



Fountain Valley School District

BOARD OF TRUSTEES
ANNUAL ORGANIZATIONAL MEETING

AGENDA

Education Center
Board Room
10055 Slater Avenue
Fountain Valley, CA

December 9, 2010

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

M _____
 2nd _____
 V _____

- PUBLIC COMMENTS

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

- CLOSED SESSION

The Board of Trustees will retire into Closed Session to address the following:

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Property Negotiations: *Government Code 54956.8*
Real property negotiator Mr. Stephen McMahon and attorney Andreas Chialtas will speak to the board about the negotiations concerning the properties at 9191 Pioneer and 10251 Yorktown Avenue, Huntington Beach, CA.

- PLEDGE OF ALLEGIANCE

OATH OF OFFICE

1. OATH OF OFFICE: SANDRA CRANDALL AND JIMMY TEMPLIN

The Oath of Office shall be given to new board members, Sandra Crandall and

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.

Jimmy Templin. Elected to the Board of Trustees in the November 2010 election, Mrs. Crandall and Mr. Templin will begin serving four-year terms, through November 2014.

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

- 2. **ELECTION OF BOARD PRESIDENT FOR 2011** M ___
2nd ___
V ___
Superintendent's Recommendation: It is recommended that the Board of Trustees open nominations for and vote on a Board President for the 2011 calendar year.
- 3. **ELECTION OF PRESIDENT PRO TEM FOR 2011** M ___
2nd ___
V ___
Superintendent's Recommendation: It is recommended that the Board of Trustees open nominations for and vote on a Board President Pro Tem for the 2011 calendar year.
- 4. **ELECTION OF BOARD CLERK FOR 2011** M ___
2nd ___
V ___
Superintendent's Recommendation: It is recommended that the Board of Trustees open nominations for and vote on a Board Clerk for the 2011 calendar year.
- 5. **APPROVAL OF AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS IN FURTHERANCE OF ACCEPTANCE OF MOST DESIRED PROPOSAL** M ___
2nd ___
V ___

(LAMB AND WARDLOW PROPERTIES)

On October 21, 2010, the Board was presented with the nineteen (19) proposals submitted pursuant to the District’s RFP, and approved the proposal “Option 2” from Tri Pointe Homes, Inc. as the most desirable proposal for the Properties (Lamb and Wardlow). Staff and District legal counsel have negotiated and prepared an Agreement for Purchase and Sale and Joint Escrow Instructions.

A. Superintendent's Recommendation: It is recommended that the Board of Trustees approve the Agreement for Purchase and Sale and Joint Escrow Instructions between the District and Tri Pointe Homes, Inc.

B. Superintendent’s Recommendation: It is recommended that the Board of Trustees approve a delegation of authority to the Superintendent, or his designee, to make any final non-substantive revisions staff and legal counsel deem necessary and to execute the Agreement for Purchase and Sale and Joint Escrow Instructions between 30 and 60 days from this Board approval, and to open escrow for the Properties immediately after said execution. M ___
2nd ___
V ___

6. SELECTION OF REPRESENTATIVES TO COUNTY COMMITTEES AND COUNCILS AND DISTRICT COMMITTEES M ___
2nd ___
V ___

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

Superintendent's Recommendation: It is recommended that the Board of Trustees open for discussion and reach consensus on board representation on County councils and District committees.

7. SELECTION OF BOARD MEETING DATES FOR 2011 M ___
2nd ___
V ___

Superintendent's Recommendation: It is recommended that the Board of Trustees approve the 2011 Board Calendar of board meeting dates.

8. CSBA DELEGATE ASSEMBLY NOMINATIONS M ___
2nd ___
V ___

The Delegate Assembly is the policy-making body of CSBA. Board members elected to the Delegate Assembly serve a two-year term beginning April 1, 2011.

Superintendent's Recommendation: It is recommended that the Board of Trustees reach consensus on whether it shall submit a name or names in nomination for the CSBA Region 15 Delegate Assembly.

9. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS M ___

2nd ___
V ___

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

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

Routine Items of Business

- 9-A. Board Meeting Minutes from November 18th regular meeting
- 9-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 9-C. Donations
- 9-D. Purchase Order Listing
- 9-E. Budget Transfers

Consent Items

9-F. APPROVAL OF 2009-10 FIRST INTERIM REPORT

Superintendent's Comments: The First Interim Report is completed and submitted to the County Office of Education and the State Controller's Office as of October 31, 2010. It is recommended that the Board of Trustees receive and authorize submittal of the First Interim Report for 2010-11.

