. Maintain books, records, documents, and other
5 evidence, accounting procedures and practices,
6 sufficient to properly reflect all direct and
7 indirect costs of whatever nature claimed to
8 have been incurred in the performance of this
9 AGREEMENT, including any matching costs and
10 expenses. The foregoing constitutes "records"
11 for the purpose of this provision.

12 2. DISTRICT'S facility or office or such part
13 thereof as may be engaged in the performance of
14 this AGREEMENT and its records shall be subject
15 at all reasonable times to inspection, audit,
16 and reproduction.

17 3. The Department of Health Care Services (DHCS),
18 the Department of General Services, the Bureau
19 of State Audits, or their designated
20 representatives including the Comptroller
21 General of the Unites States shall have the
22 right to review and to copy any records and
23 supporting documentation pertaining to the
24 performance of this AGREEMENT. DISTRICT agrees
25 to allow the auditor(s) access to such records
during normal business hours and to allow

1 interviews of any employees who might reasonably
2 have information related to such records.
3 Further, DISTRICT agrees to include a similar
4 right of the STATE to audit records and
5 interview staff related to performance of this
6 AGREEMENT.

7 4. Preserve and make available its records (1) for
8 a period of five (5) years from the date of final
9 payment under this AGREEMENT, and (2) for such
10 longer period, if any, as required by applicable
11 statute, by any other provision of this
12 AGREEMENT, or by subparagraphs (a) or (b) below:

13 (a) If this AGREEMENT is completely or partially
14 terminated, the records relating to the
15 work terminated shall be preserved and
16 made available for a period of five (5)
17 years from the date of resulting final
18 settlement.

19 (b) If any litigation, claim, negotiation,
20 audit, or other action involving the
21 records has been started before the
22 expiration of the five-year period, the
23 records shall be retained until completion
24 of the action and resolution of all issues
25 which arise from it, or until the end of

1 the regular five-year period, whichever is
2 later.

3 5. DISTRICT shall comply with the above
4 requirements and be aware of the penalties for
5 violations of fraud and for obstruction of
6 investigation as set forth in Public Contract
7 Code §10115.10, if applicable.

8 6. DISTRICT, may at its discretion, following
9 receipt of final payment under this AGREEMENT,
10 reduce its accounts, books and records related
11 to this AGREEMENT to microfilm, computer disk,
12 CD ROM, DVD, or their data storage medium. Upon
13 request by an authorized representative to
14 inspect, audit or obtain copies of said records,
15 DISTRICT must supply or make available
16 applicable devices, hardware, and/or software
17 necessary to view, copy and/or print said
18 records. Applicable devices may include, but
19 are not limited to microfilm readers and
20 microfilm printers, etc.

21 q. The STATE, through any authorized representatives, has
22 the right at all reasonable times to inspect or otherwise
23 evaluate the work performed or being performed hereunder
24 and the premises in which it is being performed. If any
25 inspection or evaluation is made of the premises of
DISTRICT, DISTRICT shall provide all reasonable

1 facilities and assistance for the safety and convenience
2 of the authorized representative in the performance of
3 their duties. All inspections and evaluations shall be
4 performed in such a manner as will not unduly delay the
5 work.

6 r. In the event an invoice is revised or is disallowed by
7 the STATE, agree to reimburse SUPERINTENDENT within thirty
8 (30) days of receipt of an invoice from SUPERINTENDENT
9 evidencing SUPERINTENDENT'S payment to the STATE for
10 DISTRICT'S revised or disallowed invoice.

11 s. Ensure no duplicative billings.

12 t. Hold SUPERINTENDENT harmless from any Federal
13 disallowance of SMAA claim payments made to DISTRICT by
14 the STATE.

15 u. Designate an employee to act as a liaison with
16 SUPERINTENDENT to provide DISTRICT specific information
17 relative to SMAA Program administration and fiscal issues.

18 v. Provide SUPERINTENDET with student data files required
19 for the calculation of the LEA Medi-Cal Eligibility Rate
20 or "Data Match percentage".

21 w. Complete and return with the fully executed AGREEMENT,
22 SUPERINTENDENT'S School-Based Medi-Cal Administrative
23 Activities (SMAA) District Information 2022-2023 form,
24 Appendix "A", the School-Based Medi-Cal Administrative
25 Activities (SMAA) LEC Fee Information 2022-2023 form,
Appendix "C", Certification Regarding Lobbying form,

1 Appendix "D", and Data Use Agreement, Appendix "E",
2 attached hereto and incorporated by reference herein.

3 4.0 DATA USE AGREEMENT. The Parties agrees to secure data and
4 documents that reside in the California Department of Health Care
5 Services (DHCS) Medi-Cal system of records, or with its agents, to
6 ensure the integrity, security, and confidentiality of such data and
7 documents, and to permit only appropriate disclosure and use as may
8 be permitted by law as specified in School-Based Medi-Cal
9 Administrative Activities (SMAA) Agreement for Disclosure and Use of
10 Medi-Cal Data 2022-2023 (DATA USE AGREEMENT), Appendix "E", attached
11 hereto and incorporated by reference herein. The DATA USE AGREEMENT
12 must be signed by the Custodian of Records on behalf of the DISTRICT.

13 5.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of
14 DISTRICT'S responsibilities outlined in Section 3.0 of this AGREEMENT
15 and after SUPERINTENDENT has received reimbursement from the STATE for
16 DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT shall convey to
17 DISTRICT by warrant, all funds received on behalf of DISTRICT from the
18 STATE less any amount due the SUPERINTENDENT and STATE as determined
19 in Section 5.0 below. No funds will be conveyed to DISTRICT for
20 invoices that have been revised or disallowed by the STATE or Federal.
21 Payment to DISTRICT shall be made within forty-five (45) days of
22 receipt and reconciliation of STATE funds by SUPERINTENDENT.

23 6.0 FEE SCHEDULE.

- 24 a. RMTS Software Platform Fee. DISTRICT will be responsible
25 for DISTRICT'S share of the RMTS Software Platform Fee,
 which is based on the DISTRICT'S actual cost of utilizing

1 the RMTS Software Platform through a third party
2 administrator selected by the Region 9 LEC for the Random
3 Moment Time Survey. SUPERINTENDENT will bill DISTRICT for
4 DISTRICT'S share of the software platform fees as
5 described in the School-Based Medi-Cal Administrative
6 Activities (SMAA) RMTS Fee Information 2022-2023 form,
7 Appendix "B", attached hereto and incorporated by
8 reference herein.

9 b. SUPERINTENDENT'S LEC Fees.

- 10 1. After SUPERINTENDENT has received reimbursement
11 from the STATE for DISTRICT'S quarterly SMAA
12 claim(s), SUPERINTENDENT will transfer to
13 DISTRICT an amount equal to the Federal share
14 of cost received as reimbursement for DISTRICT'S
15 SMAA claim submitted by DISTRICT, less four and
16 one-half percent (4.5%) fee per quarterly claim
17 which will be used to support SUPERINTENDENT'S
18 SMAA administration. The four and one-half
19 percent (4.5%) fee may be amended as necessary
20 to support compliance with all Federal, STATE
21 and SUPERINTENDENT'S program requirements. LEC
22 fee will include DISTRICT'S share of the STATE
23 Participation Fee, which is based on the STATE'S
24 cost for administering the SMAA claiming
25 process.

1 2. Optional Services. If the DISTRICT selects the
2 option of having the LEC prepare the RMTS
3 quarterly invoice, an additional two percent
4 (2.0%) will be added to the LEC Fee percentage
5 mentioned in 5.b.1 above, but billed separately.
6 SUPERINTENDENT will provide Optional Services
7 upon written request of DISTRICT (See Appendix
8 "C").

9 c. The obligations of SUPERINTENDENT and DISTRICT under this
10 AGREEMENT are contingent upon the availability of funds
11 furnished by the United States Government and the State
12 of California. In the event that such funding is
13 terminated or reduced, this AGREEMENT may be terminated,
14 and SUPERINTENDENT'S and DISTRICT'S fiscal obligations
15 hereunder shall be limited to a pro-rated amount of
16 funding actually received by the SUPERINTENDENT and
17 DISTRICT from the United States Government and the State
18 of California under this AGREEMENT. SUPERINTENDENT shall
19 provide DISTRICT written notification of such
20 termination. Notice shall be deemed given when received
21 by the DISTRICT or no later than three (3) days after the
22 day of mailing, whichever is sooner.

23 7.0 FEDERAL CLAIMING.

24 a. TITLE 31 - Money and Finance, Subtitle V - General
25 Assistance Administration, Chapter 75 - Requirements for
 Single Audits, Section 7502 requires each pass through

1 entity provide the sub-recipient program names and any
2 identifying numbers from which such assistance is derived.
3 The Catalog of Federal Domestic Assistance (CFDA) number
4 for this Federal program is 93.778, Medical Assistance
5 Program (Medi-Cal).

- 6 b. A "Vendor" means a dealer, distributor, merchant, or other
7 seller providing goods or services that are required for
8 the conduct of a Federal program. These goods or services
9 may be for an organization's own use or for the use of
10 beneficiaries of the Federal program. Additional guidance
11 on distinguishing between a sub-recipient and a vendor is
12 provided in OMB Circular A-133.

13 8.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
14 this AGREEMENT, shall be and act as an independent contractor.
15 SUPERINTENDENT understands and agrees that he/she and all of his/her
16 employees shall not be considered officers, employees or agents of the
17 DISTRICT, and are not entitled to benefits of any kind or nature
18 normally provided employees of the DISTRICT and/or to which DISTRICT'S
19 employees are normally entitled, including, but not limited to, State
20 Unemployment Compensation or Workers' Compensation. SUPERINTENDENT
21 assumes full responsibility for the acts and/or omissions of his/her
22 employees or agents as they relate to the services to be provided
23 under this AGREEMENT. SUPERINTENDENT shall assume full responsibility
24 for payment of all Federal, STATE and local taxes or contributions,
25 including unemployment insurance, social security and income taxes
with respect to SUPERINTENDENT'S employees.

1 9.0 COPYRIGHT. DISTRICT understands and agrees that all forms, plans,
2 and related instructional materials developed by SUPERINTENDENT or
3 DISTRICT under this AGREEMENT shall become the exclusive property of
4 the Department of Health Care Services. The Department of Health Care
5 Services shall have all right, title and interest in said matters,
6 including the right to secure and maintain the copyright, trademark
7 and/or patent all forms and related instructional materials developed
8 under this AGREEMENT.

9 10.0 HOLD HARMLESS.

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

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

1 or omissions of employees, agents or officers of DISTRICT
2 during the term of this AGREEMENT.

3 11.0 CONFIDENTIALITY.

4 a. SUPERINTENDENT and DISTRICT shall maintain
5 confidentiality of their respective records and
6 information, governing the confidentiality of client or
7 student information for Medi-Cal clients served under this
8 AGREEMENT. Applicable laws include, but are not limited
9 to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section 431.300,
10 Welfare and Institutions Code, Section 14100.2 and 22
11 California Code of Regulations Section 51009 and all
12 applicable Federal and/or STATE laws or regulations as
13 each may now exist or be hereafter amended. The
14 confidentiality obligations contained in this section
15 shall survive termination of this AGREEMENT.

16 b. DISTRICT understands and agrees to take all reasonable
17 steps to avoid unauthorized disclosure of any of
18 SUPERINTENDENT'S agents' proprietary data provided for
19 purposes of this AGREEMENT hereinafter defined as data
20 file specifications, related instructions, management
21 reports, training materials, plans or other information
22 relating to the performance of SUPERINTENDENT'S agents
23 services hereunder, disclosed by SUPERINTENDENT to
24 DISTRICT pursuant to this AGREEMENT. DISTRICT shall not
25 during or after the term of this AGREEMENT, permit the
copying, duplication, or use of any of SUPERINTENDENT'S

1 agents' proprietary data by or to any person other than
2 authorized employees, agents or representatives of
3 DISTRICT.

4 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
5 to assure that the information supplied to SUPERINTENDENT hereunder
6 shall be true, complete, and accurate in all respects. DISTRICT shall
7 assume sole responsibility for the truth, completeness and accuracy
8 of all information supplied to SUPERINTENDENT and agrees that
9 SUPERINTENDENT shall have no responsibility or liability for the
10 truth, completeness or accuracy of any information submitted by
11 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify
12 SMAA invoice(s) that do not comply with STATE and Federal SMAA
13 requirements.

14 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable for
15 damages or losses to DISTRICT employees, agents, independent
16 contractors or students relating to lost medical services or lost data
17 under this AGREEMENT. SUPERINTENDENT shall not be liable for any sums
18 DISTRICT does not obtain in reimbursement from the STATE, or for any
19 incidental, indirect, special or consequential damages to DISTRICT
20 arising from the denial of any request for reimbursement from the
21 STATE.

22 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
23 AGREEMENT shall not be assigned by the DISTRICT without prior written
24 approval of SUPERINTENDENT.

25 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein
must meet the approval of the DISTRICT and shall be subject to the

1 DISTRICT'S general right of inspection to secure the satisfactory
2 completion thereof. SUPERINTENDENT and DISTRICT agree to comply with
3 all Federal, STATE and local laws, rules, regulations and ordinances
4 that are now or may in the future become applicable to SUPERINTENDENT
5 or DISTRICT'S, equipment and personnel engaged in operations covered
6 by this AGREEMENT or accruing out of the performance of such
7 operations.

