



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Education Center  
Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**September 20, 2010**

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

M \_\_\_\_  
2<sup>nd</sup> \_\_\_\_  
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: 6:30PM

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.
- Property Negotiations: *Government Code 54956.8*  
Real property negotiator Mr. Paul Burkart will speak to the board about the negotiations concerning the properties at 10055 Slater Avenue, Fountain Valley and 9191 Pioneer and 10251 Yorktown Avenue, Huntington Beach, CA.

**SPECIAL PRESENTATIONS**

**1. RECOGNITION OF SCIENCEWORKS PARTNER, TIME WARNER CABLE**

The Board of Trustees wishes to formally acknowledge and thank Time

*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.*

Warner Cable for their partnership with ScienceWorks and their support of hands-on science in our schools. ScienceWorks coordinator, Susie Crandall will be present to recognize John Borack, Director of Community Affairs, Los Angeles for Time Warner Cable.

## **PUBLIC HEARING**

### **2. PUBLIC HEARING ON CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES**

The Board of Trustees will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees. Public input is welcome.

## **STAFF REPORTS AND PRESENTATIONS**

### **3. STAR TEST RESULTS 2010 (ORAL AND WRITTEN)**

Deputy Superintendent Rosemary Eadie will present the 2010 STAR Tests Results for the Fountain Valley School District to the Board of Trustees.

## **BOARD REPORTS AND COMMUNICATIONS**

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

## **PUBLIC COMMENTS**

*Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. 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 comments, 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**

The Board of Trustees is in Legislative Session to deliberate and take actions. No public or staff comments are allowed unless specifically authorized by the Board President.

### **4. ADOPTION OF DISTRICT GOALS FOR 2010-11 SCHOOL YEAR**

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

V \_\_\_\_

The District Goals were first presented to the Board of Trustees in a study session held on August 19<sup>th</sup>, 2010. The Board reached consensus on these goals that evening.

Superintendent's Recommendation: It is recommended that the Board of Trustees formally adopt the 2010-11 District Goals.

## 5. **ADOPTION OF BOARD INTERESTS FOR 2010-11 SCHOOL YEAR**

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

V \_\_\_\_

The Board of Trustees first began its discussion of Board Interests for the 2010-11 school year at the July 22<sup>nd</sup> Board meeting. The Board of Trustees reached consensus on these interests at the August 19<sup>th</sup> and September 3<sup>rd</sup> meetings.

Superintendent's Recommendation: It is recommended that the Board of Trustees formally adopt its 2010-11 Board Interests.

## 6. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_\_

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

V \_\_\_\_

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

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

### **Routine Items of Business**

- 6-A.** Board Meeting Minutes from August 19<sup>th</sup> regular meeting
- 6-B.** Board Meeting Minutes from September 3<sup>rd</sup> special meeting
- 6-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-D.** Donations
- 6-E.** Warrant Registers
- 6-F.** Purchase Order Listing
- 6-G.** Renewal of Annual Membership in the Fountain Valley Rotary Club in the amount of \$600

### **Consent Items**

## **6-H. RESOLUTION 2011-14: GANN AMENDMENT APPROPRIATIONS LIMITATION**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-14, indentifying the 2009-10 actual appropriation limit and the 2010-11 estimated appropriation limit.

**6-I. RESOLUTION 2011-15: APPOINTMENT OF CUSTODIAN OF THE REVOLVING CASH FUND**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-15 naming Stephen McMahon, Assistant Superintendent Business Services, custodian of the Revolving Cash Fund.

**6-J. RESOLUTION 2011-16: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-16: Authorization of Approval of Vendor Claims/Orders.

**6-K. RESOLUTION 2011-17: AUTHORIZATION OF SIGNATURES**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-17: Authorization of Signatures.

**6-L. RESOLUTION 2011-18: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-18: Authorization of Signatures on Replacement Warrants.

**6-M. RESOLUTION 2011-19: AUTHORIZATION OF SIGNATURES ON ELECTRONICALLY PRINTED CHECKS**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-19: Authorization of Signatures on Electronically Printed Checks, appointing Stephen McMahon as the authorized signer.

**6-N. CAPITAL FACILITIES FUND—DEVELOPER FEES**

Superintendent's Comments: It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund Income to Expenditures.

**6-O. UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2009-10**

Superintendent's Comments: It is recommended that the Board of Trustees approve the unaudited actuals for fiscal year 2009-10 and the corrected 2010-11 beginning balance.

**6-P. AUTHORIZATION OF SIGNATURES—FACSIMILE SIGNATURES (BANK OF AMERICA)**

Superintendent's Comments: It is recommended that the Board of Trustees approve authorization of Marc Ecker, Stephen McMahon and Dedra Norman's signatures.



**6-Q. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS**

Superintendent's Comments: It is recommended that the Board of Trustees eliminate the two SLIP Aide positions designated in the attached memo, effective November 8, 2010.

**6-R. POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS (PBIS) AND VIOLENCE PREVENTION EDUCATION SERVICES AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Agreement for Provision of Positive Behavior Interventions and Supports (PBIS) and Violence Prevention Education Services from September 1, 2010 through June 11, 2011 and authorize the Superintendent or designee to sign all documents.

**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.

- Board participation at CSBA Annual Conference, December 2-4, 2010
- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, October 21, 2010 at 7:00pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvcsd.k12.ca.us](http://www.fvcsd.k12.ca.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.*

*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.



SO: 2010-11/B58-11  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Recognition of ScienceWorks Consortium Partner, Time Warner Cable**  
DATE: September 14, 2010

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The Board of Trustees wishes to formally acknowledge and thank Time Warner Cable for their partnership with ScienceWorks Consortium and their support of hands-on science in our schools. ScienceWorks coordinator, Susie Crandall will be present to recognize John Borack, Director of Community Affairs, Los Angeles for Time Warner Cable

Time Warner Cable's generous donation of \$20,000 has purchased 1,000 plastic crates for our science kits. After twelve years of rotations, the original cardboard kit boxes were falling apart. The new crates that Time Warner Cable has provided for us will allow us to continue our wonderful science program.

Time Warner Cable, through its Connect a Million Minds Campaign, has pledged \$10,000,000 a year for ten years to connect young people with hands-on learning opportunities in science, technology, engineering and math.

The Fountain Valley School District is very grateful to Time Warner Cable and Mr. Borack for their generous support of ScienceWorks and hands-on science in our district.

**NOTICE OF PUBLIC HEARING**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES**

**Notice is hereby** given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, September 20, 2010 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees.

FOUNTAIN VALLEY SCHOOL DISTRICT

Dedra Norman, Director  
Fiscal Services



FOUNTAIN VALLEY SCHOOL DISTRICT  
Curriculum/Instruction

***MEMORANDUM***

**TO:** Marc Ecker, Superintendent

**FROM:** Rosemary Eadie, Deputy Superintendent, Instruction and Personnel

**SUBJECT:** *STAR Test Results - 2010*

**DATE:** August 17, 2010

**BACKGROUND**

In May 2010 all students in GRADES 2-8 in the Fountain Valley School District took the STAR (Standardized Test and Reporting), a State mandated test. An alternative assessment to the California Standards Test, CAPA (California Alternate Performance Assessment) is given to students with severe cognitive disabilities. For the third year in a row, the California Modified Assessment (CMA) was given to Resource, Special Day Class and English Language students who had scored below basic the previous year in English Language Arts and math. The only students who were excused from the test were those whose parents requested a waiver. We had two such requests this year.

The California Standards Test is designed to assess students' mastery of the California content standards. This test includes the following:

- English/Language Arts
  - Reading
    - Word Analysis and Vocabulary
    - Reading Comprehension
    - Literary Response and Analysis
  - Writing
    - Writing Strategies
    - Writing Conventions
    - Writing Applications (4<sup>th</sup> and 7<sup>th</sup> grade only)
- Mathematics
  - Number Sense
  - Algebra and Functions
  - Measurement and Geometry
  - Statistics, Data Analysis, and Probability
- Algebra I (Grade 8 Algebra students only)
  - Number Properties, Operations, and Linear Equations
  - Graphing and Linear Equations

- Quadratics and Polynomials
- Functions and Rational Expression
- Science (Grade 5 only)
- Physical Sciences
- Life Sciences
- Earth Sciences
- Investigation and Experimentation
- Science ( Grade 8 only)
- Motion
- Forces, Density and Buoyancy
- Structure of Matter and the Periodic Table
- Earth in the Solar System
- Reactions and the Chemistry of Living Systems
- Investigations and Experimentation
- History/Social Science (Grade 8 only)
- United States History and Geography: Growth and Conflict
- U.S. Constitution and the Early Republic
- Civil War and its Aftermath
- History and Social Science Analysis Skills

The schools will receive student reports and group reports. Each principal will share this information with his/her staff and an in-depth analysis and planning will take place in September. Parent reports have been mailed.

The results of testing serve several purposes for the District. The data permits us to evaluate programs, provide individual feedback for every student to teachers and parents, compare each student's performance with that of children of his/her grade level, and compare the district and the individual schools to districts and schools in California. Results of the California Standards Test are the basis for the API each year. STAR results are one of the measures used in identifying retention candidates.

Other assessments in the Fountain Valley School District's Accountability Plan utilized to determine the level of students' proficiency in meeting district standards are:

- Kindergarten and First Grade Assessments
- Grades 1-8 Writing Assessments
- Benchmark Assessments in English/Language Arts and Mathematics (Grades 2 – 8)

## **CONCLUSIONS**

The conclusions listed below refer to the district level results. School results will be a topic of discussion and the basis of instructional planning with the site

administrators, school staffs, and the Deputy Superintendent of Instruction and Personnel, Director, Curriculum, Instruction and Technology and Director, Support Services.

1. In English/Language Arts the percentage of students achieving at the advanced and/or proficient level on the California Standards Test increased from 2009 in all grades except in second and seventh grades. Second grade went down three points and seventh grade went down five points. The second grade drop may be due to increased class size in second grade. This group of seventh graders has had lower test scores each year since fifth grade. They did go up three points from their scores as sixth graders. Fifth grade scores remained the same as last year.
2. In mathematics the percentage of students achieving at the advanced and/or proficient level on the California Standards Test increased from 2009 in all grades except second and seventh grade. These are the same two grade levels that dropped in English/Language Arts. Fifth grade scores remained the same as last year. Three hundred fourteen students took the Algebra Test this year instead of General Mathematics. Two hundred eighty-nine took the Algebra Test in 2009.
3. In writing applications on the California Standards Test eighty-seven percent of our seventh graders scored a 5 or higher. This is a six percent increase over a year ago. A four-point rubric is used to score the essays. Again this year, only one reader scored the essay and the points were doubled. Fourth graders did not take the writing test this year.
4. In science, eighty-four percent of our fifth graders scored at the advanced and/or proficient levels on the California Standards Test. This is five percent higher than last year. In eighth grade, eighty-three percent of our students scored at the advanced and/or proficient level. This is the same as last year.
5. In social studies/history, seventy-three percent of our eighth graders scored at the advanced and/or proficient levels on the California Standards Test. This is three percent better than last year.

### **RECOMMENDATIONS/COMMENTS**

1. The Deputy Superintendent of Instruction and Personnel, the Director, Curriculum, Instruction and Technology and the Director, Support Services, will continue to work with principals and teachers on focusing instruction on the California/National Content Standards.

2. Elementary schools will continue to schedule all reading instruction during the first two hours of the day.
3. Principals and teachers will use a data system to evaluate test data on students and determine who is in need of remediation or is at-risk of retention.
4. We will use District benchmarks for all students in the area of English Language Arts in second through eighth grade for formative assessment. A placement test for the following year will be given in June. We will give District Benchmark Tests in the area of mathematics in second through eighth grade for formative assessments and a placement test will be given in June. This information will be used to address retention criteria.
5. The Instruction Division will continue to provide teachers with practice prompts in the writing genres designated at each grade level in the State standards. Administrators will ensure that teachers are following the District Writing Expectations.
6. Administrators and teachers will plan for and use available time to analyze data and plan instructional strategies as Professional Learning Communities.
7. Teachers will use universal access materials and effective teaching strategies to differentiate instruction in the core English/Language Arts program.

**California Standards Test Results  
Percent of Students by Performance Level**

**ENGLISH/LANGUAGE ARTS**

Proficiency Level	Grade 2		Grade 3		Grade 4		Grade 5		Grade 6		Grade 7		Grade 8	
	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010
<b>Advanced</b>	44	41	30	35	60	63	45	46	38	41	45	39	45	51
<b>Proficient</b>	37	37	35	34	24	26	36	35	33	34	34	35	33	30
<b>Basic</b>	13	16	25	22	11	8	14	13	21	19	16	18	15	14
<b>Below</b>	5	5	8	7	2	2	3	3	5	3	3	6	6	3
<b>Far Below</b>	2	1	2	2	2	1	2	2	3	1	1	3	2	1

**Percent of Students at the Advanced/Proficient Level in English/Language Arts**

Grade	2009	2010
<b>2</b>	81	78
<b>3</b>	65	69
<b>4</b>	84	89
<b>5</b>	81	81
<b>6</b>	71	75
<b>7</b>	79	74
<b>8</b>	78	81

**Percentage of Students with Writing Application Score**

Score	Grade 7-2009	Grade 7-2010
<b>8</b>	23	32
<b>6</b>	45	55
<b>4</b>	29	12
<b>2</b>	4	0

Important Note: This score is incorporated into the overall English/Language Arts proficiency level.



**California Standards Test Results  
Percent of Students by Performance Level**

**MATHEMATICS**

Proficiency Level	Grade 2		Grade 3		Grade 4		Grade 5		Grade 6		Grade 7		Grade 8		Grade 8 Algebra I	
	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010	2009	2010
<b>Advanced</b>	58	54	52	57	63	61	40	41	32	36	35	32	23	21	66	70
<b>Proficient</b>	29	27	27	25	22	25	37	36	33	35	34	35	43	48	29	26
<b>Basic</b>	9	14	15	12	11	10	16	15	20	21	23	22	21	22	4	4
<b>Below Basic</b>	3	5	6	6	3	3	5	7	12	7	7	7	10	6	0	0
<b>Far Below Basic</b>	1	1	1	1	1	1	2	2	3	2	2	3	3	3	0	0

**Percent Students at the Advanced/Proficient Level in Mathematics**

Grade	2009	2010
<b>2</b>	87	81
<b>3</b>	79	82
<b>4</b>	85	86
<b>5</b>	77	77
<b>6</b>	65	71
<b>7</b>	69	67
<b>8</b>	66	69
<b>8 Algebra I</b>	95	96

**California Standards Test Results**  
**Percent of Students by Performance Level by Grade Level by School**

**ENGLISH/LANGUAGE ARTS**

***Grade 2***

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	41	57	39	32	33	58	31	30	46
<b>Proficient</b>	37	25	33	42	43	23	48	40	46
<b>Basic</b>	16	15	21	16	13	17	14	23	6
<b>Below Basic</b>	5	2	7	5	10	2	6	6	2
<b>Far Below Basic</b>	1	1	1	4	0	0	2	1	0

***Grade 3***

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	35	52	22	30	26	21	31	51	47
<b>Proficient</b>	34	20	30	41	38	46	43	30	38
<b>Basic</b>	22	21	28	19	30	28	20	16	13
<b>Below Basic</b>	7	5	18	5	7	5	4	4	0
<b>Far Below Basic</b>	2	2	2	4	0	0	2	0	2

**California Standards Test Results**  
**Percent of Students by Performance Level by Grade Level by School**

ENGLISH/LANGUAGE ARTS (Continued)

*Grade 4*

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	63	64	43	67	63	82	80	55	78
<b>Proficient</b>	26	25	38	28	21	15	11	36	16
<b>Basic</b>	8	10	12	1	11	2	9	8	5
<b>Below Basic</b>	2	1	4	3	5	2	0	0	1
<b>Far Below Basic</b>	1	0	3	1	0	0	0	1	0

*Grade 5*

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	46	56	34	48	40	35	51	67	44
<b>Proficient</b>	35	33	35	36	38	38	39	22	40
<b>Basic</b>	13	10	23	7	17	13	8	9	11
<b>Below Basic</b>	3	0	6	5	2	10	0	0	4
<b>Far Below Basic</b>	2	1	2	4	2	4	1	2	0

**California Standards Test Results**  
**Percent of Students by Performance Level by Grade Level by School**

ENGLISH/LANGUAGE ARTS (Continued)

*Grade 6*

<b>Proficiency Level</b>	<b>District</b>	<b>Fulton</b>	<b>Masuda</b>	<b>Moiola</b>	<b>Talbert</b>
<b>Advanced</b>	41	49	35	34	41
<b>Proficient</b>	34	36	33	34	35
<b>Basic</b>	19	12	25	28	21
<b>Below Basic</b>	3	2	6	0	1
<b>Far Below Basic</b>	1	1	1	3	1

*Grade 7*

<b>Proficiency Level</b>	<b>District</b>	<b>Fulton</b>	<b>Masuda</b>	<b>Moiola</b>	<b>Talbert</b>
<b>Advanced</b>	39	50	33	33	35
<b>Proficient</b>	35	30	40	53	31
<b>Basic</b>	18	14	21	13	20
<b>Below Basic</b>	6	5	5	0	8
<b>Far Below Basic</b>	3	2	1	0	7

*Grade 8*

<b>Proficiency Level</b>	<b>District</b>	<b>Fulton</b>	<b>Masuda</b>	<b>Moiola</b>	<b>Talbert</b>
<b>Advanced</b>	51	62	44	55	45
<b>Proficient</b>	30	27	33	25	30
<b>Basic</b>	14	8	18	14	18
<b>Below Basic</b>	3	2	3	6	6
<b>Far Below Basic</b>	1	1	2	0	1

**California Standards Test Results**  
**Percent of Students by Performance Level by Grade Level by School**

WRITING

*Grade 7*

Score	District	Fulton	Masuda	Moiola	Talbert
8	32	33	33	33	29
6	55	55	57	60	53
4	12	12	10	7	18
2	0	0	0	0	1

**California Standards Test Results**  
**Percent of Students by Performance Level by Grade Level by School**

**MATHEMATICS*****Grade 2***

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	54	64	51	45	56	65	52	40	60
<b>Proficient</b>	27	25	27	31	28	18	28	26	30
<b>Basic</b>	14	8	19	11	13	12	17	20	8
<b>Below Basic</b>	5	3	1	9	3	5	2	14	2
<b>Far Below Basic</b>	1	0	1	4	0	0	2	0	0

***Grade 3***

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	57	69	43	54	65	51	58	62	57
<b>Proficient</b>	25	16	24	28	22	30	31	24	35
<b>Basic</b>	12	10	21	11	10	18	6	9	5
<b>Below Basic</b>	6	6	11	4	3	2	6	5	3
<b>Far Below Basic</b>	1	0	0	3	0	0	0	0	0

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***Grade 4***

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	61	66	46	60	45	87	74	49	74
<b>Proficient</b>	25	20	30	27	31	11	16	38	17
<b>Basic</b>	10	13	17	9	11	2	9	10	2
<b>Below Basic</b>	3	2	4	1	10	0	2	2	6
<b>Far Below Basic</b>	1	0	2	3	3	0	0	0	0

*Grade 5*

<b>Proficiency Level</b>	<b>District</b>	<b>Courreges</b>	<b>Cox</b>	<b>Gisler</b>	<b>Moiola</b>	<b>Newland</b>	<b>Oka</b>	<b>Plavan</b>	<b>Tamura</b>
<b>Advanced</b>	41	60	30	38	21	33	57	59	27
<b>Proficient</b>	36	25	34	42	49	27	37	25	45
<b>Basic</b>	15	11	23	10	19	24	4	9	17
<b>Below Basic</b>	7	3	9	4	9	14	3	6	11
<b>Far Below Basic</b>	2	2	3	6	2	2	0	0	0

*Grade 6*

<b>Proficiency Level</b>	<b>District</b>	<b>Fulton</b>	<b>Masuda</b>	<b>Moiola</b>	<b>Talbert</b>
<b>Advanced</b>	36	51	30	22	22
<b>Proficient</b>	35	29	36	44	40
<b>Basic</b>	21	15	25	31	25
<b>Below Basic</b>	7	4	9	0	11
<b>Far Below Basic</b>	2	1	0	3	3

*Grade 7*

<b>Proficiency Level</b>	<b>District</b>	<b>Fulton</b>	<b>Masuda</b>	<b>Moiola</b>	<b>Talbert</b>
<b>Advanced</b>	32	40	34	40	14
<b>Proficient</b>	35	35	33	47	39
<b>Basic</b>	22	16	24	13	29
<b>Below Basic</b>	7	6	7	0	11
<b>Far Below Basic</b>	3	4	2	0	7

*Grade 8 General Mathematics*

Proficiency Level	District	Fulton	Masuda	Moiola	Talbert
		<b>50.3</b>	<b>66.3</b>	<b>43.1</b>	<b>69.8</b>
<b>Advanced</b>	21	19	27	0	16
<b>Proficient</b>	48	55	48	32	41
<b>Basic</b>	22	17	18	55	30
<b>Below Basic</b>	6	8	3	9	8
<b>Far Below Basic</b>	3	1	4	5	5

*Grade 8 Algebra I*

Proficiency Level	District	Fulton	Masuda	Moiola	Talbert
<b>Percent Tested</b>	<b>38.9</b>	<b>47.2</b>	<b>32.7</b>	<b>56.9</b>	<b>30.2</b>
<b>Advanced</b>	70	76	83	41	43
<b>Proficient</b>	26	23	15	31	53
<b>Basic</b>	4	1	2	24	4
<b>Below Basic</b>	0	0	0	3	0
<b>Far Below Basic</b>	0	0	0	0	0

3 7<sup>th</sup> graders – 100% advanced



**Percent of Students at Advanced/Proficient Level  
Comparison: Spring 2009 to Spring 2010 by School**

**ENGLISH/LANGUAGE ARTS**

	<b>Courreges</b>		<b>Cox</b>		<b>Gisler</b>		<b>Moiola</b>		<b>Newland</b>		<b>Oka</b>		<b>Plavan</b>		<b>Tamura</b>		<b>Fulton</b>		<b>Masuda</b>		<b>Talbert</b>	
	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10
<b>2</b>	79	82	70	71	85	74	85	76	81	81	91	79	85	70	87	92						
<b>3</b>	68	72	56	52	70	71	61	64	75	67	72	74	61	81	62	85						
<b>4</b>	91	89	75	81	84	95	77	84	85	97	87	91	91	91	81	94						
<b>5</b>	89	89	75	69	86	84	78	78	74	73	85	90	80	89	78	84						
<b>6</b>							84	68									77	85	64	68	68	76
<b>7</b>							81	86									86	80	73	73	80	66
<b>8</b>							84	80									86	89	73	77	71	75

