



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

May 5, 2016

- CALL TO ORDER: 6:00 PM
- ROLL CALL
- APPROVAL OF AGENDA

M ___
 2nd ___
 V ___

- PUBLIC COMMENTS

Speakers may address the Board of Trustees on Closed Session Items. Please comply with procedures listed on the goldenrod form "For Persons Wishing to Address the Board of Trustees" and give the form to the Executive Assistant.

- 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.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

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.

- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE will be led by Cub Scout Pack 455

SPECIAL PRESENTATIONS

1. RECOGNITION OF COURREGES SCHOOL 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 Courreges School, the Board shall recognize and thank Karen Hammond and Susan Castellanos.

2. RECOGNITION OF COURREGES SCHOOL STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Courreges School.

3. OUTSTANDING SERVICE AWARDS PRESENTATION TO DAVE OSBORN AND TOM ANTAL

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Jeanne Galindo shall present the 2015-16 Outstanding Service Award to Dave Osborn and Tom Antal.

4. RECOGNITION OF FVSD TEACHER OF THE YEAR: LISA DIECIDUE

The Board of Trustees is pleased to join our staff and community in celebrating Lisa Diecidue, a 3rd through 5th grade education specialist at Oka Elementary, as 2015-16 Teacher of the Year.

- RECESS

5. PRESENTATION BY ACTION COMMITTEE FOR EDUCATION (ACE) ON SACRAMENTO SAFARI

The Action Committee for Education (ACE) is a broad-based school community legislative action group which addresses current issues and sponsors annual projects to promote and benefit not only the Fountain Valley School District but public education in general. Representatives shall make a presentation to the Board of Trustees on ACE's recent participation in the Sacramento Safari.

BOARD REPORTS AND COMMUNICATIONS

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

STAFF REPORTS AND PRESENTATIONS

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

The Board of Trustees has received notification of the upcoming Public Hearing on the Personnel Commission’s proposed budget for 2016-17. The Public Hearing shall be held on June 16, 2016 at 4:30 pm. Public input will be 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. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their Recommendations, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION

7. RESOLUTION 2016-15: IN CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT’S CLASSIFIED EMPLOYEE WEEK: MAY 16-20, 2016

M ___
2nd ___
V ___

In celebration of our classified professionals who provide valuable services to the schools and students of the Fountain Valley School District, the District is honored to celebrate May 16-20 as Classified Employee Week.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2016-15 in celebration of Fountain Valley School District’s Classified Employee Week.

8. RESOLUTION 2016-16 AND ORDER OF BIENNIAL TRUSTEE ELECTIONS AND SPECIFICATIONS OF THE ELECTION ORDER

M ___
2nd ___
V ___

The election of the 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 2, 2016, next succeeding the election.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2016-16 informing the County Superintendent of Schools, Orange County of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 8, 2016.

9. PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGUAGE PATHOLOGISTS DURING MAY 2016: BETTER SPEECH AND HEARING MONTH

M ___
2nd ___
V ___

In honor of our outstanding Speech/Language Pathologists who have earned the admiration and respect of our teachers, administrators, students, parents and the Board as they raise public awareness of speech and language we are pleased to celebrate them during May 2016: Better Speech and Hearing Month.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Proclamation of Appreciation to our Speech/Language Pathologists during May 2016: Better Speech and Hearing Month.

10. DECLARATION OF NEED

M ___
2nd ___
V ___

Each year we file the Declaration of Need for Fully Qualified educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.

11. 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: It is recommended that the Board of Trustees approves all items listed under the Consent Calendar and Routine Items of Business in one action.

Routine Items of Business

- 11-A. Board Meeting Minutes from April 14th regular meeting
- 11-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 11-C. Donations
- 11-D. Warrants
- 11-E. Purchase Order Listing
- 11-F. Budget Adjustments

Consent Items**11-G. NOTICE OF LAYOFF FOR CLASSIFIED POSITION, OVER ENROLLMENT AIDE.**

As a result of a review of staffing in the Special Education department, as well as student changes for next school year, there are two classified positions recommended for elimination.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the layoff of the classified positions, Autism Office Assistant and Over Enrollment Aide

11-H. STUDENT ACCIDENT INSURANCE – 2016-2017

School districts do not provide medical/dental insurance coverage for students who are accidentally injured at school. Districts may, however, approve the selection of an insurance company to distribute information to parents regarding a student accident insurance plan for parent election, on a voluntary basis, and at parent cost. BCS Insurance Company, administered by Meyers-Stevens & Toohey & Company, Inc., offers a low-cost plan which appears to provide the most extensive coverage.

Insurance coverage is required for all sports and extracurricular activities such as cheerleading and band. The coverage provided by the above policy meets this requirement.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2016-2017 school year.

11-I. APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH CONNER BROWN FOR THE DEVELOPMENT AND PRODUCTION OF DISTRICT VIDEOS

Fountain Valley School District plans to create District videos to be used for selected Social Media services. The production of 4 separate videos, each one 1-2 minutes in length interviewing different people of different ages in the community. Each video will cost \$400 and payment will be due on completion of each video.

An additional 10 videos will be produced upon request, each one 3-4 minutes in length, covering an individual school in the district and highlighting its strengths. Each video will cost \$1,000 and payment will be due on completion of each video.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Independent Contractor agreement with Conner Brown for the development and production of District videos.

11-J. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION REGARDING INTERVENTION TEACHERS

On Wednesday, April 20, 2016, the Fountain Valley School District and the Fountain Valley Education Association entered into a Memorandum of Understanding that establishes terms and conditions for the hiring of limited term, temporary intervention teachers.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Memorandum of Understanding regarding intervention teachers for the 2015-2016 and 2016-2017 school years.

11-K. APPROVE AMENDMENT # 2 INTERNET ACCESS AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION

Annually, the District signs an Internet Access Agreement with the Orange County Department of Education (OCDE) to provide internet access to the District. The agreement is valid for one year. This amendment extends the original contract, signed in 2015, through June 30, 2017.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves Amendment #2, Internet Access Agreement with the Orange County Department of Education.

11-L. APPROVE THE 2016-2017 NETWORK SUPPORT SERVICES AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION IN THE AMOUNT OF \$2,000

The Orange County Department of Education (OCDE) provides Internet Access to The Fountain Valley School District through a dedicated fiber optic circuit. OCDE charges \$2000 per year to provide network management and monitoring services for this circuit. The monitoring services include, access to a web-based dashboard, outage notification and technical support.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the 2016-2017 Network Support Services Agreement with OCDE in the amount of \$2,000.

11-M. CONTRACT FOR TITLE I PRIVATE SCHOOL SERVICES – MARISA CHOHAN

The Federal Elementary and Secondary Education Act (ESEA) mandates districts that receive Title I funding must make those funds available to not-for-profit private schools who serve students that live within the district boundary. In FVSD this means that any student who resides in the Cox, Masuda, Oka, or Plavan area, qualifies as low income, and attends a not-for-profit private school may have funds directed to that school to support his/her achievement. The amount of funding is based on the per pupil Title I allocation and is the same as that allocated to Title I students served within FVSD. For the 2015/16 school year, the per pupil allocation is \$368.69.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve the Contract for Title I Private School Services

11-N. APPROVAL OF RETAINER AGREEMENT/MARGARET CHIDESTER ATTORNEYS AT LAW 2016-17 SCHOOL YEAR

The agreement with Margaret Chidester is attached for consideration for approval through the 2016-17 school year. For 2016-17 the agreement contains no hourly rate increase.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2016-17 with the Law Offices of Margaret A. Chidester & Associates.

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
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, June 16, 2016 at 7:00pm**

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 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.

Regular Board meeting proceedings are tape recorded.

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: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.



Fountain Valley School District
Curriculum/Instruction

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Instruction
SUBJECT: **STUDENT RECOGNITION PROGRAM: COURREGES**
DATE: April 21, 2016

Background:

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on May 5, 2016, the following six students from **Courreges School** will be recognized:

Courreges School

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade

Julian Makar
Brandon Arroyo
Michael Varrone
Myka West
John-Peter Mendoza
Martin Merino



SO 15-16/B16-44
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: COURREGES SCHOOL**
DATE: April 29, 2016

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Courreges School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as serving as room parent, performing bookkeeping or tallying for fund raising activities, serving as a volunteer for music, art or theater presentations, assisting in a classroom, the library or student store, or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Courreges School:

Courreges School

- ♥ Susan Castellanos
- ♥ Karen Hammond



SO 15-16/B16-45
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **OUTSTANDING SERVICE AWARDS PRESENTATION TO DAVE OSBORN AND TOM ANTAL**
DATE: April 29, 2016

Background:

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Jeanne Galindo shall present the 2015-16 Outstanding Service Award to Dave Osborn and Tom Antal.

Congratulations to Dave and Tom!

Board President Jeanne Galindo shall present the 2015-16 Outstanding Service Award to Dave Osborn and Tom Antal.

/hg

Ref: Board Policy 1150.1

Board meeting of May 5, 2016



SO 15-16/B16-46
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: FVSD Teacher of the Year: Lisa Diecidue
DATE: April 29, 2016

Background:

The Board of Trustees is pleased to join our staff and community in celebrating Lisa Diecidue, a 3rd through 5th grade education specialist at Oka Elementary, as 2015-16 Teacher of the Year.



Fountain Valley School District
Contact: Rina Luchesse, Executive Assistant
714.843.3255

FOR IMMEDIATE RELEASE

Fountain Valley School District Names Mrs. Lisa Diecidue Teacher of the Year

Fountain Valley, CA, March 24, 2016: The Fountain Valley School District (FVSD) announced that Mrs. Lisa Diecidue, third through fifth grade education specialist at Oka Elementary, has been named the District's Teacher of the Year for 2016.

Mrs. Diecidue has been with Fountain Valley School District for the last eight years. She joined the FVSD Family in a SDC classroom at Gisler Elementary School, where she quickly established herself as a highly skilled and gifted educator and mentor. Since joining the Oka Family, Lisa has continued to grow as a teacher and has made numerous contributions to various committees and leadership teams throughout the District.

Principal, Erik Miller commented, "Lisa Diecidue is a brilliant teacher who works tirelessly on behalf of the students and staff at Oka. Her systematic and detailed approach ensures high levels of student learning and she is a model within our profession. Lisa provides a consistent, yet individualized, approach to her instruction, which allows her to meet the needs of all of her students. Additionally, her leadership on campus is a key reason for many of Oka's successful initiatives. We are extremely lucky to have Lisa as a member of the Oka Wolfpack!"