8 16.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT
9 shall complete and return with the fully executed AGREEMENT the
10 Certification Regarding Lobbying form, Appendix "D", attached hereto
11 and incorporated by reference herein, that the DISTRICT has not made,
12 and will not make, any payment prohibited by Item 1 of the
13 Certification Regarding Lobbying form.

14 17.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this
15 AGREEMENT, DISTRICT certifies to the best of its knowledge and belief,
16 that it:

- 17 a. Is not presently debarred, suspended, proposed for
18 debarment, declared ineligible, or voluntarily excluded
19 by any federal department or agency;
- 20 b. Has not within a three-year period preceding this
21 AGREEMENT been convicted of or had a civil judgement
22 rendered against them for commission of fraud or a
23 criminal offense in connection with obtaining, attempting
24 to obtain, or performing a public (Federal, STATE or
25 local) transaction or contract under a public transaction;
violation of Federal or STATE antitrust statutes or

1 commission of embezzlement, theft, forgery, bribery,
2 falsification or destruction of records, making false
3 statements, or receiving stolen property.

4 c. Is not presently indicted for or otherwise criminally or
5 civilly charged by a government entity (Federal, STATE or
6 local) with commission of any of the offenses enumerated
7 in Section 16.0(b) herein; and

8 d. Has not within a three-year period preceding this
9 AGREEMENT had one or more public transactions (Federal,
10 STATE or local) terminated for cause or default.

11 e. The terms and definitions herein have the meanings set
12 out in the Definitions and Coverage sections of the rules
13 implementing Federal Executive Order 12549.

14 f. If DISTRICT is unable to certify to any of the statements
15 in this certification, DISTRICT shall submit an
16 explanation to SUPERINTENDENT.

17 g. If DISTRICT knowingly violates this certification, in
18 addition to other remedies available to the Federal
19 Government, the Department of Health Care Services (DHCS)
20 may terminate this AGREEMENT for cause or default.

21 18.0 ALTERNATIVE FORMAT. Under Federal and State law, including the
22 Americans with Disabilities Act, discrimination against qualified
23 members of the public participating in public programs based on
24 disability is prohibited. A person is a qualified member of the public
25 if they are an appropriate person with whom a public agency should or
would communicate. The rights of persons with disabilities must be

1 protected to ensure meaningful and equal access to public services,
2 including but not limited to Medi-Cal and other programs by the STATE.
3 SUPERINTENDENT and DISTRICT are required to provide auxiliary aids and
4 services, free of charge, to ensure all qualified persons with speech,
5 hearing, and/or vision disabilities can effectively communicate and
6 participate in public programs, services, and/or activities.
7 SUPERINTENDENT and DISTRICT must also provide auxiliary aids and
8 services to a family member, friend, or associate of the program
9 participant if said individual is identified as the beneficiary's
10 authorized representative, or it is someone with whom it is appropriate
11 to communicate (e.g., a disabled parent of a beneficiary). If requested,
12 the alternative format must be provided within two months of the
13 request. All subsequent documentation provided to that individual must
14 be in the requested alternative format. A plan to provide alternative
15 format requests should be developed and maintained in the DISTRICT's
16 audit records.

17 19.0 HIPAA. DISTRICT agrees to inform all students and faculty of the
18 importance of complying with all relevant State and Federal
19 confidentiality laws, including the Health Insurance Portability and
20 Accountability Act of 1996 (HIPAA) to the extent applicable. In
21 addition, DISTRICT agrees to provide students and faculty with training
22 in the requirements of the privacy and security provisions of HIPAA
23 and to advise them of the importance of complying with Facility's
24 policies and procedures relative to HIPAA.

25 20.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
SUPERINTENDENT and DISTRICT agree that they shall not engage nor employ

1 any unlawful discriminatory practices in employment of personnel or in
2 any other respect on the basis of sex, race, color, ethnicity, national
3 origin, ancestry, religion, age, marital status, medical condition,
4 sexual orientation, physical or mental disability or any other
5 protected group in accordance with the requirements of all applicable
6 Federal or STATE law.

7 21.0 TOBACCO USE POLICY. In the interest of public health,
8 SUPERINTENDENT provides a tobacco-free environment. Smoking or the use
9 of any tobacco products are prohibited in buildings and vehicles, and
10 on any property owned, leased or contracted for by the SUPERINTENDENT
11 pursuant to SUPERINTENDENT' Policy 400.15. Failure to abide with
12 conditions of this policy could result in the termination of this
13 AGREEMENT.

14 22.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
15 or without cause, terminate this AGREEMENT with the giving of thirty
16 (30) days prior written notice to the other party. However, once
17 SUPERINTENDENT has submitted a RMTS Roster Report to the Department
18 of Health Care Services (DHCS), according to the School-Based Medi-
19 Cal Administrative Activities (SMAA) Manual, DISTRICT may not
20 terminate until the next quarter survey period.

21 23.0 NOTICE. All notices or demands to be given under this AGREEMENT
22 by either party to the other shall be in writing and given either by:
23 (a) personal service or (b) by U.S. Mail, mailed either by registered
24 or certified mail, return receipt requested, with postage prepaid.
25 Service shall be considered given when received if personally served
or if mailed on the third day after deposit in any U.S. Post Office.

1 The address to which notices or demands may be given by either party
2 may be changed by written notice given in accordance with the notice
3 provisions of this section. As of the date of this AGREEMENT, the
4 addresses of the parties are as follows:

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

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

10 24.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
11 redress for violation of, or to insist upon, the strict performance
12 of any term or condition of this AGREEMENT shall not be deemed a waiver
13 by that party of such term or condition, or prevent a subsequent
14 similar act from again constituting a violation of such term or
15 condition.

16 25.0 SEVERABILITY. If any term, condition or provision of this
17 AGREEMENT is held by a court of competent jurisdiction to be invalid,
18 void, or unenforceable, the remaining provisions will nevertheless
19 continue in full force and effect, and shall not be affected, impaired
20 or invalidated in any way.

21 26.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
22 be governed by the laws of the State of California with venue in Orange
23 County, California.

24 27.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
25 attached hereto constitute the entire agreement among the Parties to
it and supersedes any prior or contemporaneous understanding or

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

3 IN WITNESS WHEREOF, the Parties hereto set their hands.

4 DISTRICT: FOUNTAIN VALLEY SCHOOL
5 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

6 BY: _____
Authorized Signature

BY:  _____
Authorized Signature

7 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

8 TITLE: _____

TITLE: Administrator

9 DATE: _____

DATE: March 14, 2022

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Fountain Valley SD(10000833)-SMAA Agreement 2022-2023
Zip5



Local Educational Consortium School-Based Medi-Cal Administrative Activities
Region 9 • Imperial, Orange, and San Diego Counties
Administered by the Orange County Superintendent of Schools

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2022-2023**

1 DISTRICT/SCHOOL

District/School Name

County

Claiming Unit: _____

If different than name above.

2 DISTRICT SMAA COORDINATOR

Name

District Job Title

Street Address

City, State, Zip

Mailing Address (if different than street address)

City, State, Zip

Phone (please include extension)

Fax

Email

Check the box for this person to:

**have access to the RMTS system
receive RMTS late notifications**

3 SUPERVISOR OF DISTRICT SMAA COORDINATOR

Name

District Job Title

Phone (please include extension)

Fax

Email

Check the box for this person to:

**be included in all program communications
have access to the RMTS system
receive RMTS late notifications**

4. ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (1)

Name

District Job Title

Phone (please include extension)

Fax

Email

Check the box for this person to:

**be included in all program communications
have access to the RMTS system
receive RMTS late notifications**

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
DISTRICT INFORMATION
2022-2023**

ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE/ASSISTANT (2)

<i>Name</i>	<i>District Job Title</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:	be included in all program communications have access to the RMTS system receive RMTS late notifications	

5. ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE

<i>Name</i>	<i>District Job Title</i>	
<i>Phone (please include extension)</i>	<i>Fax</i>	<i>Email</i>
Check the box for this person to:	be included in all program communications have access to the RMTS system	

6. SMAA INVOICE SUBCONTRACTOR/THIRD-PARTY VENDOR

<i>Company Name</i>		
<i>Contact</i>	<i>Contact Job Title</i>	
<i>Phone</i>	<i>Email</i>	

7. LEA BILLING OPTION PROGRAM SUBCONTRACTOR/THIRD-PARTY VENDOR

<i>Company Name</i>		
<i>Contact</i>	<i>Contact Job Title</i>	
<i>Phone</i>	<i>Email</i>	

PRINTED NAME OF PERSON FILLING OUT FORM	JOB CLASSIFICATION TITLE
DATE	

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)
RMTS FEE INFORMATION
2022-2023**

RMTS Software Platform Fee

DISTRICT will be responsible for DISTRICT'S share of the RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees. The DISTRICT'S share of the software platform fees may be included in the DISTRICT's claim for reimbursement based on actual costs paid.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). RMTS Software Platform Fees are structured on a quarterly Time Survey Participant (TSP) rate based on the actual count of TSPs by district in the PCG RMTS system at the time of sample generation prior to the start of each fiscal quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for FY quarter 1, the July-September quarter, these charges will be half the rate of the quarterly fee and based on the district's prior quarter participant count.

FY Quarter	Quarterly Participant Rate
FY Q1: July - September	\$0.67/participant/quarter
FY Q2: October – December	\$1.34/ participant/quarter
FY Q3: January – March	\$1.34/ participant/quarter
FY Q4: April – June	\$1.34/ participant/quarter

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
LEC FEE INFORMATION
2022-2023**

SUPERINTENDENT'S LEC Fee for Administrative Support

After SUPERINTENDENT has received reimbursement from the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT will transfer to DISTRICT an amount equal to the Federal share of cost received as reimbursement for DISTRICT'S SMAA claim submitted by DISTRICT, less four and one-half percent (4.5%) fee per quarterly claim which will be used to support SUPERINTENDENT'S SMAA administration. The four and one-half percent (4.5%) LEC fee may be amended as necessary to support compliance with all Federal, STATE and SUPERINTENDENT'S program requirements.

Included in the LEC fee is the DISTRICT'S share of the STATE Participation Fee assessed to each LEC region, based on the STATE'S cost for administering the SMAA claiming process. In addition, if needed, the SUPERINTENDENT will assist the DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Data Match percentage."

SUPERINTENDENT'S OPTIONAL SERVICES FEE

The following optional service is being offered to support and provide an additional option for participating districts regarding the preparation of the SMAA program's invoice claims. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be in addition to the LEC Fee percentage but billed separately by the SUPERINTENDENT so that the DISTRICT may submit the optional service costs for claim reimbursement based on actual costs paid.

SUPERINTENDENT will request from DISTRICT the fiscal information required to complete the SMAA invoice claim. Time Study Participant pool lists will be provided with the request to assist with collection of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. SUPERINTENDENT will establish and maintain a secure file transfer protocol (SFTP) site for the transmission of all fiscal related documentation. Once notified that claims have been prepared and are ready for district's review, the DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Please indicate below, the DISTRICT's response to the optional service being offered and return with the fully executed AGREEMENT.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2022 – June 30, 2023

District Name

Name (Type/Print)

Date

Signature

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL., 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: _____

BY: _____
Authorized Signature

PRINTED NAME: _____

TITLE: _____

DATE: _____

**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)
AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA
2022-2023**

DISTRICT and SUPERINTENDENT agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

DISTRICT and SUPERINTENDENT mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the DISTRICT and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The DISTRICT agrees to notify SUPERINTENDENT of any change to the custodianship information. DISTRICT and SUPERINTENDENT mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

DISTRICT and SUPERINTENDENT mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. DISTRICT agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. DISTRICT agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

DISTRICT agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in

HIPAA, the HITECH Act, and the HIPAA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. DISTRICT also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the DISTRICT.

DISTRICT acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162 and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. DISTRICT further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that DISTRICT, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of DISTRICT, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files

District Name

District Address

Custodian's Phone Number / Email Address

Custodian's Signature

Date



Fountain Valley School District
Support Services

MEMORANDUM

TO: Dr. Katherine Stopp, Superintendent
FROM: Dr. Kate Christmas, Director, Support Services
SUBJECT: **Bio-Acoustical Corporation**
DATE: June 10, 2022

Background:

Bio-Acoustical's custom mobile hearing testing units can test up to six people at one time, one group every 15 minutes. Testing is conducted in ventilated, individual sound treated rooms by bilingual (English/Spanish) CAOHC certified audiometric technicians. All mobile hearing testing and training materials are available in both English and Spanish. Their audiometers are calibrated to ensure that measurements are accurate and conform to OSHA regulations. Bio-Acoustical will perform near, far, and color vision screenings and hearing screenings for students designated by the School District. They will also perform retesting if necessary. Agreement is effective for the 2022-2023 school year.

Fiscal Impact:

Not to Exceed \$22,000.00

Recommendation:

It is recommended that the Board of Trustees approves the contract between Bio-Acoustical Corporation and Fountain Valley School District for the 2022-2023 school year.