**Percent of Students at Advanced/Proficient Level  
Comparison: Spring 2009 to Spring 2010 by School**

**MATHEMATICS**

	<b>Courreges</b>		<b>Cox</b>		<b>Gisler</b>		<b>Moiola</b>		<b>Newland</b>		<b>Oka</b>		<b>Plavan</b>		<b>Tamura</b>		<b>Fulton</b>		<b>Masuda</b>		<b>Talbert</b>	
	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10	09	10
<b>2</b>	85	89	82	78	87	76	87	84	87	83	94	80	87	66	94	90						
<b>3</b>	82	85	71	67	86	82	78	87	89	81	81	89	73	86	82	92						
<b>4</b>	89	86	75	76	87	87	79	76	86	98	90	90	89	87	90	91						
<b>5</b>	90	85	77	64	77	80	67	70	66	60	80	84	78	84	80	72						
<b>6</b>							72	66									76	80	58	66	58	62
<b>7</b>							66	87									76	75	67	67	60	53
<b>8</b>							47	32									78	74	67	75	56	57
<b>Alg.</b>							88	72									97	99	99	98	90	96

**Percent of Students by Performance Level By Grade Level by School****SCIENCE****Grade 5**

<b>Proficiency Level</b>	<b>District 2009</b>	<b>District 2010</b>	<b>Cour 2009</b>	<b>Cour 2010</b>	<b>Cox 2009</b>	<b>Cox 2010</b>	<b>Gis 2009</b>	<b>Gis 2010</b>	<b>Moi 2009</b>	<b>Moi 2010</b>	<b>New 2009</b>	<b>New 2010</b>	<b>Oka 2009</b>	<b>Oka 2010</b>	<b>Pla 2009</b>	<b>Pla 2010</b>	<b>Tam 2009</b>	<b>Tam 2010</b>
Advanced	40	50	58	74	33	33	38	44	21	35	27	38	62	68	31	55	46	51
Proficient	39	34	35	21	42	41	42	37	43	41	44	34	28	27	42	30	39	38
Basic	15	12	6	4	18	17	19	11	25	16	22	15	8	5	16	14	10	10
Below Basic	3	3	1	0	3	6	1	1	8	6	6	11	2	0	6	0	4	1
Far Below	2	2	0	1	4	2	0	6	3	2	2	2	0	0	5	2	1	0

**Grade 8**

<b>Proficiency Level</b>	<b>District 2009</b>	<b>District 2010</b>	<b>Fulton 2009</b>	<b>Fulton 2010</b>	<b>Masuda 2009</b>	<b>Masuda 2010</b>	<b>Moiola 2009</b>	<b>Moiola 2010</b>	<b>Talbert 2009</b>	<b>Talbert 2010</b>
Advanced	59	59	63	64	58	56	53	53	60	58
Proficient	24	24	23	24	23	22	37	27	19	26
Basic	9	9	8	7	9	11	3	16	12	9
Below Basic	4	4	2	2	6	6	5	2	5	4
Far Below Basic	4	4	4	3	4	6	2	2	3	3

**Percent of Students at Advanced/Proficient Level  
Comparison: Spring 2009 to Spring 2010 by School**

## SCIENCE

<b>Grade Level</b>	<b>District 2009</b>	<b>District 2010</b>	<b>Cour 2009</b>	<b>Cour 2010</b>	<b>Cox 2009</b>	<b>Cox 2010</b>	<b>Gis 2009</b>	<b>Gis 2010</b>	<b>Moi 2009</b>	<b>Moi 2010</b>	<b>New 2009</b>	<b>New 2010</b>	<b>Oka 2009</b>	<b>Oka 2010</b>	<b>Pla 2009</b>	<b>Pla 2010</b>	<b>Tam 2009</b>	<b>Tam 2010</b>
5	79	84	93	95	75	74	80	81	64	76	71	72	90	95	73	85	85	89

<b>Grade Level</b>	<b>District- 2009</b>	<b>District 2010</b>	<b>Fulton 2009</b>	<b>Fulton 2010</b>	<b>Masuda 2009</b>	<b>Masuda 2010</b>	<b>Moiola 2009</b>	<b>Moiola 2010</b>	<b>Talbert 2009</b>	<b>Talbert 2010</b>
8	83	83	86	88	81	78	90	80	79	84

**Percent of Students by Performance Level by Grade Level by School**

SOCIAL SCIENCE

Grade 8

<b>Proficiency Level</b>	<b>District 2009</b>	<b>District 2010</b>	<b>Fulton 2009</b>	<b>Fulton 2010</b>	<b>Masuda 2009</b>	<b>Masuda 2010</b>	<b>Moiola 2009</b>	<b>Moiola 2010</b>	<b>Talbert 2009</b>	<b>Talbert 2010</b>
<b>Advanced</b>	40	46	38	51	42	43	72	67	31	34
<b>Proficient</b>	30	28	37	29	28	29	16	20	28	27
<b>Basic</b>	19	18	18	15	17	17	5	10	25	30
<b>Below Basic</b>	6	4	3	3	6	5	7	2	9	6
<b>Far Below Basic</b>	5	4	4	2	6	7	0	2	7	3

**Percent of Students at the Advanced/Proficient Level in Social Science  
Comparison: Spring 2009 to Spring 2010 by School**

SOCIAL SCIENCE

Grade 8

	<b>District 2009</b>	<b>District 2010</b>	<b>Fulton 2009</b>	<b>Fulton 2010</b>	<b>Masuda 2009</b>	<b>Masuda 2010</b>	<b>Moiola 2009</b>	<b>Moiola 2010</b>	<b>Talbert 2009</b>	<b>Talbert 2010</b>
<b>Advanced</b>	70	74	75	80	70	72	88	87	59	61



SO: 2010-11/B16-11  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Adoption of District Goals for 2010-11**  
DATE: September 14, 2010

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**Background:**

The Fountain Valley School District Board of Trustees reviews and adopts the District's strategic goals on an annual basis. The Board participated in a public study session for the purpose of discussing the District Goals for the 2010-11 year at the regular board meeting held on August 19, 2010.

The 2010-11 proposed goals presented to the board by senior managers reflect, to a degree, the budgetary constraints placed on the District as a result of the funding cuts by Sacramento. The superintendent, deputy superintendent and assistant superintendent collaborated in creating the 2010-11 goals for the Instruction, Human Resources and Business Divisions. Focus remains on the utilization of data-driven instruction, increased accessibility of performing and visual arts for all students, and to the degree possible, provisions for remedial intervention programs.

At the conclusion of the study session, the Board reached consensus on the goals as presented to the board by senior managers.

**Recommendation**

It is recommended that the Board of Trustees adopt the attached District Goals for the 2010-11 school year.



**Fountain Valley School District**

**PROPOSED DISTRICT STRATEGIC GOALS FOR 2010 - 11**

**INSTRUCTION DIVISION**

**GOAL 1: STANDARDS & ACCOUNTABILITY**

*It is the goal of the Fountain Valley School District to increase our effectiveness in moving all students academically to proficiency level through the implementation of data driven instruction.*

1. Principals will communicate expectations and will work closely with the teachers in the use of data driven instruction.
2. In light of the new contract language and our efforts to maintain professional learning communities to the extent possible, activities will be planned and implemented at school sites to provide opportunities for staff to engage in meaningful conversations surrounding effective teaching and learning based on the Cotsen model.
3. A committee of teachers and administrators will be formed to review and monitor the current data director system and provide recommendations for improving our formative student evaluation process.
4. Use of other assessments will be explored and implemented if appropriate such as the new DIBELS assessment and the newly developed ELA benchmark assessments.



**Fountain Valley School District**

**PROPOSED DISTRICT STRATEGIC GOALS FOR 2010 - 11**

**INSTRUCTION DIVISION**

**GOAL 2: TEACHING AND LEARNING**

*It is the goal of the Fountain Valley School District to improve intervention instructional strategies and collaboratively work to improve instructional delivery for all students through the continued development of Professional Learning Communities.*

1. The Dynamic Indicators of Basic Early Literacy Skills (DIBELS) assessment will be used to monitor reading achievement and to identify at-risk students in Kindergarten through third grade.
2. Administrators will begin having conversations with staff about Response to Intervention (RtI) strategies that could be implemented at their site.
3. The Professional Learning Community concept will continue to be developed as an effective collaboration tool for all schools. The District Office will support the effective implementation of PLC's to the degree possible.
4. The Community Volunteer Academy will continue to provide additional assistance to classroom teachers. They will work in classrooms, especially in the area of reading. They will provide assistance with at-risk students. Parents will continue to get training in this area.
5. The Deputy Superintendent, Instruction and Personnel will explore the feasibility of an All Day Kindergarten Program for implementation at two pilot schools for the 2011-12 school year.
6. Courreges, Gisler, Moiola and Newland Schools will participate in the Positive Behavioral Interventions and Supports (PBIS) Grant through the Orange County Department of Education.
7. The Visual and Performing Arts Plan will be implemented throughout the District. We will have a pilot program in the area of music. We will continue the Fountain Valley School District Middle School Singers program, collaborating with Fountain Valley High School. We will also continue the Fountain Valley School District Honor Marching Band in collaboration with Fountain Valley High School. Both groups will perform at several venues throughout the school year.



## Fountain Valley School District

# PROPOSED DISTRICT STRATEGIC GOALS FOR 2010 - 11

### INSTRUCTION DIVISION

#### **GOAL 3: STAFF DEVELOPMENT**

*It is the goal of the Fountain Valley School District to provide professional development for all instructional staff that will maximize the effectiveness of instruction and lead to all students reaching a proficiency level in the curricular subjects.*

1. New teachers will be provided training in areas of need.
2. Teachers at Courreges, Newland, Fulton and Masuda have been trained to implement the visual arts curriculum that was written. All other sites will be trained in this area. Several sites will continue to pilot the theater and dance curriculum that was written in the 2008-09 school year. Curriculum in the area of music education that was written during the 2009-10 year will be piloted by one school this year.
3. A district-wide writing program will be explored. After one has been selected, we will use Fountain Valley School District teachers to provide the staff development.
4. Training will be provided for all K-5 administrators on the use of the Houghton-Mifflin Reading Series universal access materials and 6-8 administrators on the use of the Holt Series universal access materials. Administrators will train their staffs. All teachers will use these materials for differentiated instruction in the classroom.





**Fountain Valley School District**

**PROPOSED DISTRICT STRATEGIC GOALS FOR 2010 - 11**

**HUMAN RESOURCES DIVISION**

**GOAL 4: RECRUITMENT/RETENTION OF HIGHLY QUALIFIED  
CERTIFICATED STAFF**

*The Fountain Valley School District shall attract and retain teachers and certificated management personnel who possess the talent and potential to assure sustained success.*

1. Continue to improve the process of teacher and administrator recruitment and selection by implementing an effective application screening and interview process that best identifies top candidates for positions.
2. Explore and acquire quality health care options by expanding the work of the Insurance Committee to include immediate efforts to study and implement a long-term strategy on viable health care alternatives for our employees.

**GOAL 5: IMPROVING THE EVALUATION PROCESS FOR CERTIFICATED  
AND CLASSIFIED STAFF**

*The Fountain Valley School District will develop an effective process to assist managers and administrators in supervising employees.*

1. Continue working with principals in the retention of first and second year teachers. Establish specific timelines, expectations and actions by principals in regard to the retention of first and second year teachers.
2. Explore the current evaluation process for permanent teachers and begin discussions surrounding ideas that would make our current teacher evaluation system more consistent with new federal and statewide teacher evaluation models currently being drafted and in compliance with new state and federal guidelines.
3. Continue to improve communication regarding policies and procedures related to employee evaluation and discipline specifically including consistent application and adherence to statutory or administrative timelines.



## Fountain Valley School District

### PROPOSED DISTRICT STRATEGIC GOALS FOR 2010 - 11

#### BUSINESS DIVISION

##### **GOAL 6: ASSETS MANAGEMENT**

*The Fountain Valley School District will continue to develop a strategy for increasing district revenue through disposition of surplus property and investment of sales proceeds. Facilities, furniture and equipment will continue to be maintained and improved in order to provide the best possible environment for student learning, effective instruction and staff efficiency.*

1. Lease the remaining office space in the District Office building.
2. Support technology and infrastructure improvements by identifying and allocating support in this area, as the budget allows.
3. Market and complete the sale of the Lamb and Wardlow surplus sites.
4. Manage the transition of the supervision of the maintenance and grounds departments from the Director of Operations to the Assistant Superintendent of Business to maintain the high level of service in both operational areas.

##### **GOAL 7: DISTRICT FISCAL RESOURCES**

*The Fountain Valley School District will manage all of the District's fiscal resources in a prudent manner to maintain a sound financial position in order to support instruction and learning.*

1. Continue to monitor and review all expenditures in order to fully insure all the adopted budget reductions are fully realized in order to maintain the solvency of the District, while maximizing resources available to support student learning, employee compensation and maintenance of District assets.
2. Monitor and manage the District's cash flow position in order to minimize the impact of the State's budget and cash flow problems on the District, thereby maximizing investment return and minimizing potential interest costs.
3. Monitor all funds to maintain self-sufficiency and avoid the need for General Fund support.
4. Monitor the impact of the Health and Welfare Fund on the Special Reserve Fund as we seek resolution to the increasingly high cost of providing health insurance for employees. Protect the integrity of the Special Reserve Fund's established goal of serving as an endowment to the General Fund.

5. Review the organizational structure of District schools and attendance boundaries to insure the most efficient use of all District sites.



SO: 2010-11/B15-11  
Fountain Valley School District  
Superintendent's Office

**M E M O R A N D U M**

**TO:** Board of Trustees  
**FROM:** Marc Ecker, Superintendent  
**SUBJECT:** Adoption of Board Interests for 2010-11  
**DATE:** September 15, 2010

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**Background:**

The Board participated in a second public study session for the purpose of continuing its discussion of its Board Interests for the 2010-11 year. At the regular Board meeting held on July 22, 2010, the Board held an initial study session for the purpose of discussing its Board Interests for the 2010-11 year. At the conclusion of both study sessions, below are those interests that the board reached consensus on.

**BOARD INTERESTS FOR 2010-11**

1. The Board of Trustees desires to continue its strong support of the Fountain Valley Educational Foundation in advocating for and promoting Foundation activities to assist the District in raising revenue for educational programs for students.
2. The Board of Trustees wishes to continue its support of those school/community groups such as the Action Committee for Education, the Superintendent Parent Council and the Community Volunteer Academy through the use of District facilities, the District's website and the adoption of resolutions intended to support a collaborative effort by the broad community to support our public schools.
3. Over the next two years the Board is interested in finding ways to operate the district's educational program more efficiently while at the same time explore possible magnet programs that meet varied student needs and attract more students to our schools.
4. Our district has many popular and effective programs and practices at all of our school sites that often get little attention. The Board of Trustees is interested in recognizing, promoting and publicizing these programs and the professionals involved within the district and the community through public presentations and the media.

**Recommendation**

It is recommended that the Board of Trustees adopt the above Board Interests for the 2010-11 school year.

Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**August 19, 2010**

**MINUTES**

President Tony McCombs called the regular meeting of the Board of Trustees to order at 6:35pm. **CALL TO ORDER**

The following board members were present:

**ROLL CALL**

Mr. Tony McCombs	President
Mrs. Judy Edwards	President Pro Tem
Mr. Ian Collins	Clerk
Mrs. Christine Allcorn	Member
Mrs. Nicola Weiss	Member

Mr. McMahon led the Pledge of Allegiance.

**PLEDGE OF  
ALLEGIANCE  
AGENDA APPROVAL**

**Motion:** Mrs. Edwards moved to approve the meeting agenda

**Second:** Mr. Collins

**Vote:** 5-0

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

**PUBLIC COMMENTS**

Mr. McCombs announced that the Board would retire into Closed Session. Action was not anticipated. The following would be 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.

The public portion of the meeting resumed at 7:10pm.

**STUDY SESSION**

Mr. McCombs opened the Study Session on District Goals for the 2010-11 year. Regarding the first goal of Standards and

**STUDY SESSION ON  
DISTRICT GOALS FOR**

Accountability, Mr. Collins noted that he recently read an article regarding teachers not using data in instruction. He noted his amazement, stating the importance of data in instruction. 2010-11

Regarding goal 1.4 and the new ELA benchmark assessments, Mrs. Allcorn asked how these assessments were newly developed. Mrs. Eadie explained that the district has used Action Learning assessments the last four years for ELA assessments. Mrs. Eadie will be working with a group of teachers to develop assessments for the Houghton Mifflin for K-5 and the Holt text for 6-8.

Mr. Collins also noted from the article discussed data and the publishing of data along with teacher names. Mrs. Eadie assured Mr. Collins that the district would not be publishing data in this manner. Dr. Ecker added that the purpose of data is to aide in improving instruction and not public humiliation for staff. Mr. Collins noted his understanding the most teachers would want techniques and such to improve instruction but that he would not want teachers held accountable for the genetics of parents. He said that he understands a growing concern that the government gets more involved as a part of funding requirements. Dr. Ecker explained that it will be interesting to see how the use of data and the requirements for evaluation change with the ESEA laws but that this does fall outside of the district's scope. He noted how the district staff has grown with their use of data. Mr. Collins agreed that the district does have a very professional staff and that their teaching records show this as well as the success of our students.

Mrs. Weiss asked how many times students are assessed throughout the year with DIBELS. Mrs. Eadie explained that students are assessed formally once a trimester and then there is progress monitoring throughout the trimester, based on the progress of the students. It is very fluid as each test is only a minute long. She explained that this is used in grades K-3.

Mr. McCombs noted that item 1.1 is very close to last year's. Mrs. Eadie explained that the district was using data last year from Data Director to structure their teaching and the district would like them to continue to do this. This year there is new software for data that they will be able to keep up to date on. She noted that they will be conducting a mini workshop and she will report back to the board on this.

Mrs. Edwards noted that regarding 1.2 on professional learning communities there is an item on the agenda regarding

ScienceWorks Consortium. She noted that this can be used also to give teachers new idea sharing and collaboration. Mrs. Eadie agreed that at these meetings there is a lot of opportunity for collaboration. Mrs. Edwards asked about the pairing of sites for the DCMI grant. Mrs. Eadie explained that through this program, they worked in school groups and that it went really well. She explained that the hands-on science program works the same way.

Consensus was reached on goal 1 as written and the board moved onto goal 2, teaching and learning.

Mr. Collins inquired as to how wide spread the training for response to teaching and learning is in the district. Mrs. Eadie explained that it is very wide spread. Last year 5 days were spent with principals training in addition to training during the Management Retreat and the development of a PowerPoint that will be shown to staff by November. She also explained that during the Management Retreat there was an inservice by the County on the Houghton Mifflin and the Holt texts that the principals will then share with their staff. She noted that it will be a slow process but one that the staff wants to be sure that they do right. Dr. Ecker explained that he was very impressed with the training and delivery during the management retreat. He noted that the district does very well with kids but that training will help the district to prevent kids from falling through the cracks. He noted that it is a program with high intensity levels but one that will lessen the number of Special Ed referrals for the district as well as lower Special Ed costs. In October Dr. Ecker explained that has invited Cathie Abdel to present to the Board in order for them to see this approach and its benefits. Mrs. Edwards asked about the integration of this into existing Special Ed programs. Mrs. Eadie explained that RtI is not a Special Ed function but they are going to have the resource teachers this year look at some Tier II programs so that can move into this next year.

Mrs. Allcorn asked for Mrs. Eadie to expand on the implementation throughout the district of the VAPA program and what the pilot program would entail and where it will be. Mrs. Eadie explained that the district had three schools attend VAPA training at OCDE for a new curriculum that they since implemented at their sites. The plan from there was for the other sites to be trained although; the budget cuts have since prevented this. This year, the district has acquired the materials and will be holding trainings for those teachers that decide to participate during the voluntary Thursday trainings. Regarding the music program, it is the same sort of pilot, except that the County would

like only one school to do the pilot program so it will be a K-5 program at one site again for three days. Mrs. Eadie will let the board know when a site has been chosen. They will be using the teachers by grade level already trained to present to their peers. She explained that the VAPA program is made up of defined units with kids addressing certain standards. It is very user friendly and meant to be integrated into curricular areas.

Regarding 2.4, Mrs. Weiss asked how the district can ensure that the Community Volunteer Academy will be more successful at all of the sites instead of just the few that have begun already implementing this. Mrs. Eadie explained that this had been discussed at the principals meetings as far as what programs are working and which are not. There will be additional training for volunteers. Dr. Ecker included that there is an expectation that those parents that are trained are utilized, although it may look different at different sites based on how the principals decide to implement the program. Mrs. Weiss noted that some parents trained may be willing to assist at other sites as well. Mrs. Eadie agreed noting that there is nothing worse than being trained and then not being used, so this is something that they are definitely trying to avoid. Regarding Mr. Collins' question on evaluation of the program by those principals who have used it, Mrs. Eadie noted that there was an oral evaluation and they do all seem very pleased and have data to back up that it has been successful.

Regarding 2.3, Mr. Collins noted that this seems to tie in with 2.2. He asked when the PLCs will be getting together. Mrs. Eadie noted that happens at various times at different sites, ranging from meeting once a month in the evenings to others on Thursday afternoons. It is whatever works best at the site. She explained that there are PLCs at each site. Mr. Collins noted what a valuable tool this is.

Mrs. Allcorn noted her excitement at seeing item 2.5. Mrs. Eadie agreed that it is time to do this as the district is losing students to neighboring districts that do offer all day Kindergarten.

Consensus was reached on goal 2 and the board moved on to goal 3, staff development.

Mrs. Edwards asked how many new teachers the district has. Mrs. Eadie noted that there are nine new teachers. She is thrilled with the additions.

Mrs. Allcorn asked regarding 3.3, the district wide writing



program if there would be a committee formed or other format for exploration. Mrs. Eadie explained that in both Houghton Mifflin and Holt texts there are writing components that are not currently being implemented in the extent that they should be. She would like to give teachers a chance to work with these as well as exploring some of the many great programs out there, like Step up to Writing. While there are not funds to currently implement them district wide, they would like to research this year with possible implementation next year if there are funds.