"Lisa always wants what is best for kids, and never wants her students to feel a divide between general and special education," explains colleague Ms. Vanessa Angeles. "She makes inclusion so much fun, because she incorporates every student in the room, and treats them as one of her own."

"Mrs. Diecidue is an amazing teacher, trusted colleague and natural leader who has dedicated her career to transforming the lives of children," stated Superintendent, Dr. Mark Johnson. She is an outstanding educator who sets high expectations and maintains a rigorous academic focus in her classroom. In addition, she is a respected mentor to special education interns, and her classroom is often used as a model for school visitations. She embodies all of the characteristics that exemplify this District's long-standing tradition of excellence!"

Mrs. Diecidue will be honored by the Fountain Valley School District Board of Trustees on Thursday, May 5th at 7pm.

(Photo: Mrs. Lisa Diecidue with her colleagues at Oka Elementary School.)



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About the Fountain Valley School District

The Fountain Valley School District, founded in 1898, is comprised of 10 schools serving over 6,300 students from Fountain Valley and Huntington Beach. Fountain Valley School District 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. To learn more about the Fountain Valley School District, visit our website at www.fvsd.us, or follow us on Facebook at <https://www.facebook.com/fountainvalleyschooldistrict>.

Board meeting of May 5, 2016



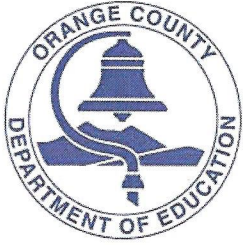
SO 15-16/B16-47
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **PRESENTATION BY ACTION COMMITTEE FOR EDUCATION
(ACE) ON SACRAMENTO SAFARI**
DATE: April 29, 2016

Background:

The Action Committee for Education (ACE) is a broad-based school community legislative action group which addresses current issues and sponsors annual projects to promote and benefit not only the Fountain Valley School District but public education in general. Representatives shall make a presentation to the Board of Trustees on ACE's recent participation in the Sacramento Safari.



April 5, 2016

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

To: Personnel Commission and Personnel Directors

From: Chris Lombardo, Director
Business Services

Subject: **Annual Budget of Personnel Commission**

Education Code Section 45253 specifies that the Personnel Commission shall prepare an annual budget for its own office and hold a public hearing no later than May 30 of each year, or a date agreed upon by the governing board and Commission, to coincide with the adoption process of the district budget. Please let our office know if you select the latter option.

Please forward one completed copy of the proposed budget and notice of public hearing to the governing board of your school district. After the public hearing and adoption of the proposed budget, have the superintendent sign the certification indicating whether there are any reasons why the budget should not be approved.

After the public hearing, the Orange County Superintendent of Schools will approve, reject, or with the concurrence of the Commission, amend the proposed budget in accordance with Education Code Section 45253. Upon approval by the County Superintendent, one copy of the adopted budget will be returned to the Personnel Commission and one copy to the district. The adopted budget shall be included by the governing board in the regular budget of the school district.

In the absence of agreement between the Personnel Commission and the County Superintendent, the budget of the preceding year shall determine the amount of the new budget, and the items of expenditure shall be determined by the Commission.

Included with this letter is the notice of public hearing, the annual budget form, and the district certification. Please send completed documents to the Orange County Superintendent of Schools in care of Laurie Weiss, Manager, Business Services. If you have any questions or concerns regarding this information, please contact Laurie Weiss at (714) 966-4234 or lweiss@ocde.us.

Enclosures

cc: District Superintendents

**ORANGE COUNTY
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ROBERT M. HAMMOND

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

**ANNUAL BUDGET OF THE PERSONNEL COMMISSION
2016-17 DISTRICT CERTIFICATION**

The public hearing on this proposed budget was held on _____
for the _____ School District. The budget was
adopted by the Personnel Commission of the District and has been submitted to the
County Superintendent of Schools for approval.

Is there any reason why this budget, as presented, should **not** be approved by this office
for incorporation into the district's general operating budget?

NO YES

If yes, please provide a separate written explanation.

Signed: _____
(Superintendent or Designee)

Date: _____

For additional information please contact:

Name: _____

Title: _____

Telephone: _____

Email: _____

Please return this form to:

Laurie Weiss, Manager, Business Services
Orange County Department of Education
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, CA 92628-9050

(714) 966-4234

ANNUAL BUDGET OF PERSONNEL COMMISSION
FISCAL YEAR 2016-17
(Education Code Section 45253)

_____ School District, Orange County, California

NOTICE OF PUBLIC HEARING BY THE PERSONNEL COMMISSION

TO: The Governing Board and District Administration

The public hearing on this proposed budget will be held on _____, 2016, _____ am/pm
at _____

You are invited to attend and present your views.

Chairman or Director of Personnel Commission

Date

ADOPTED ANNUAL BUDGET OF PERSONNEL COMMISSION

TO: Wendy Benkert, Associate Superintendent, Business Services
Orange County Department of Education

This proposed budget was adopted subsequent to a public hearing by the Personnel Commission of the district.

DATE OF MEETING: _____

REVIEWED BY THE DISTRICT SUPERINTENDENT

Superintendent

Date

Chairman or Director of Personnel Commission

Date

APPROVAL OF ANNUAL BUDGET OF PERSONNEL COMMISSION

TO: The Governing Board and Personnel Commission

This report has been examined and approved by the ORANGE COUNTY SUPERINTENDENT OF SCHOOLS.

Al Mijares
County Superintendent of Schools

_____, 2016

_____, Deputy
Wendy Benkert, Ed.D.
Associate Superintendent, Business Services

Annual Budget of Personnel Commission Fiscal Year 2016-17 _____ School District		<u>Column I</u> 2014-15 Actuals (\$ only)	<u>Column II</u> 2015-16 Actuals or Estimate (\$ only)	<u>Column III</u> 2016-17 Budget (\$ only)
2000	Classified Salaries¹			
	Classified Supervisors & Administrators			
2300	Commission Members ²			
	Director			
2400	Clerical, Technical & Office Staff			
	Secretaries, Clerks			
	<i>SUBTOTAL (2000 CLASS.)</i>	-	-	-
3000	Employee Benefits			
3101	State Teachers Retirement System – Certificated			
3102	State Teachers Retirement System – Classified			
3201	Public Employees’ Retirement System-Certificated			
3202	Public Employees’ Retirement System-Classified			
3301	OASDI/Medicare – Certificated			
3302	OASDI/Medicare – Classified			
3401	Health & Welfare Benefits – Certificated			
3402	Health & Welfare Benefits – Classified			
3501	Unemployment Insurance – Certificated			
3502	Unemployment Insurance – Classified			
3601	Workers’ Compensation Insurance – Certificated			
3602	Workers’ Compensation Insurance – Classified			
3801	PERS Reduction – Certificated			
3802	PERS Reduction - Classified			
3901	Other Benefits – Certificated			
3902	Other Benefits – Classified			
	<i>SUBTOTAL (3000 CLASS.)</i>	-	-	-

Annual Budget of Personnel Commission Fiscal Year 2016-17 _____ School District		<u>Column I</u> 2014-15 Actuals (\$ only)	<u>Column II</u> 2015-16 Actuals or Estimate (\$ only)	<u>Column III</u> 2016-17 Budget (\$ only)
4000	Books and Supplies			
4200	Books & Reference Materials			
	Literature, Periodicals			
4300	Materials & Supplies			
	Office Supplies			
	<i>SUBTOTAL (4000 CLASS.)</i>	-	-	-
5000	Services & Other Operating Expenditures			
5200	Travel & Conferences			
	Expense Allowances			
	Mileage			
	Conferences			
5300	Dues and Memberships			
5400	Insurance			
	Fire and Theft			
	Liability			
5500	Operations and Housekeeping Services ³			
	Utilities			
5600	Rentals, Leases & Repairs			
5700	Direct Cost Transfers			
	Printing & Forms			
5800	Prof/Consulting Services & Operating Expenditures			
	Examinations			
	Advertising			
	Professional Assistance (Screening Committee, Consultants, Analysis Surveys)			
5900	Communications			
	Telephone			
	Postage			
	<i>SUBTOTAL (5000 CLASS.)</i>	-	-	-

Annual Budget of Personnel Commission Fiscal Year 2016-17 _____ School District		<u>Column I</u> 2014-15 Actuals (\$ only)	<u>Column II</u> 2015-16 Actuals or Estimate (\$ only)	<u>Column III</u> 2016-17 Budget (\$ only)
6000	Capital Outlay			
6400	Equipment			
	Office Equipment			
6500	Replacement of Equipment			
	<i>SUBTOTAL (6000 CLASS.)</i>	-	-	-
	TOTAL EXPENDITURES	-	-	-

1) Include only those expenditures directly attributable to the activities of the Commission and their employees. For example, salaries of administrators having a line responsibility for all district operations should not be prorated even though some time may be spent working with personnel director.

2) Salaries for Commission member should not be included without prior and specific authorization by the governing board (Education Code Section 45250).

3) The district is required to provide suitable quarters for the Commission and their employees, therefore, expenditures in maintenance, operation, and capital outlay will be limited.



State of California

EDUCATION CODE

Section 45253

45253. (a) The commission shall prepare an annual budget for its own office which, upon the approval of the county superintendent of schools, shall be included by the governing board in the regular budget of the school district. The annual budget of the commission may include amounts for the purposes of Section 45255.

(b) The budget shall be prepared for a public hearing by the commission to be held not later than May 30 of each year, or at a date agreed upon between the governing board and the personnel commission to coincide with the process of adoption of the school district budget. The commission shall forward a copy of its proposed budget to the governing board indicating the time, date and place for the public hearing of the budget and shall invite board and district administration representatives to attend and present their views. The commission shall fully consider the views of the governing board prior to adoption of its proposed budget. The commission shall then forward its proposed budget to the county superintendent of schools for action.

(c) If the county superintendent of schools proposes to reject the budget as submitted by the commission of a school district, he or she shall, within 30 days after the commission's submission of the budget, hold a public hearing on the proposed rejection within the affected district. He or she shall have informed both the commission and the governing board of the date, time and place of the hearing. He or she may after the public hearing either reject, or, with the concurrence of the commission, amend the proposed budget. In the absence of agreement between the personnel commission and the county superintendent, the budget of the preceding year shall determine the amount of the new budget, and the items of expenditure shall be determined by the commission.