9-G. MAXIM HEALTHCARE SERVICES, INC. AGREEMENT FOR 2010-11

Superintendent's Comments: It is recommended that the Board of Trustees approve the service agreement for Maxim Healthcare Services, Inc. beginning January 10, 2011 through June 16, 2011 and authorize the Superintendent or designee to sign all documents.

9-H. REVISION TO BOARD POLICY 6163.4: STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY (SECOND READING AND ADOPTION)

Superintendent's Comments: In order to maintain the integrity of the network and protect the District against loss claims considering that students are bringing personal technology devices into the classroom with increasing frequency, relevant language has been added to Board Policy 6163.4: Student Use of Technology/Acceptable Use Policy, as well as including a "Personal Device Agreement" at the end of the policy for parents to sign. New language is in bold in the attached. It is recommended that the Board of Trustees approves the updates to Policy 6163.4 for second reading and adoption.

9-I. RESOLUTION 2011-23: MENTAL HEALTH SERVICES FOR SPECIAL

EDUCATION STUDENTS

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2011-23: Mental Health Services for Special Education Students in support of the filing of a lawsuit against the Orange County Health Care Agency in the name of the District should the Superintendent deem it to be necessary and authorize the Superintendent to work with the OCDE, other districts in Orange County and the Orange County Special Education Alliance in pursuing all legal remedies against the Orange County Health Care Agency.

9-J. APPROVAL OF CONTINUATION IN K-3 CLASS SIZE REDUCTION PROGRAM FOR 2010-11

Superintendent's Comments: It is recommended that the Board of Trustees approve participation in the Class Size Reduction Program and Certification for 2010-11.

9-K. POTENTIAL CONTRACTS WITH RESIDENTIAL TREATMENT FACILITIES SERVING STUDENTS AS PER IEPS

Superintendent's Comments: It is recommended that the Board of Trustees authorization the Superintendent or designee to approve if deemed necessary master contracts with Residential Treatment Facilities which are serving students under the AB3632 provision, but for which funding and service from Orange County Health Care Agency will possibly end on December 31, 2010.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

The Board President will receive any announcements concerning new items of business from board members or the superintendent.

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, January 13, 2011 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.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.

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA

County of Orange

I, Sandra Crandall, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 9th day of December 2010.

Signature of Official Administering Oath

Marc Ecker, Ph.D., Superintendent

Printed name and Title of person administering oath

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA

County of Orange

I, Jimmy Templin, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 9th day of December 2010.

Signature of Official Administering Oath

Marc Ecker, Ph.D., Superintendent

Printed name and Title of person administering oath

SO 2010-11/B28-11
Fountain Valley School District
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
FROM: Rina Hansen, Executive Assistant
SUBJECT: **Election of Board President for 2011**
DATE: December 2, 2010

Background:

The provisions of the Education Code require the governing board of each school district to hold an annual organizational meeting within a prescribed 15-day period. At the board meeting of November 18, 2010, the Board of Trustees took action to select Thursday, December 9, 2010 at 7:00 pm as the date and time of the annual meeting.

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2011.

Board members shall make a motion, a second, and vote for a Board President.

Recommendation:

It is recommended that the Board of Trustees open nominations and reach consensus on a Board President for the calendar year 2011.

SO 2010-11/B28-11
Fountain Valley School District
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
FROM: Rina Hansen, Executive Assistant
SUBJECT: **Election of Board President Pro Tem for 2011**
DATE: December 2, 2010

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2011. Board members shall make a motion, a second, and vote for a Board President Pro Tem.

Recommendation

It is recommended that the Board of Trustees open nominations and reach consensus on a Board President Pro Tem for the calendar year 2011.

SO 2010-11/B28-11
Fountain Valley School District
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
FROM: Rina Hansen, Executive Assistant
SUBJECT: **Election of Board Clerk for 2011**
DATE: December 2, 2010

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2011. Board members shall make a motion, a second, and vote for a Board Clerk.

Recommendation

It is recommended that the Board of Trustees open nominations and reach consensus on a Board Clerk for the calendar year 2011.