Mrs. Weiss noted that in looking at the goals, she noticed a lack of science and math centered goals. Mrs. Eadie noted that ScienceWorks has been a goal in the last four to five years and is currently implemented at each site. She noted that it is not necessary to include this as a goal this year and that the district just needs to stay on top of it and make sure that it continues to happen. Regarding math she noted that the district continues to look at programs to help those students that are achieving as the district would like to see. While there is not a goal, attention to math is not going away. Dr. Ecker added that the goals are merely areas of focus. There are not any new math programs but it is still something that the district continues to look at improving. There are not any funds for staff development. Trainings are being done by principals.

Mr. Collins noted that a lot of the trainings listed are to be conducted by administrators. He expressed his opinion that our teachers are experts as well. He asked if they will be conducting some of the trainings as well. Mrs. Eadie explained that because it has been so long since the district had an in-service on the two ELA texts, there are not experts on staff. Mrs. Edwards noted that the Cotsen mentors have been great trainers. Mrs. Eadie agreed and noted how willing they are to share their knowledge. Mr. Collins noted that when teachers are doing the trainings, the teachers are more receptive to learning from one of their peers and it is a methodology that teachers appreciate and it develops a collegial spirit. Dr. Ecker noted that these trainings will not be in a lecture format and Mrs. Eadie agreed that it would follow more of a discussion format, focusing on what works and what doesn't. Dr. Ecker added that they want to get the information out to the teachers as effectively as possible given the budget constraints. Mr. Collins noted that PLCs have to be collaborative. Mrs. Eadie added that all of the principals do work in a collaborative model; it is not just for them. She added that Kim Phillips has been selected by Cotsen as a teacher whom other mentors can observe her teaching of math, a very great accomplishment. Mr.

McCombs commended Mrs. Eadie on her bridging together of the goals within instruction between development, accountability and teaching and learning.

Consensus was reached on goal 3 and the board moved on to goal 4, recruitment and retention of highly qualified certificated staff.

Mrs. Weiss noted that she was pleased to see 4.2 included. Mrs. Eadie noted that some staff and members of the insurance committee attended a training earlier in the day and are making strides regarding insurance.

Mr. Collins noted that it is an employers' market. Mrs. Eadie agreed and noted that for any open position, the district does receive several hundred applicants.

Consensus was reached on goal 4 and the board moved onto goal 5, improving the evaluation process for certificated and classified staff.

Mr. Collins noted the importance of 4.1, stating that it is critical. He noted that it has been lapse in other districts. Mrs. Eadie noted that the district has used this in the past few years.

Mrs. Allcorn asked whether any state or federal legislature may come into play regarding evaluation of staff and this goal. Mrs. Eadie noted that there is not anything definite at this point. Dr. Ecker explained that there is a component on teaching and learning and evaluation as a part of the new ESEA Reauthorization. There is a tremendous amount of discussion and it has been included in the blueprint that the State will be required to adopt provisions on evaluation of principals and teachers consistent with the law. Mrs. Allcorn asked if the district was already required to do this as a part of the State's application for Race to the Top. Dr. Ecker explained that the State did have to get certain legislation in line but regarding individual districts, evaluations are negotiable items and would have to be agreed upon. This does not change the direction of the law though and at this time we do not know what the final language of the law will be and how it will link to any federal funding. At this time, CA is a finalist in a Race to the Top contest and there are five large districts that had as a part of the application to indicate they would be moving toward consistency in the evaluation. This goal has been included pending the fact that the district would be seeing some changes in the coming year and wanted to included language in the goals to show that the district will strive to

improve the evaluation process and move in a direction consistent with which we see the nation going. There are a lot of unknowns regarding this at this time.

Mr. McCombs asked about the communications discussed in 5.3, whether they were improvements in global or individual communications. Mrs. Eadie explained that they are both.

Consensus was reached on goal 5 and the board moved onto goal 6, asset management.

Mr. Collins noted that it is still difficult to lease space but that it is a good goal to keep. He noted that the sale of Lamb and Wardlow is difficult but possible.

Mr. McCombs noted that this goal is a carryover from last year but that some of the space has been leased. Mr. Burkart noted that there is only one vacancy at the district office, although it makes up half of the leasable space. He noted that one tenant has moved out but does have the intent to sublet and is still paying rent despite having vacated.

Mrs. Allcorn asked for clarification on the process for leasing. Mr. Burkart explained that the district does have a broker who markets that space and coordinates possible tenants coming through based on their needs. At the current time, there are so many options for those looking for space. Those looking have the chance to find properties at similar price points in various locations of their choice.

Mr. McCombs noted that items 6.1, 6.2 and 6.3 are difficult as Mr. Collins noted, especially during these times.

Regarding item 6.4, Mr. Burkart explained that Patrick Quinn had submitted his retirement papers with a retirement date of November 30, using some of his vacation time so that he does not have to be paid off, making his last day during mid October. Mr. McCombs thank Mr. Burkart for taking on the additional duties.

Consensus was reached on goal 6 and the board moved on to goal 7, district fiscal resources.

Mrs. Weiss noted item 7.4. Dr. Ecker explained that this is included to monitor the transfer of funds regarding insurance and to ensure that the district preserves this fund and replaces the

transfer.

Consensus was reached on goal 7.

Dr. Ecker thanked the board for their time and effort in reviewing these. Mr. Collins echoed Mr. McCombs sentiment from the previous meeting to have the goals reviewed before the board interests. Mr. McCombs thanked the board for the very participatory study session.

Mr. McCombs opened the study session on the Board Interests for 2010-11 by reminding the board that there were 5 interests that the board asked for revisions. He noted that item number 3 does appear as item 2.5 in the district goals as well as item 5 appearing as item 4.2 in the district goals. Given this, he suggested removing these from the interests list making room for potential additions. Mrs. Allcorn and Mrs. Edwards agreed. Mr. McCombs noted that 3 and 5 have been moved to district goals and are no longer on the interest list.

#### STUDY SESSION ON BOARD INTERESTS FOR 2010-11

Regarding item 1, Mr. Collins noted that it would be nice if there was a broader support for Foundation membership from district personnel and parents in the schools. Dr. Ecker agreed and noted that he met with Beverly White, Executive Director and Franck Bideau, Education Committee Chair for the Chamber of Commerce. He noted that their discussion focused on the Chamber's involvement in the elementary schools and how to increase this. Dr. Ecker reported that they did devise a plan to improve this and bring together Foundation members and Chamber members to develop ways for both to work together. He noted that this is a first step to enlarging the membership base for the Foundation. Mr. McCombs noted that it is also a great way for the Foundation to access the resources of the Chamber and our business community as well as our students to access our business community be it with career days and seeing how local businesses have global reach. Dr. Ecker explained that the district has several events coming up this year, like the benefit concert and the programs in science and music that they would like the Chamber to support and be involved with. Mrs. Weiss agreed that the Foundation is not growing due to a lack of communication as to what the Foundation does. She agreed that reaching out to the business community would be beneficial to both the Chamber and Foundation. Mrs. Allcorn noted that it sounded like the board would like the change the culture of the Foundation, involving more people and getting businesses more involved, steering the Foundation to be more a part of the community. Dr. Ecker noted

that there has been some frustration that only 14% of the population have children in the district while other districts' foundations have a much broader connection to their cities' business communities and that this is the direction that the Foundation needs to go. Mr. McCombs noted the need to include advocacy and Mrs. Allcorn agreed noting the need to include language regarding closer contact to the Chamber and increased outreach and visibility in the community. Mrs. Edwards noted the need to be careful as the City of Fountain Valley has a foundation as well and it may become an issue for the Chamber. Mrs. Weiss noted that they are open to working together, having a member of their foundation present at the last Foundation meeting. Mr. Collins agreed and noted that they are willing to work with the Foundation. He noted that would like to see more of the community involved. Dr. Ecker agreed that they would rework this to interest to include this language.

Regarding item 2, Mr. Collins noted the importance of this item and as a small district that the many sources of communication are commendable and need to remain an interest. Mrs. Edwards agreed that this is very appropriate and important.

Regarding item 4, Mr. Collins noted the importance of this interest and noted that it should be communicated clearly to staff as they can come up with ideas to attract students to the district. Dr. Ecker noted his understanding of this as the board's interest in seeking out magnet programs. He noted his recent meeting with Susie Crandall and Hyundai regarding a STEM program for the district that they might be interested in. He noted that this is the sort of magnet programs that this interest can go to. Mr. Collins noted that at times there are small programs at the schools that are important to parents, like Tamura's Honor Society. He noted that these are attractive to people, especially given the nature of the population and district. He noted that these are little things but very important, in addition to the magnet programs. Sometimes people can believe rumors about schools and these can be disproved easily just by the achievements of students. Mrs. Allcorn noted that this interest did carry over from previous years and was originally more focused on the Huntington Beach schools that the district was losing attendance to and what programs would attract students. Mr. Collins agreed but noted that the other little hooks like the clubs and awards do attract parents interested in education. Mr. McCombs noted the need based on the conversation to reword the interest. Mrs. Allcorn noted that as parents are school shopping, perhaps there is a fourth interest here to promote those things that make each school community unique

through the newspapers, the website and the magazine. Dr. Ecker noted there are links to each site's website from the district's website where principals can do such promoting. Mr. McCombs added that in addition to this though, there is a need for principals to tap the media and to get the resources out there to reach the community and especially the part of the community that does not have kids. Mrs. Allcorn noted that as Mr. Collins said, some schools do have reputations and so in those cases it is important to get some positive press out there. Dr. Ecker noted the district's coverage in *School News*. Mr. Collins noted the need to celebrate individual teacher achievements and to cover on a broader scope than *School News*. Mrs. Weiss noted the need to publicizes those things that go beyond academics. Mrs. Edwards noted that the sites do a lot of good things but that it seems the district is only picked up in the paper for negative press. Dr. Ecker agreed that this is a focus of the district for some time and goes to the heart of some of the discussions at the schools. He asked for some clarification as to the board request. Mr. Collins noted the science projects at Talbert School and others and the need to celebrate both individual student and teacher accomplishments as well as the other things that go on at our schools. Dr. Ecker agreed and noted that there was a time when there was better coverage in the *Fountain Valley View* that no longer exists. Mrs. Eadie explained that the media is alerted to those events that go on at the sites, although they do not cover it unless it is controversial. Mrs. Allcorn suggested getting a meeting with *Fountain Valley Living* to feature the site(s) that are being honored at each board meeting. Dr. Ecker agreed that promoting those good things that go on at our schools is a universal goal but the question is always who will put the content together, most likely it will fall on the shoulders of the principals. Mrs. Allcorn suggested asking ACE or the PT units assist in this. Dr. Ecker noted his understanding and noted that he would put together language for this interest to promote those good things that go on at the schools on a regular basis.

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Edwards very much enjoyed the BBQ at Dr. Ecker's house and the close of the management retreat.

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Allcorn also attended the end of the management retreat BBQ at Dr. Ecker's and enjoyed the event.

Mrs. Weiss attended the Foundation meeting and was pleased to report that planning for the October 8<sup>th</sup> Taste of Fountain Valley was well under way. She noted that an

online auction has been added for the event for those unable to attend the festivities.

Mr. McCombs noted that he had received confirmation from the County of the District's submission of its single adoption budget for 2010-11.

## **PUBLIC COMMENTS**

There was 1 request to address the Board of Trustees. The FVEA President addressed the board regarding his desire for there to continue to be an open dialogue between the board and the FVEA, explaining that the nuances of the board's position may at times get lost in translation and that an open dialogue can help prevent this.

## **PUBLIC COMMENTS**

## **LEGISLATIVE SESSION**

**Motion:** Mrs. Allcorn moved to approve the Consent Calendar/Routine Items of Business.

**CONSENT  
CALENDAR/  
ROUTINE ITEMS OF  
BUSINESS**

**Second:** Mrs. Edwards

Regarding item 3-L Reimbursement for Independent Educational Evaluations, Mr. Collins asked whether or not these evaluations were something already offered by the district and if so, if parents were able to refuse the evaluations in favor of independent evaluations. Mrs. Eadie explained that the district does not offer such evaluations and that they usually come as a result of a non-agreement with an IEP. She explained that when there is such a disagreement, they usually progress to an independent evaluation. Mr. Collins noted the expense of the evaluations. Mrs. Eadie explained that the cost described in the item was for two evaluations, each about \$3000 for a full evaluation. Dr. Ecker explained that the district can choose to stop the process, causing the case to go to a fair hearing which can be even more expensive. Mrs. Eadie further explained that these evaluations are usually done on the way to a hearing and are not done often. Mr. Collins expressed his frustration with the continuing encroachment of Special Education on the General Fund.

Regarding item 3-O Acceptance of Agreement for Collaboration for Excellence in Middle School Science (CEMSS) CA Math and Science Project Grant, Mrs. Allcorn asked whether the district was in the 2<sup>nd</sup> or 3<sup>rd</sup> year and if there was one teacher for each grade, 7<sup>th</sup> and 8<sup>th</sup>, at each site. Mrs. Eadie explained that the

district is in the 3<sup>rd</sup> year of the grant and that there are 12 teachers total involved with varying numbers at each site. She explained that all 12 teachers have been involved since year 1 and that they have done some amazing activities with the students including a Back Bay project, visits to Chapman University and the County Coroner's Office. Dr. Ecker explained that the grant allows for staff development and district participation in the consortium.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from July 22<sup>nd</sup> meeting
- Personnel Items
- Donations
- Warrant Registers
- Purchase Order Listing
- Budget Transfers
- Single Plans for Student Achievement
- Annual Review of Investment Policy
- Resolution 2011-13: Certification of Provision of Standards-Aligned Instructional Materials
- Transfer of Funds from Fund 40 (Special Reserve) to Fund 67 (Insurance)
- Confidential Settlement Agreement
- Reimbursement for Independent Educational Evaluations
- Resolution 2011-20: Children and Families Commission School Readiness Initiative
- Acceptance of 2010-11 Memo of Understanding between OCDE and FVSD for the BTSA/Induction Program Consortium
- Acceptance of Agreement for Collaboration for Excellence in Middle School Science (CEMSS) CA Math and Science Project Grant between AUHSD and FVSD
- Authorization to Use CMAS #4-04-00-0092A
- Non-Public Agency Contracts (Board Members Only)

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$200	7/1/09 to 6/30/10

## NEW ITEMS OF BUSINESS

Mr. McCombs Asked Mr. Burkart to update the board regarding the Federal money for jobs initiative.

Mr. Burkart Explained that there is a proposed \$10 billion to go to the States and CA is slated to receive \$1.2 billion of this. The money is to distributed in



one of two formulas, the first is a Title 1 formula and the second is similar to the formula used for the State stabilization money. He noted that the second formula would be preferred by the district based on the numbers that the district anticipates. He noted that the money can only be used for salaries and benefits and few administrative costs for teachers and classifieds but not at the District Office. He explained that it can be used to restore reductions, hire, or undo furlough days as long as it is within these groups. He did note one area of concern is that Darrell Steinberg has said he would subtract these funds from school funding so that there is not a net increase. Either way, the district will not see the money for a while and that it is a convoluted thing. Mr. Burkart explained that he does not think we will know much more until after the State budget is adopted.

Dr. Ecker Welcomed Mr. Steve McMahon back to the District as Assistant Superintendent, Business. He noted that he is looking forward to when Mr. McMahon will start in this role.

Dr. Ecker Echoed the Board's comments that there is nothing more important than what was done tonight, and that is for the board to set the tone for the district, set the goals and direction and that this is what the board is all about. He appreciated that even when the board must deal with distractions they keep on track and keep the focus on teaching and learning.

Dr. Ecker Echoed what Mr. McMahon had said earlier in the Management Retreat that is refreshing to spend time meeting on instruction and kids and that this is a worthy discussion.

Dr. Ecker Thanked Mrs. Edwards and Mrs. Allcorn for their attendance and participation in the BBQ closing the Management Retreat.

## **ADJOURNMENT**

**Motion:** Mrs. Weiss moved to adjourn the meeting at 8:56pm.

**Second:** Mrs. Edwards

**Vote:** Unanimously approved

/rh

Fountain Valley School District  
Superintendent's Office

**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**September 3, 2010**

**MINUTES**

President Tony McCombs called the regular meeting of the Board of Trustees to order at 10:06am. **CALL TO ORDER**

The following board members were present:

**ROLL CALL**

Mr. Tony McCombs	President
Mrs. Judy Edwards	President Pro Tem
Mr. Ian Collins	Clerk
Mrs. Christine Allcorn	Member
Mrs. Nicola Weiss	Member

Mrs. Minnesang led the Pledge of Allegiance.

**PLEDGE OF  
ALLEGIANCE  
AGENDA APPROVAL**

**Motion:** Mr. Collins moved to approve the meeting agenda

**Second:** Mrs. Edwards

**Vote:** 5-0

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

**PUBLIC COMMENTS**

**STUDY SESSION**

Mr. McCombs began the study session by explaining that the board would progress through a previous board agenda from March 11, 2010 without taking action as it had already been taken, as a means of becoming more familiar with the new paperless agenda format. At the close of the study session, the board provided feedback to district staff as to how to better improve the paperless agenda format including fitting the width of the document to the screen as the default, creating separate sections or allowing supporting items to be opened as separate documents and displaying bookmarks and the actual agenda on separate screens for the audience.

**STUDY SESSION ON  
PAPERLESS AGENDA  
FORMAT**

**BOARD REPORTS AND COMMUNICATIONS**

Mr. Collins enjoyed the orientation at Talbert and noted that seeing the teachers and students interacting was very impressive.

Mrs. Allcorn enjoyed orientation at Fulton and reported that the back to school routine went well for the first day. She also participated in the Kiwanis' Brittany's Closet event where she was paired with a student for a shopping spree at Wal-Mart. She noted what a neat experience this was.

Mrs. Weiss attended the Foundation meeting and was pleased to report that the online auction for the Taste of Fountain Valley is ready to go live. She noted the great number of prizes donated and that bidding will open September 22nd. It will be a fun Taste for sure.

Mr. McCombs commended the Assistance League for their generous grants for the district. He was pleased to have the opportunity to meet the members of the league whom presented the grants and thank them for their support of the district.

**BOARD REPORTS AND COMMUNICATIONS****NEW ITEMS OF BUSINESS**

Dr. Ecker            Presented the new language for the fourth board interest regarding promoting those positive individual achievements of staff and students through the press. Based upon feedback from the board, Dr. Ecker will further refine this for board adoption in September.

Dr. Ecker            Reported that the first day of instruction went well. He commended the principals at the elementary sites in particular for posting their class lists the earliest by far and noted that many parents expressed their appreciation of this.

Dr. Ecker            Noted his visits to each of the sites on the first day of instruction and reported the feedback from several classified staff of their appreciation for the board's actions to mitigate the cost of health insurance. He note their

gratitude for what the board did.

Dr. Ecker            Thanked the Assistance League for their generosity noting that they provided grants in excess of \$30,000 to the district this year alone.

Dr. Ecker            Thanked Mr. Collins for his comments on orientation day and noted that at Plavan Mr. Ham and at Talbert Mr. Miller were both doing well in their roles as acting principals. He also noted that there have been two additions to the district family, Mrs. Ballesteros' daughter, Lauren and Mrs. Robinson's daughter, Alexis.

Dr. Ecker            Noted the date of the District Benefit Concert of January 29<sup>th</sup> at the Huntington Beach High School and encouraged the sites to include this in their newsletters.

Mr. McCombs        Thanked Mrs. Minnesang and Mr. Sadegh for their assistance with the study session today.

Dr. Ecker            Echoed these sentiments and thanked them for their assistance.

## **CLOSED SESSION**

Mr. McCombs announced that the Board would retire into Closed Session. Action was not anticipated. The following would be 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.

## **ADJOURNMENT**

**Motion:**            Mr. Collins moved to adjourn the meeting at 11:50am.

Second:            Mrs. Edwards

Vote:                Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**PERSONNEL ITEMS FOR APPROVAL**  
**September 20, 2010**

**1.0 EMPLOYMENT FUNCTIONS:**

**1.1 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED TEMPORARY CONTRACTS FOR THE 2010-2011 SCHOOL YEAR.**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>
1.1.1	Blackett, Lindsay	Teacher/5 <sup>th</sup> Grade	Cox
1.1.2	Kha, Kim Thao	Teacher/1 <sup>st</sup> Grade	Cox
1.1.3	Takeuchi, Emily	Teacher/ Special Day Class	Oka

**1.2 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF CONTRACT OF EMPLOYMENT FOR STEPHEN McMAHON THE POSITION OF ASSISTANT SUPERINTENDENT, BUSINESS SERVICES EFFECTIVE 10/04/2010**

**1.3 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE REVISED 2010-2011 SCHOOL YEAR CALENDAR (see attachment A).**

**1.4 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF UP TO FIVE (5) ADDITIONAL DUTY DAYS, DAILY RATE \$500.00 FOR RETIRING EMPLOYEE PAUL BURKART.**

**1.5 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE LEAVES OF ABSENCE FOR THE FOLLOWING CLASSIFIED EMPLOYEES:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.5.1	Jane Gosliga	IA SHPH	Gisler	Medical	9/2/10
1.5.2	Marilyn Seebold	IA DTT	Plavan	Medical	9/2/10

**1.6 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.6.1	Barbara Chang-Holt	IA Special Ed	Cox	9/2/10
1.6.2	Huong April Lew	IA Bilingual Aide	Masuda	9/2/10
1.6.3	Janice Yates-Valone	Office Assistant	Plavan	9/2/10
1.6.4	Kathy Castro	IA KCSR	Gisler	9/2/10
1.6.5	Candelaria Ledezema	IA KCSR	Gisler	9/2/10
1.6.6	Kerrie Atkins	Preschool Instructor	Newland	9/2/10
1.6.7	Laura Anderson	IA DTT	Gisler	9/2/10
1.6.8	Roxanne Barber	Preschool Instructor	Oka	9/2/10

**1.7 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM ASSIGNMENT, 3 HOURS A DAY FROM 9-2-10 – 12-31-10.:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.7.1	Karina Madrigal	IA Bilingual Spanish	Masuda	9/2/10

**2.0 INFORMATION ONLY ITEMS:**

- 2.1 DEPUTY SUPERINTENDENT HAS ACCEPTED THE RESIGNATION OF CLASSIFIED EMPLOYEES SARAH HENRY, PRESCHOOL INSTRUCTOR AT OKA AND VERONICA YANEZ, PRESCHOOL AIDE AT OKA. EFFECTIVE 6-17-10.