(d) If the county superintendent of schools proposes to reject the budget as submitted by the personnel commission of a county office of education, the county superintendent shall contract with the Office of Administrative Hearings of the State of California for an administrative law judge to conduct a public hearing on the proposed rejection. The administrative law judge shall render findings and any proposed amendments, if any, to the proposed budget. The personnel commission may accept or reject the findings and proposed amendments. If the personnel commission rejects the findings and proposed amendments, if any, of the administrative law judge, the budget of the preceding year shall determine the amount of the new budget, and the items of expenditure shall be determined by the commission.

(e) The procedures of subdivision (d) apply if an individual serves as both the county superintendent of schools and the superintendent of a school district within the county.

(Amended by Stats. 1995, Ch. 652, Sec. 3. Effective January 1, 1996.)



Fountain Valley School District
RESOLUTION NUMBER 2016-15

**FOUNTAIN VALLEY SCHOOL DISTRICT'S
CLASSIFIED EMPLOYEE WEEK: MAY 16-20, 2016**

WHEREAS, classified professionals provide valuable services to the schools and students of the Fountain Valley School District; and

WHEREAS, classified employees participate in countless activities that contribute to and support a positive instructional environment; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Fountain Valley's students; and

WHEREAS, classified professionals employed by the Fountain Valley School District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED that the Fountain Valley School District Board of Trustees hereby recognizes and honors the contributions of the classified professionals to quality education within the state of California and in the Fountain Valley School District and declares the week of May 16-20, 2016 as Classified Employee Week in the Fountain Valley School District.

PASSED AND ADOPTED By the Governing Board on May 5, 2016 by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Lisa Schultz, 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 5th day of May, 2016.

Clerk of the Governing Board



FOUNTAIN VALLEY SCHOOL DISTRICT

**PROCLAMATION OF APPRECIATION TO OUR
SPEECH / LANGUAGE PATHOLOGISTS
DURING MAY 2016 – BETTER SPEECH AND HEARING MONTH**

WHEREAS, during your time of serving as a Speech & Language Pathologist in the Fountain Valley School District, you have earned the admiration and respect of teachers, administrators, students, parents and the Board as you raise public awareness of speech and language; and

WHEREAS, you have proven yourself to be an advocate for all children as you dedicate yourself to diagnosing communication disorders and promoting treatment that improves the quality of life for children who experience problems with speaking, understanding or hearing; and

WHEREAS, the Fountain Valley School District and its community salutes you during this month of May 2016, “Better Speech and Hearing Month,” and avows its appreciation for all you do:

- your keen skills in diagnosis and treatment
- your willingness to arrive early and stay late
- your completion of thousands of screenings and acceptance of an ever-increasing case load
- your watchful care over our students

This board is greatly impressed by your skills and knowledge in a field that is now experiencing a severe shortage of individuals with your training;

NOW, BE IT RESOLVED that the Fountain Valley School District Board of Trustees salutes you for your dedication and excellence in your challenging role and celebrates you for your ongoing commitment to the health and well being of Fountain Valley’s children.

PASSED AND ADOPTED By the Governing Board on May 5, 2016 by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Lisa Schultz, 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 5th day of May, 2016.

Clerk of the Governing Board

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: Mark Johnson, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel CA
SUBJECT: Declaration of Need 2016-2017 School Year
DATE: April 22, 2016

BACKGROUND

Each year we file the Declaration of Need for Fully qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

IMPACT

The Declaration will allow all positions to be staffed with appropriate credentials, emergency credentials, or credential waivers. This also is required for substitute teachers. We cannot apply for substitute teacher permits until this form is submitted.

RECOMMENDATION

The Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2016-2017
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: FOUNTAIN VALLEY SCHOOL DISTRICT District CDS Code: 66498
 Name of County: ORANGE County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 05 / 16 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2017.

Submitted by (Superintendent, Board Secretary, or Designee):

MARK JOHNSON, Ed.D
Name


Signature

SUPERINTENDENT
Title

714-843-3257
Fax Number

714-843-3255
Telephone Number

MAY 5, 2016
Date

10055 SLATER AVE FOUNTAIN VALLEY, CA 92708
Mailing Address

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address:		
E-Mail Address:		

► This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input checked="" type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	1
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	1
List target language(s) for bilingual authorization: _____	2
<input checked="" type="checkbox"/> Resource Specialist	1
<input checked="" type="checkbox"/> Teacher Librarian Services	
<input type="checkbox"/> Visiting Faculty Permit	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	1
Special Education	3
TOTAL	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program?

Yes No

If yes, how many interns do you expect to have this year? _____

2

If yes, list each college or university with which you participate in an intern program.

OCDE, CSUF, CSULB, NATIONAL, AZUSA PACIFIC, DOMINGUEZ HILLS,
VANGUARD, CHAPMAN, UNIVERSITY OF PHOENIX

If no, explain why you do not participate in an intern program.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

April 14, 2016

MINUTES

President Galindo called the regular meeting of the Board of Trustees to order at 4:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

BOARD WORKSHOPS

The Board of Trustees participated in a workshop in order to review updates to the District's Local Control Accountability Plan (LCAP), including 2015-16 progress and draft goals and actions. Dr. McLaughlin opened the workshop by reviewing the timeline involved in the development of the LCAP and work of the LCAP team over the last two meetings. He reviewed as well the purpose of the LCAP and the eight State priorities included in the plan. In addition, Dr. McLaughlin reviewed 2015-16 progress for the District, including an overview of how FVSD compares to State and County averages in ELA and math, with 69% of FVSD students meeting or exceeding standards in ELA and 63% meeting or exceeding standards in math. He reviewed in greater detail the results in both ELA and math by grade level across the District. Dr. Hoefler reviewed our results by sub group. Dr. McLaughlin provided a snapshot of our overall performance, noting that the District is off to a great start and the intent remains to ensure that all students are successful at a high level. He

LOCAL CONTROL
ACCOUNTABILITY PLAN
(LCAP) WORKSHOP

reviewed our LCAP philosophy. Dr. Hoefler then reviewed the District's draft 2016-17 goals and actions and the process involved in developing these goals for the coming year. She noted District priority 1: increase academic success of all students, and the goals included in the LCAP related to this priority, goal 1: student achievement and goal 2: special populations, and the actions involved in these goals. She also reviewed District priority 4: expand communication with staff, families and community members to increase engagement, goal 3 in the LCAP tied to this priority: parent involvement, and the actions involved in this goal. Next, she reviewed District priority 2: sustain an inclusive, caring and collaborative culture, tied to LCAP goal 4: climate and culture, and the actions involved in this goal. Finally, she reviewed District priority 5: modernize schools to provide a safe and productive learning environment, tied to LCAP goal 5: facilities and infrastructure, and the actions involved in this goal. For each goal discussed and the actions included, she reviewed the changes made for 2016-17's LCAP. She emphasized the common thread throughout our LCAP of delivering best first instruction. She noted that the LCAP would be submitted to OCDE for their review and input on April 15. In addition, the LCAP will be posted to our site May 16-23 for public input, and then will be brought back to the Board for a public hearing at the June 16th meeting. Dr. McLaughlin closed the workshop by reviewing the successes of our District despite our performing at a high level, there is continued need to ensure that our teachers are engaged and there is increased access to data at a local level across the District. He noted as well the inclusion this year of appendixes that will allow us to showcase our professional development opportunities across the District. Dr. Johnson commended both Dr. McLaughlin and Dr. Hoefler on their extensive efforts in putting together the LCAP and their presentation this evening. He highlighted their presentation of data that is easily digestible and the inclusion of our philosophy in the LCAP.

Assistant Superintendent of Curriculum and Instruction, Steve McLaughlin, reviewed and discussed Peachjar, Inc., a leading e-flyer management system. He reviewed District priority 4 and the focus on increased communication with stakeholders, community members and parents. He noted the current improvements to our District and school websites with this goal in mind. In addition, he reviewed our history of paper flyer approvals and distribution to students. Following this, he reviewed Peachjar, an electronic flyer management system including: its look and feel for parents

PEACHJAR WORKSHOP

and community partners uploading flyers, the approval process for submitted flyers, cost to the District and community partners, a proposed implementation and training plan, access for parents without internet access and a proposed timeline.

There were no requests to address the Board prior to closed session.

PUBLIC COMMENTS

Mrs. Galindo 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.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*
Update and review of negotiations with the FVEA and The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 7:00pm.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 1 of Huntington Beach led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Newland School including: Jaidyn Johnson (K), Emma Kraber (1st), Dylan Daedelow (2nd), Kassidy Nguyen (3rd), Giovanni

RECOGNITION OF NEWLAND SCHOOL STUDENTS

Patriarca (4th), and Cosette Monson (5th). The Board joined parents, staff and the community in celebrating the accomplishments of these students.

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Plavan School including: Adam Jabbari (K), Micah Nguyen (1st), Pierce Singh (2nd), Kyra Do (3rd), Goten Huynh (4th), and Ian Bui (5th). The Board joined parents, staff and the community in celebrating the accomplishments of these students.

**RECOGNITION OF
PLAVAN SCHOOL
STUDENTS**

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 Newland School, the Board recognized and thanked Craig Daedelow and Nicole Privett. The Board joined staff and the community in thanking these parents for their dedication to Newland School.

**RECOGNITION OF
NEWLAND SCHOOL
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 Plavan School, the Board recognized and thanked Grace Hile and Marie Tallas. The Board joined staff and the community in thanking these parents for their dedication to Plavan School.

**RECOGNITION OF
PLAVAN SCHOOL
PARENT VOLUNTEERS**

The Board of Trustees celebrated Region XVII and State ACSA Administrator of the Year and Fountain Valley School District Administrator of the Year, Jay Adams, and Region XVII ACSA Elementary Co-Administrator of the Year, Jennifer Kajdasz. The Board of Trustees joined staff and the community in celebrating these amazing administrators and their much-deserved recognitions.

**RECOGNITION OF ACSA
ADMINISTRATORS OF
THE YEAR, JAY ADAMS
AND JENNIFER
KAJDASZ**

Following the special presentations, the Board took a brief recess for cookies and photos. The regular meeting resumed at 8:07pm.

Mrs. Galindo made the following closed session announcement: "In closed session, on the motion of Mrs. Galindo and the second of Mrs. Schultz, the governing board took action by a vote of 5 to 0, to authorize the Superintendent, or designee, to notice 11.0 FTE teachers on temporary contract on or before April 14, 2016 of release from District employment at the conclusion of the current 2015-16 school year, pursuant to Education Code section 44954(b)."