FOUNTAIN VALLEY SCHOOL DISTRICT

AGENDA DESCRIPTION RE: APPROVAL OF AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS IN FURTHERANCE OF ACCEPTANCE OF MOST DESIRED PROPOSAL (LAMB AND WARDLOW PROPERTIES)

I. APPROVAL OF AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS IN FURTHERANCE OF ACCEPTANCE OF MOST DESIRED PROPOSAL

Discussion:

In July 2010, the District obtained a waiver from the State Board of Education of certain surplus property procedures, set forth in Education Code section 17466 *et seq.*, regarding the sale of approximately 12.407 acres of real property located within the District at 10251 Yorktown Street, Huntington Beach, CA, known generally as the Lamb Elementary School site, and approximately 8.354 acres of real property located within the District at 9191 Pioneer Drive, Huntington Beach, CA, known generally as the Wardlow Elementary School site (collectively, the "Properties").

This waiver allows the District to dispose of these Properties through a Request for Proposals (RFP) process with the following conditions: (1) the proposal that the Board determines is the most desirable shall be selected and the reasons for that determination shall be identified in a public meeting, and included in the minutes of that meeting; and (2) the District shall award the agreement between 30 and 60 days after the final agreement has been presented in a public meeting.

On October 21, 2010, the Board was presented with the nineteen (19) proposals submitted pursuant to the District's RFP, and approved the proposal "Option 2" from Tri Pointe Homes, Inc. as the most desirable proposal for the Properties. The Board further directed staff to present a final purchase and sale agreement for the Properties at the next Board meeting. Staff and District legal counsel have negotiated and prepared an Agreement for Purchase and Sale and Joint Escrow Instructions pursuant to the Tri Pointe Homes, Inc. "Option 2" proposal ("Purchase Agreement"), which includes the terms upon which the District will sell both Properties to Tri Pointe Homes, Inc., and staff recommends that the Board approve the Purchase Agreement being presented at this Board meeting. Staff further recommends that the Board delegate authority to the Superintendent, or his designee, to execute the Purchase Agreement between 30 and 60 days after said approval of the Purchase Agreement, and to open escrow for the sale of the Properties pursuant to the terms of the Purchase Agreement.

Action:

1) Approve the Agreement for Purchase and Sale and Joint Escrow Instructions between the District and Tri Pointe Homes, Inc. presented at this Board Meeting.

2) Approve a delegation of authority to the Superintendent, or his designee, to make any final non-substantive revisions staff and legal counsel deem necessary and to execute the Agreement for Purchase and Sale and Joint Escrow Instructions between 30 and 60 days from this Board approval, and to open escrow for the Properties immediately after said execution.

SO 2010-11/B28-11
 Fountain Valley School District
 SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
 FROM: Marc Ecker, Superintendent
 SUBJECT: **Selection of Representatives to County Committees and Councils and District Committees**
 DATE: December 2, 2010

Background

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

1. Nominating Committee/County Committee on School District Organization <i>Representative:</i> <i>Alternate:</i>	6. Representative to the Legislative Action Committee for Education (ACE) <i>Representative:</i> <i>(Alternate):</i>
2. Orange County School Boards' Association Political Action Committee <i>Representative:</i> <i>Alternate:</i>	7. District Audit Committee <i>Representative:</i> <i>(Alternate):</i>
3. Fountain Valley Educational Foundation <i>Representative:</i> <i>(Alternate):</i>	8. Superintendent Parent Council <i>Representative:</i> <i>(Alternate):</i>
4. Ad Hoc Committee for the City of Fountain Valley <i>Representative:</i> (Board President) <i>Alternate:</i>	9. Outstanding Service Award Committee <i>Representative:</i> <i>(Alternate):</i>
5. Quarterly Meetings with the City of Huntington Beach <i>Representative:</i> (Pres./Pres. Pro Tem) <i>Alternate:</i>	

Recommendation:

It is recommended that the Board of Trustees open for discussion and reach consensus on board representation on County Councils and District Committees.

SO 2010-11/B28-11
Fountain Valley School District
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Selection of Board Meeting Dates for 2011**
DATE: December 2, 2010

Background

The Board of Trustees shall reach consensus on board meeting dates for the upcoming year. A proposed calendar of board dates is listed below. Meeting dates are on Thursdays.