SCREENING SERVICES CONTRACT PROPOSAL

THIS CONTRACT, BY AND BETWEEN **BIO-ACOUSTICAL CORPORATION** AND THE **FOUNTAIN VALLEY SCHOOL DISTRICT** SHALL BE IN EFFECT FOR THE **2022-2023 SCHOOL YEAR**

SECTION I: **HEARING SCREENING**

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

- (a) Perform the following service: Hearing screening on designated students at designated districts school sites. Such services shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.
- (b) Perform the hearing screenings in accordance with procedures prescribed in Section 2951, California Public Health Administrative Code, Title 17. The following screening(s) will be administered:

Please check appropriate boxes:

- Initial Screenings with First Thresholds
- Second Thresholds (Retests)

- (c) Permit only properly licensed and certified personnel to conduct such screening of pupils. Such personnel shall meet the requirements and standards of the State Board of Public Health, Section 1685 and Section 1686 of the Health and Safety Code of California and shall be registered in the State Department of Education and the County Schools office.
 - (d) Utilize the adequate equipment and audiometers necessary to conduct adequate screening and testing. Audiometers used shall be calibrated to the ANSI 1989 Standards.
-

SECTION II: (optional) **VISION SCREENING**

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

YES NO

- (a) Perform the following service: Near and Far Vision Screening of pupils designated by the School District. Such service shall be performed in accordance with, and subject to, all applicable requirements for the Education Code, Health and Safety Code, the reasonable regulations adopted by the School District, and all other applications of law.

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

SECTION III: (optional) **COLOR VISION SCREENING**

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

YES NO

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

SECTION IV: **PRICING**

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

PER DAY RATE: **\$1,600 with two vision screeners**
\$1,800 with three vision screeners

PER DAY RATE FOR RETESTING: **\$800 without truck scheduling 2 schools per day**

SECTION V: **REPORTING**

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

SECTION VI: **BILLING**

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

SECTION VII:

CONDITIONS

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

- (g) Upon acceptance of this contract, the School District shall issue an applicable **Purchase Order** to cover services provided by this contract. **Purchase orders must be received with the signed contracts, or no later than three weeks prior to date testing schedule commences**, indicating approximate numbers of students to be tested, and price ranges for test to be administered. Terms of payment will be Net-15 days (1 ½% interest will be charged to all invoices not paid after thirty (30) days). Purchase orders may include "NOT TO EXCEED" LIMITATIONS but must take any prior year's billing total plus any enrollment increases, or current enrollment figures multiplied by the applicable hearing and/or vision charges into consideration.
- (h) School District is responsible for: 1) Reporting failures and/or and School District recommendations to parents of students, and reporting to any applicable State Agencies any/all total district figures, as well as filing any annual mandated screening compliance reports to applicable agencies, and 2) Filing "intent to contract" with applicable Agencies of County and State.
- (i) Completion date: All screening services under this contract will be completed on or before _____

SECTION VIII: ACCEPTANCE

IN WITNESS WHEREOF, the parties signing below have executed this Contract as of the date transcribed here below.

Dianne Doyle
Bio-Acoustical Corporation

Date: 5/20/2022

School District

Date: _____

Authorized Agent's Signature

Purchase Order Number (PO must be on file prior to testing)

Term of this contract is for _____ year (s).



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
 FROM: Jerry Gargus, Ed.D., Assistant Superintendent, Educational Services
 SUBJECT: **EDUCATIONAL TECHNOLOGIES ANNUAL RENEWALS**
 DATE: June 7, 2022

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
IXL	Online student learning and assessment platform for TK-8 th grade students in the areas of ELA and Math.	1-Year	\$87,725.00
Aeries Software	Student Information System with components that support online student registration, student achievement reporting, and longitudinal student record keeping	1-Year	\$58,466.00
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	\$32,880.00

Vendor	Description	Term	Cost
Illuminate Education	Data management system used for collection and analysis of student achievement data including CAASPP, F&P, and SRI	1-Year	\$32,651.00
Parent Square (billed through Aeries Software, Inc.)	Multi-platform communication system that empowers FVSD with the ability to distribute mass communications & urgent alerts, posts, and direct messages	1-Year	\$30,825.00
Zoom	Online platform that hosts virtual meetings and can be utilized to record lessons for distribution to students	1-Year	\$18,000.00
TurnItIn	Online platform used by FVSD Middle School English Language Arts teachers to provide students with feedback on writing assignments	1-Year	\$17,756.00
Follett School Solutions	Textbook and library inventory management system used at the District level and at all school sites	1-year	\$14,749.04
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	\$13,965.75
Edlio, LLC	Website Content Management System and web hosting service for FVSD main website and each school's website	1-Year	\$11,340.00
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
ClearVision Technologies	Software system (Report Card Maker) used to create report cards for our elementary grade levels (TK-5)	1-Year	\$5,381.00

Vendor	Description	Term	Cost
NewsELA	Licensing for all FVSD students in grades 3-8, as well as online support for teachers.	3-Year	\$101,524.00** (Paid in full for 3-years at beginning of 2020-21 school year)
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**
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**
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)
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**

** Indicates “Paid in Full” status through prior Board Approval Process – not included in the expenditure total provided below.

Fiscal Impact:

Expenditures outlined above totaling \$330,313.79 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 2022-23 school year.



RENEWAL QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 2926376-2022-001-5
DATE: MARCH 8, 2022

TO:
Jerry Gargus
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Kelly Bailey	A20-2926376	July 1, 2022 – July 1, 2023	July 1, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades PK-8: 6,050 students) Subjects: Math and ELA <i>Unlimited instructor accounts included</i>	\$87,725.00	\$87,725.00
SUBTOTAL			\$87,725.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$87,725.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 2926376-2022-001-5. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #94773

March 8, 2022

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Jerry Gargus
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Kelly Bailey	A20-2926376	2926376-2022-001-5	Jul 1, 2022 - Jul 1, 2023

PAYMENT PLAN

Amount	Invoice date
\$87,725	July 1, 2022
TOTAL	\$87,725

Price valid until July 1, 2022

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE**DATE**



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



PLEASE REMIT TO:
Aeries Software
 770 The City Dr. S.
 Suite 6500
 Orange, CA 92868

Renewal Notification RN-8530
DATE 05/01/2022
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 or 888-487-7555.

Message:

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
5998	Software License/Support Subscription	4.00	07/01/2022	06/30/2023	\$23,992.00
5998	Aeries Online Enrollment	1.00	07/01/2022	06/30/2023	\$5,998.00
SUBTOTAL					29,990.00
TOTAL					29,990.00
AMOUNT RECEIVED					\$
AMOUNT DUE					\$



Aeries Software, Inc.

A solution where data empowers, never impedes.

PREPARED BY
Brandon Cruz
brandonc@aeries.com

Quote #: Q-01337-1
Date: 5/13/2022 1:59 PM
Expires On: 8/12/2022

District: Fountain Valley
Elementary School
District

Contact: Parham Sadegh
Email: sadeghp@fvsd.us

Phone: (714) 843-3299

Address: 10055 Slater
Avenue
Fountain Valley, CA
92708

Pricing provided has been prepared for the following term 7/1/2022 - 6/30/2023

Aeries SIS Software

QTY	PRODUCTS	DESCRIPTION	UNIT PRICE	EXTENDED
10	Additional Years Hosted DB Maintenance	Cost per Database for hosting prior-year Aeries Databases. Includes all updates and required maintenance.	\$250.00	\$2,500.00
5,994	Aeries Cloud Hosting Services	Cloud-based data hosting and back-up solution. Please see full details below.	\$4.00	\$23,976.00
Aeries SIS Software TOTAL:				\$26,476.00

Aeries Configuration Services

QTY	PRODUCTS	DESCRIPTION	UNIT PRICE	EXTENDED
1	Configuration of Aeries Hosting	Configuration of Aeries Cloud Services environment includes migration of existing data. Incompatible legacy data can be migrated at an additional charge if data conversion is required.	\$2,000.00	\$2,000.00
Aeries Configuration Services TOTAL:				\$2,000.00

TOTAL: \$28,476.00

Aeries Cloud Services is an additional hosting product and can be sold separately. All hosting costs will be in addition to any SIS services and ancillary products that have been purchased by the district. By signing this agreement, the district/school understands the additional cost added to the renewal agreement going forward.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Brandon Cruz at brandonc@aeries.com

THANK YOU FOR YOUR BUSINESS!
770 The City Dr. S, Suite 6500, Orange, CA 92868
Phone: 888.487.7555
Email: sales@aeries.com

Description of Aeries Hosted Services

Aeries Student Information System proposes to be the Hosted Service Provider for the District.

Hardware & Systems Components, Security

Aeries Software provides all the required hardware, software, and configuration services needed to procure, setup, and manage the components necessary to house and maintain your Aeries data and make it readily available to all stakeholders.

This includes:

- Microsoft SQL Server hardware and software management
- Software Licensing (operating systems, database, certificates, etc.)
- Upgrades/patches – the hardware is maintained at the highest industry standards. Our technical staff is able to respond immediately to any disruption of services and fail-over redundancy is standard. Maintenance is scheduled to have the least possible impact on the District
- Disaster Recovery – in the event of a natural or other type of disaster, your Aeries database can be recovered from off-site backup
- Transport layer security encryption
- Expert administration, management, and maintenance of all hardware in hosted environment.
- DDoS/Intrusion detection and mitigation services.

Aeries SQL Database Management

- Aeries Updates for all Aeries Software
- Backups – full backup nightly, hourly automated back-ups
- Point-in-time data recovery
- Database maintenance
- Errant data correction assistance
- SQL database account and security management (user accounts/roles/permissions/etc.)
- Aeries systems security consulting
- Manage school-based code set consistency
- Industry standard SLA provided

Aeries Premium Hosting Services

The following services and pricing may vary dependent on the District's custom needs within the Aeries Hosted environment. These services are optional and can be purchased in addition to the standard features above.

- Dedicated SQL server with Elevated SQL permissions
- Permissions to administer SQL jobs
- Custom hosted SQL databases for users to integrate data with Aeries SIS database.
- Additional Aeries environment servers
- District developed Aeries customization support



5281 California Avenue, Suite 300
 Irvine CA 92617
 949-345-8700
 866-569-7014
 www.mindresearch.org

Created Date 3/8/2022
 Quote Number 00008466
 Expiration Date 9/1/2022
 Partnership Manager Eric Sbar
 Partnership Manager Email esbar@mindresearch.org
 Renewal Rep Mary Jane Smith
 Renewal Rep Email mjsmith@mindresearch.org

Bill To FOUNTAIN VALLEY SCHOOL DIST
 ATTN: ACCOUNTS PAYABLE
 10055 SLATER AVE
 FOUNTAIN VLY, CA 92708

Ship To FOUNTAIN VALLEY SCHOOL DIST
 10055 SLATER AVE
 FOUNTAIN VLY, CA 92708

Product	Account	Quantity	Detail Description	Total Price
ST Math Site License Renewal	Courreges Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 5,200.00
ST Math Site License Renewal	Cox Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 5,200.00
ST Math Site License Renewal	Gisler Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 4,320.00

Please submit purchase orders:
 By email: 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/>



ST Math Site License Renewal	Hisamatsu Tamura Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 5,200.00
ST Math Site License Renewal	Newland Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 4,320.00
ST Math Site License Renewal	Oka Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 4,320.00
ST Math Site License Renewal	Urbain Plavan Elementary	1.00	ST Math Annual Service/Renewal Fee Includes: - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email	USD 4,320.00
			Subtotal	USD 32,880.00
			Grand Total	USD 32,880.00

Prepared By Mary Jane Smith
 Email mjsmith@mindresearch.org
 Phone (949) 345-8302

Please submit purchase orders:
 By email: 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/>



Client Order

Q-137716

6531 Irvine Center Drive Suite 100
 Irvine, California 92618
 (949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 3/2/2022
 Valid Through: 7/15/2022

Customer: Fountain Valley School District
 Address: 10055 Slater Ave
 Fountain Valley, California
 92708-4712

Prepared By: Mark Adato

Contact: Jerry Gargus
 Phone: 714-843-3200

Start Date: 7/1/2022
 End Date: 6/30/2025
 Quote Term: 36

Year 1

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,100	DnA Software License Bundle	Assessment Software Licenses	\$4.91	\$29,951.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$165.00	\$495.00
Year 1 Subtotal:				\$30,821.00
Year 1 Grand Total:				\$30,821.00

Year 2

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,100	DnA Software License Bundle	Assessment Software Licenses	\$5.06	\$30,866.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$165.00	\$495.00
Year 2 Subtotal:				\$31,736.00
Year 2 Grand Total:				\$31,736.00

Year 3

Dates: 7/1/2024 - 6/30/2025

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
6,100	DnA Software License Bundle	Assessment Software Licenses	\$5.21	\$31,781.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
5	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$165.00	\$495.00
Year 3 Subtotal:				\$32,651.00
Year 3 Grand Total:				\$32,651.00

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

**Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618**

DRAFT

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.



Aeries Software, Inc.

A solution where data empowers, never impedes.

PREPARED BY
Brandon Cruz
brandonc@aeries.com

Quote #: Q-01242-1
Date: 3/14/2022
Expires On: 6/12/2022

District: Fountain Valley
Elementary School
District

Contact: Jerry Gargus
Email: gargusj@fvsd.us

Phone:
Address: 10055 Slater
Avenue
Fountain Valley, CA
92708

Pricing provided has been prepared for the following term 7/1/2022 - 6/30/2023

Additional Products & Services

QTY	PRODUCTS	DESCRIPTION	UNIT PRICE	EXTENDED
6,165	Aeries Communications	Fully integrated Communications Platform Includes: Mass Notifications - Urgent Alerts & "Smart" Alerts, AutoNotices, Attendance / Lunch Balance Notifications, Social Share Classroom Communications Posts - Two-Way, Direct & Group Messaging, StudentSquare, Parent-Teacher Conferences, Volunteer Signups, Newsletter Templates School Services - Permission Slips & Forms, Surveys & Polls, Calendar Sync & Event, RSVP, School Directory Supported by - Aeries Integration, Single Sign-On, Seamless API Data Integration, Aeries Student Groups, Contact Management, Gradebook Alerts, Mobile App, Volunteering, Customer Support Included Secure Document Delivery	\$5.00	\$30,825.00

Additional Products & Services TOTAL: \$30,825.00

TOTAL: \$30,825.00

Aeries Communications Terms and Conditions:

The Services are subject to the terms contained in this Order Form, the School Agreement located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement"), and any exceptions listed in the Exceptions section.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Brandon Cruz at brandonc@aeries.com

THANK YOU FOR YOUR BUSINESS!