**CLOSED SESSION
ANNOUNCEMENT**

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz' activities since the last meeting included: tours of Gisler and Courreges, ACE meeting, and the FVSF meeting. She noted that the Taste of Fountain Valley is approaching on April 23rd. She also participated in the Board workshop on School Facilities Engagement Committee.

Mrs. Crandall congratulated Ms. Adams and Mrs. Kajdasz on their recognitions honored this evening. Mrs. Crandall's activities since the last meeting included: validation visits for Gold Ribbon at Gisler and Courreges School, Chamber of Commerce breakfast, FV Womens' Club fundraiser for FVHS, Rotary Every Student Succeeding breakfast, Mrs. Lucchese' baby shower, welcomed Mrs. Goble, CSBA roadshow at HBUHSD, two LCAP community meetings, tours of Masuda, Courreges, Fulton and Gisler, Facilities Committee town hall meeting, Boys and Girls Club Twilight meeting, round 2 of 3rd-5th grade CGI training, FAPE after school session, and FVHS Spring Vocal Music concert.

Mr. Collins' activities since the last meeting included: tours of Masuda, Fulton and Oka, Rotary Every Student Succeeding breakfast, Elwyn fundraiser at Fountain Bowl with Rotary, Assistance League Treasures by the Sea, Womens' Club taco night, Mrs. Lucchese's baby shower, FVSF meetings regarding plans for the October 10th Golf Tournament, Huntington Beach quarterly meeting with the local school districts, SPC, he commended the FVSF for their upcoming Summer Enrichment Academy, CSBA roadshow at HBUHSD, and fundraiser for FVSD parent at Tia Flaco.

Mr. Cunneen's activities since the last meeting included: tours of Newland, FV Chamber of Commerce monthly breakfast, second quarter student awards presentation at Cox, Facilities Committee meeting, Rotary Every Student Succeeding breakfast, ACE meeting, FV Rotary Most Improved Student recognition.

Mrs. Galindo's activities since the last meeting included: SPC meeting, Rotary Every Student Succeeding breakfast, Board workshop on School Facilities Engagement Committee, Mrs. Lucchese's baby shower, 3rd-5th grade CGI training, special Board meeting focusing on an update from LPA and Community Engagement, and a tour of Oka.

PUBLIC HEARINGS

A public hearing was held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the Fountain Valley Education Association for the 2016-17 school year. Public input was welcomed. There were no requests to speak and the hearing was closed.

PUBLIC HEARING ON
INITIAL CONTRACT
PROPOSALS BETWEEN
FOUNTAIN VALLEY
SCHOOL DISTRICT AND
FOUNTAIN VALLEY
EDUCATION
ASSOCIATION FOR 2016-
17

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Mrs. Crandall requested that Item 9C Personnel Items be pulled for separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Schultz moved to approve the Consent Calendar with exception of Item 9C.

Second: Mr. Cunneen

Vote: 5-0

Motion: Mrs. Crandall moved to approve Item 9C Personnel Items.

Second: Mr. Collins

Mrs. Crandall highlighted the inclusion of TOSA job descriptions included in Item 9C Personnel Items this evening, commending the wonderful opportunity that this is to offer to our certificated staff. She commended the gradual, measured approach taken in implementing TOSAs in our District, noting that she is looking forward to the upcoming reports to the Board on this endeavor.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the March 10 regular meeting
- Board Meeting Minutes from the March 24 special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)

- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Receipt of Fountain Valley Education Association’s initial proposal for 2016-17
- Presentation of Fountain Valley School District’s 2016-17 initial contract proposals to Fountain Valley Education Association
- Approval of Settlement with Marine Shale Processors Site PRP group
- Approval of scope of work with Government Financial Strategies, Inc., for the community committee meetings
- Memorandum of Understanding between Fountain Valley School District and Fountain Valley Education Association regarding education code 44977.5 “Baby Bonding”
- Approval of contract for delivery of automated email distribution of flyers between Fountain Valley School District and Peachjar, Inc.
- Approval of proposal letter with Cushman & Wakefield for appraisal services
- Special education settlement agreement
- Approval of contract between the Irvine Math Project (IMP) and Fountain Valley School District to provide support in the implementation of Common Core math standards in our middle schools
- Award the contract to Paragon Systems, Inc. In the amount of \$56,694.11 to install cat6 wiring in classrooms
- Award the contract to Datalink in the amount of \$320,750.94 to provide and mount wireless access points in classrooms
- Ratification of contracts for professional development services on Fountas & Pinnell reading assessments with trainers, Evan Grandon and Marcia Fries, at Gisler School
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Approach Learning and Assessment	\$ - 690.88	3/2/16-6/30/16
Educational Testing and Assessment, Inc.	\$5,000	7/1/15-6/30/16

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson School Facilities Engagement Committee, reviewed the process going on in building the FMP for the District, due to come to the Board for approval in June. He explained the need to continue to engage the community...all through

the month of May regarding the Facilities Master Plan. He stated that this will be a transparent and thoughtful effort which will allow the Board to hear interest of our community. April 27th sign ups close, first meeting May 2nd with additional meetings on May 11th, 16th and 23rd. Thanked the Board for allowing us to do this work through approval of contract with GFS last meeting. Commended Dr. McLaughlin and Dr. Hofer for their work on the LCAP and making this information digestible for all of us. Congratulated Ms. Adams and Mrs. Kajdasz, noting that they are leading Masuda at a great pace. Congratulated our 5 Gold Ribbon schools. Treasures by the Sea event, noting it was an amazing event happy to attend. District Art Show on April 19th, what will be an amazing event, and commended Mrs. Terich and Mrs. James for their efforts on this event. Dave Osborn and Tom Antal were announced as Outstanding Service Award recipients and will be honored at the May 5th meeting. He highlighted the amazing things that they do for our district and our great appreciation to them both. He highlighted as well the Taste of Fountain Valley coming up on April 23rd and encouraged our audience to attend. Lastly, he congratulated Mrs. Lisa Diecidue, Fountain Valley School District's Teacher of the Year for 2016, noting that she is a gifted educator. We are looking forward to honoring her at a future Board meeting in addition to honoring her with the OCDE in the Fall. In addition he noted his excitement for coming of TOSAs to our District, noting that while we can lead, when there are teachers leading with us it goes to another level. Thanked Board for approval this evening.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 8:40pm.

Second: Mrs. Crandall

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
May 5, 2016**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Infantino, Antonio	Transportation	Bus Driver	Medical	02/18/2016
2.1.2	Nguyen, Oai	District Office	Head Custodian	Medical	03/24/2016
2.1.3	Tague, Harmony	Plavan	ESP Lead Instructor	Maternity	04/04/2016
2.1.4	Wickman, Tamara	Tamura	ESP Instructor	Maternity	04/13/2016
2.1.5	Lucchese, Rina	Superintendent	Executive Assistant	Maternity	04/25/2016

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Palmer, Arik	Various Schools	Field Support/Help Desk Tech	04/18/2016

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Tenny, Nancy	Talbert	Food Service Worker	03/15/2016
2.3.2	Remillard, Roger	Oka	Head Custodian	06/30/2016

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

May 5, 2016

<i>INSTRUCTION</i>

3.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	BRIGNARDELLO, Leo (Fulton)	Sports Coach for boys track	\$250 stipend + benefits (per sport)	010232989-1115	2015-2016 school year
3.2	CURTIS, Matt (Fulton)	Sports Coach for boys track	\$250 stipend + benefits (per sport)	010232989-1115	2015-2016 school year
3.3	GAEBEL, Alyssa (Fulton)	Sports Coach for girls track	\$250 stipend + benefits (per sport)	010232989-1115	2015-2016 school year

4.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	CHOHAN, Marisa Orange Crescent School	Will provide services to students who reside in Fountain Valley and attend Orange Crescent School (Assessment & Accountability)	\$30.00/hour, not to exceed \$1,475 (49.16 hours)	010118055-5813	May 6 – June 30, 2016

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 5/5/2016

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
FULTON			
	Fulton PTA	\$3,573.52	Clubs, Coach & ASB Stipends
OKA			
	Oka PTO	\$ 11,269.31	32 Chromebooks, 1 Cart
	Target	\$700.00	Randi Hubbard - Kindergarten field trip to the Long Beach Aquarium
PLAVAN			
	Plavan PTO	\$1,000.00	Copier expenses-ink, paper, etc.
TAMURA			
	Tamura PTO	\$164.50	Kidney Table for SDC Class
	Tamura PTO	\$272.30	PE Equipment

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING MAY 5, 2016**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing
Warrant Numbers: 72510 - 72765
Dates: 3/30/2016 - 4/26/2016

Fund 01	General Fund	231,188.85
Fund 12	Child Development	18,934.92
Fund 13	Cafeteria	61,801.53
Fund 14	Deferred Maintenance	-
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	90,634.92
Fund 68	Worker Comp	71,658.69
Fund 69	Insurance	364,985.77
TOTAL		\$ 839,204.68