- January 13, 2011
- February 17, 2011
- March 10, 2011
- April 7, 2011
- May 5, 2011
- May 26, 2011 (as needed)
- June 9, 2011
- June 23, 2011
- July 21, 2011
- August 18, 2011
- September 15, 2011
- October 13, 2011
- November 17, 2011
- December 8, 2011

Recommendation

It is recommended that the Board of Trustees discuss and reach consensus on the Board Calendar for 2011.

SO 10-11/B29-11
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **CSBA Delegate Assembly Nominations**
DATE: December 2, 2010

Background:

The California School Board Association is accepting nominations to CSBA's Delegate Assembly through January 7, 2011. The Delegate Assembly is the primary policy-making body of CSBA. Delegates adopt CSBA's legislative platform, take positions on critical issues, elect officers, and adopt bylaw changes. Delegates also serve as a communications link between district board members and the regional director and play a role in fostering collegiality within their region.

The Region 15 Delegate Assembly covers Orange County. The Board of Trustees may nominate board members within their geographic region to the Region 15 Delegate Assembly. The Board may nominate as many individuals as it chooses. Nominees must be members of CSBA member boards within the region.

CSBA delegates serve two-year terms. Those elected in 2010 will serve beginning April 1, 2011 through March 31, 2013. There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding CSBA's Annual Education Conference and Trade Show in November/December.

Recommendation:

It is recommended that the Board of Trustees reach consensus on which name or names it will submit in nomination for the CSBA Region 15 Delegate Assembly.

CSBA DELEGATES WHOSE ELECTED TERM EXPIRES IN 2011

Below are the names of Delegates in each region/subregion whose term expires in 2011 and are up for re-election, if they choose to run. Delegates must be nominated by a CSBA member board that is located within the region or subregion. If a subregion is not listed, it is because the Delegate's term has not expired. *Nomination and Candidate Biographical Sketch forms are due by January 7, 2011.*

REGION 1 - Counties: Del Norte, Humboldt, Lake, Mendocino

Subregion 1-A (Del Norte, Humboldt)
Vacant

REGION 2 - Counties: Lassen, Modoc, Plumas, Shasta, Siskiyou, Trinity

Subregion 2-A (Modoc, Siskiyou, Trinity)
Margaret DeBortoli (Siskiyou Union HSD)
Subregion 2-B (Shasta)
Constance K. Pepple (Shasta Union HSD)

REGION 3 - Counties: Marin, Napa, Solano, Sonoma

Subregion 3-A (Sonoma)
Christina Kauk (Petaluma City ESD & Jt. Union HSD)
Subregion 3-B (Napa)
Marco DiGiulio (Calistoga Joint USD)
Subregion 3-C (Solano)
Jim Ernst (Dixon USD)
Susan K. Heumphreus (Fairfield-Suisun USD)

REGION 4 - Counties: Butte, Colusa, Glenn, Nevada, Placer, Sierra, Sutter, Tehama, Yuba

Subregion 4-B (Butte)
Kathy White (Oroville City ESD)
Subregion 4-C (Colusa, Sutter, Yuba)
Sharman Kobayashi (Yuba City USD)
Subregion 4-D (Nevada, Placer, Sierra)
Trish Gerving (Nevada City SD)
Susan Goto (Roseville City SD)

REGION 5 - Counties: San Francisco, San Mateo

Subregion 5-B (San Mateo)
Maria Diaz-Slocum (Redwood City ESD)
Carrie Du Bois (San Carlos ESD)
Kevin Martinez (San Bruno Park ESD)

REGION 6 - Counties: Alpine, Amador, El Dorado, Mono, Sacramento, Yolo

Subregion 6-B (Sacramento)
Lisa Kaplan (Natomas USD)
Terry Parker-Owning (Galt Jt. Union HSD)
Richard Shaw (Folsom-Cordova USD)
Roger D. Westrup (Twin Rivers USD)

Subregion 6-C (El Dorado, Amador, Alpine, Mono)
Lyle Eichert (Buckeye Union ESD)

REGION 7 - Counties: Alameda, Contra Costa

Subregion 7-A (Contra Costa)
Arthur M. Clarke (Walnut Creek ESD)
Teresa Gerringer (Lafayette ESD)
Subregion 7-B (Alameda)
Jennifer Henry (Dublin USD)
Diana J. Prola (San Leandro USD)
Nancy Riddle (Berkeley USD)
Nancy Thomas (Newark USD)