770 The City Dr. S, Suite 6500, Orange, CA 92868
Phone: 888.487.7555
Email: sales@aeries.com

Invoice

zoom

Zoom Video Communications Inc.
55 Almaden Blvd, 6th Floor
San Jose, CA 95113

Invoice Date: Apr 3, 2022
Invoice #: INV141315145
Payment Terms: Net 30
Due Date: May 3, 2022
Account Number: 54617545
Currency: USD
Account Information: Fountain Valley School District

Federal Employer ID Number: 61-1648780

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: WFBIUS6S

Sold To Address: 10055 Slater Ave.,
Fountain Valley, California 92708
United States
(+1) 7148433299
sadeghp@fvsd.us

OR send check payment to:
Zoom Video Communications, Inc.
PO Box 888843
Los Angeles, CA
90088-8843

Bill To Address: 10055 Slater Ave.,
Fountain Valley, California 92708
United States
(+1) 7148433299
sadeghp@fvsd.us

Remittance Details should be sent to: Finance@zoom.us

Purchase Order Number:

Tax Exempt Certificate ID:

[Zoom W-9](#)

Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Education Annual				
Quantity: 500 Unit Price: \$36.00	Apr 3, 2022-Apr 2, 2023	\$18,000.00	\$0.00	\$18,000.00

Charge Name: Webinar 1000 Annual PROMO				
Quantity: 1 Unit Price: \$0.00	Apr 3, 2022-Apr 2, 2023	\$0.00	\$0.00	\$0.00

Subtotal	\$18,000.00
Total (Including Taxes, Fees & Surcharges)	\$18,000.00
Invoice Balance	\$18,000.00

Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
			Total (Including Taxes, Fees & Surcharges)	\$0.00

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[CLICK HERE](#)

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

Want to streamline your ability to pay outstanding invoices? Switch over to ACH today where you can enter your bank credentials online and use this for future payments. Simply navigate to zoom.us/billing/payment click 'Edit' on the Payment Method section and change your payment method to ACH. Have questions? Go to zoom.us/billing/contactus to learn more.

Customer Statement



BILL TO	Fountain Valley School District
	”
	United States

Statement Date	06/01/2022
Account#	54617545
AR Analyst	Faizah Aziz
phone	
Email	Faizah.Aziz@zoom.us

Invoice No	PO#	Invoice Date	Due Date	Invoice Amount	Open Balance	Currency	Days Past Due
INV141315145	NA	04/03/2022	05/03/2022	18,000.00	18,000.00	USD	29

Currency	Total Open Amount	Total Past Due Balance
USD	18,000.00	18,000.00



Quote Details

Expiration date 8/8/2022

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-563103-1
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
United States

Quotation

Product	Product Description	Quantity	List Price	Annual Price	Start Date	End Date	Total
Revision Assistant	Turnitin Revision Assistant: Instant, Formative Feedback on Student Writing	2,300	USD 10.00	7.72	8/9/2022	8/8/2023	USD 17,756.00
				Sales Tax			
				TOTAL	USD 17,756.00		

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

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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](#).

RENEWAL QUOTE

Page	1
Quote#	7646682
Issue Date	06/06/2022
Expiration Date	09/30/2022
Customer#	0414769
Customer	FOUNTAIN VLY SCH DIST

FOUNTAIN VLY SCH DIST
10055 SLATER AVE
FOUNTAIN VALLEY CA 92708

Quote Summary	Payable in USD
Quote Total	\$14,749.04
Applicable taxes are NOT included	
Service Expiration Dates are displayed at each line item below	

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
 Follett School Solutions, LLC
 91826 Collection Center Drive
 Chicago, IL 60693 USA

Follett School Solutions, LLC.
 1340 Ridgeview Drive
 McHenry, IL 60050 USA
 Email: FSSorders@follett.com

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
FOUNTAIN VLY SCH DIST - 0414769				
73164P DISTRICT MEMBER RESOURCE MANAGER LICENSE SUPPORT RENEWAL	12	08/22/2022	08/31/2023	\$593.74
Site Total				\$593.74
HARRY C FULTON MDL SCH - 0403642				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	08/31/2022	08/31/2023	\$671.79
73164P DISTRICT MEMBER RESOURCE MANAGER LICENSE SUPPORT RENEWAL	12	08/22/2022	08/31/2023	\$593.74
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$150.00
Site Total				\$1,415.53
HISAMATSU TAMURA ELEM SCH - 0414770				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	08/31/2022	08/31/2023	\$671.79
73164P DISTRICT MEMBER RESOURCE MANAGER LICENSE SUPPORT RENEWAL	12	08/22/2022	08/31/2023	\$593.74
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$150.00
Site Total				\$1,415.53
ISOJIRO OKA ELEM SCH - 0403643				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	08/31/2022	08/31/2023	\$671.79
73164P DISTRICT MEMBER RESOURCE MANAGER LICENSE SUPPORT RENEWAL	12	08/22/2022	08/31/2023	\$593.74
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$150.00
Site Total				\$1,415.53
JAMES H COX ELEM SCH - 0403644				
73145P DESTINY DISTRICT MEMBER LIBRARY LICENSE RENEWAL	12	08/31/2022	08/31/2023	\$671.79

If you have any questions about this quote, please contact us:
 US: 708-884-5100 or email softwarecs@follett.com
 Canada: 877-857-7870 or email canada@follett.com
 Outside the US or Canada: email international@follett.com

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RENEWAL QUOTE

Page	3
Quote#	7646682
Issue Date	06/06/2022
Expiration Date	09/30/2022
Customer#	0414769
Customer	FOUNTAIN VLY SCH DIST

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2022	08/31/2023	\$150.00
			Site Total	\$1,415.53

End of Quote

If you have any questions about this quote, please contact us:
 US: 708-884-5100 or email softwarecs@follett.com
 Canada: 877-857-7870 or email canada@follett.com
 Outside the US or Canada: email international@follett.com

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Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
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

Reference ID: 545197

Quote Summary

School Count: 4

Renaissance Products & Services Total	\$13,965.75
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$13,965.75

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/R62416.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/>.

To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of 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:
	Invoice Date:

Email: 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 Robyn Shutt at (408)222-0886, Thank You.

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Quote
2800657

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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. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

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.

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Quote Details

Hisamatsu Tamura Elementary School - 307138

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	09/01/2022 - 08/31/2023	300	\$7.35	\$0.00	\$2,205.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Hisamatsu Tamura Elementary School Total				\$0.00	\$2,955.00

Masuda Middle School - 274118

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	09/01/2022 - 08/31/2023	225	\$7.35	\$0.00	\$1,653.75
Star Reading Subscription	09/01/2022 - 08/31/2023	225	\$5.20	\$0.00	\$1,170.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Masuda Middle School Total				\$0.00	\$3,573.75

Oka Elementary School - 273284

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader 360 Subscription	09/01/2022 - 08/31/2023	240	\$10.35	\$0.00	\$2,484.00
Star Reading Subscription	09/01/2022 - 08/31/2023	240	\$5.20	\$0.00	\$1,248.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00

RENAISSANCE®

Quote
2800657

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Phone: (800) 338-4204 | Fax: (877) 280-7642
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Oka Elementary School Total	\$0.00	\$4,482.00
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William T Newland Elementary School - 273270

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	09/01/2022 - 08/31/2023	300	\$7.35	\$0.00	\$2,205.00
Platform Services					
Annual All Product Renaissance Platform	09/01/2022 - 08/31/2023	1	\$750.00	\$0.00	\$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
William T Newland Elementary School Total				\$0.00	\$2,955.00

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Edlio LLC, PO Box 9978 Glendale, CA 91226
General Queries: T: (310) 204-7300 E: info@edlio.com
Accounting Queries: T: (877) 287-9871 E: accountsreceivable@edlio.com



Invoice

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Please Remit Payment To:
Edlio LLC.
PO Box 9978
Glendale, CA 91226

Date	04/08/2022
Invoice	27559

Website Content Management System
7/01/2022 - 6/30/2023

\$11,340.00

Balance due:

\$11,340.00

Thank you for choosing Edlio for your school website!
If you need further assistance,
please email accountsreceivable@edlio.com or call (877) 623-7200.

****Non-Refundable****

Edlio LLC, PO Box 9978 Glendale, CA 91226
General Queries: T: (310) 204-7300 E: info@edlio.com
Accounting Queries: T: (877) 287-9871 E: accountsreceivable@edlio.com



Invoice

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

Please Remit Payment To:
Edlio, LLC Collections
PO Box 844766
Boston, MA 02284-4776

Date	05/09/2022
Invoice	27559

Website Content Management System

7/01/2022 - 6/30/2023

Tamura Elementary School
Courreges Elementary School
Cox Elementary School
Fulton Middle School
Gisler Elementary School
Masuda Middle School
Newland Elementary School
Oka Elementary School
Plavan Elementary School
Talbert Middle School

\$11,340.00

Balance due:

\$11,340.00

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****Non-Refundable****

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

Contract No:	80717	Period:	07.01.2022 - 06.30.2023
Billing Frequency:	Annual	Payment Terms:	Net 30 days
Billing Method:	Email	Payment Method:	Bank Transfer

Included Services

Subscription Services	Limit Type	Quantity
Premium Support		1
Usability		10
Accessibility		2500
PDF-check of documents		500
SEO		2500
Quality Assurance & Policy		2500
Response		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.

9583 Heartland Place
Rancho Cucamonga, CA 91730
support@clearvisiontech.com
http://www.clearvisiontech.com
909/484-2052

DATE: 7/1/2022
INVOICE #: 211051

SOLD TO:
Fountain Valley Unified School District ATTN: Dr Jerry Gargus Director of Educational services 10055 Slater Ave Fountain Valley, CA 92708

SHIP TO:
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	7/1/2022	Internet	

# ITEMS	ITEM CODE	DESCRIPTION	UNIT PRICE	AMOUNT
634	RCM	Courreges ES 2022-2023 License	\$1	\$634.00
521	RCM	Gisler ES 2022/2023 License	\$1	\$521.00
702	RCM	Cox ES 2022/2023 License	\$1	\$702.00
509	RCM	Newland ES 2022/2023 License	\$1	\$509.00
500	RCM	Oka ES 2022/2021 License	\$1	\$500.00
563	RCM	Tamura ES 2020/2023 License	\$1	\$563.00
521	RCM	Plavan ES 2022/2023 License	\$1	\$521.00
1931	GRBK	RCM Gradebook License Grades 3-6 2022-2023 School Year	\$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
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Thank you for your order!

Please make checks payable to: **ClearVision Technologies, LLC**



Fountain Valley School District
Support Services

MEMORANDUM

TO: Dr. Katherine Stopp, Superintendent
FROM: Dr. Kate Christmas, Director, Support Services
SUBJECT: **Appointment of Parents to the Community Advisory Committee (CAC) as Representatives for the Fountain Valley School District for the 2022-2023 School Year**
DATE: June 10, 2022

Background:

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

To ensure the District is meeting Education Code and CAC bylaws, the Support Services Department is recommending two parents, Ms. Jennifer Weimer and Ms. Stephanie Jensen, to represent as Fountain Valley's CAC Board Representatives for the 2022-2023 school year.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the appointment of parents to the Community Advisory Committee (CAC) as representatives of Fountain Valley School District for the 2022-2023 school year.



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Suzanne Brown, Food Service Director
SUBJECT: **AUTHORIZE THE USE OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT BID #2021-18 MILK AND DAIRY PRODUCTS FOR THE PURCHASE OF MILK, JUICE AND DAIRY PRODUCTS**
DATE: May 19, 2022

Background:

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Anaheim Union High School District awarded an extension for their bid for dairy products on April 29, 2022 and renewed Clearbrook Farms, Inc.’s contract. The Anaheim Union High School District has offered piggy back options for this bid # 2021-18 for the 2022-2023 school year.

Fiscal Impact:

The use of the Anaheim Union High School District Dairy Bid (piggyback) allows the District to purchase milk and other dairy products at a much more competitive price than if the District were to go out to bid on its own.

Recommendation:

It is recommended that the Board of Trustees authorizes the Superintendent or her designee, to approve the Anaheim Union High School District Bid #2021-18 (piggyback) 2022-2023 for milk, juice and dairy products.



May 13, 2022

Suzanne Brown
Director of Nutrition Services
Fountain Valley School District

Dear Suzanne,

Thank you for agreeing to piggyback on the Anaheim Union High School District Milk and Dairy Products bid no 2021-18.

Clearbrook Farms will allow the Fountain Valley School District to piggyback on Anaheim Union High School District Milk and Dairy Products bid no 2021-18.

Thank you for your business and we look forward to a strong relationship based on excellent service and high-quality products!