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/05/2016

FROM 04/06/2016 TO 04/25/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4255	GRUETT TREE COMPANY INC	3,150.00	3,150.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
J20M4256	GOLDEN STATE PAVING INC.	13,200.00	13,200.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4258	ARMOR FENCE CONCEPTS	3,470.00	3,470.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4286	GRAINGER INC.	693.37	693.37	012899390 4343	Gardening / Gardening Supplies
J20M4287	DIGITAL NETWORKS GROUP INC.	3,592.50	3,592.50	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
J20M4288	COMPONENTS CENTER	301.05	301.05	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4289	ARMOR FENCE CONCEPTS	1,970.00	1,970.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4290	TNR TECHNICAL INC.	1,723.14	1,723.14	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20R1373	BUREAU OF EDUCATION & RESEARCH	245.00	245.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
J20R1377	AMAZON.COM LLC	376.54	376.54	012334955 5899	Title III-LEP-Masuda / Other Operating Expenses
J20R1378	SCHOOLMASTERS	172.69	172.69	010144989 4310	Donations - Masuda / Instructional Supplies
J20R1393	AMAZON.COM LLC	178.18	178.18	012721010 4325	Sch Site Admin - Tamura / Office Supplies
J20R1394	AMAZON.COM LLC	116.52	116.52	010011089 4399	Donations - Tamura / Equipment Under \$500
J20R1397	STAPLES	108.00	108.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
J20R1398	SOUTHWEST SCHOOL AND OFFICE SU	432.00	432.00	012734040 4327	Health Supplies - Plavan / Health Supplies
J20R1399	SURPLUS TWO WAY RADIOS	140.24	140.24	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
J20R1402	SCHOOL NURSE SUPPLY INC	474.78	474.78	012732929 4327	Health Supplies - Fulton / Health Supplies
J20R1409	J TAYLOR EDUCATION INC.	451.44	451.44	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
J20R1410	LAKESHORE LEARNING MATERIALS	518.23	518.23	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
J20R1413	GST	3,902.39	3,902.39	010144949 4320	Sch Site Instr - Masuda / Computer Supplies
J20R1414	TEKNIQUE IT LLC	59.62	59.62	010144949 4320	Sch Site Instr - Masuda / Computer Supplies
J20R1415	LAB AIDS INC.	1,772.36	1,772.36	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20R1416	STAPLES	300.00	300.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
J20R1417	GUITAR CENTER INC.	111.46	111.46	010143889 4311	Donations - Talbert / Elective Supplies
J20R1418	CHIC PARTY RENTALS	1,437.05	1,437.05	010149380 5610	Promotion Activities / Outside Services - Rentals
J20R1421	GUITAR CENTER INC.	156.88	156.88	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
J20R1422	GUITAR CENTER INC.	187.48	187.48	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
J20R1423	LAKESHORE LEARNING MATERIALS	157.00	157.00	015511060 4310	Special Ed. - Tamura RSP / Instructional Supplies
J20R1429	APPLE COMPUTER ORDER DEPARTMEN	41.04	41.04	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
J20R1430	FRIES, MARCIA JEAN	600.00	600.00	011239275 5813	Common Core Implementation-Ins / Consultant
J20R1431	SEYCO-SCROLL SAW SPECIALISTS I	362.00	362.00	010142989 4399	Donations - Fulton / Equipment Under \$500
J20R1432	PENN STATE INDUSTRIES	346.76	346.76	010142989 4311	Donations - Fulton / Elective Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/05/2016

FROM 04/06/2016 TO 04/25/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R1433	GRANDON, EVAN KAME	600.00	600.00	011239275 5813	Common Core Implementation-Ins / Consultant
J20R1434	CRAFT SUPPLIES USA	481.09	481.09	010142989 4311	Donations - Fulton / Elective Supplies
J20R1436	OFFICE DEPOT	53.99	53.99	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
J20R1437	PEACHJAR, INC.	1,000.00	1,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
J20R1438	TEKNIQUE IT LLC	79.77	79.77	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
J20R1439	SMART & FINAL	162.00	162.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
J20R1440	ORANGE COUNTY DEPARTMENT OF ED	1,750.00	1,750.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
J20R1443	LAKESHORE LEARNING MATERIALS	550.62	550.62	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
J20R1447	BARNES AND NOBLE	455.29	455.29	010459275 4310	Student Achievement Suppl-Inst / Instructional Supplies
J20R1448	APPERSON INC.	890.00	890.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20R1449	CASBO	305.00	305.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
J20R1450	SCHOOL NURSE SUPPLY INC	297.04	297.04	012734949 4327	Health Supplies - Masuda / Health Supplies
J20R1452	CUSHMAN & WAKEFIELD OF CA INC.	2,500.00	2,500.00	018729380 5899	Facilities Lease Maintenance / Other Operating Expenses
J20R1453	FLINN SCIENTIFIC	282.27	282.27	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20R1457	AMAZON.COM LLC	104.19	104.19	012109078 4320	Tech/Media Office Operation / Computer Supplies
J20R1458	REGENTS OF THE UNIVERSITY OF C	16,775.00	16,775.00	011239275 5813	Common Core Implementation-Ins / Consultant
J20R1459	CELEBRATIONS PARTY RENTALS	2,632.56	2,632.56	010149380 5610	Promotion Activities / Outside Services - Rentals
J20R1465	CASIO AMERICA, INC.	165.51	165.51	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
J20R1466	AMAZON.COM LLC	92.50	92.50	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
J20R1468	GOPHER SPORTS EQUIPMENT	170.70	170.70	015619860 4310	Special Ed. - DIS--APE / Instructional Supplies
J20R1477	BEST BUY GOV LLC	294.99	294.99	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20R1482	REMEDIA PUBLICATIONS	173.81	173.81	015513260 4310	Special Ed. - Cox RSP / Instructional Supplies
J20R1487	CERTIFIED TRANSPORTATION BUS C	1,734.72	1,734.72	012539962 5811	Tobacco-Use-OCDE Instructional / Transportation Outside Age
J20R1495	SCHOOL HOUSE GLOBAL	172.58	172.58	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20S8048	EMPIRE CLEANING SUPPLY	4,299.48	4,299.48	011000000 9320	Revenue Limit - State Revenues / STORES
J20S8049	GRAINGER INC.	48.47	48.47	011000000 9320	Revenue Limit - State Revenues / STORES
J20S8050	WAXIE	605.23	605.23	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		77,424.53	77,424.53		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/05/2016

FROM 04/06/2016 TO 04/25/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R1381	TOYS R US	54.00	54.00	120016098 4310	Extended School Instructional / Instructional Supplies
J20R1385	STAPLES	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
J20R1386	TOYS R US	756.00	756.00	120016098 4310	Extended School Instructional / Instructional Supplies
J20R1388	BIG AIR TRAMPLINE PARK	945.00	945.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1390	HARBOR BREEZE CORPORATION	648.00	648.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1392	GET AIR SURF CITY	432.00	432.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1403	LENOVO (UNITED STATES) INC.	3,771.32	3,771.32	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
J20R1405	CDWG	412.39	412.39	120016198 4310	State Preschool Instructional / Instructional Supplies
J20R1419	SOFTERWARE	518.40	518.40	120336098 4325	Extended School Administration / Office Supplies
J20R1424	E3 AUDIOMETRICS	3,839.40	3,839.40	120279275 4410	School Readiness Init Instr / Fixed Assets \$500-\$5000
J20R1426	ROCK CITY CLIMBING GYM	648.00	648.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1428	EXPLOROCEAN	648.00	648.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1441	LAKESHORE LEARNING MATERIALS	86.40	86.40	120016198 4310	State Preschool Instructional / Instructional Supplies
J20R1464	BEST BUY GOV LLC	651.23	651.23	120016198 4440	State Preschool Instructional / RPLC Equip \$500-\$5000
J20R1486	MINDWARE	216.00	216.00	120016098 4310	Extended School Instructional / Instructional Supplies
P20ER071	ORIENTAL TRADING COMPANY	216.00	216.00	120016098 4310	Extended School Instructional / Instructional Supplies
P20ER072	DISCOUNT SCHOOL SUPPLY	270.00	270.00	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:		14,220.14	14,220.14		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/05/2016

FROM 04/06/2016 TO 04/25/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4257	PRECISION FLOOR COVERING INC.	2,647.00	2,647.00	402869380 6210	Spec Res Maintenance Services / Carpet Building Improvement
J20M4283	CRANDALL'S PLUMBING INC.	625.00	625.00	402998990 5645	Moiola Improvement Projects / Outside Srvs-Repairs & Mainte
J20R1408	SAMS CLUB	500.00	500.00	404859390 4325	Air Quality/Climate,Facilities / Office Supplies
Fund 40 Total:		3,772.00	3,772.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/05/2016

FROM 04/06/2016 TO 04/25/2016

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			95,416.67		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/05/2016

FRO 04/06/2016 TO 04/25/2016

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4012	GRAINGER INC.	12,500.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4014	HOME DEPOT	16,500.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
Fund 01 Total:			+3,000.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/05/2016

FRO 04/06/2016 TO 04/25/2016

<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>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Account Amount:			+3,000.00		
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FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2016 43

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	22,750.00	13,103.00
1900	OTHER CERTIFICATED	818.00	
3101	STRS-CERTIFICATED POSITIONS	1,271.00	78.00
3313	MEDICARE-CERTIFICATED	165.00	12.00
3501	SUI-CERTIFICATED	6.00	
3601	WORKERS'COMP-CERTIFICATED	265.00	21.00
4200	BOOKS OTHER THAN TEXTBOOKS		37.00
4300	MATERIALS & SUPPLIES		9,864.00
4400	NONCAPITALIZATION EQUIPMENT		1,941.00
5600	RENTAL,LEASE,REPAIR & NON CAP		4,974.00
5800	PROF/CONS SERV & OPER EXPENSE	8,167.00	22,904.00
7350	TRANSFER INDIRECT COST IFT	567.00	
8200	FEDERAL INCOME	284,840.00	
8500	STATE INCOME		4.00
8600	LOCAL INCOME	4,465.00	27,891.00
9740	RESTRICTED BALANCE	284,840.00	3,699.00
9780	OTHER ASSIGNMENTS		50.00
9790	UNASSIGNED/UNAPPROPRIATED		756.00
Subfund Total:		608,154.00	85,334.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, May 5, 2016.

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

2016 44

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>
5800	PROF/CONS SERV & OPER EXPENSE		29,326.00
7350	TRANSFER INDIRECT COST IFT		567.00
8500	STATE INCOME		15,893.00
8600	LOCAL INCOME		14,000.00
Subfund Total:		0.00	59,786.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, May 5, 2016.

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 #:

Transfer of Funds

2016 42

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

Fund: 0101 GENERAL FUND

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
1100	TEACHERS' SALARIES		13,794.00
2200	CLASSIFIED SUPPORT		12.00
2400	CLERICAL & OFFICE SALARIES		184.00
3101	STRS-CERTIFICATED POSITIONS		1,243.00
3202	PERS-CLASSIFIED		23.00
3313	MEDICARE-CERTIFICATED		201.00
3314	MEDICARE-CLASSIFIED		4.00
3353	ARP-CERTIFICATED		13.00
3356	OASDI-CLASSIFIED		11.00
3501	SUI-CERTIFICATED		8.00
3502	SUI-CLASSIFIED		2.00
3601	WORKERS'COMP-CERTIFICATED		323.00
3602	WORKERS'COMP-CLASSIFIED		5.00
4300	MATERIALS & SUPPLIES	22,775.00	60,860.00
4400	NONCAPITALIZATION EQUIPMENT	1,258.00	8,037.00
5200	TRAVEL & CONFERENCES		1,945.00
5600	RENTAL,LEASE,REPAIR & NON CAP	903.00	1,159.00
5800	PROF/CONS SERV & OPER EXPENSE	64,421.00	1,468.00
9790	UNASSIGNED/UNAPPROPRIATED		65.00
Subfund Total:		89,357.00	89,357.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, May 5, 2016.