**3.0 WORKSHOP/CONFERENCE ATTENDANCE:**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	CSBA Delegate Assembly	Edwards, Judy	San Francisco	Actual & Necessary	012719166-5210	12/1-12/2/10
3.2	Masters in Governance	Collins, Ian	Various	Actual & Necessary	01271966-5210	TBD

**FOUNTAIN VALLEY SCHOOL DISTRICT  
2010-2011 SCHOOL YEAR CALENDAR**

Rev:09/20/10

AUGUST	18-Wednesday	<b>SCHOOL OFFICES OPEN TO PUBLIC</b>
	16-27	1 DAY RETURNING TEACHER PRE-SERVICE
	23-Monday	ADMISSIONS DAY HOLIDAY
	30-Monday	SCHOOL OFFICES CLOSED (FURLOUGH DAY-1)
	31-Tuesday	SCHOOL OFFICES CLOSED (FURLOUGH DAY-2)

SEPTEMBER	1-Wednesday	<u>TEACHERS REPORT TO SCHOOL SITE</u>
	<b>2-Thursday</b>	<b><u>FIRST DAY OF SCHOOL</u></b>
	6- Monday	LABOR DAY HOLIDAY
	16-Thursday	<u>BACK-TO-SCHOOL NIGHT K-5/8</u>
	23-Thursday	<u>BACK-TO-SCHOOL NIGHT 6-8</u>

OCTOBER	8	MID TRIMESTER
	25-29	PARENT CONFERENCE DAYS (Modified days)

NOVEMBER	11-Thursday	VETERANS DAY OBSERVED
	12- Friday	NON- STUDENT DAY (FURLOUGH DAY-3)
	22-26	THANKSGIVING RECESS

**END OF FIRST TRIMESTER -59 DAYS – DECEMBER 3**

DECEMBER	20 – 31	WINTER RECESS
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JANUARY	3- Monday	RETURN SCHOOL
	17-Monday	MARTIN LUTHER KING BIRTHDAY HOLIDAY
	28	MID TRIMESTER

FEBRUARY	14-Monday	LINCOLN'S BIRTHDAY HOLIDAY
	21-Monday	PRESIDENTS' DAY HOLIDAY

MARCH	24- Thursday	OPEN HOUSE 6-8
	30-31	PARENT CONFERENCE DAYS (Modified days)

**END OF SECOND TRIMESTER – 62 DAYS – MARCH 18**

APRIL	1-Friday	PARENT CONFERENCE DAY (Modified day)
	14-Thursday	OPEN HOUSE K-5/8
	18-22	SPRING RECESS
	25-Monday	NON- STUDENT DAY (FURLOUGH DAY-4)
	29	MID TRIMESTER

MAY	30- Monday	MEMORIAL DAY HOLIDAY
	31- Tuesday	MODIFIED DAY-FVEA/FVSD CERTIFICATED RETIREE RECOGNITION

JUNE	13-16	MODIFIED DAYS
	16-Thursday	LAST DAY OF SCHOOL
	17-Friday	SCHOOL OFFICES CLOSED (FURLOUGH DAY-5)

**END OF THIRD TRIMESTER – 57 DAYS – JUNE 16**

JUNE	24	SCHOOL OFFICES CLOSED TO PUBLIC
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**178 DAYS OF INSTRUCTION**

NOTE: Every Thursday school is in session is a modified day, plus 10 additional modified days. No instructional minutes are lost to students because of modified days.

Board Approved:5/20/2010



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

September 20, 2010

<b>INSTRUCTION</b>
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**4.0     APPROVAL OF ADDITIONAL DUTY REQUEST(S)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	FLORES, Staci (Fulton)	8 <sup>th</sup> Grade Coordinator	\$1,000. stipend plus benefits	01-014-2989-1115	2010-2011 school year
4.2	FOGARTY, Kim (Fulton)	ASB Bookkeeper	\$2,000. stipend plus benefits	01-272-2988-2415	2010-2011 school year
4.3	JOHNSON, Jannette (Fulton)	Cheer Advisor	\$1,000. stipend plus benefits	01-023-2989-1115	2010-2011 school year
4.4	LEBAIL, Nick (Fulton)	ASB Advisor	\$1,000. stipend plus benefits	01-014-2989-1115	2010-2011 school year
4.5	BLAKE, Jan (C & I)	BTSA Mentor Training	\$240.00 (\$120 x 2 days)	01-601-9275-1115	2009-2010 school year

**REASON FOR LATE SUBMITTAL: THIS INFORMATION WAS RECEIVED FROM BTSA TOO LATE FOR PRIOR BOARD APPROVAL.**

4.6	FOLLETT, Catherine (C & I)	BTSA Lead Support Provider for 5-9 BTSA teachers	\$2,000. stipend	01-610-9275-1954	2010-2011 school year
4.7	DESOTA, Jane (Tal) KADISH, Jennifer (Cr) LEWIS, Kathy (Cox) MARKS, Mandy (Tal) MCNALLY, Colleen (Tal) NILSEN, Krista (Gis) O'DONNELL, Kim (Cox) VILLARREAL, Polly (Cr)	BTSA Support Providers for one new teacher (\$1,500) or two teachers (\$3,000)	\$1,500. stipend each, <b>EXCEPT</b> Villarreal who receives \$3,000.	01-601-9275-1115	2010-2011 school year
4.8	WATKINS, Mary Lou JOHNSON, Jan SMITH, Daneen LUNG, Louise MONLON, Sandy (C & I)	School Readiness Coordinator School Readiness Resource Specialists	\$19,000. less benefits \$ 7,000. less benefits \$ 3,000. less benefits \$ 3,000. less benefits \$ 3,000. less benefits	01-026-9275-1356	2010-2011 school year
4.9	ROBY, Anne (Sup. Serv.)	Nurse Consultant for Health Services	Regular rate of pay (not to exceed \$10,000)	01-228-9965-1259	2010-2011 school year
4.10	ROBY, Anne LUNG, Louise	State Mandated Screening Services	Roby @ Reg rate of pay Lung @ Reg rate of pay	01-228-9965-1259	2010-2011 school year
	BURTON, Gretchen MONLON, Sandy KEARNS, Amalia ERICKSEN, Joyce MCAULEY, Sally WILLIAMS, Trina LECHTMAN, Dale VALENTINE, Sally (Sup. Serv.)		Burton @ Reg rate of pay Monlon @ Reg rate of pay Kearns @ \$29.00 per hour Ericksen @ \$29.00 per hour McAuley @ \$29.00 per hour Williams @ \$29.00 per hour Lechtman @ \$29.00 per hour Valentine @ \$29.00 per hour (Not to exceed \$16,000)		

**5.0     INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	REA, Krista (Fulton)	Cheer Coach to teach cheer techniques and yells to Fulton cheer squad	\$30/hour	Fulton ASB	8/1/10 through 5/31/11

## CONTRACT OF EMPLOYMENT FOR THE POSITION OF ASSISTANT SUPERINTENDENT, BUSINESS

---

The Fountain Valley School District ("District") hereby employs Stephen McMahon for the position of Assistant Superintendent, Business for the period of October 4, 2010 through June 30, 2014. Responsibilities, compensation, benefits and all other terms of employment for the Assistant Superintendent shall be set forth in adopted board policies and in board regulations.

The Assistant Superintendent, Business shall be paid an annual base salary of \$169,500 and prorated for the 2010-11 year. Upon receipt of a satisfactory evaluation provided by June 30, the base salary shall be increased by a \$7,500 step advancement effective July 1, 2011. Effective July 1, 2012 and July 1, 2013 and upon receipt of a satisfactory evaluation for each of the immediate prior years the base salary shall be increased by an additional \$7,500 step advancement respectively. As a result of the fiscal crisis in California for the 2010-11 school year only, the base salary afforded to the Assistant Superintendent, Business shall be reduced by the equivalent of 5 days prorated over the 2010-11 year at daily rate and the work year reduced accordingly

The Assistant Superintendent, Business shall be required to render a 246 day (prorated accordingly in 2010-11) work year of full and regular service to the district during each annual period covered by the contract or portion thereof. The Assistant Superintendent, Business shall be entitled to 24 days of vacation with pay exclusive of holidays defined in section 37220 and 37221 of the California Education Code and any other additional holidays granted by the Board for twelve month management employees.

Any time during the term of this contract that members of the Fountain Valley Management Team receive a salary schedule increase, the base salary of the Assistant Superintendent, Business shall be increased by the same percentage.

In accordance with California law, this agreement is subject to the provisions of California Government Code sections 53260-53264 which require that if this agreement is terminated, the maximum cash settlement that the Assistant Superintendent, Business may receive shall be in an amount equal to the monthly salary of the Assistant Superintendent, Business, multiplied by the number of months left on the unexpired term of the agreement or eighteen (18) months, whichever is less.

---

Marc Ecker, Ph.D. , Superintendent

Date

I hereby accept this offer of employment. I agree to perform the duties of Assistant Superintendent, Business as set forth in board policy and board regulations.

---

Stephen McMahon, Assistant Superintendent, Business

Date

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

All donations to the district must be officially accepted by the Fountain Valley School District Board of Trustees inasmuch as their acceptance may involve an expenditure of district funds for installation, use, and/or maintenance. Before any donation is supplied or purchased by your organization, or formally accepted for a school, the following information is requested on this form. Upon site/document approval, a copy of the form shall be presented to Business Services or Technology/Media for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Robert H. Grant Charitable Trust

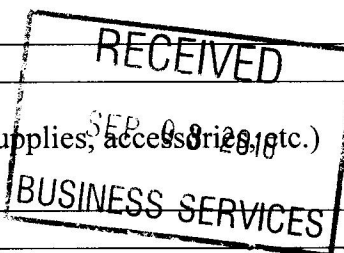
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

Check #182, 8/24/10; \$1,087.50

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, access, etc.)



REVENUE ACCT: 010470000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010014787-4310

INTENDED USE: (State how this will be used) Purchase 33 iRespond Student Remote Responders – for 4<sup>th</sup> grade teacher, Paige O'Rourke

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: Aug. 26, 2010  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 9/3/10  
Date

REVIEWED: \_\_\_\_\_  
Director, Technology/Media

APPROVED/DISAPPROVED: \_\_\_\_\_  
Date

BOARD APPROVAL DATE: 9/20/10

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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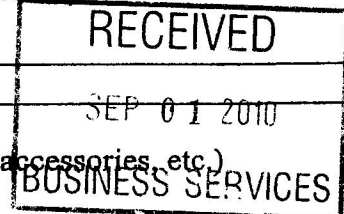
SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1000.

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)



ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

REVENUE ACCT: 011030000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used) To be used toward Memorial Garden area at Talbert for Jill Miller

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED:

8/20/10  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

9/2/10  
Date

REVIEWED: \_\_\_\_\_  
Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

9/20/10

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary School

NAME OF DONOR: Chase – Wamoola for Schools program

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

\$65.94 check

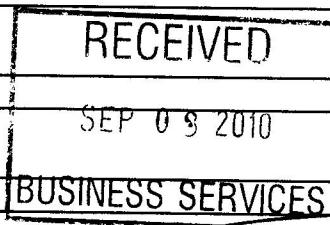
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4310

COMMENTS (Rationale for disapproval):



REVIEWED: [Signature]  
Principal/Department Head

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

REVIEWED: \_\_\_\_\_  
Director, Technology/Media

APPROVED/DISAPPROVED: 6/28/10  
Date

APPROVED/DISAPPROVED: 9/8/10  
Date

APPROVED/DISAPPROVED: \_\_\_\_\_  
Date

BOARD APPROVAL DATE: 9/20/10

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary School

NAME OF DONOR: Target – Take Charge of Education

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

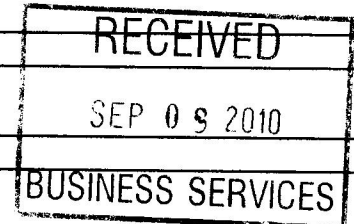
\$258.60 check

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4310



COMMENTS (Rationale for disapproval):

REVIEWED: Adams  
Principal/Department Head

APPROVED/DISAPPROVED: 9/07/10  
Date

REVIEWED: Paul Buehler  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 9/8/10  
Date

REVIEWED: \_\_\_\_\_  
Director, Technology/Media

APPROVED/DISAPPROVED: \_\_\_\_\_  
Date

BOARD APPROVAL DATE: 9/20/10

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary School

NAME OF DONOR: Kroger (Ralph's)

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

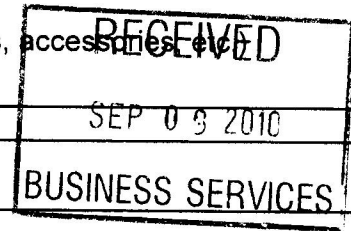
\$27.90 check

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4310



COMMENTS (Rationale for disapproval):

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 9/7/10  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 9/8/10  
Date

REVIEWED: \_\_\_\_\_  
Director, Technology/Media

APPROVED/DISAPPROVED: \_\_\_\_\_  
Date

BOARD APPROVAL DATE: 9/20/10



**FOUNTAIN VALLEY SCHOOL DISTRICT**

TO: PAUL BURKART

FROM: DEDRA NORMAN

SUBJECT: WARRANT LISTING BOARD MEETING – SEPTEMBER 23, 2010

DATES 8/13/10 – 9/09/10

WARRANT NUMBERS 52349 - 52523

01 GENERAL	\$	217,493.52
12 CHILD DEVELOPMENT	\$	8,614.60
13 CAFETERIA	\$	23,752.15
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	250.00
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	1,140.35
68 WORKERS COMPENSATION	\$	1,852.28
69 INSURANCE	\$	459,618.05
TOTAL	\$	<b>712,720.95</b>

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

09/16/2010

FROM 08/12/2010 TO 09/09/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4010	J & M FIRE SERVICES	4,430.02	+430.02	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
E20M4032	MR B'S LAWNMOWER AND SAW SHOP	2,000.00	+1,000.00	012899390 4343	Gardening / Gardening Supplies
E20M4089	ARBON EQUIPMENT CORPORATION -	1,537.62	+287.62	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20R0217	HOUGHTON MIFFLIN HARCOURT	62,234.05	-30,567.52	016279078 4110	7156 Instructional Mat'l Fund / Basic Textbooks
E20S8001	UNISOURCE	24,928.30	+23.01	011000000 9320	Revenue Limit - State Revenues / STORES
E20S8007	UNISOURCE	8,192.71	+862.95	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			-27,963.92		
Total Amount of Change Orders:			-27,963.92		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4054	ROBERTSON INDUSTRIES INC.	25,805.40	25,805.40	252869380 6299	Capital Facilities Fund / Other Building & Improvement
E20M4063	CARPET CONCEPTS	12,000.00	12,000.00	122866098 6210	ESP-Building/Site Improvement / Building
E20M4065	SOUTH COAST AIR QUALITY	402.21	402.21	012869390 5570	Maintenance/Operation / Sanitation Fees
E20M4066	POWER PLUS	1,625.00	1,625.00	252869380 6218	Capital Facilities Fund / Electrical Building Improvemen
E20M4067	TIME AND ALARM SYSTEMS	14,690.00	14,690.00	012869390 4345	Maintenance/Operation / Maintenance Supplies
E20M4068	TIMES COMMUNITY NEWS	66.50	66.50	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
E20M4069	PARKHOUSE TIRE INC.	1,200.00	1,200.00	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
E20M4070	PRO PACIFIC BEE REMOVAL	195.00	195.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4071	PRO PACIFIC BEE REMOVAL	195.00	195.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4072	MCKINLEY ELEVATOR CORP	471.76	471.76	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4073	CRANDALL, SAM	877.00	877.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4074	TIME AND ALARM SYSTEMS	10,321.00	10,321.00	012869390 6110	Maintenance/Operation / Site Improvement - Playground
E20M4083	FOUNTAIN VALLEY GLASS	792.93	792.93	012879390 4347	Vandalism / Repair & Upkeep of Equipment
E20M4084	EBERHARD EQUIPMENT	350.00	350.00	012899390 4343	Gardening / Gardening Supplies
E20M4085	VILLAGE NURSERIES	1,173.50	1,173.50	012899390 4343	Gardening / Gardening Supplies
E20M4090	TRUCPARCO	461.70	461.70	012899390 4343	Gardening / Gardening Supplies
E20M4092	SMARDEN SUPPLY COMPANY	135.00	135.00	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
E20M4093	TERRYS TESTING INC.	700.00	700.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4094	WALTERS WHOLESALE ELECTRIC CO	350.00	350.00	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
E20M4095	EBERHARD EQUIPMENT	220.00	220.00	012899390 4343	Gardening / Gardening Supplies
E20M4096	SIMPLEXGRINELL	2,338.35	2,338.35	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4097	BATTERY SYSTEMS	200.00	200.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
E20M4098	BATTERY SYSTEMS	300.00	300.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
E20M4099	HB DIGITAL ARTS & BLUEPRINT IN	100.00	100.00	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4101	CRANDALL, SAM	370.00	370.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4102	COAST ROOF CO INC.	149,327.00	149,327.00	252869380 6217	Capital Facilities Fund / Roof Building Improvement
E20M4103	GOLDEN STATE PAVING INC.	1,800.00	1,800.00	252869380 6299	Capital Facilities Fund / Other Building & Improvement
E20M4104	CRANDALL, SAM	2,500.00	2,500.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4105	ICS SERVICE COMPANY	120.00	120.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4106	GRUETT TREE COMPANY INC	750.00	750.00	012899390 4343	Gardening / Gardening Supplies
E20M4107	GANAHL LUMBER COMPANY	440.81	440.81	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
E20M4110	CRANDALL, SAM	150.00	150.00	012869390 5899	Maintenance/Operation / Other Operating Expenses
E20M4127	EBERHARD EQUIPMENT	490.00	490.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
E20R0090	FRED PRYOR SEMINARS	414.00	207.00	012719385 5210	Purchasing / Travel, Conference, Workshop
			128.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
			79.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
E20R0127	SOUTHWEST SCHOOL AND OFFICE SU	54.38	54.38	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
E20R0215	ARROWHEAD MOUNTAIN SPRING	7,315.75	665.55	012719275 4325	Curriculum/Instruction Office / Office Supplies
			645.97	012719470 4325	Personnel Department / Office Supplies
			130.50	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			482.85	012723131 4325	Sch Site Admin - Gisler / Office Supplies
			730.80	012723232 4325	Sch Site Admin - Cox / Office Supplies
			219.81	012723535 4325	Sch Site Admin - Moiola / Office Supplies
			528.53	012723789 4325	Donations Clerical - Oka / Office Supplies
			404.55	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			251.21	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			756.90	012724787 4325	Other Donations Clerical-Courr / Office Supplies
			652.50	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			645.98	012849380 4325	Fiscal Services / Office Supplies
			528.53	012869390 4325	Maintenance/Operation / Office Supplies
			332.78	012919395 4325	Special Ed. Transportation / Office Supplies
			221.85	120336098 4325	Extended School Administration / Office Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R0215	*** CONTINUED ***				
			117.44	133207380 4325	Cafeteria Fund / Office Supplies
E20R0223	CSPCA	657.00	657.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
E20R0224	CODESP	1,750.00	1,750.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
E20R0229	VOLOGY	3,110.26	3,110.26	012109078 4410	Tech/Media Office Operation / Fixed Assets
E20R0230	ACORN MEDIA	148.17	148.17	012719275 4325	Curriculum/Instruction Office / Office Supplies
E20R0231	S & S WORLDWIDE	731.71	731.71	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
E20R0232	CENTRAL DRUG SYSTEM	1,782.00	1,782.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
E20R0233	PURCHASE POWER	18,000.00	18,000.00	012719385 4335	Purchasing / Postage, Bulk Mail, Freight
E20R0234	MCKESSON MEDICAL-SURGICAL INC.	1,514.67	1,514.67	012719470 4327	Personnel Department / Health Supplies
E20R0235	TARGET STORES	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0236	STAPLES	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0237	TARGET STORES	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0238	STAPLES	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0239	CONSTRUCTIVE PLAYTHINGS	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0240	TARGET STORES	65.25	65.25	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0241	LAKESHORE LEARNING MATERIALS	43.50	43.50	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0242	TARGET STORES	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0243	LAKESHORE LEARNING MATERIALS	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0244	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
E20R0245	CENTRATION INC	10,749.96	10,749.96	012849380 5813	Fiscal Services / Consultant
E20R0246	SOUTHWEST SCHOOL AND OFFICE SU	5,300.00	5,300.00	010011089 4310	Donations - Tamura / Instructional Supplies
E20R0247	GENERAL BINDING CORPORATION	64.08	64.08	010014089 4310	Donations - Plavan / Instructional Supplies
E20R0248	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R0249	PICK UP STIX	60,000.00	60,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0250	FRESH GRILL LLC	30,000.00	30,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0251	PAPA JOHNS OF ORANGE COUNTY	45,000.00	45,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0252	DRIFTWOOD DAIRY INC.	72,000.00	72,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0253	SAMS CLUB	4,000.00	4,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0254	A & R WHOLESALE	41,000.00	41,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0255	AMECI'S PIZZA	45,000.00	45,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0256	SWIFT PRODUCE	20,000.00	20,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0257	P & R PAPER SUPPLY COMPANY	21,000.00	21,000.00	133207380 4720	Cafeteria Fund / Other Food
E20R0258	JOSEPH WEBB FOODS INC	220,000.00	220,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0259	SMART & FINAL	2,000.00	2,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0260	PIZZA HUT OF AMERICA	31,000.00	31,000.00	133207380 4710	Cafeteria Fund / FOOD
E20R0261	TOSHIBA BUSINESS SOLUTIONS	92.82	92.82	012723838 4325	Sch Site Admin - Talbert / Office Supplies
E20R0262	TARGET STORES	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0263	PROCARE WORK INJURY CENTER	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
E20R0264	FOUNTAIN VALLEY SCHOOL DISTRIC	2,557.48	2,557.48	012849380 5450	Fiscal Services / OTHER INSURANCE
E20R0265	IS CONCEPTS	1,000.00	1,000.00	133207380 4790	Cafeteria Fund / Food Servies Supplies
E20R0266	SCHOOL SPECIALTY	4,000.00	4,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R0267	SCHOOL SPECIALTY	3,262.50	3,262.50	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0268	SCHOOL SPECIALTY	750.00	750.00	015514960 4310	Special Ed. - Masuda RSP / Instructional Supplies
E20R0269	SCHOOL SPECIALTY	250.00	250.00	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
E20R0270	SCHOOL SPECIALTY	300.00	300.00	012734949 4327	Health Supplies - Masuda / Health Supplies
E20R0271	SCHOOL SPECIALTY	400.00	400.00	010144988 4310	ASB Donations Instr - Masuda / Instructional Supplies
E20R0272	VIRCO MANUFACTURING	141.21	141.21	010014089 4310	Donations - Plavan / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R0273	RAMIREZ, JUAN CARLOS	8,500.00	4,000.00	012869390 4347	Maintenance/Operation / Repair & Upkeep of Equipment
			3,000.00	012919395 5645	Special Ed. Transportation / Outside Services - Repairs
			1,500.00	012929395 5645	Home-to-School Transportation / Outside Services -
E20R0274	CHELSTAY ADVERTISING	1,060.31	1,060.31	010013189 4325	Donations - Gisler / Office Supplies
E20R0275	LAKESHORE LEARNING MATERIALS	250.00	250.00	010013189 4310	Donations - Gisler / Instructional Supplies
E20R0276	BARNES AND NOBLE	243.17	243.17	011493188 4310	FVEF Teacher Grants - Gisler / Instructional Supplies
E20R0277	ATKINSON ANDELSON LOYA RUDD &	5,000.00	5,000.00	402969380 5830	Property Legal / Legal Fees
E20R0278	PRACTI-CAL	5,704.70	5,704.70	012289961 5813	MAA - Administration / Consultant
E20R0279	STAPLES	326.20	326.20	012289961 4325	MAA - Administration / Office Supplies
E20R0280	SOUTHWEST SCHOOL AND OFFICE SU	325.15	325.15	012289961 4325	MAA - Administration / Office Supplies
E20R0281	LUNCHBYTE SYSTEMS INC.	3,307.98	3,307.98	133207380 4399	Cafeteria Fund / Equipment Under \$500.00
E20R0282	CALIFORNIA DEPARTMENT OF EDUCA	316.45	316.45	017109275 4322	Testing / Testing Supplies
E20R0284	STAPLES	163.13	163.13	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
E20R0285	LAKESHORE LEARNING MATERIALS	81.56	81.56	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0286	LAKESHORE LEARNING MATERIALS	32.63	32.63	120016498 4310	Child Dev Oka Preschool Instr / Instructional Supplies
E20R0287	ORIENTAL TRADING COMPANY	108.75	108.75	120016498 4310	Child Dev Oka Preschool Instr / Instructional Supplies
E20R0288	KEENAN & ASSOCIATES	2,800.00	2,800.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
E20R0289	IRESPOND	1,087.50	1,087.50	010014787 4310	Other Donations - Courreges / Instructional Supplies
E20R0290	LAKESHORE LEARNING MATERIALS	250.00	250.00	012289961 4310	MAA - Administration / Instructional Supplies
E20R0291	ORANGE COUNTY DEPARTMENT OF ED	300.00	300.00	010308255 5210	EIA-Administration / Travel, Conference, Workshop
E20R0293	RALPHS GROCERY COMPANY	326.25	326.25	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
E20R0294	SMART & FINAL	543.75	543.75	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
E20R0295	SAMS CLUB	326.25	326.25	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
E20R0296	FOLLETT EDUCATIONAL SERVICES	1,058.36	1,058.36	016279078 4110	7156 Instructional Mat'l Fund / Basic Textbooks