Sincerely,

Wayne Prins
President

UNLIMITED YOU



ANAHEIM UNION HIGH SCHOOL DISTRICT

501 NORTH CRESCENT WAY - ANAHEIM, CA 92805
(714) 999-3601

PURCHASING AND CENTRAL SERVICES

April 29, 2022

Clearbrook Farms, Inc.
Wayne Prins, Vice President
7011 Stewart & Gray Rd
Downey, CA 90241
By email to waynep@clearbrookfarms.net

RE: ANAHEIM UNION HIGH SCHOOL DISTRICT'S MILK AND DAIRY PRODUCTS
BID NO. 2021-18 BID EXTENSION

Dear Mr. Prins,

Anaheim Union High School District has awarded an extension for Bid 2021-18, Milk and Dairy Products, to Clearbrook Farms, Inc.

The extended award will commence as of July 1, 2022 through June 30, 2023, subject to renewal for up to one additional year.

If you should have any questions, please contact Mona Hernandez at 714-999-3601 or by email at hernandez_m@auhsd.us

Cordially,

Brad Minami
Director of Purchasing and Central Services

Clearbrook Farms, Inc.

Date

cc: Mona Hernandez, Buyer
File

Responses

Success: All data is valid!

Status	Description	Quantity	Unit Measure	Unit Price	Case Pack	Brand / Code No	Manufacturer / Code	Flavor / Code (if applicable)	Total Cost
Success: All values provided	Milk, UHT, Grade A milk, aseptic, shelf stable, chocolate flavored, fat free, Packed 27/8 fl. Oz/case, Moo Males 7894 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1100	Per 8 Oz Price	\$ 0.40	27	Moo Males / 7894	Moo males / 7894	Choc / 7894	\$ 440.00
Success: All values provided	Milk, UHT, Grade A milk, aseptic, shelf stable, white, 1% butter fat, Packed 27/8 fl. Oz/case, Gossamer 7893 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1800	Per 8 Oz Price	\$ 0.40	27	Gossamer / 7893	Gossamer / 7893	1% / 7893	\$ 720.00
Success: All values provided	Dairy, cottage cheese, low fat, small curd, Ecco pack, Packed 25lb/case, Rockview 0279 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	50	Per 5lb Price	\$ 8.50	2	Rockview Farms / 0279	Rockview Farms / 0279	Cottage Cheese / 0279	\$ 425.00
Success: All values provided	Dairy, cream cheese, Grade A, 1 oz pre-portioned cup, Packed 100/1 oz/case, Smithfield 3811 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1000	Per 3lb Price	\$ 17.25	100	Smithfield / 3811	Alouette / 3811	Plain / 3811	\$ 17,250.00
Success: All values provided	Dairy, sour cream (cultured), must be made of Grade A cream, Approximately 5 lbs/carton, Rockview 0291 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	10	Per 5lb Price	\$ 7.00	1	Rockview Farms / 0291	Rockview Farms / 0291	Sour Cream / 0291	\$ 70.00
Success: All values provided	Dairy, juice, apple, 100% fruit juice from concentrate, Ecco pack, Packed 105/4 fl oz/case, 3 package/case) Rockview 0368 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	900000	Per 4 Oz Price	\$ 0.13	185	Rockview Farms / 0368	Rockview Farms / 0368	Apple / 0368	\$ 117,000.00
Success: All values provided	Dairy, juice, orange, pasteurized, 100% orange juice from concentrate, Ecco Pack, Packed 105/4 fl Oz/case (35package, 3 packages/case) Rockview 0361 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	780000	Per 4 Oz Price	\$ 0.14	103	Rockview Farms / 0361	Rockview Farms / 0361	Orange / 0361	\$ 590,000.00

Success: All values provided	#0-8	Dairy, wild berry juice, 100% fruit juice from concentrate, Ecco Pack, Packed 165/4 fl oz/case (35/package, 3 pack/case) Rockview 0366 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	720000	Per 4 Oz Price	\$ 0.13	106	Rockview Farms / 0366	Rockview Farms / 0366	Very Berry / 0366	\$ 93,800.00
Success: All values provided	#0-9	Dairy, milk, low fat, 1% buttermilk, white, 1/2 gallon, Rockview 0150 or equal. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	15000	Per 1/2 gal Price	\$ 2.00	12	Rockview Farms / 0150	Rockview Farms / 0150	1% / 0150	\$ 30,000.00
Success: All values provided	#0-10	Dairy, milk, low fat, 1% buttermilk, white, Packed 35/8 fl oz/flat, Rockview 0138 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.21	70	Rockview Farms / 0138	Rockview Farms / 0138	Lowfat / 0138	\$ 315,000.00
Success: All values provided	#0-11	Dairy, milk, nonfat, chocolate flavored, Approximately 22 grams total sugar per 8 oz serving. Sweetened with natural sugar preferred. Packed 35/8 fl oz/flat, Rockview 0150 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.20	70	Rockview Farms / 0150	Rockview Farms / 0150	FF Choc / 0150	\$ 300,000.00
Success: All values provided	#0-12	Dairy, milk, nonfat, white, Packed 35/8 fl oz/flat, Rockview 0134 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.20	70	Rockview Farms / 0134	Rockview Farms / 0134	Nonfatwhite / 0134	\$ 300,000.00
Success: All values provided	#0-13	Dairy, milk, pouch, low fat, 1% buttermilk, white, packed 72/6oz pouches per crate, Hollandia 2453 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.66	70	Rockview Farms / 0134	Rockview Farms / 0134		\$ 99,000.00
Success: All values provided	#0-14	Dairy, milk, pouch, nonfat, chocolate flavored, Approximately 22 grams total sugar per 8 oz serving. Sweetened with natural sugar preferred, packed 72/6oz pouches per crate, Hollandia 2450 or equal. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1500000	Per 8 Oz Price	\$ 0.60	70	Rockview Farms / 0134	Rockview Farms / 0134		\$ 90,000.00
Success: All values provided	#0-15	Dairy, milk, 1% buttermilk, gallon, Rockview 0136 or equal. Must have expiration date. SPECIFICATION SHEETS AND NUTRITION FACTS ARE REQUIRED AND MUST BE SUBMITTED WITH THE BID	1000	Per gallon Price	\$ 3.75	8	Rockview Farms / 0136	Rockview Farms / 0136	1% / 0136	\$ 3,750.00

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADDENDUM 1

**MILK AND DAIRY PRODUCTS
BID 2021-18
5/10/21**

The following information comprise Addendum No. 1 to the subject bid and are made a part of that solicitation.

1. *Change* due date of the bid in the entire bid packet where applicable from 11 A.M. P.S.T. on May 13, 2021

To: 11 A.M. P.S.T. on May 17, 2021

2. *Replace*, Bid Table, "BID FORM 2021-18 MILK AND DAIRY PRODUCTS (BT-58ES)"

With: "ADDENDUM 1 BID FORM 2021-18 MILK AND DAIRY PRODUCTS (BT-34BN)"

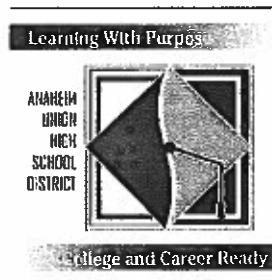
3. All other provisions of the bid remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR BID.

Name: Wayne Prins
Signature: Wayne Prins
Firm Name: Clearbrook Farms Inc.
Address: Stewart & Gray rd.
Downey CA 90241
Telephone #: 562-806-8011
Fax #: 562-806-4611

(END OF ADDENDUM 1)

ANAHEIM UNION HIGH SCHOOL DISTRICT



BID# 2021-18

MILK AND DAIRY PRODUCTS

**PROPOSAL DEADLINE DATE
MAY 13, 2021 BY 11:00 A.M. P.S.T.**

SUBMIT BIDS ONLINE:

<https://auhsd.bonfirehub.com/opportunities/42555>

Contact:
Mona Hernandez, Buyer
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way, Purchasing Dept., Rm. 306
Anaheim, California 92801
Phone: 714/999-3602
Fax: 714/991-0150

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 CRESCENT WAY
ANAHEIM, CALIFORNIA 92801

L E G A L N O T I C E

NOTICE TO BIDDERS

In accordance with Public Contract Code 20111, NOTICE IS HEREBY GIVEN THAT the Board of Trustees of the Anaheim Union High School District (AUHSD), County of Orange, State of California, will receive sealed bids up to but no later than **11 A.M. P.S.T. on MAY 13, 2021**. The bid must be submitted and received online through the AUHSD Online Bonfire Bidding Hub:
<https://auhsd.bonfirehub.com/opportunities/42555>

Bid#2021-18 – Milk and Dairy Products

Copies of bid proposals may be secured from the link included. For assistance, please contact Mona Hernandez, Buyer at hernandez_m@auhsd.us or by phone at 714/999-3601.

The Governing Board of Trustees of the Anaheim Union High School District reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered

Anaheim Union High School District

Brad Minami
Director, Purchasing and Central Services

Publish: April 23 and 30, 2021

ANAHEIM UNION HIGH SCHOOL DISTRICT
BID NO. 2021-18 - MILK AND DAIRY PRODUCTS
INSTRUCTIONS FOR BIDDERS

1. **PREPARATION OF BID FORM:** The Anaheim Union High School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **11:00 A.M. P.S.T., MAY 13, 2021**. All blanks on the BID FORM must be appropriately filled in. Each bid must be submitted online at AUHSD Online Bidding Hub: <https://auhsd.bonfirehub.com/opportunities/42555> by the closing date and time. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in Item 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened

2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District online only. **NO BIDS SHALL BE RECEIVE HAND DELIVERED.**

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE ONLINE BIDDING SYSTEM BY THE TIME AND DATE OF CLOSING. DISTRICT WILL NOT BE RESPONSIBLE FOR BIDS THAT ARE NOT SUBMITTED ONLINE AT THE CLOSING DATE AND TIME. FAXED BIDS, E-MAILED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **SIGNATURE:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

4. **MODIFICATIONS:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

5. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

6. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Central Services, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

7. **INTERPRETATION OF BID DOCUMENTS:** Bidders who find discrepancies in or omissions from the bid documents, may submit a written request for clarification or correction thereof within the AUHSD Online Bidding Hub. These requests must be submitted no later than **MAY 6, 2021 12:00 P.M., P.S.T.**. A copy of all requests for clarification and the response

thereto will be provided to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically.

8. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award the contract as a whole as specified on the Bid Form. Please submit prices on each item in a Section or the entire Section may be subject to rejection. Cash discounts offered shall be considered in determining low bid in accordance with DISCOUNTS section of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for ninety (90) days after the bid opening date.

9. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID AND ALLOWED. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.
10. PRICE INCREASE: Pricing shall remain firm for a year from the award of the bid before any price increase is permitted. The successful bidder(s) shall submit to the District, a written notice, of any price changes. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District (See Price Adjustment section of the General Conditions).
In the event of the price increase, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION FOR DEFAULT clause of this bid.
11. DISCONTINUED ITEM: The successful bidder(s) shall submit to the District a written notice, when any item has been discontinued. The District must have sixty (60) calendar days prior written notice of any price change. A written justification from the supplier and manufacturer must accompany the sixty (60) calendar days notice to the District. In the event of an item being discontinued, the District reserves the right to cancel such items from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source, and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

22. SUPPLIER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.
23. EVIDENCE OF RESPONSIBILITY: The bidder must complete the Information Required of Bidders and include with all of his submittals. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.
24. ANTI-DISCRIMINATION: It is the policy of the Anaheim Union High School District that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
25. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
26. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract and if representatives of the District

determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.

27. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
28. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the DEFAULT provision of the bid.
29. DISCOUNTS: Cash discounts shall be considered in determining low bid if the discount offered is for a 30 day payment period or more. Cash discounts for less than 30 days shall not be considered in determining low bid.
30. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.
31. EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

If the successful bidder refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the contract, in whole or in part, under the TERMINATION FOR DEFAULT clause of the contract.

32. DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract the

successful bidder will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Education's Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

33. TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the Anaheim Union High School Board of Education's Policy (BP 6317.15) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

34. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- General Conditions
- District Maps
- Fingerprint Requirements and Certification
- Submission Instructions for Suppliers
- **Information Required of Bidders**
- **Suspension and Debarment Certification**
- **Certification Regarding Lobbying**
- **Iran Contracting Act**
- **Buy America Waiver Exception List**
- **Noncollusion Declaration (Notary not required)**
- **Bid Form**
- **Copy of Bidder's HACCP Program**

***BOLDED ITEMS MUST BE COMPLETED AND RETURNED WITH THE SEALED BID SUBMITTAL.**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

ANAHEIM UNION HIGH SCHOOL DISTRICT
BID NO. 2021-18 – MILK AND DAIRY PRODUCTS
GENERAL CONDITIONS

1. Scope Of Work

The Anaheim Union High School District (AUHSD) Food Service serves approximately 41,000 meals per day following two school district calendars.

This bid is for the purchase of milk, dairy, juice and related products to approximately forty (40) AUHSD sites (See maps attached). The contract will be for a period of one (1) year with the option to renew for two (2) additional one (1) year terms. All prices shall be F.O.B. Destination, Freight Prepaid and Allowed to each individual site.

All drivers of vehicles performing under this contract shall be required to be fully licensed and insured as required by the State of California laws.

2. Interpretation of Documentation

The intention of the bid documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these contract documents within the limits specified.

Specifications are intended to delineate and describe the work and its component parts to such a degree as will enable skilled and competent bidders to intelligently bid upon the work, and to carry said work to a successful conclusion.

The naming of any material and/or equipment, shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefore, as per best practices of the trade(s) involved, unless specifically noted otherwise.

3. Assignment of the Contract

The bidder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the surety on the contract bond, if any, and the District.

4. Length of a Contract

After the initial one (1) year period, the District reserves the right and option to renew the contract annually, for additional one (1) year terms for a maximum total of three

(3) years, under the same price, terms and conditions, subject only to the successful bidder's published price increase as set forth herein.