REGION 8 - Counties: Calaveras, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne

Subregion 8-A (San Joaquin)
Calvin Young (Lodi USD)
Vacant
Subregion 8-B (Calaveras, Mariposa, Tuolumne)
Sherri Reusche (Calaveras USD)
Subregion 8-C (Stanislaus)
Catie L. Englebright (Salida Union SD)
Cynthia Lindsey (Sylvan Union ESD)
Subregion 8-D (Merced)
Robert Rodarte (Delhi USD)

REGION 9 - Counties: Monterey, San Benito, San Luis Obispo, Santa Cruz

Subregion 9-A (San Benito, Santa Cruz)
Allison Niday (Scotts Valley USD)
Subregion 9-B (Monterey)
Kathryn Ramirez (Salinas Union HSD)
Subregion 9-C (San Luis Obispo)
Tami Gunther (Atascadero USD)

REGION 10 - Counties: Fresno, Kings, Madera

Subregion 10-A (Madera)
John E. Reynolds (Yosemite USD)
Subregion 10-B (Fresno)
James Karle (Sanger USD)
Oscar Sablan (Firebaugh-Las Deltas USD)
Kathy Spate (Caruthers USD)
Randel M. Yano (Clay Joint ESD)

REGION 11 - Counties: Santa Barbara, Ventura & Las Virgenes USD

Subregion 11-A (Santa Barbara)
Dean Nevins (Goleta Union ESD)
Subregion 11-B (Ventura County and Las Virgenes USD)
Suzanne Kitchens (Pleasant Valley SD)
Christina Urias (Santa Paula Union HSD)

REGION 12 - Counties: Kern, Tulare***Subregion 12-A (Tulare)***

Teresa Garcia (Tulare City SD)
Dean Sutton (Exeter Union ESD)

Subregion 12-B (Kern)

Linda Brenner (Panama-Buena Vista Union SD)
Kevin Burton (Fruitvale ESD)
Blaine Geissel (Rosedale Union ESD)
Deanna Rodriguez-Root (Richland SD)

REGION 15 - Counties: Orange County and Lowell Jt. USD

Bonnie Castrey (Huntington Beach Union HSD)
Judith Edwards (Fountain Valley ESD)
Karin Freeman (Placentia-Yorba Linda USD)
Celia Jaffe (Huntington Beach City ESD)
Nancy W. Kirkpatrick (Saddleback Valley USD)
Sue Kuwabara (Irvine USD)
Jose F. Moreno (Anaheim City SD)
Robert A. Singer (Fullerton Joint Union HSD)
Elizabeth Swift (Buena Park ESD)

REGION 16 - Counties: Inyo, San Bernardino***Subregion 16-A (Inyo)***

Catherine George (Lone Pine USD)

Subregion 16-B (San Bernardino)

Susan Brown (Yucaipa-Calimesa Joint USD)
Tom Courtney (Lucerne Valley USD)
Karen Gray (Silver Valley USD)
Karen S. Morgan (Victor ESD)
Kathy A. Thompson (Central ESD)
Charles Uhalley (Chaffey Joint Union HSD)

REGION 17 - County: San Diego

Twila Godley (Lakeside Union SD)
Penny Halgren (La Mesa-Spring Valley SD)
Sharon C. Jones (San Diego COE)
Kelli Moors (Carlsbad USD)
Janet W. Mulder (Jamul-Dulzura Union ESD)
Barbara Ryan (Santee ESD)
Priscilla Schreiber (Grossmont Union HSD)

REGION 18 - Counties: Imperial, Riverside***Subregion 18-A (Riverside)***

Robin J. Crist (Murrieta Valley USD)
John I. Norman (San Jacinto USD)
Vincent O'Neal (Temecula Valley USD)
David Sanchez (Beaumont USD)
Shari Stewart (Palm Springs USD)
Vacant

Subregion 18-B (Imperial)

Ralph Fernandez (Brawley Union HSD)
Vacant

REGION 20 - County: Santa Clara

Danielle Cohen (Campbell Union SD)
Michael Gipe (Saratoga Union ESD)
Nancy A. Newton (Fremont Union HSD)
Pamela Parker (Campbell Union HSD)
George Sanchez (Franklin-McKinley ESD)