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R0297	METRO BUSINESS SOLUTIONS INC.	5,280.00	5,280.00	012059385 5640	Publications / Outside Services - Leases
E20R0298	METRO BUSINESS SOLUTIONS INC.	10,800.00	10,800.00	012059385 5640	Publications / Outside Services - Leases
E20R0299	METRO BUSINESS SOLUTIONS INC.	10,620.00	10,620.00	012719385 5640	Purchasing / Outside Services - Leases
E20R0300	HOUGHTON MIFFLIN HARCOURT	1,642.55	1,642.55	016279078 4110	7156 Instructional Mat'l Fund / Basic Textbooks
E20R0301	PRENTICE HALL	787.19	787.19	012129078 4110	Lottery Instructional Material / Basic Textbooks
E20R0302	LAKESHORE LEARNING MATERIALS	43.50	43.50	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R0303	TARGET STORES	108.75	108.75	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
E20R0304	RENAISSANCE LEARNING INC	1,865.25	1,865.25	010014789 4310	Donations - Courreges / Instructional Supplies
E20R0305	METRO BUSINESS SOLUTIONS INC.	332.78	332.78	012723737 4325	Sch Site Admin - Oka / Office Supplies
E20R0306	K12 SAVINGS TEXTBOOK BROKERS I	1,009.08	1,009.08	016279078 4110	7156 Instructional Mat'l Fund / Basic Textbooks
E20R0307	WRIGHT GROUP INC	486.27	486.27	010013789 4310	Donations - Oka / Instructional Supplies
E20R0308	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
E20R0309	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0310	SOUTHWEST SCHOOL AND OFFICE SU	150.00	150.00	010142989 4325	Donations - Fulton / Office Supplies
E20R0311	RALPHS GROCERY COMPANY	300.00	300.00	010142989 4310	Donations - Fulton / Instructional Supplies
E20R0312	RALPHS GROCERY COMPANY	6,500.00	6,500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0313	AARDVARK CLAY AND SUPPLY	750.00	750.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0314	OFFICE DEPOT	521.97	521.97	010142989 4399	Donations - Fulton / Equipment Under \$500.00
E20R0315	SCHOOL SPECIALTY	169.52	169.52	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
E20R0316	TOMARK SPORTS	823.79	823.79	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
E20R0317	HOME DEPOT	2,200.00	2,200.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0318	STEWART MACDONALD	215.63	215.63	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0319	LUTHIERS MERCANTILE INTERNATIO	324.11	324.11	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0320	SAMS CLUB	1,087.50	1,087.50	012849380 4325	Fiscal Services / Office Supplies



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 09/16/2010**

**FROM 08/12/2010 TO 09/09/2010**

<b><u>PO NUMBER</u></b>	<b><u>VENDOR</u></b>	<b><u>PO TOTAL</u></b>	<b><u>ACCOUNT AMOUNT</u></b>	<b><u>ACCOUNT NUMBER</u></b>	<b><u>PSEUDO / OBJECT DESCRIPTION</u></b>
E20R0321	SAMS CLUB	761.25	761.25	012719380 4329	Business Department / Disaster Supplies
E20R0322	DEPARTMENT OF SOCIAL SERVICES	239.25	239.25	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R0323	DEPARTMENT OF SOCIAL SERVICES	358.88	358.88	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R0324	DEPARTMENT OF SOCIAL SERVICES	717.75	717.75	120016498 4310	Child Dev Oka Preschool Instr / Instructional Supplies
E20R0325	TARGET STORES	81.56	81.56	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0326	TOYS R US	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0327	LAKESHORE LEARNING MATERIALS	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0328	TARGET STORES	54.38	54.38	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0329	SMART & FINAL	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0330	RALPHS GROCERY COMPANY	200.00	200.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0331	SAMS CLUB	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0332	STAPLES	100.00	100.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20S8008	CANNON SPORTS	627.44	627.44	011000000 9320	Revenue Limit - State Revenues / STORES
E20S8009	WAXIE	250.99	250.99	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		178,283.91			
Fund 12 Total:		17,118.73			
Fund 13 Total:		595,504.42			
Fund 25 Total:		178,557.40			
Fund 40 Total:		5,000.00			
Fund 68 Total:		2,800.00			
Total Amount of Purchase Orders:		977,264.46			

**ROTARY CLUB OF FOUNTAIN VALLEY**  
**Quarterly Billing Statement**

**Aug 14, 2010**

**Marc Ecker**  
**10699 El Soneto Ave.,**  
**Fountain Valley, Ca., 92708**

<b>Description</b>	<b>Amount</b>
<b>2009-2010- Fourth Quarter Dues</b>	<b>\$150</b>
<b>2010-2010- First Quarter Dues</b>	<b>150</b>
<b>Balance</b>	<b>\$150</b>

**Make all checks payable to ROTARY CLUB OF FOUNTAIN VALLEY.**  
**You can hand your check to Club Treasurer, Wayne Carr, on Tuesday**  
**morning or mail to:**

**Wayne Carr, 18867 San Felipe St., Fountain Valley, Ca., 92708.**

**Because of the on going expense of the Club, dues are due upon receipt.**

**Note: If there are any changes in you contact information, please let me**  
**know ASAP.**

**Any questions, contact Wayne at 714-746-0332.**

FOUNTAIN VALLEY SCHOOL DISTRICT  
**BUSINESS SERVICES DIVISION**  
DFS/10/11 -- 660  
M E M O R A N D U M

TO: Paul Burkart, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **RESOLUTION 2011-14 — GANN AMENDMENT APPROPRIATIONS  
LIMITATION**  
DATE: August 16, 2010

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**BACKGROUND:**

In accordance with Education Code Sections 1629 and 42132, which specify that each year, governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriation limit is the dollar amount that a District can expend in one fiscal year. The District did not exceed its appropriation limit of \$27,812,997 for 2009-10 and estimated appropriation for 2010-11 is \$27,220,395. The calculation of the appropriation limit is available for public review in the Business Services Office.

**RECOMMENDATION:**

It is recommended that the Governing Board adopt Resolution 2011-14, identifying the 2009-10 actual appropriation limit and the 2010-11 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2011-14  
GANN AMENDMENT  
APPROPRIATIONS LIMIT**

**WHEREAS**, Article XIII B of California Constitution provides certain limitations and controls on the total annual appropriations of any school district; and

**WHEREAS**, Division 9, (commencing with Section 7900) of Title 1 of the Government Code, provides for the implementation of Article XIII B; and

**WHEREAS**, Government Code Section 7900 provides that the governing body of each school district shall annually adopt a resolution to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit for the district for the preceding fiscal year.

**NOW, THEREFORE**, the Board of Trustees of the FOUNTAIN VALLEY SCHOOL DISTRICT hereby resolves and declares as follows:

The actual appropriations limit for 2009-10 was \$27,812,997, and the appropriations in the 2009-10 budget did not exceed the limitation imposed by Article XIII B of the California Constitution.

The appropriations limit for 2010-11 is estimated to be \$27,220,395, and the appropriations in the 2010-11 budget do not exceed the limitations imposed by Article XIII B of the California Constitution.

**BE IT FURTHER RESOLVED**, that the documentation used in determining the appropriations limit shall be available to the public at 10055 Slater Avenue, Fountain Valley, California.

ADOPTED ON THIS 20th DAY OF SEPTEMBER 2010.

SIGNED \_\_\_\_\_

Ian Collins  
Clerk, Board of Trustees

Fountain Valley, California  
County of Orange, State of California

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>A. PRIOR YEAR DATA</b> (2008-09 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2008-09 Actual</b>			<b>2009-10 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	27,498,626.31		27,498,626.31			27,812,997.21
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	6,040.10		6,040.10			6,071.51
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2008-09</b>			<b>Adjustments to 2009-10</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2009-10 data should tie to Principal Apportionment Attendance Software reports)	<b>2009-10 P2 Report</b>			<b>2010-11 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line 10)	6,071.51		6,071.51	6,097.10		6,097.10
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)						
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)		6,071.51				6,097.10
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)		6,071.51				6,097.10
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b> TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	<b>2009-10 Actual</b>			<b>2010-11 Budget</b>		
1. Homeowners' Exemption (Object 8021)	154,195.73		154,195.73	162,980.00		162,980.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	3.00		3.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	15,533,713.90		15,533,713.90	14,786,777.00		14,786,777.00
5. Unsecured Roll Taxes (Object 8042)	712,352.71		712,352.71	1,549,563.00		1,549,563.00
6. Prior Years' Taxes (Object 8043)	859,217.29		859,217.29	865,439.00		865,439.00
7. Supplemental Taxes (Object 8044)	281,611.15		281,611.15	1,109,281.00		1,109,281.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	333,952.95		333,952.95	318,154.00		318,154.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8046, 8047 & 8625) (Only if not counted in redevelopment agency's limit)	1,065,089.18		1,065,089.18	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	18,940,132.91	0.00	18,940,132.91	18,792,197.00	0.00	18,792,197.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	18,940,132.91	0.00	18,940,132.91	18,792,197.00	0.00	18,792,197.00

	2009-10 Calculations			2010-11 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			445,033.00			450,716.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			445,033.00			450,716.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. Revenue Limit State Aid - Current Year (Object 8011)	9,505,453.00		9,505,453.00	9,981,312.00		9,981,312.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	31,991.00		31,991.00	26.00		26.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**			0.00			0.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**			0.00			0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**			0.00			0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**			0.00			0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**			0.00			0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**			0.00			0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00		0.00	0.00		0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**			0.00			0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	996,064.00		996,064.00	1,028,160.00		1,028,160.00
35. Class Size Reduction, Grade 9 (Object 8590)**			0.00			0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	10,533,508.00	0.00	10,533,508.00	11,009,498.00	0.00	11,009,498.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	103,407.00		103,407.00	102,999.00		102,999.00
38. TOTAL STATE AID (Lines C36 plus C37)	10,636,915.00	0.00	10,636,915.00	11,112,497.00	0.00	11,112,497.00
<b>DATA FOR INTEREST CALCULATION</b>						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	41,258,710.32		41,258,710.32	40,411,087.00		40,411,087.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	66,253.93		66,253.93	100,000.00		100,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			27,498,626.31			27,812,997.21
2. Inflation Adjustment			1.0062			0.9746
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0052			1.0042
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			27,812,997.21			27,220,394.58
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			18,940,132.91			18,792,197.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			728,581.20			731,652.00
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			9,317,897.30			8,878,913.58
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			9,317,897.30			8,878,913.58
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			45,450.20			68,643.92
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			18,985,583.11			18,860,840.92
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			9,272,447.10			8,810,269.66
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			18,985,583.11			
b. State Subventions (Line D8)			9,272,447.10			
c. Less: Excluded Appropriations (Line C23)			445,033.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			27,812,997.21			

California Dept of Education  
SACS Financial Reporting Software - 2010.2.0  
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Fountain Valley School District

**BUSINESS SERVICES DIVISION**

ASB/S 10-11 - 78

**M E M O R A N D U M**

TO: Marc Ecker, Superintendent  
FROM: Paul Burkart, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2011-15: APPOINTMENT OF CUSTODIAN  
THE REVOLVING CASH FUND**  
DATE: August 16, 2010

---

**BACKGROUND**

Education Code Section 42800 provides that the Governing Board may establish a Revolving Cash Fund in an amount not more than two percent (2%) of the district's estimated expenditures during the fiscal year, and not in any event, to exceed \$35,000 for an elementary school district.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution 2011-15 naming Stephen McMahon, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

cl



FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION 2011-15**  
**APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

**WHEREAS**, Education Code section 42800 authorizes the Governing Board of any school district to establish a Revolving Cash Fund; and

**WHEREAS**, Education Code section 42800 requires that the Governing Board adopt a resolution setting forth the need for a Revolving Cash Fund and designate the officer authorized to sign checks from the Revolving Cash Fund; and

**WHEREAS**, the Revolving Cash Fund may be used for any lawful education purpose authorized under Education Code section 35160; and

**WHEREAS**, the maximum amount of the revolving cash shall not exceed the limits set forth in Education Code section 42800;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees authorizes the Assistant Superintendent, Business Services, be appointed as custodian of said Fund and that the signature of the custodian be required on checks drawn on the Revolving Cash Fund.

SIGNATURE:

Stephen McMahon  
Assistant Superintendent  
Business Services

\_\_\_\_\_

AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA)  
 ) SS.  
COUNTY OF ORANGE )

I, Ian Collins, Clerk of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 20<sup>th</sup> day of September 2010, and passed by \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20<sup>th</sup> day of September 2010.

\_\_\_\_\_  
Clerk of Board of Trustees

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S 10/11 - 79

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Paul Burkart, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2011-16: AUTHORIZATION OF APPROVAL OF  
VENDOR CLAIMS/ORDERS**  
DATE: August 16, 2010

---

**BACKGROUND**

Authorization of Approval of Vendor Claims/Orders is required to approve vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems), and that all previous authorizations of signatures are rescinded.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Resolution 2011-16: Authorization of Approval of Vendor Claims/Orders.

cl

## RESOLUTION 2011-16

### AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE September 20, 2010

I, Ian Collins, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said board at a regular meeting thereof, held on the 20<sup>th</sup> day of September 2010 adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective 15<sup>th</sup> day of September 2010; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

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NAME TYPED

SPECIMEN SIGNATURE

Marc Ecker

Stephen McMahon

Dedra Norman

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IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of September 2010.

Clerk \_\_\_\_\_

Fountain Valley School District

**BUSINESS SERVICES DIVISION**

ASB/S 10/11 - 80

**M E M O R A N D U M**

TO: Marc Ecker, Superintendent  
FROM: Paul Burkart, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2011-17: AUTHORIZATION OF SIGNATURES**  
DATE: August 16, 2010

---

**BACKGROUND**

Authorization of Signatures is required to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment, warrant registers as indicated, (this will also include electronic warrants within the Accounting Systems), and that all previous authorization of signatures are rescinded.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Resolution 2011-17: Authorization of Signatures.

cl

**RESOLUTION 2011-17: AUTHORIZATION OF SIGNATURES**FOUNTAIN VALLEY SCHOOL DISTRICTDATE: September 15, 2010

I, Ian Collins, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 20<sup>th</sup> day of September, 2010, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME TYPED</u>	<u>SPECIMEN SIGNATURE</u>	AUTHORIZED TO SIGN:			
		<u>PAYROLL</u>		<u>VENDOR PAYMENTS</u>	
		<u>NOE/CS</u>	<u>TIME SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
<u>Marc Ecker</u>	_____		<u>X</u>	<u>X</u>	<u>X</u>
<u>Stephen McMahon</u>	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Dedra Norman</u>	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>FACSIMILE SIGNATURES</u>					
<u>Marc Ecker</u>	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Stephen McMahon</u>	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
<u>Dedra Norman</u>	_____	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>

I further certify that the signatures following are those of the members of the governing Board not mentioned above.

<u>NAME TYPED</u>	<u>SIGNATURE</u>
<u>Tony McCombs</u>	_____
<u>Judith Edwards</u>	_____
<u>Christine Allcorn</u>	_____
<u>Ian Collins</u>	_____
<u>Nicola Weiss</u>	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 20<sup>th</sup> day of September, 2010.

Clerk \_\_\_\_\_

Fountain Valley School District

**BUSINESS SERVICES DIVISION**

ASB/S 10/11 - 81

**M E M O R A N D U M**

TO: Marc Ecker, Superintendent  
FROM: Paul Burkart, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2011-18: AUTHORIZATION OF SIGNATURES ON  
REPLACEMENT WARRANTS**  
DATE: August 16, 2010

---

**BACKGROUND**

Any warrant that is presented to the County Treasurer within six months after it was issued is void and said warrants are then voided and replaced by issuing another warrant. In order to eliminate the necessity of obtaining a second board approval for the same warrant, a Resolution authorizing district employees to sign is required.

**RECOMMENDATIONS**

It is recommended that the Board of Trustees approve Resolution 2011-18: Authorization of Signatures on Replacement Warrants.

cl

## RESOLUTION 2011-18

### AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

WHEREAS, Education Code Section 42660/85270 states that any school warrant not presented to the County Treasurer within six months after it was issued is void;

NOW, THEREFORE BE IT RESOLVED, that the following district employees are hereby authorized to sign replacement warrants within the provisions of Education Code Section 42660/85270; said warrants to replace warrants that are not presented to the County Treasurer within six months, or as otherwise provided after issuance, and thus become void:

Marc A. Ecker, Superintendent  
Stephen McMahon, Assistant Superintendent, Business Services  
Rosemary Eadie, Deputy Superintendent, Instruction & Personnel  
Dedra Norman, Director, Fiscal Services  
Ross Hessler, Director, Human Resources

MOTION:

SECOND:

AYES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA )

ss

COUNTY OF ORANGE )

I, Ian Collins, Clerk of the Board of Trustees of Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 20<sup>th</sup> of September, 2010, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20<sup>th</sup> day of September, 2010.

Clerk \_\_\_\_\_

Fountain Valley School District

**BUSINESS SERVICES DIVISION**

D/FS 10/11 – 662

**M E M O R A N D U M**

TO: Marc Ecker, Superintendent  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **RESOLUTION 2011-19: AUTHORIZATION OF SIGNATURES ON  
ELECTRONICALLY PRINTED CHECKS**  
DATE: August 16, 2010

---

**BACKGROUND**

Due to a change in District administration, the signature on the District's electronically printed vendor checks produced by the Orange County Superintendent of Schools needs to be updated as of September 15, 2010.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Resolution 2011-19: Authorization of Signatures on Electronically Printed Checks, appointing Stephen McMahon as the authorized signature.

cl



**RESOLUTION 2011-19**

**AUTHORIZATION OF SIGNATURES**  
**ON ELECTRONICALLY PRINTED CHECKS**

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE: September 15, 2010

I, Ian Collins, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 20th day of September, 2010, adopted by a majority vote of said Board, a resolution that the following named person(s) signature(s) be printed electronically on the vendor checks produced by the Orange County Superintendent of Schools.

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TYPED NAME

SIGNATURE

Stephen McMahon

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Clerk

\_\_\_\_\_  
Date

FOUNTAIN VALLEY SCHOOL DISTRICT  
BUSINESS SERVICES DIVISION  
DFS/10-11 -- 661  
M E M O R A N D U M

TO: Paul Burkart, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **CAPITAL FACILITIES FUND - DEVELOPER FEES**  
DATE: August 16, 2010

---

**BACKGROUND**

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

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

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing incomplete improvements identified in paragraph (2) of subdivision (a).

Government Code Section 66006 requires the local agency to review this fund at a regularly scheduled public meeting.

Attached are worksheets summarizing the fees collected, interest earned, and specific expenditures on projects during fiscal year 2009-10.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund Income to Expenditures.