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 School District

10055 Slater Avenue, Fountain Valley, CA 92708 (714) 843-3228 www.fvsd.us

MEMORANDUM

TO: Mark Johnson, Superintendent

FROM: Cathie Abdel, Asst. Superintendent, Personnel

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS – ELIMINATION OF POSITIONS

DATE: April 25, 2016

BACKGROUND

As a result of a review of staffing in the Special Education department, as well as student changes for next school year, there are two classified positions recommended for elimination.

First, the district's autism program is transitioning away from the Discrete Trial Training (DTT) program model to support students with autism. Previously, students were removed from the classroom and provided one-on-one DTT – a model widely used throughout the state in the late 1990's and early 2000's. Now, however, more evidence supports embedded Applied Behavior Analysis autism programs within the classroom itself. FVSD, in conjunction with the WOCCE SELPA, will be disbanding the autism center at Newland and shifting our resources to support students within their classroom environment. This model allows students to receive the needed behavioral training within the classroom and allows students to learn how to learn at a young age. Hopefully this will prevent their long-term dependence upon separate pull-out services that keep them out of instruction. With this restructuring, the classified office position overseeing the autism center at Newland will no longer be needed. The title of this classification is Autism Office Assistant.

In addition, during the fall of this 2015-16 school year, Courreges School had one 5th grade classroom increase in size to 34 students. As required in the FVEA contract, an "overenrollment aide" was hired to provide support. Since it is not known whether extra staffing hours are needed next fall, it is recommended that the position be eliminated.

Notice to the persons serving in the positions affected by this layoff shall be in accordance with Education Code 45117, Article XI, Section 2.A. of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACTS

The following classified positions shall be eliminated following the required 60 day notice (as of July 7, 2016):

<u>Classification</u>	<u>Work site</u>	<u>Hours/week</u>
Autism Office Assistant	Newland	35
Instructional Assistant	Courreges	10

RECOMMENDATION

It is recommended that the Board of Trustees eliminate the positions so designated on the effective date listed above.

Approved:

Mark Johnson, Superintendent

Date

C: Ross Hessler, Director, Human Resources



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Student Accident Insurance – 2016/17**
DATE: April 27, 2016

Background:

School districts do not provide medical/dental insurance coverage for students who are accidentally injured at school. Districts may, however, approve the selection of an insurance company to distribute information to parents regarding a student accident insurance plan for parent election, on a voluntary basis, and at parent cost. While rates are somewhat similar between companies, BCS Insurance Company, administered by Meyers-Stevens & Toohey & Company, Inc., offers a low-cost plan which appears to provide the most extensive coverage.

Insurance coverage is required for all sports and extracurricular activities such as cheerleading and band. The coverage provided by the above policy meets this requirement.

Fiscal Impact:

There is no cost to the District, as coverage and fees are voluntarily elected and paid for by parents.

Recommendation:

It is recommended that the Board of Trustees approve the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2016/2017 school year.



SO 15-16/B16-48
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT
WITH CONNER BROWN FOR THE DEVELOPMENT AND
PRODUCTION OF DISTRICT VIDEOS**
DATE: April 29, 2016

Fountain Valley School District plans to create District videos to be used for selected Social Media services. The production of 4 separate videos, each one 1-2 minutes in length interviewing different people of different ages in the community. Each video will cost \$400 and payment will be due on completion of each video.

An additional 10 videos will be produced upon request, each one 3-4 minutes in length, covering an individual school in the district and highlighting its strengths. Each video will cost \$1,000 and payment will be due on completion of each video.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Independent Contractor agreement with Conner Brown for the development and production of District videos.

CONNER BROWN PRODUCTIONS

VIDEO PRODUCTION AGREEMENT

This Video Production Agreement (“Agreement”), is made and entered into as of April 13th, 2016 by and between Conner Brown Productions, a sole proprietor (“CBP”), and Fountain Valley School district. (“Client”).

WHEREAS, the Client desires to retain the services of CBP as an independent contractor to perform certain social media related services for the Client, and CBP is willing to provide such services to Client on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Client and CBP agree as follows:

1. Engagement. Client hereby engages the services of CBP and CBP hereby accepts such engagement subject to the terms and conditions contained in this Agreement. CBP and Client agree that for all purposes CBP shall be deemed an independent contractor, and will not under any circumstances be deemed an employee of the Client. CBP and the Client do not intend by this Agreement to create a joint venture or partnership or other such relationship between them. CBP may engage in work for others during the term of this Agreement provided that (a) such work does not cause CBP to be in violation of any terms of this Agreement, and (b) such work does not interfere with the work to be performed under this Agreement. CBP may, at CBP's discretion and expense, employ the services of third persons to assist CBP in the performance of services for Client under this Agreement.
2. Scope. Unless otherwise separately agreed in writing, the scope of CBP's services under this Agreement are limited only to the selected Social Media services indicated on Exhibit A attached hereto, and are limited only to such services that directly relate to the Social Media for the Client. CBP's services under this Agreement do not extend to any persons or entities other than Client. If CBP is requested by Client to perform services for or on behalf of any persons or entities other than Client, or if CBP is requested to perform additional services for Client other than those set forth in the attached Rate Sheet, then a separate written agreement will be required.
3. Term. This Agreement is effective upon execution and shall continue in effect until terminated at will by either party.
4. Services, Pricing and Payment: During the term of this Agreement, CBP will perform the services set forth on Exhibit A attached to this Agreement. The pricing for such services is also set forth in Exhibit A. In general, CBP will invoice Client on a monthly basis for ongoing maintenance services, or upon completion of work for project services, and invoices will be sent by email to Client. Payment is due within 10 days after invoicing. All payments to CBP under

this Agreement shall be made payable to "CONNER BROWN" and shall be mailed to 12100 Montecito Rd. #64 Los Alamitos, CA 90720. CBP's Employer Identification Number is 81-2106117. Alternate forms of payment, such as by credit card, are available on request.

5. Expenses. Client agrees to reimburse CBP for any expense incurred by CBP in the course of performing any services under this Agreement, provided CBP has obtained the advance written consent (by email or otherwise) of Client for such expense, and CBP provides relevant documentation substantiating the expense as Client may reasonably require. If an expense is not authorized by Client, Client is not obligated to pay for it.

6. Termination. This Agreement may be terminated by either Client or CBP, at any time and for any reason or no reason, with or without cause, by providing written notice of such termination by one to the other. Upon such termination, CBP's obligation to provide services will cease and CBP will provide a final invoice, and Client will promptly pay, within twenty (20) days of the invoice date, all amounts owed to CBP for services rendered prior to termination.

7. Notice. Any notice under this Agreement will be deemed given upon delivery if personally delivered, or forty-eight (48) hours after it is deposited in the United States mail, postage prepaid, return receipt requested, or by e-mail upon telephone confirmation of receipt. Unless different contact information shall have been provided in writing after this Agreement is executed, the contact information for Client and CBP under this Agreement is as follows:

CBP:

Conner Brown Productions
12100 Montecito Rd. #64
Los Alamitos, CA 90720
(562) 212-7178
E-mail: conner@connerbrown.video

CLIENT:

Name: Fountain Valley School District
Address: 10055 Slater Avenue, Fountain Valley, CA 92708

Phone: (714) 843-3200

Fax: _____

E-mail:

8. Confidentiality. "Confidential Information" means information in any form, not generally known to the public, disclosed to or acquired by CBP directly or indirectly from the Client or any clients, customers, business partners or affiliates of the Client during the term of this Agreement. CBP agrees to not, at any time, disclose any Confidential Information to any person not an

employee or recognized agent of the Client or an employee or agent of CBP, nor will CBP use or allow the use of Confidential Information for any purpose other than as necessary to perform services under this Agreement. Further, CBP agrees to not, at any time, or in any way, take or reproduce Confidential Information unless required by the Client for CBP to perform services hereunder. Upon termination of this Agreement CBP shall return to the Client all Confidential Information in the possession or control of CBP.

9. Work Made for Hire. CBP hereby acknowledges and agrees that all original works which are or shall be created by CBP for Client, solely or jointly with others, during the term of or within the scope of the engagement under this Agreement, whether protectable by copyright or patent, are/shall be “works made for hire” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall be owned exclusively by the Client. CBP shall promptly disclose to the Client, shall hold in trust for the sole right and benefit of the Client, and shall assign to the Client all right, title and interest in and to, such works of authorship, inventions, developments, improvements, or trade secrets, including computer code. CBP hereby agrees to timely and fully cooperate with the Client, at no cost to CBP, to protect such works under applicable foreign and domestic patent and copyright laws, and from unauthorized use by third parties.

10. Severability. If any provisions of this Agreement is found to be prohibited by law or otherwise held invalid, this Agreement shall be ineffective only to the extent of such prohibition or invalidity, which shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement.

11. Governing Law. This Agreement is being executed and delivered and is intended to be performed in the State of California and shall be governed by and construed in accordance with the laws of said State.

12. Attorney Fees. In any action or proceeding to interpret or enforce the terms of this Agreement, the party prevailing in such action or proceeding shall be entitled to recover its reasonable attorney fees from the non-prevailing party, as may be awarded by the court.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof.

///

14. Counterparts. This Agreement may be executed in counterpart, and such counterparts shall together be considered one and the same agreement. The signatures on this Agreement, when exchanged by fax or email, shall be deemed valid for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers or agents as of the day and date first above written.

“CBP”

Conner Brown Productions
a sole proprietorship

By: Conner Brown Title: Founder

“CLIENT”

By: Title:

EXHIBIT A

The production of 4 separate videos, each one 1-2 minutes in length interviewing different people of different ages in the community. Each video will cost \$400 and payment will be due on completion of each video.

An additional 10 videos will be produced upon request, each one 3-4 minutes in length, covering an individual school in the district and highlighting its strengths. Each video will cost \$1,000 and payment will be due on completion of each video.



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Memorandum of Understanding between FVSD and FVEA regarding Intervention Teachers**
DATE: April 29, 2016

Background:

On Wednesday, April 20, 2016, the Fountain Valley School District and the Fountain Valley Education Association entered into a Memorandum of Understanding that establishes terms and conditions for the hiring of limited term, temporary Intervention Teachers.