5. Contract Cancellation

All Terms and Conditions including pricing are firm for the duration of this contract. This agreement may be cancelled by the District upon thirty (30) days written notification of intention to cancel the agreement.

Upon notification, the District has the right to order at the price, term, and conditions in effect at any time prior to the effective date of the cancellation of the agreement and required delivery of the items so ordered.

6. Price Adjustment:

Contract prices awarded as a result of this bid shall remain firm for the initial first year of the contract period. However increases in the cost of raw product or third party products may be passed through to the District. Contractor is responsible for providing written evidence of change in product costs for raw milk products in the form of notification to the contractor of changes in the Class I raw product costs as approved by the Bureau of Milk Market Enforcement, State Department of Food and Agriculture. For third party products, a letter from the manufacturer/processor and accompanying invoice to the distributor showing the change will be evidence of the change. Other evidence is not acceptable. When the price change of Class I products is effective on other than the first day of the month, the price adjustment will be effective on the first day of the following month.

In the event the price should decline or the successful bidder sell the materials or goods under similar quantity and delivery conditions to the State of California, or any County, Municipality or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to Anaheim Union High School District.

7. Equipment And Labor

The successful bidder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the items required herein described.

8. Vehicle Safety

The successful bidder's representatives driving vehicles on District grounds shall use extreme caution at all times. It shall be the responsibility of the successful bidder to

ascertain from the District, the rules and regulation pertaining to safe driving on school grounds, particularly when students and children are present.

Drivers entering school premises when school is not in session shall lock any gate or door to which they have access, both when entering and/or leaving the grounds. Any unusual condition noted by the drivers, such as gates or doors found unlocked or open, or evidence of vandalism, should be reported to the Anaheim Union High School District immediately.

The successful bidder shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of his operations. Should the successful bidder fail to make these repairs within five (5) calendar days and to the satisfaction of the District, the District shall have the corrections made and charge the successful bidder or make necessary set-offs by diminution of payments due the successful bidder.

Trucks used under this contract must qualify in each minute detail under the laws of the State of California, the rules and regulations of the Highway Patrol, and other applicable ordinances. All milk and dairy products must be delivered in clean refrigerated trucks.

9. Flavors

Bidders are to provide all flavors available at time of the bid. New flavors that become available during the contract term must be approved by the Director of Food Services prior to being offered to the sites. Failure to obtain prior approval will result in non-payment for unapproved items.

10. Orders and Deliveries

The site's Cafeteria Manager shall place orders at least one (1) day prior to delivery, by 2:00 p.m. (i.e.-Cafeteria Manager orders Monday by 2:00 for delivery Tuesday morning). Monday's orders shall be placed by the Cafeteria Manager on Friday, the week prior, by 2:00 p.m. Any changes to orders shall be allowed up to 2:00 p.m. for those orders placed prior.

Deliveries to school sites shall be between 6:00 a.m. and 10:00 a.m., or by mutual written agreement by site(s). The successful bidder is to make daily deliveries available to all locations serviced. The bidder is required to ensure deliveries are made in adequate time for meal preparation.

Drivers will be required to place products as specified by the Manager and will remove empty cases during the same period as the delivery of fresh product.

The drivers will also be easily identifiable with a professional uniform and will carry a company issued identification badge while on any schools campus.

Each driver will also be fingerprinted per the requirements set forth in the Criminal Background Check form. There will never be a driver or representative on any school site prior to the completion of the requirements as set forth in the Criminal Background Check form.

The District requires deliveries approximately two to four (2 – 4) times a week, or as required to all forty four (44) sites including the District's Central Kitchen.

The successful vendor will guarantee that each site's delivery will be made in sufficient time to ensure the availability of milk and juice items required for service at the first meal period of the day at that site. The District will invoice the vendor for any reimbursements lost as a result of not being able to claim meals that do not meet federal meal pattern requirements due to missing dairy components from late deliveries.

All items delivered must be in a condition acceptable to the District. Any damaged items, will be rejected and returned at successful bidder's expense. The contractor will replace all damaged, partial or leaking packages at no cost to the District. Furthermore, an excessive amount of leaking packages will be cause for terminating service.

All products must be received in a chilled state (between 32° and 40° Fahrenheit). Code date on all products is not to be less than seven (7) days.

The District reserves the right to make additions to, or deletions from the list of sites to be served at any time during the period of the contract, and to revise as necessary the delivery time.

The delivery of items on a scheduled basis is critical to meet the needs and requirements of the District's students in the National School Breakfast Programs. Failure to deliver or continued poor service will result in a cancellation of the contract under the default provision of this bid.

11. Order Guide

The District's Central Kitchen provides an Order Guide to each school site's Cafeteria Manager, which includes all products that are allowed to be purchased. If ANY changes are to be made to the products being offered, the District's Assistant Director of Food Services, must review and approve the changes prior to any orders being accept and fulfilled. Failure to do so could result in a breach of contract for nonperformance.

The District currently uses Titan School Solution for its Point of Service system and wants to place and receive orders though this system. The successful bidder will work with Titan and the District to integrate its ordering systems to accomplish this.

12. Performance of Successful Bidder

The District's central kitchen will monitor the performance of the successful bidder by complaints from the sites.

Typical complaints include, but are not limited to:

- failure to deliver complete order
- failure to deliver part of order
- made unauthorized substitutions
- late delivery
- delivered items to wrong site
- delivered poor quality product (i.e.-rotten, foreign object, bruised, etc)

If the successful bidder fails to make deliveries to a school or if delivery is so late that meals are served without milk or juice as specified on the menu, or if order is short so some students do not receive a complete meal as specified on the menu for two (2) times total throughout the term of the contract, then the successful bidder may be considered by the District to be in breach of contract, under the default provision of the bid, and deemed nonresponsible.

If the District's central kitchen receives complaints, other than a failure to deliver, for a total of three (3) times, then the successful bidder may be considered by the District to be in breach of contract, under the default provision of the bid, and deemed nonresponsible.

If the successful bidder is deemed nonresponsible, he may be disbarred from doing business with the District for up to five (5) years.

13. Invoices

Invoices shall be submitted in triplicate to the District's Food Service Facility located at 501 Crescent Way, Anaheim, CA, 92803 as follows: Two (2) copies of the invoice shall be furnished at the time of delivery with the name of the District and school, stated clearly and legibly, which will act as a delivery slip. An authorized District representative that received the items must sign the invoice.

14.1 The successful bidder shall retain the third copy of the invoice

14.2 All invoices and statements shall read: "Cafeteria Account of the Anaheim Union High School District", and include the specific site to which the delivery is made.

The invoice shall contain the following as a minimum: purchase order number, an item number and description, quantity, unit of measure, unit price and extended totals. Failure to provide the information above may result in delay of payment. Statements must be to the AUHSD Food Services Office no later than the tenth working day of the month following delivery.

14. Nutritional Information

All items bid must meet the nutritional requirements of USDA Child Nutrition Program.

Manufacturers, distributors, and importers are expected to comply and remain current with legal requirements for food labeling, including Nutrition Facts, by Food and Drug Administration (FDA) and are responsible for assuring validity of a product label's stated nutrient values. The successful bidder will therefore be required to provide product specification sheet, Product Formulation Statement (PFS) with accurate nutrient information and/or (Child Nutrition) CN label. The nutritional information must be certified by the Districts Food Service Director to be true and correct

15. Accuracy of Net Content Labeling

The District may have a state weights and measures representative or an independent testing laboratory conduct tests on the net contents of dairy, juice, and other products purchased for use in the Child Nutrition Program. If the test results indicate that the product(s) tested failed to either contract or label specifications, the District reserves the right to seek any, but not limited to the following remedies:

- 16.1 The cost of testing shall be charged to the successful bidder.
- 16.2 Cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.
- 16.3 Payment for the value of all meals that the District served which failed to contain the required components of a reimbursable meal because the supplier provided short-weighted products.
- 16.4 Timeframes for providing restitution to the District
- 16.5 Products failing to contain required quantities will constitute a breach of contract and may result in contract termination for cause and that all costs resulting from termination for cause must be borne by the successful bidder.

16. Detection for Metal

All products must be examined for the presence of metal by a detection device approved by the Food Safety and Inspection Service (FSIS). The metal detector must be capable of detecting metallic contaminants including, but not limited to, stainless steel shavings, pieces of metal from processing equipment, metal fragments from cutting knives, metal staples, and packing fasteners. The metal detection system used

must have the sensitivity to detect a 1.5 mm, 440 stainless steel test standard before final packaging and a 3 mm, 440 stainless steel test standard after final packaging.

The District reserves the right to request documentation from the successful bidder at any point during the contract period to ensure the requirement is being met

17. Buy American Provision

Federal regulations require that to the maximum extent possible, only domestic products be purchased for use in the National School Lunch Program. This requirement shall be strictly adhered to.

Any bidder intending to provide products produced or grown in a foreign country, must include such information on their bid submission. Failure to include such information with the bid may result in product rejection at successful bidder's expense.

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires that schools and institutions participating in the School Nutrition Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or products for the use in meals served under the programs.

The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States, substantially using agricultural commodities that are produced in the United States as defined in 7 CFR 210.21(d). Substantially means over 51 percent of the final processed product (by weight or volume) must consist of agricultural commodities that were grown domestically. Thus, for foods that are unprocessed, agricultural commodities must be domestic, and for foods that are processed, they must be processed domestically using domestic agricultural components that are comprised of over 51% domestically grown items, by weight or volume.

For products procured by the District for use in the Child Nutrition Program using nonprofit food service account funds, the product's food component is considered the agricultural commodity. Food component is defined as one of the food groups which comprises reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. Please refer to USDA 7 CFR 210.2 for full definitions.

Limited exceptions to the Buy American provision. There are limited exceptions to the Buy American provision which allow for the purchase of foods not meeting the "domestic" standard as described above (i.e., "non-domestic") in circumstances when use of domestic foods is truly not practicable. These exceptions, as determined by the District, are:

- (1) The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- (2) Competitive RFB's reveal the costs of the domestic commodity or product are significantly higher than the nondomestic commodity or product.

Documentation of non-domestic food exceptions To be considered for an alternative or exception, the request must be submitted in writing with the RFB submission (see Exhibit A for suggested format). This request must include:

- (1) Alternative substitute(s) that are domestic and meet the required specifications:
 - (a) Price of the domestic food alternative substitute(s); and
 - (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
- (2) Reason for exception: limited/lack of availability or price (include price):
 - (a) Price of domestic food product; and
 - (b) Price of non-domestic product that meets the required specification of the domestic product.

Further information regarding exceptions and the Buy American memo, SP 38-2017, can be found at: <https://www.fns.usda.gov/school-meals/compliance-enforcement-buy-american>.

To ensure compliance with the Buy American provision, the District requires that bidders submit a certification of domestic origin for all the components of the products submitted with their bid. And if available, bidder to submit a copy of the case label that identifies the state and the country of origin.

The District may deem a bid as "unresponsive" and ineligible for contract award if certification and/or case label are not included with their bid. Furthermore, should the bidder be awarded a contract, contractor will be required to identify the country of origin for each item listed on the contractor's packing list/bill of lading and on contractor's invoice. Noncompliance with the terms and conditions of the contract award and with the Buy American provision may result in contract cancellation

18. Choose California Produce Act

In compliance with Chapter 7 Part 1 of Division 21 of the Food and Agricultural Code, where price, fitness, and quality being equal, the District will give preference

to supplies and produce - that is grown, manufactured or produced in the state of California.

The District requires all bidders to provide information of where the supplies and produce is grown, manufactured or produced for each item submitted on the RFP. The District may deem a RFP as "unresponsive" and ineligible for contract award for failure to include this information with their RFP.

Information on Assembly Bill No. 822 regarding Choose California Produce Act can be found at: http://Aeginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201720180 AB 822

19. FDA Food Safety Modernization Act (FsmA) Final Rule For Preventative Controls For Human Food

The owner, operator, or agent in charge of a food facility that is required to register with FDA under section 415 of the FD&C Act, shall evaluate the hazards that could affect food manufactured, processed, packed, or held by such facility, identify and implement preventive controls to significantly minimize or prevent the occurrence of such hazards and provide assurances that such food is not adulterated or misbranded, monitor the performance of those controls, and maintain records of this monitoring as a matter of routine practice

For information regarding (FSMA) Final Rule for Preventive Controls for Human Food visit: <http://www.fda.gov/Food/GuidanceRegulation/FSMA>

20. Certificate Regarding Suspension and Debarment

Additional State and Federal mandates require the filing of a "Suspension and Debarment Certification U.S. Department of Agriculture" Please return the enclosed copy with your Bid. Should the successful vendor be suspended or debarred from doing business with the District notification will be mailed by certified mail within ten (10) days of suspension.

21. Certification Regarding Lobbying

Additional State and Federal mandates require the filing of a "Suspension and Debarment Certification U.S. Department of Agriculture" Please return the enclosed copy with your Bid.