[illegible]

[illegible]

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

[illegible]

FOUNTAIN VALLEY SCHOOL DISTRICT  
CAPITAL FACILITIES FUND  
FISCAL YEAR ENDING 6/30/2009

	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10
Beginning Balance	385,767.72	429,555.55	95,136.02	128,788.41	414,904.42	0.00
Income						
8660 Interest	8,960.96	6,609.09	4,982.59	5,777.70	7,534.32	
8681 Developer Fees	110,443.70	111,515.87	67,305.15	423,913.47	278,866.65	
8699 Other Local	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	119,404.66	118,124.96	72,287.74	429,691.17	286,400.97	0.00
Total Resources Available	505,172.38	547,680.51	167,423.76	558,479.58	701,305.39	0.00
Expenditures						
2000						
3000						
4000 Supplies	6,261.16	5,831.74	6,577.93	0.00	14,506.89	
5000 Services & Other Operating Expense	3,683.58	5,568.77	2,117.91	12,863.03	38,873.64	
6000 Capital Outlay	21,248.50	441,143.98	29,939.51	130,712.13	120,369.45	
7000 Other Outgo	44,423.59	0.00	0.00	0.00	19,037.78	
Total Expenditures	75,616.83	452,544.49	38,635.35	143,575.16	192,787.76	0.00
Ending Balance	429,555.55	95,136.02	128,788.41	414,904.42	508,517.63	0.00

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
DFS/10-11 - 665

M E M O R A N D U M

TO: Paul Burkart, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2009-10**  
DATE: August 24, 2010

---

**BACKGROUND**

Attached is a four-year financial comparison of the unaudited actuals for the fiscal year ending June 30, 2010 and the 2010-11 budgets. The full unaudited actuals report was sent under separate cover. The total fund ending balance is \$3,653,510 of which \$1,760,604 is restricted. The ending balance is \$194,728 more than the estimated end of the year actual. The difference in the ending balance is a result of reduced expenditures in the categorical programs, adjustment in the contribution to Special Education, Class-Size Reduction, Transportation Programs, one time grants and carryover of one time stimulus funds. The Fountain Valley School District has met all of the requirements outlined in AB1200 and reports an undesignated amount of \$237,721. All of the District's funds reflect a positive ending balance.

The 2009-10 budgets reflect the difference in the projected ending balance. Increase/decrease in revenue and expenditure enhancements affecting the budget will be addressed at the first interim reporting period in December.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the unaudited actuals for fiscal year 2009-10 and the corrected 2010-11 beginning balance.

**FOUNTAIN VALLEY SCHOOL DISTRICT  
2006-07 Budget**

**SUMMARY OF FUNDS**

	GENERAL Form 01	CHILD DEVELOPMENT Form 12	CAFETERIA Form 13	DEFERRED MAINTENANCE Form 14	SPECIAL RESERVE OTHER Form 17	CAPITAL FACILITIES Form 25	County School Facilities Form 35	SPECIAL RESERVE Form 40	Workers' Comp Form 6768	Health/Welfare Form 6769	TOTAL
Beginning Balance	3,947,051	322,177	173,667	1,784,347	15,955	95,136	821,898	24,760,343	891,242	546,480	33,358,296
Revenue/Transfers In	46,775,895	2,041,888	1,103,958	10,000	1,000	285,000	2,690,326	1,403,044	714,165	3,791,000	58,816,276
Expenditures/ Transfers Out	46,190,145	2,034,563	1,128,205	1,671,500	0	285,000	3,512,224	7,340,948	811,359	4,055,900	67,029,844
Ending Balance	4,532,801	329,502	149,420	122,847	16,955	95,136	0	18,822,439	794,048	281,580	25,144,728





PLEASE NOTE:

A copy of the **Unaudited Actuals for Fiscal Year 2009-10**  
for the Fountain Valley School District  
is available for review at the District Office.

Please contact the Superintendent's office at 714.843.3255.

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
ADOPTED BUDGET FOR FISCAL YEAR 2010-11

GENERAL FUND

	Actuals 2005-06	Actuals 2006-07	Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Budget 2010-11
<b><u>INCOME BY SOURCE</u></b>						
<b><u>8011-8095 REVENUE LIMIT SOURCES</u></b>						
<b>INCOME ACCOUNT NUMBER</b>						
8011 Principal Apportionment-State Aid	12,244,509	14,537,102	14,021,458	13,203,960	9,505,453	9,981,312
8019 Prior Year Adjustment to Rev. Limit	(11,082)	26,986	(23,387)		31,991	26
8021 Homeowners' Exemption	162,980	157,371	157,482	151,064	154,196	162,980
8022 Timber Yield Tax	0	2		5		3
8030 Trailer Coach Fees						
8041 Secured Roll Taxes	13,623,199	14,658,637	16,068,209	16,468,053	15,533,714	14,786,777
8042 Unsecured Roll Taxes	604,019	674,481	701,967	680,210	712,353	1,549,563
8043 Prior Years' Taxes	561,403	402,462	804,757	665,207	859,217	865,439
8044 Supplemental Taxes	1,165,049	959,200	821,077	464,367	281,611	1,109,281
8045 Education Revenue Augmentation (ERAF)	1,199,418	32,689	(93,399)	239,699	333,953	318,154
8046 Supplemental Educational Revenue (SERAF)					1,065,089	
8047 Community Redevelopment Funds	17,864	21,367	25,501	44,292		-
8092 Pers Reduction Transfer	260,006	278,067	300,829	281,826	243,835	171,548
8097 Property Taxes Transfer						
<b>TOTAL: REVENUE LIMIT SOURCES</b>	<b>29,827,365</b>	<b>31,748,364</b>	<b>32,784,494</b>	<b>32,198,683</b>	<b>28,721,412</b>	<b>28,945,083</b>

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
ADOPTED BUDGET FOR FISCAL YEAR 2010-11

GENERAL FUND

	Actuals 2005-06	Actuals 2006-07	Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Budget 2010-11
<b><u>8110-8290 FEDERAL REVENUES</u></b>						
8160 Chapter I/Chapter II/Migrant						
8181 Special Education Entitlement PL94-142	896,277	900,511	901,304	981,324	1,369,560	1,467,135
8182 Federal Preschool Grant PL94-157	140,172	128,508	100,093	145,122	190,052	141,416
8290 Other Federal Revenue	567,664	496,172	533,972	2,584,240	1,161,580	728,262
<b>TOTAL: Federal Revenues</b>	<b>1,604,113</b>	<b>1,525,191</b>	<b>1,535,369</b>	<b>3,710,686</b>	<b>2,721,192</b>	<b>2,336,813</b>
<b><u>8311-8590 OTHER STATE REVENUES</u></b>						
8311 Special Ed Apportionments-Current Year						
8311 Gifted/Talented (GATE)	51,695	54,170	56,159	47,215		
8311 Home-to-School Transportation	157,499	166,823	173,725	152,241	138,343	137,816
8311 School Improvement Program	143,338					
8311 Economic Impact Aid	148,660	279,612	313,084	311,912	260,317	259,328
8311 Special Education Transportation	297,837	315,469	329,760	329,760	264,330	263,326
8319 Special Ed Apportionments-Prior Year			3,574	(14,145)	8,211	
8311 Supplemental Instruction Programs			141,463	0		
8311 All Other State Apportionments-Prior Year		(44)		-1		
8434 Class Size Reduction K-3	1,460,939	1,531,392	1,561,767	1,378,258	996,064	1,028,160
8550 Mandated Costs	50,873	460,531	2,744			
8560 Lottery	994,882	868,800	859,908	750,163	799,401	772,988
8590 Drug/Alcohol/Tobacco Funds	10,488		6,919	17,763	5,149	
8590 School Counseling Program			112,029	97,339		
8590 Arts and Music Block Grant			101,826	88,507		
8590 Instructional Materials K-8	379,013	407,810	423,406	359,579		
8590 Other Instructional Materials						
8590 Teacher Credentialing Block Grant	0			82,627		
8590 Peer Assistant Review	0			0		
8590 Professional Development Block Grant	209,022	219,736	229,426	193,220		
8590 School & Library Improvement Block Grant	702,904	744,514	774,506	652,244		
8590 Targeted Instructional Improvement Block Grant	369,743	391,631	407,408	342,956		
8590 Educational Technology Assistance Grants	0					
8590 Beginning Teacher Support						
8590 All Other State Revenue	277,467	1,606,921	400,985	455,018	1,981,095	1,999,947
<b>TOTAL: Other State Revenues</b>	<b>5,254,360</b>	<b>7,047,365</b>	<b>5,898,689</b>	<b>5,244,656</b>	<b>4,452,910</b>	<b>4,461,565</b>
<b><u>8615-8799 OTHER LOCAL REVENUES</u></b>						
8625 Community Redevelopment Fund	23,393					
8631 Sale of Equipment/Supplies	0	3,713	227	0		
8650 Leases/Rentals	958,819	555,847	82,406	4,313	5,455	5,000
8660 Interest	453,358	427,094	305,655	207,295	66,254	100,000
8662 Gains/Loss on Investments						
8675 Transportation Services	41,111	41,681	41,007	46,893	38,740	65,000
8677 Interagency Revenues Fees	88,325	68,501	91,409	92,652	83,900	92,000
8689 All Other Fees/Contracts	91,193	60,606	176,559	399,612	408,930	241,577
8699 Other Local Income	823,565	724,433	1,302,239	1,566,872	1,657,246	932,891
8791 Special Education	2,869,568	3,099,733	3,062,639	3,172,478	3,102,671	3,231,158
8793 All Other Transfers in From JPA						
<b>TOTAL: Other Local Revenues</b>	<b>5,349,332</b>	<b>4,981,608</b>	<b>5,062,141</b>	<b>5,490,115</b>	<b>5,363,196</b>	<b>4,667,626</b>
<b>REVENUE TOTAL</b>	<b>42,035,170</b>	<b>45,302,528</b>	<b>45,280,693</b>	<b>46,644,140</b>	<b>41,258,710</b>	<b>40,411,087</b>

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
ADOPTED BUDGET FOR FISCAL YEAR 2010-11

GENERAL FUND

	Actuals 2005-06	Actuals 2006-07	Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Budget 2010-11
<u>8910-8729 INTERFUND TRANSFERS IN</u>						
8912 IFT-IN Fr Special Reserve Fund	942,957	2,655,420				
8919 Other Authorized Interfund Transfers In			4,630,366	3,778,663	3,309,037	4,321,871
<b>TOTAL: Revenue and Transfers In</b>	42,978,127	47,957,948	49,911,059	50,422,803	44,567,747	44,732,958
<b>BEGINNING BALANCE</b>	4,861,098	3,947,051	4,055,373	3,888,006	5,252,263	3,653,509
<b>Audit Adjustment</b>						
<b>TOTAL RESOURCES AVAILABLE</b>	47,839,225	51,904,999	53,966,432	54,310,809	49,820,010	48,386,467
<b>EXPENDITURES</b>						
<u><b>1000 Certificated Salaries</b></u>						
1100 Teachers	19,000,652	20,404,352	21,689,039	21,238,680	19,533,077	18,673,210
1200 Principals/Assistant Principals	674,811	853,673	939,770	913,432	884,396	915,263
1300 Supervisors	2,355,411	2,474,556	2,633,606	2,625,551	2,640,217	2,657,200
1900 Other Certificated Salaries	81,883	281,974	308,657	132,094	119,588	6,500
Subtotal	22,112,757	24,014,555	25,571,072	24,909,757	23,177,278	22,252,173
<u><b>2000 Classified Salaries</b></u>						
2100 Instructional Aides	2,470,450	2,814,433	3,125,487	3,058,346	2,948,918	2,924,460
2200 Classified Support	2,937,862	3,116,992	3,349,161	3,148,809	2,889,183	2,820,498
2300 Classified Supervisors' and Administrators	708,248	712,965	788,696	846,854	843,855	794,231
2400 Clerical, Technical and Office	2,135,807	2,338,865	2,469,836	2,369,039	2,302,730	2,116,640
2900 Other Classified Salaries	247,942	297,694	339,074	354,243	335,938	304,081
Subtotal	8,500,309	9,280,949	10,072,254	9,777,291	9,320,624	8,959,910
<u><b>3000 Employee Benefits</b></u>						
3100 State Teachers' Retirement System (STRS)	1,807,125	1,974,570	2,093,538	2,034,360	1,884,074	1,833,227
3200 Public Employees' Retirement System (PERS)	678,581	712,692	813,581	812,368	809,706	832,980
3300 OASDI/Medicare	800,881	896,052	954,745	967,531	940,937	941,615
3400 Health & Welfare	2,744,960	2,921,839	3,206,495	3,291,861	3,117,468	3,126,684
3500 State Unemployment Insurance	131,661	15,676	20,222	101,788	98,648	219,861
3600 Workers' Compensation Insurance	644,851	628,576	667,062	651,816	611,293	586,956
3700 Retiree Benefits	431,736	527,189	580,002	655,960	711,682	667,760
3800 PERS Reduction	210,802	229,433	249,589	228,327	194,671	123,107
3900 Other Fringe Benefits	17,893	68,548	71,454	99,637	125,437	96,770
Subtotal	7,468,490	7,974,575	8,656,688	8,843,648	8,493,916	8,428,960
<u><b>4000 Books &amp; Supplies</b></u>						
4100 Textbooks	238,870	576,270	255,681	648,650	221,524	81,698
4200 Other Books	37,024	20,387	20,598	23,048	29,921	1,788
4300 Instructional Material & Supplies	932,547	1,061,013	953,846	938,434	937,648	656,307
4400 Noncapitalization Equipment	213,897	411,548	476,920	334,115	410,553	81,624
Subtotal	1,422,338	2,069,218	1,707,045	1,944,247	1,599,646	821,417

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
ADOPTED BUDGET FOR FISCAL YEAR 2010-11

GENERAL FUND

	Actuals 2005-06	Actuals 2006-07	Actuals 2007-08	Budget 2008-09	Actuals 2009-10	Budget 2010-11
<b><u>5000 Services &amp; Other Operating Expenses</u></b>						
5100 Instructional Consultants/Lecturers						
5200 Travel/Conference	107,082	139,881	122,297	97,554	46,259	38,608
5300 Dues/Memaberships	36,776	38,472	41,652	42,037	36,913	18,785
5400 Insurance	208,307	249,448	262,241	237,797	239,511	254,578
5500 Utilities/Housekeeping	953,816	1,007,987	915,174	824,467	805,945	877,600
5600 Rentals/Leases/Repairs	381,424	482,654	553,260	585,825	580,952	508,824
5750 Direct Costs for Interfund Services	(9,985)	(8,433)	(13,218)	(9,910)	(11,860)	(10,600)
5800 Other Services & Operating Expenses	1,246,665	1,298,816	1,449,096	1,261,135	1,174,044	2,085,690
5900 Communications	194,665	177,858	206,669	153,497	163,637	208,820
Subtotal	3,118,750	3,386,683	3,537,171	3,192,402	3,035,401	3,982,305
<b><u>6000 Capital Outlay</u></b>						
6100 Sites & Improvements of Sites	7,542	4,033	66,636	4,151	30,549	30,000
6200 Buildings & Improvements of Buildings	5,774	61,280	2,347	16,275	16,210	31,000
6400 Equipment	71,000	674,213	135,786	39,462	27,343	9,900
6500 Replacement of Equipment	916,705	141,634	16,772	31,770		
Subtotal	1,001,021	881,160	221,541	91,658	74,102	70,900
<b>SUBTOTAL: Expenditures</b>	43,623,665	47,607,140	49,765,771	48,759,003	45,700,967	44,515,665
<b><u>7000 Other Outgo</u></b>						
7100 Tuition						
7141 Tuition, Excess Costs & or Deficit Payments	358,587	325,544	365,240	330,168	550,708	383,213
7142 Payments to County Office					8,091	
7350 Interfund Transfers of Support Costs	(124,590)	(113,965)	(80,160)	(77,793)	(101,946)	(108,165)
7439 Other Debt Service	34,512	30,907	27,575	47,168	8,681	10,000
7612 To: Special Reserve Other Fund						
7615 Interfund Transfer to Deferred Maintenance	0	0	-	0	0	0
7619 Other Authorized Interfund Transfers out						
Subtotal	268,509	242,486	312,655	299,543	465,534	285,048
<b>TOTAL EXPENDITURES AND OTHER OUTGO</b>	43,892,174	47,849,626	50,078,426	49,058,546	46,166,501	44,800,713
<b>ENDING BALANCE</b>	3,947,051	4,055,373	3,888,006	5,252,263	3,653,509	3,585,754

**FOUNTAIN VALLEY SCHOOL DISTRICT**

**2009-10**

**UNAUDITED ACTUALS**

**SUMMARY OF FUNDS**

	GENERAL Form 01	CHILD DEVELOPMENT Form 12	CAFETERIA Form 13	DEFERRED MAINTENANCE Form 14	SPECIAL RESERVE OTHER Form 17	CAPITAL FACILITIES Form 25	County School Facilities Form 35	SPECIAL RESERVE Form 40	Workers' Comp Form 6768	Health/Welfare Form 6769	TOTAL
Beginning Balance	5,252,263	615,081	143,826	43,131	176,926	508,518	44	29,850,957	253,842	654,481	37,499,069
Revenue/Transfers In	44,567,748	2,198,837	1,156,428	539	2,026	177,542	1	324,660	649,290	4,746,584	53,823,655
Expenditures/ Transfers Out	46,166,501	2,108,992	1,109,890	46		107,178	0	4,813,610	533,475	5,187,296	60,026,988
Ending Balance	3,653,510	704,926	190,364	43,624	178,952	578,882	45	25,362,007	369,657	213,769	31,295,736

Fountain Valley School District

**BUSINESS SERVICES DIVISION**

D/FS 10/11 - 663

**M E M O R A N D U M**

TO: Marc Ecker, Superintendent  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **AUTHORIZATION OF SIGNATURES – FACSIMILE SIGNATURES  
(BANK OF AMERICA)**  
DATE: August 16, 2010

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**BACKGROUND**

Due to a change in District administration, the bank records for the District's Revolving Cash Account and the Clearing Account need to be updated as of September 15, 2010.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve authorization of Marc Ecker, Stephen McMahon and Dedra Norman's signatures.

cl



# Fountain Valley School District

10055 Slater Avenue, Fountain Valley, CA 92708 (714) 843-3228 [www.fvdsd.k12.ca.us](http://www.fvdsd.k12.ca.us)

## MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Rosemary Eadie, Deputy Superintendent

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

DATE: September 7, 2010

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### BACKGROUND

In the spring of 2009, CSEA agreed to two furlough days in exchange for saving several classified positions. One of these was an Instructional Assistant position working 10 hours/week at Cox School. When the employee resigned, this position was split into two and given to two Kindergarten Aides who worked an extra hour each day in 2009-10 to provide instructional support.

These positions are the only remaining positions of their type in the district. In prior years, they were funded through the categorically funded School/Library Improvement Program and were called "SLIP Aides." However, this program ended last year and therefore, the funding for these last remaining positions has ended. Though the affected employees will lose their SLIP Aide position, they will keep their kindergarten positions.

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 two classified employees shall be reduced in hours, effective November 8, 2010, following the required 45 day notice.

### RECOMMENDATION

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





# FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • [www.fvsd.k12.ca.us](http://www.fvsd.k12.ca.us)

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## MEMORANDUM

**TO:** Rosemary Eadie, Deputy Superintendent, Instruction

**FROM:** Cathie Abdel, Director, Support Services

**SUBJECT:** Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services Agreement

**DATE:** September 7, 2010 – for September 16, 2010 Board Meeting

---

## **BACKGROUND**

Orange County Department of Education is offering Positive Behavioral Intervention & Supports (PBIS) and Violence Prevention Education Services to the residents of Orange County. District will have four participating schools. District will ensure that PBIS is one of the site's top three goals. District staff to be trained to become experienced and competent to perform services required for implementation of this program. District to receive \$34,000.00 in funds to cover staff trainings, release time and support. Allocation of funds are as follows:

Courreges @ \$8,500  
Gisler @ \$8,500  
Moiola @ \$8,500  
Newland @ \$8,500

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement for Provision of Positive Behavioral Interventions and Supports (PBIS) and Violence Prevention Education Services from September 1, 2010 through June 30, 2011 and authorize the Superintendent or designee to sign all documents.

srb

2 AGREEMENT FOR PROVISION OF  
3 POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS AND VIOLENCE  
4 PREVENTION EDUCATION SERVICES  
5 BETWEEN  
6 ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
7 AND  
8 FOUNTAIN VALLEY SCHOOL DISTRICT  
9 FISCAL YEAR 2010/2011

10 This AGREEMENT, entered into this 1st day of September, 2010,  
11 which date is enumerated for purposes of reference only, is by and  
12 between Orange County Superintendent of Schools, 200 Kalmus Drive,  
13 Costa Mesa, California 92626, hereinafter referred to as  
14 "SUPERINTENDENT", and Fountain Valley School District, 10055 Slater,  
15 Fountain Valley, California 92708, hereinafter referred to as  
16 "DISTRICT".

17 WITNESSETH:

18 WHEREAS, SUPERINTENDENT has entered into an AGREEMENT with the  
19 COUNTY OF ORANGE, hereinafter referred to as "COUNTY", to offer  
20 Positive Behavioral Intervention and Supports and Violence  
21 Prevention Education Services to the residents of Orange County; and

22 WHEREAS, SUPERINTENDENT is desirous of contracting with  
23 DISTRICT, subject to the approval of the County Administrator,  
24 hereinafter referred to as "ADMINISTRATOR", for the provision of  
25 Positive Behavioral Intervention and Supports and Violence  
Prevention Education Services in order to comply with the Agreement  
with COUNTY to provide Positive Behavioral Intervention and Supports  
(PBIS) to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and

1 competent to perform the services required, and is agreeable to the  
2 rendering of such services according to the terms and conditions  
3 hereinafter set forth.

4 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

5 1. SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages  
6 DISTRICT as an independent contractor to perform the following  
7 described work and DISTRICT hereby agrees to perform said work upon  
8 the terms and conditions hereinafter set forth. Specifically,  
9 DISTRICT and DISTRICT'S participating schools as described in  
10 Exhibit "A", which is attached and referenced herein, shall perform  
11 the following services for the duration of the AGREEMENT in a  
12 thorough and timely manner:

13 1.1 DISTRICT'S participating schools shall agree to (a)  
14 active participation of site administrator, (b) ensure  
15 that PBIS is one of the site's top three goals, (c)  
16 provide a leadership team that is representative of the  
17 teaching staff, (d) provide a site-level PBIS coach, (e)  
18 use of School-wide Information System (SWIS) for  
19 behavioral progress monitoring, (f) complete monthly  
20 reporting of behavioral data, and (g) commit to  
21 professional development congruent with the  
22 implementation of an evidenced-based practice. DISTRICT  
23 shall provide for substitute teachers, as needed, and  
24 associated costs for participants.