Fiscal Impact:

The fiscal impact will be determined upon the number of Intervention Teachers the district hires. The current negotiated hourly extra duty rate of pay for 2015-2016 is \$29.06 an hour.

Recommendation:

It is recommended that the Board of Trustees approves the Memorandum of Understanding regarding Intervention Teachers for the 2015-2016 and 2016-2017 school years.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FOUNTAIN VALLEY SCHOOL DISTRICT
AND THE FOUNTAIN VALLEY EDUCATION ASSOCIATION
CONCERNING INTERVENTION TEACHERS

WHEREAS, the Fountain Valley School District ("District") and the Fountain Valley Education Association ("Association") are parties to a collective bargaining agreement ("Agreement") that establishes terms and conditions of employment for unit members;

WHEREAS, the District and the Association acknowledge that the District from time to time provides "intervention instruction" to students in addition to their regular classroom enrollment;

WHEREAS, the District and the Association recognize that such service of a limited term temporary basis, is not equivalent to, and does not replace regular classroom instruction;

NOW, THEREFORE, it is agreed as follows:

1. "Intervention teachers" will provide intervention instruction services on a temporary basis and shall be compensated at the current negotiated additional hourly extra duty rate of pay.
2. Intervention teachers, except those teachers who are already members of the bargaining unit by virtue of their inclusion under Article V, Article A, "Membership", shall be considered as "casual or limited term temporary personnel"
3. Service as an intervention teacher shall not be credited for the purpose of salary advancement, seniority, health benefit eligibility, or any other measure of service under the Agreement.
4. This Memorandum of Understanding shall expire of its own terms on June 30, 2017, and thereafter shall be of no further force or effect unless extended by the written agreement of the parties.
5. This Memorandum of Understanding shall not affect any other provision of the parties' collective bargaining agreement, nor shall any other subject or matter covered by the parties' agreement become open to negotiation as a result of this Memorandum of Understanding.
6. This Memorandum of Understanding shall not establish a precedent for negotiation of any other policy or subject.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

FOUNTAIN VALLEY EDUCATION
ASSOCIATION

Christine Carrasco 4-20-16
Christine Carrasco Date
FVEA President

FOUNTAIN VALLEY SCHOOL
DISTRICT

Cathie Abdel 4/20/16
Cathie Abdel Date
Assistant Superintendent
Personnel

4/20/2016



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE AMENDMENT # 2 INTERNET ACCESS AGREEMENT
WITH THE ORANGE COUNTY DEPARTMENT OF EDUCATION**
DATE: April 29, 2016

Background:

Annually, the District signs an Internet Access Agreement with the Orange County Department of Education (OCDE) to provide internet access to the District. The agreement is valid for one year. This amendment extends the original contract, signed in 2015, through June 30, 2017.

Fiscal Impact:

This contract has no fiscal impact on Fountain Valley School District.

Recommendation:

It is recommended that the Board of Trustees approves Amendment #2, Internet Access Agreement with the Orange County Department of Education.

ORANGE COUNTY DEPARTMENT OF EDUCATION
BUSINESS DIVISION
CONTRACTS UNIT
200 Kalmus Drive, P. O. Box 9050
Costa Mesa, California 92628-9050

To: Fountain Valley School District
Attn: Parham Sadeghi

From: Maggie Solorzano

Re: **Amendment #2** to **Internet Network Support** Services Agreement
Agreement Number: **40342**

Fiscal Year 2014 – 2017

Date: April 21, 2016

Enclosed are two (2) Agreements for signature. Please have an **authorized signer for the District** sign both Agreements and return one (1) original to my attention by district mail.

Courier Service: Maggie Solorzano
OCDE
Kalmus A-1116

Thank you for your assistance in this matter.

Maggie Solorzano
Contracts Department
Phone: (714) 966-4449
Email: msolorzano@ocde.us

If you should have any questions, please contact me.

2 AMENDMENT #2
3 INTERNET ACCESS AGREEMENT
4 FOUNTAIN VALLEY SCHOOL DISTRICT

5 The Internet Access Agreement, hereinafter referred to as
6 Agreement, entered into by and between the Orange County
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California
8 92626, hereinafter referred to as SUPERINTENDENT, and Fountain
9 Valley School District, 10055 Slater Avenue, Fountain Valley,
10 California 92708, hereinafter referred to as DISTRICT, last amended
11 on January 27, 2015, is hereby further amended as follows:

12 1.0 Section 2.0 TERM shall be amended to read as follows: This
13 Agreement shall be in full force and effect for the period
14 commencing July 1, 2014, and ending on June 30, 2017, subject to
15 termination as set forth in this Agreement.

16 2.0 Except as expressly herein amended, said Agreement shall in all
17 respects be and remain in full force and effect.

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

19 DISTRICT: FOUNTAIN VALLEY SCHOOL
20 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

21 BY: _____
22 Authorized Signature

23 BY: Patricia McCaughey
24 Authorized Signature

25 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 18, 2016



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Parham Sadegh, IT Supervisor
SUBJECT: **APPROVE THE 2016-2017 NETWORK SUPPORT SERVICES
AGREEMENT WITH THE ORANGE COUNTY DEPARTMENT OF
EDUCATION IN THE AMOUNT OF \$2,000**
DATE: April 29, 2016

Background:

The Orange County Department of Education (OCDE) provides Internet Access to The Fountain Valley School District through a dedicated fiber optic circuit. OCDE charges \$2000 per year to provide network management and monitoring services for this circuit. The monitoring services include, access to a web-based dashboard, outage notification and technical support.

Fiscal Impact:

OCDE is increasing data circuit network management services cost from \$1,700 to \$2,000 annually.

Recommendation:

It is recommended that the Board of Trustees approves the 2016-2017 Network Support Services Agreement with OCDE in the amount of \$2,000.



ORANGE COUNTY DEPARTMENT OF EDUCATION
Division of Administrative Services
Contracts Department
P. O. Box 9050
Costa Mesa, California 92628-9050

April 18, 2016

To: Fountain Valley School District
Attn: Parham Sadeghi
BOX 20

Re: **Network Support Services Agreement**
Agreement Number **42914**

Enclosed are two (2) Agreements signed on behalf of the Orange County Superintendent of Schools. Please have an **authorized signer for your District** sign the enclosed Agreements, and return one (1) Agreement to my attention by district mail:

Maggie Solorzano
OCDE
Contracts Department
Mail Stop: Kalmus/A-1116

Thank you for your assistance in this matter.

Maggie Solorzano
Contracts Department
Phone: (714) 966-4449
Email: Msolorzano@ocde.us

2 2016-2017
3 NETWORK SUPPORT SERVICES AGREEMENT
4 FOUNTAIN VALLEY SCHOOL DISTRICT

5 This Network Support Services Agreement is hereby entered
6 into this 12th day of April, 2016, by and between the Orange County
7 Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California
8 92626, hereinafter referred to as SUPERINTEDENT, and Fountain Valley
9 School District, 10055 Slater Avenue, Fountain Valley, California
10 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and
11 DISTRICT shall be collectively referred to as the Parties.

12 Now, THEREFORE, the Parties hereto mutually agree as
13 follows:

14 1.0 BASIS OF AGREEMENT. Provide network support services for data
15 connectivity and support to school districts within Orange
16 County in accordance with the terms and conditions set forth
17 in this AGREEMENT.

18 2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT
19 access to applications via the SUPERINTENDENT'S network
20 utilized by the SUPERINTENDENT. Applications services shall
21 include access to the following:

- 22 1. Payroll Services
- 23 2. Financial (Separate contract required)
- 24 3. Human Resources (Separate contract required)
- 25 4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)
6. Data Center Site Services (Separate contract required)

1 7. Cloud Storage

2 8. Email Archiving

3 3.0 TERM. This AGREEMENT shall be in full force and effect for
4 the period commencing July 1, 2016, and ending on June 30, 2017,
5 subject to termination as set forth in this AGREEMENT.

6 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTEDENT for services
7 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
8 not to exceed Two thousand dollars (\$2,000.00). The charges are
9 based on the actual expenses incurred by SUPERINTENDENT in
10 supporting the connectivity between DISTRICT and SUPERINTENDENT
11 through the telephone companies, Internet service providers, and
12 vendors providing equipment, lines and services. DISTRICT shall be
13 notified in writing of any increase in charges incurred by
14 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay
15 SUPERINTENDENT the actual charges within thirty (30) days upon
16 receipt of an itemized invoice in triplicate from the
17 SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<u>ANNUAL FEES</u>		
1.	<u>\$ 2,000.00</u>	Annual data circuit network management.
2.	<u>\$ 0.00</u>	Cloud Storage
3.	<u>\$ 0.00</u>	Email archiving/storage per terabyte.
4.	<u>\$ 0.00</u>	Email archiving/administration per terabyte
TOTAL FEES:		<u>\$ 2,000.00</u>

24 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
25 technical support and assistance on SUPERINTENDENT'S Network between

1 the DISTRICT and SUPERINTENDENT, provided however, that the
2 availability or performance of this technical support service shall
3 not be construed as altering or affecting SUPERINTENDENT'S
4 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
5 technical support via telephone shall be provided to DISTRICT
6 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
7 excluding SUPERINTENDENT'S holidays.

8 6.0 TRAINING. SUPERINTENDENT will provide, at no additional
9 charge, such assistance and advice, if requested, as may be
10 necessary to assist DISTRICT personnel in the use and operation of
11 the equipment installed by SUPERINTENDENT to enable DISTRICT to make
12 optimum use of the network services Monday through Friday from 7:00
13 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTEDEMENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT's general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
4 AGREEMENT or the performance of any of the services set forth in
5 this AGREEMENT without prior written approval of the non-assigning
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT. Failure to abide with conditions of this policy
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after
22 deposit in any U.S. Post Office. The address to which notices or
23 demands may be given by either party may be changed by written
24 notice given in accordance with the notice provisions of this
25 section. As of the date of this AGREEMENT the addresses of the
parties are as follows:

1 DISTRICT: Fountain Valley School District
2 10055 Slater Avenue
3 Fountain Valley, California 92708
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 Costa Mesa, California 92626
8 Attn: Patricia McCaughey

9 15.0 SEVERABILITY. If any term, condition or provision of this
10 AGREEMENT is held by a court of competent jurisdiction to be
11 invalid, void, or unenforceable, the remaining provisions will
12 nevertheless continue in full force and effect and shall not be
13 affected, impaired or invalidated in any way.