22. Additional Conditions

22.1. PRODUCT SPECIFICATION SHEET, PRODUCT FORMULATION STATEMENT, NUTRITION FACT SHEET, C/N LABEL (IF APPLICABLE), AND INGREDIENT STATEMENT MUST BE PROVIDED

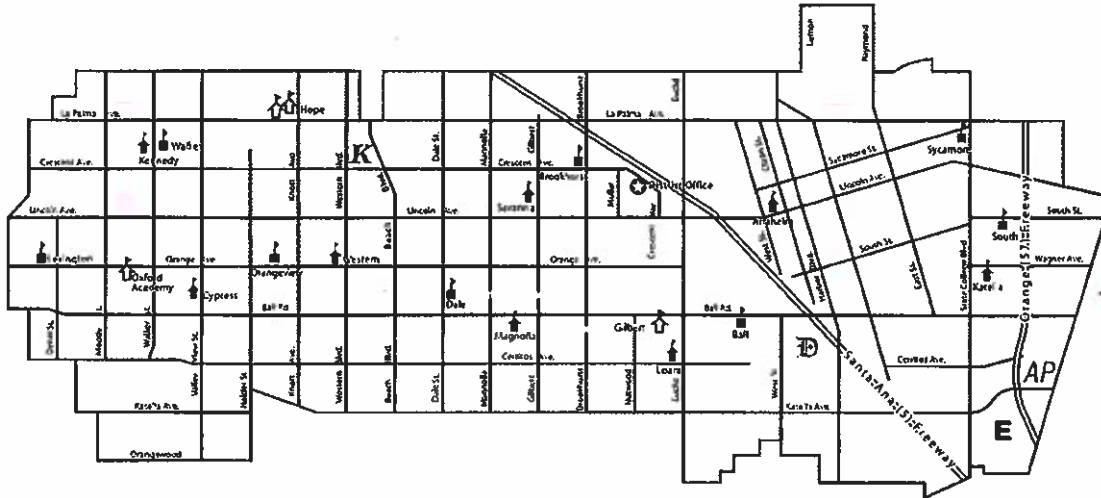
AS PART OF THE BID FOR EACH ITEM. FAILURE TO DO SO MAY RESULT IN THE DISQUALIFICATION OF THE BID.

- 23.2. The Nutrition Analysis based on portion size must include: total calories, protein in grams (gms), carbohydrates (gms), total fat (gms), saturate fat (gms), trans fat (gms), dietary fiber (gms), vitamin A (IU), vitamin C (mg), sodium (mg), calcium (mg), and iron (mg).
- 23.3. **All processed foods must not contain artificial trans-fat. A food item contains artificial trans-fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil.**
- 23.4. Contractors/Bidders shall certify that all process foods have not been deep fried, par fried, or flash fried in a non-permitted oil or fat as part of the manufacturing process. Prohibited oils and fats include, but are not limited to, palm, coconut, palm kernel, lard or those typically solid at room temperature and are known to negatively impact cardiovascular health.
- 23.5. The Food Services Department encourages manufactures to minimize all artificial colors and flavors from food products. The Food Services Department also encourages manufactures to develop foods that are low in sodium content. The goal is to reduce the overall sodium levels in school meals incrementally by approximately 40% of sodium content. The goal for sodium level for a school lunch will be approximately 650mg. per meal by the year 2020. This will require a significant decrease in sodium content of entrée items menued in school lunch.
- 23.6. Manufactures are also encouraged to provide a product with the lowest possible fat and sodium content while still providing a product with good flavor and texture. It is anticipated that some products may not be incorporated into student lunch menus if the menu exceeds values for recommended fat and sodium content.

24. Force Majeure

Neither party will be liable for damages for any delay in performance or nonperformance caused by acts of God such as, but not limited to, earthquakes, severe weather conditions such as tornados, floods, hurricanes, or other natural disasters, war, riots, terrorism, civil commotions, acts of public enemy, acts of civil or military authority, fire, explosion, epidemics or pandemics, or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency, or any other similar causes beyond the reasonable control of the party obligated to perform under this Agreement. Performance by that party for a period equal to the period of that delay in performance or nonperformance is excused, provided the party seeking the excuse gives written notice detailing the force majeure event and its good faith efforts to perform the Agreement. In addition, either party may terminate this Agreement if the delay in performance or non-performance exceeds sixty (60) calendar days.

Anaheim Union High School District District Map

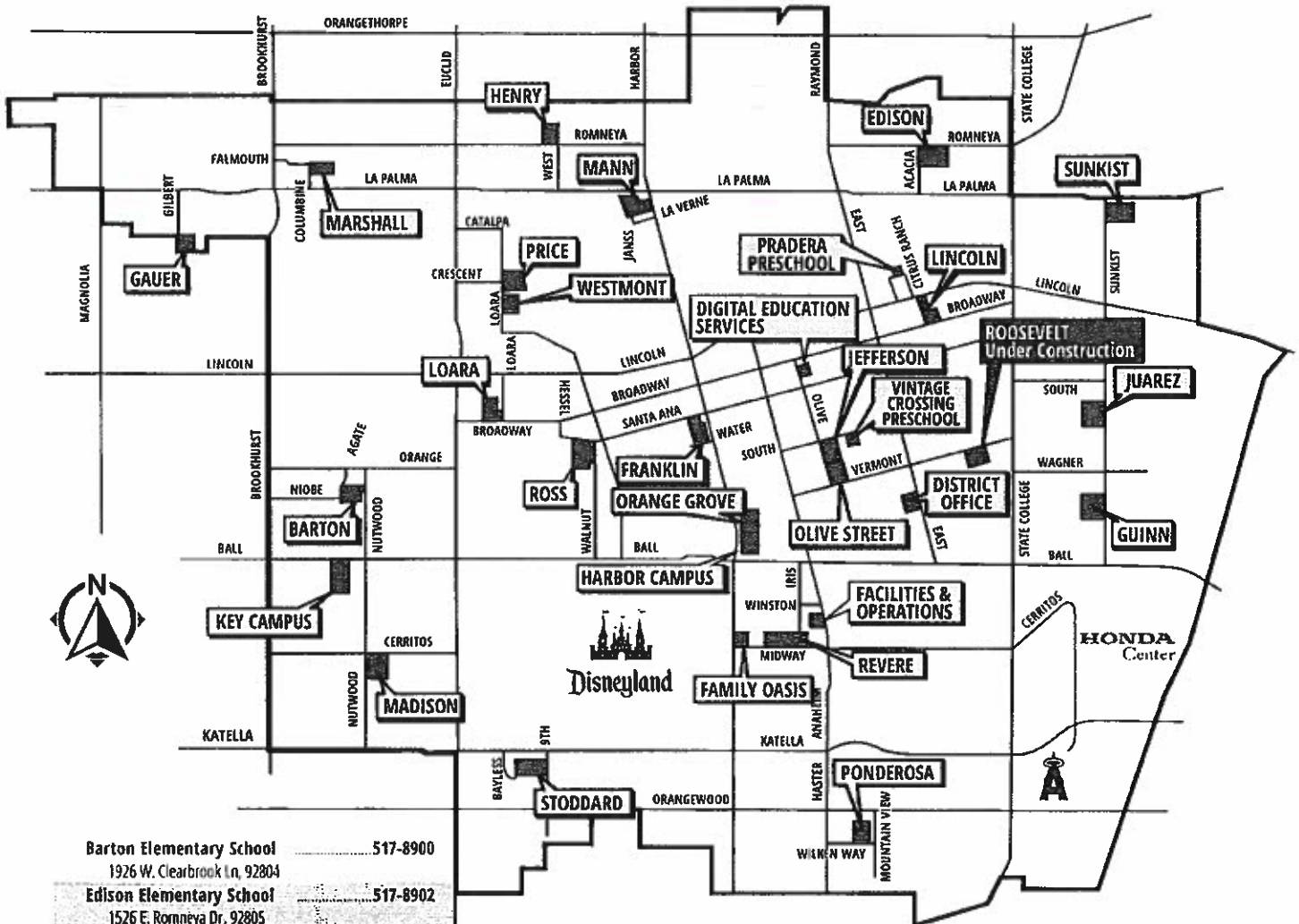


Union Sacs. - Revised 03/2015

Anaheim Union High School District

District Food Center			
501 Crescent Way†	999-5674 Kitchen		
Anaheim, CA 92801-5499	999-3560 Office		
High Schools			
Anaheim High (20)			
811 West Lincoln Avenue			
Anaheim, CA 92805-2499	999-3740		
Cypress High (28)			
9801 Valley View Street			
Cypress, CA 90630-3994	220-4150		
Katella High (25)			
2200 East Wagner Avenue			
Anaheim, CA 92806-4999	999-3634		
John F. Kennedy High (27)			
8281 Walker Street			
La Palma, CA 90623-2196	220-4114		
Loara High (24)			
1765 West Cerritos Avenue			
Anaheim, CA 92804-6198	999-3690		
Magnolia High (22)			
2450 West Ball Road			
Anaheim, CA 92804-5298	220-4231		
Oxford Academy (42)			
5172 Orange Avenue			
Cypress, CA 90630	220-3073		
Savanna High (23)			
301 North Gilbert Street			
Anaheim, CA 92801-5099	220-4277		
Western High (21)			
501 South Western Avenue			
Anaheim, CA 92804-1699	220-4049		
Junior High Schools			
Ball Junior High (38)			
1500 West Ball Road			
Anaheim, CA 92802-1626	999-5630		
Brookhurst Junior High (31)			
601 North Brookhurst Street			
Anaheim, CA 92801-3879	999-5638		
Dale Junior High (35)			
900 South Dale Street			
Anaheim, CA 92804-4097	220-3014		
Lexington Junior High (44)			
4351 Orange Avenue			
Cypress, CA 90630-2799	220-3015		
Orangeview Junior High (32)			
3715 West Orange Avenue			
Anaheim, CA 92804-2899	220-3022		
South Junior High (40)			
2320 East South Street			
Anaheim, CA 92806-4599	999-5627		
Sycamore Junior High (37)			
1801 East Sycamore Street			
Anaheim, CA 92805-3486	999-5628		
Walker Junior High (34)			
8132 Walker Street			
La Palma, CA 90623-2097	220-3016		
Low Volume Sites			
Hope High (47)			
7901 Knoll Ave.			
Buena Park, CA 90620-2422	220 4049		
Gilbert Junior High (68)			
1800 W. Ball Rd.			
Anaheim, CA 92804-5516	220-3016		

FACILITY LOCATIONS



Barton Elementary School	517-8900
1926 W. Clearbrook Ln, 92804	
Edison Elementary School	517-8902
1526 E. Romneya Dr, 92805	
Franklin Elementary School	517-8905
521 W. Water St, 92805	
Gauer Elementary School	517-8908
810 N. Gilbert St, 92801	
Guinn Elementary School	517-8911
1051 S. Sunkist St, 92806	
Henry Elementary School	517-8914
1123 W. Romneya Drive, 92801	
Jefferson Elementary School	517-8917
504 E. South St, 92805	
Juarez Elementary School	517-8923
841 S. Sunkist St, 92806	
Lincoln Elementary School	517-8929
1413 E. Broadway, 92805	
Loara Elementary School	517-8932
1601 W. Broadway, 92802	
Madison Elementary School	517-8935
1510 S. Nutwood St, 92804	
Mann Elementary School	517-8938
600 W. La Palma Ave, 92801	

Marshall Elementary School	517-8941
2066 W. Falmouth Ave, 92801	
Olive Street Elementary School	517-8920
890 S. Olive St, 92805	
Orange Grove Elementary School	517-8968
1000 S. Harbor, North Campus, 92805	
Ponderosa Elementary School	517-8926
2135 S. Mountain View Ave, 92802	
Price Elementary School	517-8947
1516 W. North St, 92801	
Revere Elementary School	517-8950
140 W. Guinda Ln, 92805	
Roosevelt Elementary School	517-8953
Harbor Campus - 1010 S. Harbor Blvd (Temporary Location)	
Ross Elementary School	517-8956
535 S. Walnut St, 92802	
Stoddard Elementary School	517-8959
1841 S. Ninth St, 92802	
Sunkist Elementary School	517-8962
500 N. Sunkist Street, 92806	

Westmont Elementary School	517-8965
1525 W. Westmont Drive, 92801	
Pradera Preschool	533-2050
130 N. Citrus Ranch Road, 92805	
Vintage Crossings Preschool	635-0375
700 E. South St, 92805	
Harbor Campus - i PAT Center	
1010 S. Harbor Blvd, 92805	
Key Campus - ECE Administration	517-7126
2000 W. Ball Road, 92804	
District Administrative Center	517-7500
1001 S. East St, 92805	
Facilities & Operations Center	517-7550
1411 S. Anaheim Blvd, 92805	
Family Oasis	517-7107
131 W. Midway Drive, 92805	
Digital Education Services	517-7532
313 S. Melrose St, 92805	

ADMINISTRATION

Anaheim Union High School District 2021-2022 Student/Teacher Calendar

July 2021					November 2021					March 2022				
			1	2	1	2	3	4	5		1	2	3	4
	6	7	8	9	8	9	10		12	7	8	9	10	11<
12	13	14	15	16	15	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24			21	22	23	24	
26	27	28	29	30	29	30				28	29	30	31	
August 2021					December 2021					April 2022				
2	3	4	5++	6++			1	2	3					1
9++	10+	11*	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16#	17<	11	12	13	14	15
23	24	25	26	27	20	21	22			18	19	20	21	22
30	31				27	28	29			25	26	27	28	29
September 2021					January 2022					May 2022				
		1	2	3	3	4	5	6	7	2	3	4	5	6
	7	8	9	10	10	11	12	13	14	9	10	11	12	13
13	14	15	16	17	17	18	19	20	21	16	17	18	19	20
20	21	22	23	24	24	25	26	27	28++	23	24	25#	26<	27+
27	28	29	30		31						31			
October 2021					February 2022					June 2022				
				1		1	2	3	4			1	2	3
4	5	6	7	8<	7	8	9	10	11	6	7	8	9	10
11++	12	13	14	15	14	15	16	17	18	13	14	15	16	17
18	19	20	21	22	21	22	23	24	25	20	21	22	23	24
25	26	27	28	29	28					27	28	29	30	