REGION 22 - County: North Los Angeles

John K. Curiel (Westside Union ESD)
Rose Koscielny (Saugus Union ESD)
Suzan T. Solomon (Newhall ESD)

REGION 23 - Counties: San Gabriel Valley and East Los Angeles County***Subregion 23-A***

Ted Bunch (Burbank USD)
Richard A. Sonner (South Pasadena USD)

Subregion 23-B

Heidi L. Gallegos (Rowland USD)
Helen Hall (Walnut Valley USD)
Larry L. Redinger (Walnut Valley USD)

Subregion 23-C

Doris Blum (Glendora USD)
Ilean Ochoa (Azusa USD)

REGION 24 - County: Southwest Crescent - Los Angeles County

Jan Baird (South Whittier ESD)
Sonya Cuellar (Paramount USD)
Joseph Rivera (El Rancho USD)
Patricia Siever (Culver City USD)
Arlene Staich (Redondo Beach USD)
Ana Valencia (Norwalk-La Mirada USD)



Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

November 18, 2010

MINUTES

President Tony McCombs called the regular meeting of the Board of Trustees to order at 6:37pm. **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. Nicola Weiss	Member

Not yet arrived:

Mrs. Christine Allcorn	Member
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Motion: Mr. Collins moved to approve the meeting agenda **AGENDA APPROVAL**

Second: Mrs. Weiss

Vote: 4-0
Absent: 1 (Allcorn)

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 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.
- 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.

Mrs. Allcorn arrived at 6:45pm.

The public portion of the meeting resumed at 7:08pm.
Girl Scout Troop 1428 led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE
MOMENT OF SILENCE
IN HONOR OF THERESA
AND MADISON YANCEY

Mr. McCombs led the audience in a moment of silence in honor of district employee Theresa Yancey and her daughter, Madison Yancey

SPECIAL PRESENTATIONS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Oka School including David Boyack (K), Cora Stone (1st), Angelina Sotelo (2nd), Ruby Mora (3rd), Cynthia Espiritu (4th), Rodrigo Flores (5th). Principal Brandi Loyd was present to congratulate these students on this great honor. She was joined by staff and parents in celebrating these students' achievements.

RECOGNITION OF
STUDENTS FROM OKA
SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Oka School, the Board recognized and thanked Heather Lerma and Toni Brown. Mrs. Loyd thanked them for their dedication to Oka School throughout the 2010-11 school year.

RECOGNITION OF
PARENT VOLUNTEERS
FROM OKA SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Cox School including Aubrie De Troya (K), Mason Le Clair (1st), Armando Arambula (2nd), Madison Romine (3rd), Uyen Dinh (4th), John Nguyen (5th). Principal Julianne Hoefler was present to congratulate these students on this great honor. She was joined by staff and parents in celebrating these students' achievements.

RECOGNITION OF
STUDENTS FROM COX
SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board recognized and thanked Joaquin Aguon and Becky Vanderveen. Dr. Hoefler thanked them for their dedication to Cox School throughout the 2010-11 school year.

RECOGNITION OF
PARENT VOLUNTEERS
FROM COX SCHOOL

In appreciation of his more than thirteen years of service to the Fountain Valley School District and in recognition of the great impact he has had on the Fountain Valley School District, the Board of Trustees honored and thanked Board President Tony McCombs. CSEA Chapter #358 President Martin Headland-

RECOGNITION OF
BOARD PRESIDENT
TONY MCCOMBS

Wauson and members of the CSEA board joined the board in honoring Mr. McCombs and presented him with a plaque of appreciation. Mayor Larry Crandall presented Mr. McCombs with a proclamation from the City of Fountain Valley in honor of his service.

Since her appointment to the Board of Trustees in November 2009, Trustee Nicola Weiss has had a wonderful impact on the Fountain Valley School District. In recognition of her service and dedication, the Board of Trustees honored and thanked Trustee Nicola Weiss. Mayor Larry Crandall presented Mrs. Weiss with a proclamation from the City of Fountain Valley in honor of her service.