25 1.2 Participate in three (3) full days of training for a  
school-based leadership team of 6 - 8 elementary school

1 and 8 - 10 secondary school participants. The school-  
2 based teams shall consist of the Principal (or other  
3 specified Administrator), teachers representing the  
4 staff, and may include a parent, paraprofessional or  
5 community representative. DISTRICT shall provide for  
6 substitute teachers, as needed, and associated costs for  
7 participants.

8 1.3 Attend four (4) days of New Coaches forums for the  
9 Principal and PBIS school-based coach. DISTRICT shall  
10 provide for substitute teachers, as needed, for  
11 participants.

12 1.4 Establish a site-based leadership team, development of a  
13 statement of behavioral purpose, and identifying,  
14 teaching, reinforcing, and monitoring of school-wide  
15 behavioral expectations per specifications of the orange  
16 county PBIS trainings using the School-wide Information  
17 System (SWIS). DISTRICT shall provide for substitute  
18 teachers, as needed, and associated costs for  
19 participants.

20 1.5 Provide for fidelity measurement of PBIS implementation.  
21 DISTRICT shall provide for substitute teachers, as  
22 needed, and associated costs for participants.

23 1.6 Attend the annual Rtl<sup>2</sup> Conference. DISTRICT shall provide  
24 for substitute teachers, as needed, and associated costs  
25 for participants.

1.7 Complete PBIS surveys, which shall include, the School

1           Assessment Survey (SAS), the Team Implementation  
2           Checklist (TIS), and the School Safety Survey (SSS).  
3           DISTRICT shall provide for substitute teachers, as  
4           needed, and associated costs for participants.

5       1.8   Attend three (3) county-wide PBIS Coordinators meetings  
6           scheduled for September 23, 2010, February 10, 2011, and  
7           June 2, 2011.

8       1.9   DISTRICT shall support the sustainability needs of PBIS.

9       1.10   DISTRICT shall support the PBIS school participation in  
10          the administration of the annual School-wide Evaluation  
11          Tool (SET).

12   2.   TERM. The term of this AGREEMENT shall commence on September  
13   1, 2010 and terminate no later than June 30, 2011, subject to  
14   termination as set forth in this AGREEMENT, provided, however,  
15   DISTRICT shall be obligated to perform such duties as would normally  
16   extend beyond this term including, but not limited to, obligations  
17   with respect to indemnification, audits, reporting, and accounting.  
18   This AGREEMENT shall be void unless approved by ADMINISTRATOR.

19   3.   COMPENSATION.

20       A.   SUPERINTENDENT shall compensate DISTRICT up to a maximum  
21   obligation of Thirty-four thousand dollars (\$34,000.00).

22       B.   Payment shall be made upon performance of services,  
23   approval of SUPERINTENDENT or his designee, and receipt of an  
24   itemized invoice from DISTRICT in duplicate monthly or on or before  
25   the following dates: November 30, 2010, February 28, 2011, May 31,  
2011 and June 30, 2011. All billings for the AGREEMENT period must

1 be received by SUPERINTENDENT no later than June 30, 2011.

2 C. Associated costs for services as described in Section 1  
3 SERVICES TO BE PROVIDED of this AGREEMENT includes, but is not  
4 limited to:

5 1. School-wide reinforcement items (excluding gift  
6 cards).

7 2. Software license for School-wide Information System  
8 (SWIS), which is administered by the University of  
9 Oregon, at a cost of \$250.00 - \$350.00 per year.

10 3. Displays, designs and structural changes to support  
11 the systemic change of PBIS in the school-wide  
12 positive school culture.

13 4. Teacher stipends for work during non-work hours.

14 D. DISTRICT agrees that failure of DISTRICT to timely claim  
15 reimbursement is required in this AGREEMENT shall result in the  
16 inability of SUPERINTENDENT to pay DISTRICT for such services due to  
17 funding requirements of COUNTY.

18 E. Payment shall be mailed to: Fountain Valley School  
19 District, 10055 Slater, Fountain Valley, California 92708, or at  
20 such other place as DISTRICT may designate in writing.

21 4. PAYMENTS.

22 A. SUPERINTENDENT shall pay DISTRICT for the actual costs of  
23 providing the services hereunder; provided, however, the total of  
24 such payments does not exceed DISTRICT'S maximum obligation; and  
25 provided further, DISTRICT'S costs are reimbursable pursuant to  
County, State, and Federal Regulations.

1 B. In support of the billing, DISTRICT shall submit Billings  
2 to SUPERINTENDENT as specified in this AGREEMENT. SUPERINTENDENT  
3 shall use the Billings to determine payment to DISTRICT.

4 C. DISTRICT'S billings shall provide such information as is  
5 required by SUPERINTENDENT. Monthly payments are interim payments  
6 only, and subject to final settlement in accordance with the  
7 Billings paragraph of this AGREEMENT. Billings are due as required  
8 in Section 3 COMPENSATION and payments to DISTRICT should be  
9 released by SUPERINTENDENT no later than thirty (30) calendar days  
10 after receipt of the correctly completed billing form.

11 D. All billings to SUPERINTENDENT shall be supported by  
12 DISTRICT, by source documentation including, but not limited to,  
13 ledgers, journals, time sheets, invoices, bank statements, canceled  
14 checks, receipts, receiving records, and records of services  
15 provided.

16 E. SUPERINTENDENT may withhold or delay any payment if  
17 DISTRICT fails to comply with any provision set forth in this  
18 AGREEMENT.

19 F. DISTRICT shall not claim reimbursement for services  
20 provided beyond the expiration and/or termination of this AGREEMENT,  
21 except as may otherwise be provided under this AGREEMENT.

22 G. DISTRICT shall receive no compensation for the services  
23 provided pursuant to this AGREEMENT other than the rate set forth  
24 above.

25 H. The obligation of SUPERINTENDENT under this AGREEMENT is  
contingent upon the availability of funds furnished by COUNTY. In

1 the event that such funding is terminated or reduced, this AGREEMENT  
2 may be terminated. SUPERINTENDENT shall give DISTRICT written  
3 notification of such termination. Notice shall be deemed served on  
4 the date of mailing.

5 5. COMPLIANCE

6 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a  
7 Compliance Program for the purpose of ensuring adherence to all  
8 rules and regulations related to federal and state health care  
9 programs.

10 1. SUPERINTENDENT shall ensure that DISTRICT is made aware  
11 of the relevant policies and procedures relating to ADMINISTRATOR's  
12 Compliance Program, which is referenced herein and is available for  
13 download at [www.ochealthinfo.com/admin/compliance](http://www.ochealthinfo.com/admin/compliance).

14 2. DISTRICT shall ensure that its employees,  
15 subcontractors, interns, volunteers, and members of Board of  
16 Directors or duly authorized agents, if appropriate, ("Covered  
17 Individuals") relative to this AGREEMENT are made aware of  
18 ADMINISTRATOR's Compliance Program and related policies and  
19 procedures.

20 3. SUPERINTENDENT has the option to adhere to  
21 ADMINISTRATOR's Compliance Program or establish its own provided it  
22 has been approved and accepted by ADMINISTRATOR's Compliance  
23 Officer.

24 4. Upon approval of SUPERINTENDENT's Compliance Program by  
25 ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its  
employees, subcontractors, interns, volunteers, and members of Board



1 of Directors or duly authorized agents, if appropriate, ("Covered  
2 Individuals") relative to this AGREEMENT are made aware of  
3 SUPERINTENDENT's Compliance Program and related policies and  
4 procedures.

5 5. Failure of DISTRICT to submit its Compliance Program and  
6 relevant policies and procedures shall constitute a material breach  
7 of this AGREEMENT. Failure to cure such breach within sixty (60)  
8 calendar days of such notice from SUPERINTENDENT shall constitute  
9 grounds for termination of this AGREEMENT as to the non-complying  
10 party.

11 B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of  
12 Conduct for adherence by ADMINISTRATOR's employees and contract  
13 providers.

14 1. SUPERINTENDENT shall ensure that DISTRICT is made aware  
15 of ADMINISTRATOR's Code of Conduct, which is referenced herein and  
16 is available for download at [www.ochealthinfo.com/admin/compliance](http://www.ochealthinfo.com/admin/compliance).

17 2. DISTRICT shall ensure that its employees,  
18 subcontractors, interns, volunteers, and members of Board of  
19 Directors or duly authorized agents, if appropriate, ("Covered  
20 Individuals") relative to this AGREEMENT are made aware of  
21 ADMINISTRATOR's Code of Conduct.

22 3. SUPERINTENDENT has the option to adhere to  
23 ADMINISTRATOR's Code of Conduct or establish its own provided it has  
24 been approved and accepted by ADMINISTRATOR's Compliance Officer.

25 4. Upon approval of SUPERINTENDENT's Code of Conduct by  
ADMINISTRATOR, DISTRICT shall ensure that its employees,

1 subcontractors, interns, volunteers, and members of Board of  
2 Directors or duly authorized agents, if appropriate, ("Covered  
3 Individuals") relative to this AGREEMENT are made aware of  
4 SUPERINTENDENT's Code of Conduct.

5 6. DISTRICT shall submit to SUPERINTENDENT a signed  
6 acknowledgement and agreement that DISTRICT shall comply with  
7 SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

8 7. Failure of DISTRICT to timely submit the acknowledgement  
9 of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall  
10 constitute a material breach of this AGREEMENT, and failure to cure  
11 such breach within sixty (60) calendar days of such notice from  
12 SUPERINTENDENT shall constitute grounds for termination of this  
13 AGREEMENT as to the non-complying party.

14 C. COVERED INDIVIDUALS - DISTRICT shall screen all Covered  
15 Individuals employed or retained to provide services related to this  
16 AGREEMENT to ensure that they are not designated as "Ineligible  
17 Persons," as defined hereunder. Screening shall be conducted  
18 against the General Services Administration's List of Parties  
19 Excluded from Federal Programs and the Health and Human  
20 Services/Office of Inspector General List of Excluded  
21 Individuals/Entities.

22 1. Ineligible Person shall be any individual or entity  
23 who:

24 a. is currently excluded, suspended, debarred or  
25 otherwise ineligible to participate in the federal health care  
programs; or

1           b. has been convicted of a criminal offense related  
2 to the provision of health care items or services and has not been  
3 reinstated in the federal health care programs after a period of  
4 exclusion, suspension, debarment, or ineligibility.

5           2. DISTRICT shall screen prospective Covered Individuals  
6 prior to hire or engagement. DISTRICT shall not hire or engage any  
7 Ineligible Person to provide services relative to this AGREEMENT.

8           3. DISTRICT shall screen all current Covered Individuals  
9 and subcontractors semi-annually (January and July) to ensure that  
10 they have not become Ineligible Persons. DISTRICT shall also request  
11 that its sub-subcontractors use their best efforts to verify that  
12 they are eligible to participate in all federal and State of  
13 California health programs and have not been excluded or debarred  
14 from participation in any federal or state health care programs, and  
15 to further represent to DISTRICT that they do not have any  
16 Ineligible Person in their employ or under contract.

17           4. Covered Individuals shall be required to disclose to  
18 DISTRICT immediately any debarment, exclusion or other event that  
19 makes the Covered Individual an Ineligible Person. DISTRICT shall  
20 notify SUPERINTENDENT immediately upon such disclosure.

21           5. DISTRICT acknowledges that Ineligible Persons are  
22 precluded from providing federal and state funded health care  
23 services by contract with SUPERINTENDENT in the event that they are  
24 currently sanctioned or excluded by a federal or state law  
25 enforcement regulatory or licensing agency. If DISTRICT becomes  
aware that a Covered Individual has become an Ineligible Person,

1 DISTRICT shall remove such individual from responsibility for, or  
2 involvement with, SUPERINTENDENT business operations related to this  
3 AGREEMENT.

4 6. DISTRICT shall notify SUPERINTENDENT immediately if a  
5 Covered Individual or entity is currently excluded, suspended or  
6 debarred, or is identified as such after being sanction screened.  
7 Such individual or entity shall be immediately removed from  
8 participating in any activity associated with this AGREEMENT.  
9 SUPERINTENDENT will determine if any repayment is necessary from  
10 DISTRICT for services provided by ineligible person or individual.

11 D. REIMBURSEMENT STANDARDS

12 1. DISTRICT shall take reasonable precaution to ensure that  
13 the coding of health care claims, billings and/or invoices for same  
14 are prepared and submitted in an accurate and timely manner and are  
15 consistent with federal, state and county laws and regulations.  
16 This includes compliance with federal and state health care program  
17 regulations and procedures or instructions otherwise communicated by  
18 regulatory agencies including the Centers for Medicare and Medicaid  
19 Services or their agents.

20 2. DISTRICT shall submit no false, fraudulent, inaccurate  
21 or fictitious claims for payment or reimbursement of any kind.

22 3. DISTRICT shall bill only for those eligible services  
23 actually rendered which are also fully documented. When such  
24 services are coded, DISTRICT shall use accurate billing codes to  
25 accurately describe the services provided and to ensure compliance  
with all billing and documentation requirements.

1           4. DISTRICT shall act promptly to investigate and correct  
2 any problems or errors in coding of claims and billing, if and when,  
3 any such problems or errors are identified.

4           E. COMPLIANCE TRAINING - SUPERINTENDENT shall make  
5 ADMINISTRATOR's General Compliance Training and Provider Compliance  
6 Training, where appropriate, available to DISTRICT and its Covered  
7 Individuals.

8           1. Such training will be made available to Covered  
9 Individuals within thirty (30) calendar days of employment or  
10 engagement.

11           2. Such training will be made available to each Covered  
12 Individual annually.

13           3. Each Covered Individual attending training shall  
14 certify, in writing, attendance at compliance training. DISTRICT  
15 shall retain the certifications. Upon written request by  
16 SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

17       6. CONFIDENTIALITY.

18           A. DISTRICT shall agree to maintain the confidentiality of all  
19 records, including billings and any audio and/or video recordings,  
20 in accordance with all applicable Federal and State codes and  
21 regulations, as they now exist or may hereafter be amended or  
22 changed.

23           B. Prior to providing any services pursuant to this AGREEMENT,  
24 all DISTRICT members of the Board of Directors or its designee or  
25 authorized agent, employees, consultants, subcontractors, volunteers  
and interns shall agree, in writing, with DISTRICT to maintain the

1 confidentiality of any and all information and records which may be  
2 obtained in the course of providing such services. The agreement  
3 shall specify that it is effective irrespective of all subsequent  
4 resignations or terminations of DISTRICT members of the Board of  
5 Directors or its designee or authorized agent, employees,  
6 consultants, subcontractors, volunteers and interns.

7 7. CONFLICT OF INTEREST.

8 A. DISTRICT, while providing services under this AGREEMENT,  
9 shall not refer clients or accept client referrals to his or her  
10 private practice or services.

11 B. The parties hereto acknowledge that DISTRICT may be  
12 affiliated with one or more organizations or professional practices  
13 located in Orange County. DISTRICT therefore warrants that he/she  
14 shall not violate any applicable law, rule or regulation of any  
15 governmental entity relating to conflict of interest. DISTRICT  
16 shall not knowingly undertake any act which unjustifiably results in  
17 any relative benefit to any organization or professional practice  
18 with which he/she is affiliated as a direct or indirect result,  
19 whether economic or otherwise in nature, of the performance of  
20 duties and obligations required by this AGREEMENT, when compared to  
21 the result such act has on any other organization or professional  
22 practice.

23 8. EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it  
24 shall fully comply with all federal and state statutes and  
25 regulations regarding the employment of aliens and others and to  
ensure that employees, sub-subcontractors and consultants performing

1 work under this AGREEMENT meet the citizenship or alien status  
2 requirement set forth in federal statutes and regulations.  
3 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors  
4 and consultants performing work hereunder, all verification and  
5 other documentation of employment eligibility status required by  
6 federal or state statutes and regulations including, but not limited  
7 to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324  
8 et seq., as they currently exist and as they may be hereafter  
9 amended. DISTRICT shall retain all such documentation for all  
10 covered employees, sub-subcontractors and consultants for the period  
11 prescribed by the law.

12 9. BILLINGS

13 A. DISTRICT shall submit a final Billings to SUPERINTENDENT no  
14 later than June 30, 2011. DISTRICT shall prepare the Billings in  
15 accordance with requirements identified by SUPERINTENDENT. Such  
16 report shall be prepared in accordance with all applicable federal,  
17 state and county requirements and generally accepted accounting  
18 principles. DISTRICT shall allocate direct and indirect costs to  
19 and between programs, cost centers, services, and funding sources in  
20 accordance with such requirements and consistent with prudent  
21 business practice, which costs and allocations shall be supported by  
22 source documentation maintained by DISTRICT, and available at any  
23 time to SUPERINTENDENT upon reasonable notice.

24 1. If DISTRICT fails to submit an accurate and complete  
25 Billings within the time period specified above, SUPERINTENDENT may  
withhold or delay any or all payments due DISTRICT.

1  
2 B. The Billings shall be the final financial and statistical  
3 report submitted by DISTRICT to SUPERINTENDENT, and shall serve as  
4 the basis for final settlement to DISTRICT. DISTRICT shall document  
5 that costs are reasonable and allowable and directly or indirectly  
6 related to the services to be provided hereunder. The Billings  
7 shall be the final financial record for subsequent audits, if any.

8 C. DISTRICT may be required to submit periodic Billing Reports  
9 throughout the term of the AGREEMENT.

10 D. Final Settlement shall be based upon the actual and  
11 reimbursable costs for services hereunder, less applicable revenues,  
12 not to exceed DISTRICT'S Maximum Obligation as set forth in Section  
13 3, COMPENSATION, of this AGREEMENT. DISTRICT shall not claim  
14 expenditures to SUPERINTENDENT which are not reimbursable pursuant  
15 to applicable Federal, State, and County laws, regulations, and  
16 requirements. Any payment made by SUPERINTENDENT to DISTRICT, which  
17 is subsequently determined to have been for an unreimbursable  
18 expenditure or service, shall be repaid by DISTRICT to  
19 SUPERINTENDENT within thirty (30) calendar days after submission of  
20 the Billings; or SUPERINTENDENT may elect to reduce any amount owed  
21 DISTRICT by an amount not to exceed the reimbursement due  
22 SUPERINTENDENT.

23 10. INDEMNIFICATION

24 A. DISTRICT agrees to indemnify, defend with counsel approved  
25 in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and  
COUNTY, their elected and appointed officials, officers, employees,



1 agents and those special districts and agencies which COUNTY'S Board  
2 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")  
3 harmless from any claims, demands, or liability of any kind or  
4 nature, including but not limited to personal injury or property  
5 damage, arising from or related to the services, products or other  
6 performance provided by DISTRICT pursuant to this AGREEMENT. If  
7 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by  
8 a court of competent jurisdiction because of the concurrent active  
9 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,  
10 SUPERINTENDENT, and COUNTY agree that liability will be apportioned  
11 as determined by the court. None of the parties shall request a  
12 jury apportionment.

13 B. SUPERINTENDENT agrees to indemnify, defend with counsel  
14 approved in writing by DISTRICT and COUNTY, and hold DISTRICT and  
15 COUNTY, their elected and appointed officials, officers, employees,  
16 agents and those special districts and agencies which COUNTY'S Board  
17 of Supervisors acts as the governing Board ("COUNTY INDEMNITIES")  
18 harmless from any claims, demands, or liability of any kind or  
19 nature, including but not limited to personal injury or property  
20 damage, arising from or related to the services, products or other  
21 performance provided by DISTRICT pursuant to this AGREEMENT. If  
22 judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by  
23 a court of competent jurisdiction because of the concurrent active  
24 negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT,  
25 SUPERINTENDENT, and COUNTY agree that liability will be apportioned  
as determined by the court. None of the parties shall request a

1 jury apportionment.

2 C. In the event DISTRICT provides services at the  
3 SUPERINTENDENT'S facility, DISTRICT shall ensure its compliance with  
4 all safety and health requirements for its employees in accordance  
5 with federal, state and county safety and health regulations. Prior  
6 to the execution of this AGREEMENT, DISTRICT shall furnish evidence  
7 satisfactory to SUPERINTENDENT, that DISTRICT has secured, for the  
8 period of this AGREEMENT, full Worker's Compensation coverage from a  
9 reputable insurance company licensed to do business in the State of  
10 California.

11 11. INSPECTIONS AND AUDITS

12 A. SUPERINTENDENT, ADMINISTRATOR, any authorized  
13 representative of COUNTY, any authorized representative of the State  
14 of California, the Secretary of the United States Department of  
15 Health and Human Services, the Comptroller General of the United  
16 States, or any other of their authorized representatives, shall have  
17 access to any books, documents, and records, including but not  
18 limited to, medical and client records of DISTRICT that are directly  
19 pertinent to this AGREEMENT, for the purpose of responding to a  
20 beneficiary complaint or conducting an audit, review, evaluation, or  
21 examination, or making transcripts during the periods of retention  
22 set forth in the Records Management and Maintenance paragraph of  
23 this AGREEMENT. Such persons may at all reasonable times inspect or  
24 otherwise evaluate the services provided pursuant to this AGREEMENT,  
25 and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any

1 person specified in subparagraph A above in any evaluation or  
2 monitoring of the services provided pursuant to this AGREEMENT, and  
3 shall provide the above-mentioned persons adequate office space to  
4 conduct such evaluation or monitoring.

5 C. AUDIT RESPONSE

6 1. Following an audit report, in the event of non-  
7 compliance with applicable laws and regulations governing funds  
8 provided through this AGREEMENT, SUPERINTENDENT may terminate this  
9 AGREEMENT as provided for in the Termination paragraph or direct  
10 DISTRICT to immediately implement appropriate corrective action. A  
11 plan of corrective action shall be submitted to SUPERINTENDENT and  
12 ADMINISTRATOR in writing within thirty (30) calendar days after  
13 receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

14 2. If the audit reveals that money is payable from one  
15 party to the other, that is, reimbursement by DISTRICT to  
16 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to  
17 DISTRICT, said funds shall be due and payable from one party to the  
18 other within sixty (60) calendar days of receipt of the audit  
19 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,  
20 and such reimbursement is not received within said sixty (60)  
21 calendar days, SUPERINTENDENT may, in addition to any other remedies  
22 provided by law, reduce any amount owed DISTRICT by an amount not to  
23 exceed the reimbursement due SUPERINTENDENT.