14 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
15 shall be governed by the laws of the State of California, with venue
16 in Orange County, California.

17 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
18 attached hereto constitute the entire AGREEMENT between
19 SUPERINTENDENT and DISTRICT regarding the services and any agreement
20 made shall be ineffective to modify this AGREEMENT in whole or in
21 part unless such agreement is embodied in an Amendment to this
22 AGREEMENT which has been signed by both Parties. This AGREEMENT
23 supersedes all prior negotiations, understandings, representations
24 and agreements.

25 ///

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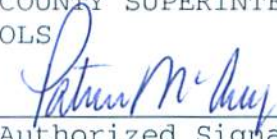
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IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: 
Authorized Signature

PRINT NAME: _____

PRINT NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: April 12, 2016

FVSD-NetworkSupportServices-Intranet-(42914)17
Zip4/mls

Internet Usage Dashboard

Snapshot taken at 8:44 AM on 4/26/2016





Fountain Valley School District
Instruction Department

MEMORANDUM

TO: Board of Trustees
FROM: Julianne Hoefer, Director Assessment & Accountability
SUBJECT: **CONTRACT FOR TITLE I PRIVATE SCHOOL SERVICES –
MARISA CHOCHAN**
DATE: April 29, 2016

Background:

The Federal Elementary and Secondary Education Act (ESEA) mandates districts that receive Title I funding must make those funds available to not-for-profit private schools who serve students that live within the district boundary. In FVSD this means that any student who resides in the Cox, Masuda, Oka, or Plavan area, qualifies as low income, and attends a not-for-profit private school may have funds directed to that school to support his/her achievement. The amount of funding is based on the per pupil Title I allocation and is the same as that allocated to Title I students served within FVSD. For the 2015/16 school year, the per pupil allocation is \$368.69.

During the outreach process, Orange Crescent School decided to participate in the FVSD Title I program. Through the survey process, four students were identified as eligible. The independent contractor, Marisa Chohan, will provide non-secular intervention instructional services in English language arts and math to target students.

Fiscal Impact:

The services rendered will not exceed \$1,475 and have been accounted for in the existing Title I budget. This allocation is based on the per pupil allocation for each of the four students.

Recommendation:

It is recommended that the Board of Trustees approve the Contract for Title I Private School Services.

CONSULTING AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 6 DAY OF May, 2016 BETWEEN Marisa Chohan, HEREINAFTER REFERRED TO AS "CONSULTANT" AND THE FOUNTAIN VALLEY SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS "DISTRICT".

WHEREAS, THE DISTRICT IS IN NEED OF SPECIAL SERVICES AND ADVICE IN FINANCIAL, ECONOMIC, ACCOUNTING, ENGINEERING OR ADMINISTRATIVE MATTERS; AND

WHEREAS, SUCH SERVICES AND ADVICE ARE NOT AVAILABLE AT NO COST FROM PUBLIC AGENCIES; AND

WHEREAS, CONSULTANT IS SPECIALLY TRAINED, EXPERIENCE AND COMPETENT TO PROVIDE THE SPECIAL SERVICES AND ADVICE REQUIRED; AND

WHEREAS, SUCH SERVICES ARE NEEDED ON A LIMITED BASIS:

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SERVICES TO BE PROVIDED BY CONSULTANT:

To provide services to students who reside in Fountain Valley School District (Cox, Masuda, Oka, or Plavan attendance areas) and attend Orange Crescent School.

2. THE CONSULTANT WILL COMMENCE PROVIDING SERVICES UNDER THIS AGREEMENT ON May 6, 2016 AND WILL DILIGENTLY PERFORM AS REQUIRED AND COMPLETE PERFORMANCE BY June 30, 2016. THE CONSULTANT WILL PERFORM SAID SERVICES AS AN INDEPENDENT CALLING AND NOT AS AN EMPLOYEE OF THE DISTRICT. CONSULTANT SHALL BE UNDER THE CONTROL OF THE DISTRICT AS TO THE RESULT TO BE ACCOMPLISHED AND NOT AS TO THE MEANS OR MANNER BY WHICH SUCH RESULT IS TO BE ACCOMPLISHED.

3. THE DISTRICT WILL PREPARE AND FURNISH TO THE CONSULTANT UPON REQUEST SUCH INFORMATION AS IS REASONABLY NECESSARY TO THE PERFORMANCE OF THE CONSULTANT TO THIS AGREEMENT.

4. THE DISTRICT SHALL PAY THE CONSULTANT \$30.00/hour ~~PER DAY FOR XXXXX DAYS~~ FOR A TOTAL CONTRACT PRICE ~~OF~~ not to exceed \$1,475.00 (49.16 hrs) (\$ 1,475.00) FOR SERVICES RENDERED PURSUANT TO THIS AGREEMENT.

5. THE DISTRICT MAY AT ANY TIME FOR ANY REASON TERMINATE THIS AGREEMENT AND COMPENSATE CONSULTANT ONLY FOR SERVICES RENDERED TO THE DATE OF TERMINATION. WRITTEN NOTICE BY THE DISTRICT SUPERINTENDENT SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF SERVICES BY CONSULTANT. THE NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED OR NO LATER THAN THREE (3) DAYS AFTER THE DAY OF MAILING, WHICHEVER IS SOONER.

6. CONSULTANT AGREES TO AND SHALL HOLD HARMLESS AND INDEMNIFY THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM EVERY CLAIM OR DEMAND MADE AND EVERY LIABILITY OR LOSS, DAMAGE OR EXPENSE OF ANY NATURE WHATSOEVER, WHICH MAY BE INCURRED BY REASON OF: (A) LIABILITY FOR DAMAGES FOR DEATH OR BODILY INJURY TO PERSON, INJURY TO PROPERTY, OR ANY OTHER LOSS, DAMAGE OR EXPENSE SUSTAINED BY THE CONSULTANT OR ANY PERSON, FIRM OR CORPORATION EMPLOYED BY THE CONSULTANT UPON OR IN CONNECTION WITH THE SERVICES CALLED FOR IN THIS AGREEMENT EXCEPT FOR LIABILITY FOR DAMAGES REFERRED TO ABOVE WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS; (B) ANY INJURY TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSONS, FIRM OR CORPORATION, INCLUDING THE DISTRICT, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES COVERED BY THIS AGREEMENT, WHETHER SAID INJURY OR DAMAGE OCCURS EITHER ON OR OFF SCHOOL DISTRICT PROPERTY, EXCEPT FOR LIABILITY FOR DAMAGES WHICH RESULT FROM THE SOLE NEGLIGENCE OR WILLFULL MISCONDUCT OF THE DISTRICT, ITS OFFICERS, EMPLOYEES OR AGENTS. THE CONSULTANT, AT CONSULTANT'S EXPENSE, COST AND RISK, SHALL DEFEND ANY AND ALL ACTIONS, SUITS OR OTHER PROCEEDING THAT MAY BE BROUGHT OR INSTITUTED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES ON ANY SUCH CLAIM, DEMAND OR LIABILITY AND SHALL PAY OR SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, ITS OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION, SUIT OR OTHER PROCEEDINGS AS A RESULT THEREOF.

7. THIS AGREEMENT IS NOT ASSIGNABLE WITHOUT WRITTEN CONSENT OF THE PARTIES HERETO.

8. CONSULTANT SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES INCLUDING WORKER'S COMPENSATION.

9. CONSULTANT, IF AN EMPLOYEE OF ANOTHER PUBLIC AGENCY, CERTIFIES THAT CONSULTANT WILL NOT RECEIVE SALARY OR REMUNERATION, OTHER THAN VACATION PAY, AS AN EMPLOYEE OF ANOTHER PUBLIC AGENCY FOR THE ACTUAL TIME IN WHICH SERVICES ARE ACTUALLY BEING PERFORMED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED.

(MUST BE SIGNED PRIOR TO DISTRICT SIGNATURE)
CONSULTANT:

(CONSULTANT SIGNATURE)

(ADDRESS)

(CITY, STATE, ZIP CODE)

(DATE)

(BOARD APPROVAL REQUIRED PRIOR TO SIGNATURE)

FOUNTAIN VALLEY SCHOOL DISTRICT:

BY

DIRECTOR, BUSINESS SERVICES

(DATE)

(DATE OF BOARD APPROVAL)

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DIVISION
MEMORANDUM**

To: Mark Johnson, Superintendent

From: Cathie Abdel, Assistant Superintendent, Personnel

CA

**Re: Approval of Retainer Agreement/Margaret Chidester Attorneys at Law
2016-2017 School years.**

Date: April 27, 2016

Background

Margaret Chidester serves as the District's legal counsel in matters dealing with personnel, collective bargaining and general law. Mrs. Margaret Chidester is the principal attorney in a medium sized firm and makes herself available to the district personally. She has been very reliable as have been her associates and staff during the long standing relationship with the district.

The agreement with Margaret Chidester Attorneys at Law is attached for consideration for approval through the 2016-2017 school year. For 2016-2017 the agreement contains no hourly rate increase. **Partners- \$275.00, Senior Associates: \$260, Other Associates: \$240.00, and for Law Clerks/Paralegals: \$115.00**

Recommendation

It is recommended that the Board of Trustees accept and approve the retainer agreement with Margaret Chidester Attorneys at Law.

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

THIS AGREEMENT is made and entered into effective July 1, 2016 by and between the FOUNTAIN VALLEY SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

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

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

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

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

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

administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings as necessary and requested.

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

2. **Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference.

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

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

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 45 days of the date issued shall incur a late charge of 1.5% per month.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The

District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

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

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

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

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

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

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

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

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

8. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to two (2) years. If the District does not request delivery of the file before the end of the two (2) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

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

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

11. Insurance. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to

protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

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

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

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

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

16. **Term.** This Agreement is effective July 1, 2016. It may be extended or modified by mutual agreement.

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

FOUNTAIN VALLEY SCHOOL DISTRICT

Date: 4/27, 2016

BY: Cathy Abdel

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: April 18, 2016

BY: Margaret A. Chidester
Margaret A. Chidester

EXHIBIT "A"

Rates are guaranteed through June 30, 2017.

PARTNERS	\$275 per hour
SENIOR ATTORNEYS	\$260 per hour
OTHER ATTORNEYS	\$240 per hour
LAW CLERKS/PARALEGALS	\$115 per hour

COSTS

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