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 29-June 4) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates			
1	42	Aug	11	--	Oct 8
2	43	Oct	12	--	Dec 17
3	46	Jan	3	--	Mar 11
4	49	Mar	14	--	May 26

180 Student Days
187 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 17, 2021
November 12, 2021
February 4, 2022
April 22, 2022

Grades Due Fridays
10:00 a.m. at the site on:
October 15, 2021
January 7, 2022
March 18, 2022
May 27, 2022

2021-2022 School Year Student Calendar

Calendario del Año Escolar 2021-2022 Para Estudiantes

ANAHEIM ELEMENTARY SCHOOL DISTRICT • Distrito de Escuelas Primarias de Anaheim
 31 South East Street • Anaheim, CA 92805 • (714) 517-7500



JULY 2021				
M	T	W	TH	F
			1	2
H				
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
		I		
16	17	18	19	20
		B	M	
23	24	25	26	27
30	31			

SEPTEMBER				
M	T	W	TH	F
		M		
		B		
		1	2	3
H		I		
6	7	8	9	10
		I		
13	14	15	16	17
		M	C	C
20	21	22	23	24
		I		
27	28	29	30	

OCTOBER				
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		I		
11	12	13	14	15
		I	M	
18	19	20	21	22
		I		
25	26	27	28	29

NOVEMBER				
M	T	W	TH	F
		I		*
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		I	H	
8	9	10	11	12
		I		M
15	16	17	18	19
			H	H
22	23	24	25	26
29	30			

DECEMBER				
M	T	W	TH	F
		I		
		1	2	3
		J		
6	7	8	9	10
		I		M
13	14	15	16	17
			H	H
20	21	22	23	24
			H	H
27	28	29	30	31

JANUARY 2022				
M	T	W	TH	F
3	4	5	6	7
		I		
10	11	12	13	14
H		I		
17	18	19	20	21
		I		
24	25	26	27	28
31				

FEBRUARY				
M	T	W	TH	F
	1	2	3	4
		I		
7	8	9	10	11
H		M		
14	15	16	17	18
H		I		
21	22	23	24	25
28				

MARCH				
M	T	W	TH	F
		I		*
	1	2	3	4
		I		
7	8	9	10	11
		I		
14	15	16	17	18
		I		
21	22	23	24	25
		I		
28	29	30	31	

APRIL				
M	T	W	TH	F
				1
		I		M
4	5	6	7	8
				H
11	12	13	14	15
		I		
18	19	20	21	22
		I		
25	26	27	28	29

MAY				
M	T	W	TH	F
2	3	4	5	6
		I	O	
9	10	11	12	13
		M		
16	17	18	19	20
		I		
23	24	25	26	27
H				
30	31			

JUNE				
M	T	W	TH	F
		I		
		1	2	3
		M	*	
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

LEGEND LEYENDA	
White = Non School Day Blanco = Vacaciones	
	First Day of School Primer Día de Escuela
H	Holiday Office closed to public Feriado Oficina Cerrada al Público
I	(Shortened Day) Instructional Planning Planificación de Instrucción (Día acortado)
B	(Virtual) Back to School Night Día Mínimo Noche de Regreso a la Escuela
M	Minimum Day Día Mínimo
O	Minimum Day Open House Día Mínimo Escuela Abierta para Todos

**Harbor Ball South OPEN HOUSE 5/19/22 - Open House 5/12/22 - Regular Day	
*	Trimester Ends Fin de Trimestre
C	Conference Day Non School Day Día de Conferencias No Hay Clases
REPORT CARDS SENT HOME: Reporte de Calificación Enviadas a Casa Trimester 1: November 8, 2021 Trimester 2: March 7, 2022 Trimester 3: June 8, 2022	

BACK TO SCHOOL NIGHT:
 = GROUP 1 Schools:
 Barton, Franklin, Gulnn, Jefferson, Lincoln, Madison, Marshall, Orange Grove, Ponderosa, Revere, Ross, Westmont
 ● = GROUP 2 Schools:
 Edison, Gauer, Henry, Juarez, Loara, Mann, Olive Street, Price, Roosevelt, Stoddard, Sunkist, and school at Harbor Ball South

**ANAHEIM UNION HIGH SCHOOL DISTRICT
FINGERPRINT REQUIREMENTS AND CERTIFICATIONS
BID NO. 2021-18 - MILK AND DAIRY PRODUCTS**

Education Code Section 45125.1 provides that 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 1192.7(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.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has 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.

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 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 life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding 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 or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102


To the Governing Board of Anaheim Union High School District:

I, Clearbrook Farms Inc _____ certify that:
Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at Downey _____, California on May 10, 2021 .
Date



Signature

Wayne Prins

Typed or printed name

President

Title

7011 Stewart and Gray Rd Downey CA 90241

Address

562.806.8011

Telephone



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
BID FORM 2021-18 MILK AND DAIRY PRODUCTS (BT-58ES)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
H 2021-18 Information Required of Bidders	File Type: PDF (.pdf)	1	Required	
I 2021-18 Suspension Debarment Form	File Type: PDF (.pdf)	1	Required	
J 2021-18 Certification Regarding Lobbying	File Type: PDF (.pdf)	1	Required	
K 2021-18 IranActCert	File Type: PDF (.pdf)	1	Required	



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: REVIEW OF INVESTMENT POLICY
DATE: June 10, 2022

Background:

Government Code section 35646 requires the chief fiscal officer of each local agency in California to annually render a statement of the agency's investment policy. The Fountain Valley School District Board of Trustees adopted an Investment Policy statement in October of 1996, which provides additional detail to Board Policy 3430(a) Investing.

In reviewing the District's current Board Policy 3430(a) no changes were found to be necessary for the 2022-2023 fiscal year.

Fiscal Impact:

None at this time

Recommendation:

It is recommended that the Board of Trustees receives the Investment Policy for review.

FOUNTAIN VALLEY SCHOOL DISTRICT

INVESTMENT POLICY

I. PURPOSE

To establish a policy for investment of funds by the Fountain Valley School District (herein called the District). The policy also governs the issuance of debt by the District. This policy is based upon federal, state, and local laws, and prudent money management practices. To the extent that this policy conflicts with applicable law, the applicable law shall prevail. The primary goals of this policy are:

To assure compliance with all federal, state, and local laws governing the investment of monies and the issuance of debt,

To protect the principal deposits of the District, and

To generate investment income within the parameters of this policy.

II. POLICY

The District's primary investment objective shall be to maintain the safety and liquidity of its funds. Safety of principal is the foremost objective of the District. The investment factors the District shall consider in order of descending importance are the following:

Safety of invested funds,

Sufficient liquidity to meet future cash flow requirements, and

Attain maximum yield consistent with the aforementioned requirements.

In addition, the District shall adopt measures as set forth herein to ensure that the issuance of debt by the District complies with all applicable state and federal laws, including federal and state securities laws.

The Superintendent or its designee, under the direction of the Board of Trustees shall have the responsibility for all decisions and activities performed under the District's investment policy. The Superintendent shall have the ability to allocate resources or delegate responsibility as necessary to optimize the safety and liquidity of the investment portfolio and to implement this investment policy.

III. LEGAL CONSTRAINT

Pursuant to California Education Code Section 41001, the District shall deposit all funds received or collected from any source into the Orange County Treasury, to be placed to the credit of the proper Fund of the District except as otherwise provided herein.

Pursuant to California Education Code Section 41015, the District may invest all or part of funds deposited in a Special Reserve Fund or any surplus monies not required for the immediate necessities of the District in any of the investments specified in California Government Code Sections 16430 or 53601. Special Reserve Funds are defined as those funds which the Board of Education has designated for capital outlay or other purposes where an accumulation over a period of fiscal years is desired.

IV. AUTHORIZED INVESTMENTS

The District shall make investments in the context of the “Prudent Investor Rule” (Civil Code Section 2261 et seq.), which in substance states that:

“Investment shall be made with the judgment and care, under circumstances then prevailing which person of prudence, discretion and intelligence, exercise in the management of their own affairs, not for speculation; but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

The District shall deposit all funds received or collected from any source into the Orange County Treasury, except as provided for through California Education Code. Those funds maintained in a Special Reserve Fund or any surplus fund not required for the immediate necessities of the District shall be available for investment (“funds available for investment”) under the conditions set forth in this policy.

Authorized investments are:

1. The Orange County Investment Pool(s) established by the Orange County Treasurer for the benefit of local agencies and/or schools. The District may invest up to one hundred percent (100%) of its funds available for investment in the Orange County Investment Pool(s).
2. The Local Agency Investment Fund established by the California State Treasurer for the benefit of local agencies. The District may invest up to one hundred percent (100%) of its funds available for investment in the Local Agency Investment Fund.

3. To the extent that the District directs the investment of its funds to specific securities, those securities shall be limited to the securities identified in California Government Code Section 53601. However, the District will not, under any circumstances, direct the investment of its funds to reverse repurchase agreements unless such transactions are matched to maturity.

Monies received from the sources, or for the purposes listed below may be deposited in a bank or other financial institution. Monies so deposited shall be in a fully insured or collateralized account(s) or instrument(s). An individual bank account shall not exceed \$100,000 (Education Code Section 41002.5). Bank accounts maintained outside of the County Treasury shall be limited to the following purposes:

- a. Cash Clearing Account
Purpose: To deposit accounts receivable checks then write check to Fountain Valley School District once checks have cleared.
- b. Revolving Cash
Purpose: Emergency transactions for payroll and accounts payable.
- c. Self-Insured Trust Account
Purpose: To pay various insurance claims.
- d. TRANS Proceeds

V. COMPLIANCE WITH STATE AND FEDERAL SECURITIES LAWS

The District will take reasonable steps to ensure that any debt offerings issued by the District comply fully with all applicable state and federal securities laws. In connection with all debt offerings issued by the District, the District will retain bond counsel to review the offering materials prepared in connection with the debt offering to ensure that disclosures contained in offering materials comply with federal and state securities laws. The Assistant Superintendent of Business Services shall be responsible for reviewing the offering materials regarding the accuracy of information disclosed in such materials.

VI. DEPOSIT OF PROCEEDS FORM THE ISSUANCE OF DEBT

The District shall not issue debt, for the sole purpose of generating funds for investment. The District shall limit the issuance of debt for the purposes of meeting short-term cash flow needs and to finance capital projects.

When depositing proceeds from the issuance of debt, the District shall limit such investments to those authorized investments identified in this policy. Should a trust agreement of a particular debt issued by the District be more restrictive than the District's policy on authorized investments, then the trust agreement will take precedence.

VII. INVESTMENT REVIEWS

The Assistant Superintendent of Business Services will review quarterly reports on investment performance.

VIII. CHANGES TO INVESTMENT POLICY

This policy dated October 24, 1996, has been submitted to the Board of Trustees for review and approval. This policy will be reviewed at least annually to ensure its consistency with the objectives of income, growth and safety, and changes in applicable laws and financial trends. Any proposed amendments to the Investment Policy will require approval by the Board of Trustees.

IX. FINANCIAL PROFESSIONAL'S COMPLIANCE WITH INVESTMENT POLICY

All outside investment advisors/managers, attorneys and other financial professionals employed or retained by the District and/or its representatives, including without limitation financial advisors, underwriters, bond counsel, and disclosure counsel, must review this policy and sign a statement of compliance confirming that they have reviewed this investment policy and will fully comply with these policies. A copy of this statement of compliance is attached as Exhibit A.

Exhibit A

**STATEMENT OF COMPLIANCE WITH INVESTMENT POLICIES
ADOPTED BY THE FOUNTAIN VALLEY SCHOOL DISTRICT**

The undersigned has been retained to perform services for the Fountain Valley School District. The undersigned has been provided with a copy of the Fountain Valley School District Investment Policies and has reviewed the Investment Policy thoroughly. In providing services to the Department, the undersigned agrees to comply fully with all of the policies and procedures set forth in the Investment Policies.

Date:

By: _____



Fountain Valley School District
BUSINESS SERVICES

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Joe Hastie, Director, Maintenance & Operations
SUBJECT: **AWARD BID #22-03 ASPHALT PAVING – VARIOUS SITES**
DATE: June 7, 2022

Background:

District Playgrounds are in need of Asphalt Paving and Repairs. Measure O Projects have been completed at multiple sites allowing us the opportunity to Replace, Repair, Slurry and add Asphalt Areas at four sites this summer. Newland, Oka, Plavan and Talbert.

An advertisement to bid was placed in the Orange County Daily Pilot on May 6, 2022 and May 13, 2022 pursuant to Public Contract Code 20011 and Government Code 6066. Three (3) Contractors attended the mandatory job walk held on May 18, 2022 at 10:30 am and Three (3) submitted proposals on the advertised bid date of June 2, 2022 at 1:15 pm

Bid Recap

<u>Contractor</u>	<u>TOTAL BID</u>
Universal Asphalt Co, Inc.	\$950,000.00
Asphalt, Fabric, and Engineering, Inc.	\$1,222,233.00
PaveWest, Inc	\$1,099,000.00

Fiscal Impact:

Funding for this project will come from the Special Fund for Capital Outlay

Recommendation:

It is recommended that the Board of Trustees awards Bid# 22-03 to Universal Paving Co., Inc. in the amount of \$950,000.00 and authorizes the Superintendent or her designee to sign all documents on behalf of the District.