24 D. DISTRICT shall forward to SUPERINTENDENT and ADMINISTRATOR  
25 a copy of any audit report within fourteen (14) calendar days of  
receipt. Such audit shall include, but not be limited to,

1 management, financial, programmatic or any other type of audit of  
2 DISTRICT's operations, whether or not the cost of such operation or  
3 audit is reimbursed in whole or in part through this AGREEMENT.

4 12. LICENSES AND LAW.

5 A. DISTRICT shall, throughout the term of this AGREEMENT,  
6 maintain all necessary licenses, permits, approvals, certificates,  
7 waivers, and exemptions necessary for the provision of the services  
8 hereunder and required by the laws and regulations of the United  
9 States, State of California, COUNTY, and any other applicable  
10 governmental agencies. DISTRICT shall notify SUPERINTENDENT  
11 immediately and in writing of its inability to obtain or maintain,  
12 irrespective of the pendency of an appeal, permits, licenses,  
13 approvals, certificates, waivers, and exemptions. Said inability  
14 shall be cause for termination of this AGREEMENT.

15 B. DISTRICT shall comply with all laws, rules or regulations  
16 applicable to the services provided hereunder, as any may now exist  
17 or be hereafter amended or changed, except those provisions or  
18 application of those provisions waived by the Secretary of the  
19 Department of Health and Human Services.

20 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 1. DISTRICT agrees to furnish to SUPERINTENDENT within  
22 thirty (30) calendar days of the award of this AGREEMENT:

23 a. In the case of an individual contractor, his/her  
24 name, date of birth, social security number, and residence address;

25 b. In the case of a contractor doing business in a form  
other than as an individual, the name, date of birth, social

1 security number, and residence address of each individual who owns  
2 an interest of ten percent (10%) or more in the contracting entity;

3 c. A certification that DISTRICT has fully complied  
4 with all applicable federal and state reporting requirements  
5 regarding its employees;

6 d. A certification that DISTRICT has fully complied  
7 with all lawfully served Wage and Earnings Assignment Orders and  
8 Notices of Assignment, and will continue to so comply.

9 2. Failure of DISTRICT to timely submit the data and/or  
10 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.  
11 above, or to comply with all federal and state employee reporting  
12 requirements for child support enforcement, or to comply with all  
13 lawfully served Wage and Earnings Assignment Orders and Notices of  
14 Assignment, shall constitute a material breach of this AGREEMENT;  
15 and failure to cure such breach within sixty (60) calendar days of  
16 notice from COUNTY shall constitute grounds for termination of this  
17 AGREEMENT.

18 3. It is expressly understood that this data will be  
19 transmitted to governmental agencies charged with the establishment  
20 and enforcement of child support orders, or as permitted by federal  
21 and/or state statute.

22 13. NONDISCRIMINATION

23 A. EMPLOYMENT

24 1. During the performance of this AGREEMENT, DISTRICT  
25 shall not unlawfully discriminate against any employee or applicant  
for employment because of his/her ethnic group identification, race,

1 religion, ancestry, color, creed, sex, marital status, national  
2 origin, age (40 and over), sexual orientation, medical condition, or  
3 physical or mental disability. DISTRICT shall warrant that the  
4 evaluation and treatment of employees and applicants for employment  
5 are free from discrimination in the areas of employment, promotion,  
6 demotion or transfer; recruitment or recruitment advertising; layoff  
7 or termination; rate of pay or other forms of compensation; and  
8 selection for training, including apprenticeship. There shall be  
9 posted in conspicuous places, available to employees and applicants  
10 for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR  
11 and/or the United States Equal Employment Opportunity Commission  
12 setting forth the provisions of the Equal Opportunity clause.

13         2. All solicitations or advertisements for employees  
14 placed by or on behalf of DISTRICT shall state that all qualified  
15 applicants will receive consideration for employment without regard  
16 to ethnic group identification, race, religion, ancestry, color,  
17 creed, sex, marital status, national origin, age (40 and over),  
18 sexual orientation, medical condition, or physical or mental  
19 disability. Such requirement shall be deemed fulfilled by use of  
20 the phrase "an equal opportunity employer."

21         3. Each labor union or representative of workers with  
22 which DISTRICT has a collective bargaining agreement or other  
23 contract or understanding must post a notice advising the labor  
24 union or workers' representative of the commitments under this  
25 Nondiscrimination paragraph and shall post copies of the notice in  
conspicuous places available to employees and applicants for

1 employment.

2 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not  
3 discriminate in the provision of services, the allocation of  
4 benefits, or in the accommodation in facilities on the basis of  
5 ethnic group identification, race, religion, ancestry, color, creed,  
6 sex, marital status, national origin, age (40 and over), sexual  
7 orientation, medical condition, or physical or mental disability in  
8 accordance with Title IX of the Education Amendments of 1972; Title  
9 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age  
10 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
11 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California  
12 Code of Regulations, and all other pertinent rules and regulations  
13 promulgated pursuant thereto, and as otherwise provided by state law  
14 and regulations, as all may now exist or be hereafter amended or  
15 changed.

16 1. For the purpose of this subparagraph B,  
17 "discrimination" includes, but is not limited to the following based  
18 on one or more of the factors identified above:

19 a. Denying a client or potential client any service,  
20 benefit, or accommodation.

21 b. Providing any service or benefit to a client which  
22 is different or is provided in a different manner or at a different  
23 time from that provided to other clients.

24 c. Restricting a client in any way in the enjoyment of  
25 any advantage or privilege enjoyed by others receiving any service  
or benefit.

1 d. Treating a client differently from others in  
2 satisfying any admission requirement or condition, or eligibility  
3 requirement or condition, which individuals must meet in order to be  
4 provided any service or benefit.

5 e. Assignment of times or places for the provision of  
6 services.

7 2. Complaint Process - DISTRICT shall establish procedures  
8 for advising all clients through a written statement that DISTRICT's  
9 clients may file all complaints alleging discrimination in the  
10 delivery of services with DISTRICT, SUPERINTENDENT and  
11 ADMINISTRATOR, or the COUNTY's Patient's Rights Office. DISTRICT's  
12 statement shall advise clients of the following:

13 a. Whenever possible, problems shall be resolved  
14 informally and at the point of service. DISTRICT shall establish an  
15 internal informal problem resolution process for clients not able to  
16 resolve such problems at the point of service. Clients may initiate  
17 a grievance or complaint directly with DISTRICT either orally or in  
18 writing.

19 1) COUNTY shall establish a formal resolution and  
20 grievance process in the event informal processes do not yield a  
21 resolution.

22 2) Throughout the problem resolution and grievance  
23 process, client rights shall be maintained, including access to the  
24 Patients' Rights Office at any point in the process. Clients shall  
25 be informed of their right to access the Patients' Rights Office at  
any time.



1           b. In those cases where the client's complaint is filed  
2 initially with the Patients' Rights Office, the Patients' Rights  
3 Office may proceed to investigate the client's complaint.

4           c. Within the time limits procedurally imposed, the  
5 complainant shall be notified in writing as to the findings  
6 regarding the alleged complaint and, if not satisfied with the  
7 decision, may file an appeal with the Patients' Rights Office.

8           C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with  
9 the provisions of Section 504 of the Rehabilitation Act of 1973 (29  
10 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and  
11 the Americans with Disabilities Act of 1990  
12 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of  
13 discrimination against qualified persons with disabilities in all  
14 programs or activities, as they exist now or may be hereafter  
15 amended together with succeeding legislation.

16           D. RETALIATION - Neither DISTRICT, nor its employees or  
17 agents shall intimidate, coerce or take adverse action against any  
18 person for the purpose of interfering with rights secured by federal  
19 or state laws, or because such person has filed a complaint,  
20 certified, assisted or otherwise participated in an investigation,  
21 proceeding, hearing or any other activity undertaken to enforce  
22 rights secured by federal or state law.

23           E. In the event of non-compliance with this paragraph or as  
24 otherwise provided by federal and state law, this AGREEMENT may be  
25 canceled, terminated or suspended in whole or in part and DISTRICT  
may be declared ineligible for further contracts involving federal,

1 state or county funds.

2 14. NOTIFICATION OF DEATH

3 A. NON-TERMINAL ILLNESS DEATH

4 1. DISTRICT shall notify SUPERINTENDENT by telephone  
5 immediately upon becoming aware of the death due to non-terminal  
6 illness of any person served hereunder; provided, however, weekends  
7 and holidays shall not be included for purposes of computing the  
8 time within which to give telephone notice and, notwithstanding the  
9 time limit herein specified, notice need only be given during normal  
10 business hours.

11 2. In addition, DISTRICT shall, within sixteen (16) hours  
12 after such death, hand deliver or fax, a written Notification of  
13 Non-Terminal Illness Death to SUPERINTENDENT.

14 3. The telephone report and written Notification of Non-  
15 Terminal Illness Death shall contain the name of the deceased, the  
16 date and time of death, the nature and circumstances of the death,  
17 and the name(s) of DISTRICT's officers or employees with knowledge  
18 of the incident.

19 B. TERMINAL ILLNESS DEATH

20 1. DISTRICT shall notify SUPERINTENDENT by written report  
21 faxed, hand delivered, or postmarked within forty-eight (48) hours  
22 of becoming aware of the death due to terminal illness of any person  
23 served hereunder. The Notification of Terminal Illness Death shall  
24 contain the name of the deceased, the date and time of death, the  
25 nature and circumstances of the death, and the name(s) of DISTRICT's  
officers or employees with knowledge of the incident.

1           2. If there are any questions regarding the cause of death  
2 of any person served hereunder who was diagnosed with a terminal  
3 illness, or if there are any unusual circumstances related to the  
4 death, DISTRICT shall immediately notify SUPERINTENDENT in  
5 accordance with subparagraph A. above.

6 15. RECORDS MANAGEMENT AND MAINTENANCE

7           A. DISTRICT shall, throughout the term of this AGREEMENT,  
8 prepare, maintain and manage records appropriate to the services  
9 provided and in accordance with this AGREEMENT and all applicable  
10 requirements, which include, but are not limited to:

11           1. California Code of Regulation Title 22, §§70751(c),  
12 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

13           2. State of California, Health and Safety Code §123145.

14           B. DISTRICT shall implement and maintain administrative,  
15 technical and physical safeguards to ensure the privacy of protected  
16 health information (PHI) and prevent the intentional or  
17 unintentional use or disclosure of PHI in violation of the Health  
18 Insurance Portability and Accountability Act of 1996 (HIPAA),  
19 federal and state regulations and/or COUNTY HIPAA Policies (see  
20 COUNTY HIPAA P&P 1-2). DISTRICT shall mitigate to the extent  
21 practicable, the known harmful effect of any use or disclosure of  
22 protected health information made in violation of federal or state  
23 regulations and/or COUNTY policies.

24           C. DISTRICT's patient records shall be maintained in a secure  
25 manner. DISTRICT shall maintain patient records and must establish  
and implement written record management procedures.

1 D. DISTRICT shall ensure appropriate financial records  
2 related to cost reporting, expenditure, revenue, billings, etc., are  
3 prepared and maintained accurately and appropriately.

4 E. DISTRICT shall ensure all appropriate state and federal  
5 standards of documentation, preparation, and confidentiality of  
6 records related to participant, client and/or patient records are  
7 met at all times.

8 F. DISTRICT shall be informed through this AGREEMENT that  
9 HIPAA has broadened the definition of medical records and identified  
10 this new record set as a Designated Record Set (DRS). DISTRICT  
11 shall ensure all HIPAA DRS requirements are met. HIPAA requires  
12 that clients, participants and patients be provided the right to  
13 access or receive a copy of their DRS and/or request addendum to  
14 their records. 45 CFR §164.501, defines DRS as a group of records  
15 maintained by or for a covered entity that is:

16 1. The medical records and billing records about  
17 individuals maintained by or for a covered health care provider;

18 2. The enrollment, payment, claims adjudication, and case  
19 or medical management record systems maintained by or for a health  
20 plan; or

21 3. Used, in whole or in part, by or for the covered entity  
22 to make decisions about individuals.

23 G. DISTRICT shall ensure compliance with requirements  
24 pertaining to the privacy and security of personally identifiable  
25 information (hereinafter "PII") and/or protected health information  
(hereinafter "PHI"). DISTRICT shall, immediately upon discovery of

1 a breach of privacy and/or security of PII and/or PHI by DISTRICT,  
2 notify SUPERINTENDENT and ADMINISTRATOR of such breach by telephone  
3 and email or facsimile.

4 H. DISTRICT may be required to pay any costs associated with  
5 a breach of privacy and/or security of PII and/or PHI, including but  
6 not limited to the costs of notification. DISTRICT shall pay any  
7 and all such costs arising out of a breach of privacy and/or  
8 security of PII and/or PHI.

9 I. DISTRICT shall retain all financial records for a minimum  
10 of five (5) years from the commencement of the contract, unless a  
11 longer period is required due to legal proceedings such as  
12 litigations and/or settlement of claims.

13 J. DISTRICT shall retain all participant, client and/or  
14 patient medical records for seven (7) years following discharge of  
15 the participant, client and/or patient, with the exception of non-  
16 emancipated minors for whom records must be kept for at least one  
17 (1) year after such minors have reached the age of eighteen (18)  
18 years, or for seven (7) years after the last date of service,  
19 whichever is longer.

20 K. DISTRICT shall make records pertaining to the costs of  
21 services, participant fees, charges, billings, and revenues  
22 available at one (1) location within the limits of the County of  
23 Orange.

24 L. If DISTRICT is unable to meet the record location criteria  
25 above, SUPERINTENDENT and ADMINISTRATOR may provide written approval  
to DISTRICT to maintain records in a single location, identified by

1 DISTRICT.

2 M. DISTRICT may be required to retain all records involving  
3 litigation proceedings and settlement of claims for a longer term  
4 which will be directed by the SUPERINTENDENT and ADMINISTRATOR.

5 N. DISTRICT shall notify SUPERINTENDENT of any Public Record  
6 Act (PRA) request within twenty-four (24) hours. DISTRICT shall  
7 provide SUPERINTENDENT and ADMINISTRATOR all information that is  
8 requested by the PRA request.

9 16. STATUS OF SUBCONTRACTOR.

10 A. DISTRICT is, and shall at all times be deemed to be, an  
11 independent contractor and shall be wholly responsible for the  
12 manner in which it performs the services required of it by the terms  
13 of this AGREEMENT.

14 B. DISTRICT warrants that it has all necessary licenses  
15 required to perform the services required by the terms of this  
16 AGREEMENT.

17 C. DISTRICT is entirely responsible for compensating staff,  
18 subcontractors, and consultants employed by DISTRICT. This  
19 AGREEMENT shall not be construed as creating the relationship of  
20 employer and employee, or principal and agent, between COUNTY,  
21 SUPERINTENDENT, and DISTRICT or any of DISTRICT'S employees, agents,  
22 consultants, or subcontractors. DISTRICT understands and agrees that  
23 he/she and all his/her employees shall not be considered officers,  
24 employees or agents of SUPERINTENDENT, and are not entitled to  
25 benefits of any kind or nature normally provided employees of  
SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are

1 normally entitled, including, but not limited to, State Unemployment  
2 Compensation or Workers' Compensation. DISTRICT shall assume full  
3 responsibility for payment of all federal, state and local taxes or  
4 contributions, including unemployment insurance, social security and  
5 income taxes with respect to DISTRICT's employees.

6 D. DISTRICT assumes exclusively the responsibility for the  
7 acts of its employees, agents, consultants, or subcontractors as  
8 they relate to the services to be provided during the course and  
9 scope of their employment.

10 E. DISTRICT, its agents, employees, consultants, or  
11 subcontractors, shall not be entitled to any rights or privileges of  
12 SUPERINTENDENT or COUNTY employees and shall not be considered in  
13 any manner to be SUPERINTENDENT or COUNTY employees.

14 17. NOTICES. All notices, claims, correspondence, reports, and/or  
15 statements authorized or required by this Agreement shall be  
16 addressed as follows:

17 SUPERINTENDENT: Orange County Superintendent of Schools  
18 200 Kalmus Drive  
19 P.O. Box 9050  
Costa Mesa, California 92628-9050  
Attn: Patricia McCaughey

20 DISTRICT: Fountain Valley School District  
21 10055 Slater Avenue  
Fountain Valley, California 92708  
Attn: \_\_\_\_\_

22 18. TOBACCO USE POLICY. In the interest of public health,  
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
24 use of any tobacco products are prohibited in buildings and  
25 vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure  
2 to abide with conditions of this policy could result in the  
3 termination of this AGREEMENT.

4 19. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the  
5 obligations hereunder, either in whole or in part, without prior  
6 written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT  
7 shall not terminate or alter the responsibilities of SUPERINTENDENT  
8 to COUNTY to assure that all activities and provisions described in  
9 COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

10 20. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
11 must meet the approval of SUPERINTENDENT and COUNTY, and shall be  
12 subject to SUPERINTENDENT's general right of inspection to secure the  
13 satisfactory completion thereof. DISTRICT agrees to comply with all  
14 federal, state and local laws, rules, regulations and ordinances that  
15 are now or may in the future become applicable to DISTRICT,  
16 DISTRICT's business, equipment and personnel engaged in operations  
17 covered by this AGREEMENT or occurring out of the performance of such  
18 operations.

19 21. REPORTS.

20 A. DISTRICT shall be required to submit to SUPERINTENDENT  
21 fiscal and/or programmatic reports, as requested by SUPERINTENDENT.

22 B. Additonal Reports: Upon SUPERINTENDENT'S request,  
23 DISTRICT shall make such additional reports available, as required by  
24 SUPERINTENDENT concerning DISTRICT'S activities as they affect the  
25 services hereunder. DISTRICT shall be specific to the information



1 requested and allow thirty (30) calendar days for DISTRICT to  
2 respond.

3 22. NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
4 redress for violation of, or to insist upon, the strict performance  
5 of any term or condition of this AGREEMENT, shall not be deemed a  
6 waiver by that party of such term or condition, or prevent a  
7 subsequent similar act from again constituting a violation of such  
8 term or condition.

9 23. TERMINATION.

10 A. Either party may terminate this AGREEMENT, without cause,  
11 upon thirty (30) calendar days written notice (Notice of  
12 Termination) given the other party.

13 B. Unless otherwise specified in this AGREEMENT,  
14 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar  
15 days written notice if DISTRICT fails to perform any of the terms of  
16 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may  
17 be allowed up to thirty (30) calendar days for corrective action.

18 C. SUPERINTENDENT may terminate this AGREEMENT immediately,  
19 upon written notice, on the occurrence of any of the following  
20 events:

21 1. The loss by DISTRICT of legal capacity.

22 2. Cessation of services.

23 3. The delegation or assignment of DISTRICT's services,  
24 operation or administration to another entity without the prior  
25 written consent of COUNTY.

4. The neglect by any physician or licensed person

1 employed by DISTRICT of any duty required pursuant to this  
2 AGREEMENT.

3 5. The loss of accreditation or any license required by  
4 the Licenses and Laws paragraph of this AGREEMENT.

5 6. The continued incapacity of any physician or licensed  
6 person to perform duties required pursuant to this AGREEMENT.

7 7. Unethical conduct or malpractice by any physician or  
8 licensed person providing services pursuant to this AGREEMENT;  
9 provided, however, COUNTY may waive this option if DISTRICT removes  
10 such physician or licensed person from serving persons treated or  
11 assisted pursuant to this AGREEMENT.

12 8. In the event DISTRICT should fail to perform the  
13 covenants contained in this AGREEMENT in the time and manner  
14 specified, SUPERINTENDENT may immediately terminate this AGREEMENT  
15 and is not obligated to pay any amounts billed for services by  
16 DISTRICT TO SUPERINTENDENT that have not been performed in the time  
17 and manner specified.

18 D. After receipt of the Notice of Termination, DISTRICT shall  
19 cancel all outstanding commitments covering the procurement of  
20 materials, supplies, equipment, and miscellaneous items.

21 24. SEVERABILITY. If any term, condition or provision of this  
22 AGREEMENT or application thereof to any person or circumstances is  
23 held by a court of competent jurisdiction to be invalid, void, or  
24 unenforceable, or if any provision of this AGREEMENT contravenes any  
25 federal, state or county statute, ordinance, or regulation, the  
remaining provisions of this AGREEMENT or application thereof will

1 nevertheless continue in full force and effect, and shall not be  
2 affected, impaired or invalidated in any way.

3 25. ALTERATION OF TERMS. This AGREEMENT, together with any  
4 Exhibits attached hereto and incorporated herein by reference, fully  
5 expresses all understanding of SUPERINTENDENT and DISTRICT with  
6 respect to the subject matter of this AGREEMENT, and shall  
7 constitute the total AGREEMENT between the parties for these  
8 purposes. No addition to, or alteration of, the terms of this  
9 AGREEMENT, whether written or verbal, shall be valid unless made in  
10 writing and formally executed and approved by SUPERINTENDENT,  
11 DISTRICT, and ADMINISTRATOR.

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

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1 IN WITNESS WHEREOF, the parties have executed this AGREEMENT,  
2 in the County of Orange, State of California.

3 DISTRICT: FOUNTAIN VALLEY  
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

5 BY: \_\_\_\_\_  
6 Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

7 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

8 TITLE: \_\_\_\_\_

TITLE: Coordinator

9 DATE: \_\_\_\_\_

DATE: July 13, 2010

10 COUNTY OF ORANGE, HEALTH CARE  
11 AGENCY

12 BY: \_\_\_\_\_  
13 Authorized Signature

14 PRINT NAME: \_\_\_\_\_

15 TITLE: \_\_\_\_\_

16 DATE: \_\_\_\_\_

17  
18  
19 FVSD-PBIS Mental Health FY 2010-2011(35829)  
20 ZIP4  
21  
22  
23  
24  
25

EXHIBIT "A"  
PARTICIPATING SCHOOLS

School	Allocation Per School
Moiola School	\$8,500.00
Robert Gisler Elementary School	\$8,500.00
Roch Courreges Elementary School	\$8,500.00
William T. Newland Elementary School	\$8,500.00