**RECOGNITION OF
TRUSTEE NICOLA
WEISS**

BOARD REPORTS AND COMMUNICATIONS

Mrs. Weiss enjoyed a visit to Fulton. She also attended the Mayor’s Ball and noted that it was a delightful evening. She attended the FVEF meeting and was pleased to report that they are finished wrapping up the Taste with almost \$15,000 profit. She also attended the Fountain Valley Music Live planning meeting and noted that the event is coming together nicely. She attended the Chamber of Commerce Education Committee meeting and appreciated the chance to connect with the Chamber is such a positive way. She also attended the Veteran’s Day celebration at Masuda and the City’s event hosted at the library. She noted that both were impressive events. She also attended the Connect One Million Minds event at Masuda and enjoyed the online town hall format, noting how great it was to see kids understand the importance of STEM and its tremendous impact. She attended the SPC meeting as well as the soccer tournament at Talbert.

**BOARD REPORTS AND
COMMUNICATIONS**

Mrs. Allcorn visited Masuda and Cox and noted the great ST Math program there. She noted that it is just fantastic and amazing to see. Cox is one of the two schools in the district with this program. She thanked Mr. Eldridge for hosting the Connecting One Million Minds online town hall in his classroom at Masuda. She also enjoyed the Veteran’s Day celebration at Masuda and the City’s event hosted at the library. She attended the SPC meeting as well as the Fountain Valley Music Live planning meeting.

Mr. Collins attended the Chamber of Commerce Educational Committee meeting and noted what a great opportunity this provides to work with business in the

community. He visited Masuda as well as attended the meeting with the City of Huntington Beach with Mr. McCombs and Dr. Ecker regarding crosswalks. He noted that the meeting opened everyone's eyes to some opportunities to save money next year. He also noted the upcoming City of Huntington Beach Children's Task Force Barnes and Noble Book Drive. He noted that the event has been very successful, giving each school up to 200 books.

Mrs. Edwards visited Fulton, Masuda and Cox and enjoyed each visit. In addition, she enjoyed attending the Mayor's Ball as well as the Veteran's Day celebration at Masuda School. She noted that the event was very moving, as usual.

Mr. McCombs also attended the meeting with the City of Huntington Beach with Mr. Collins and Dr. Ecker regarding crossing guards. He noted that the discussion provided valuable information. He asked Dr. Ecker to follow up with the City to be sure that the understandings from this meeting were in writing, including the fact that traffic and the safety of the residents is the responsibility of the City.

PUBLIC COMMENTS

There were no requests to address the board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Weiss moved to approve the updates to Board Policy 6163.4: Student Use of Technology/Acceptable Use Policy for first reading.

REVISION TO BOARD POLICY 6163.4: STUDENT USE OF TECHNOLOGY/ ACCEPTABLE USE POLICY (FIRST READING)

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Edwards moved to open discussion on items 8A and B: Approval of Agreement for Purchase and Sale and Joint Escrow Instructions in Furtherance of Acceptance of Most Desired Proposal (Lamb and Wardlow Properties).

Second: Mrs. Weiss

Dr. Ecker suggested that items 8A and B be postponed until the December 9, 2010 board meeting when the board will be more prepared to take action on these items.

Motion: Mrs. Weiss moved to postpone action on items 8A and B: Approval of Agreement for Purchase and Sale and Joint Escrow Instructions in Furtherance of Acceptance of Most Desired Proposal (Lamb and Wardlow Properties) until the December 9, 2010 board meeting.

Second: Mr. Collins

Vote: 5-0

Mr. Collins requested that item 9G: Resolution in Honor of Dr. Van W. Riley be pulled for separate discussion.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Edwards moved to approve the Consent Calendar/Routine Items of Business with the exception of item 9G.

Second: Mrs. Allcorn

Vote: 5-0

Motion: Mrs. Edwards moved to approve Item 9G: Resolution in Honor of Dr. Van W. Riley.

Second: Mr. Collins

Mr. McCombs read Resolution 2011-22 aloud. Mr. Collins noted that he had the privilege of working with Dr. Riley and noted that he exemplifies what good leadership is all about. Mrs. Edwards noted that she always found him to be a fine gentleman. Mr. McCombs agreed.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from October 21st regular meeting
- Personnel Items
- Donations
- Warrant Registers
- Purchase Order Listing

- Budget Transfers
- Adoption of Resolution 2011-22 in Honor of Dr. Van W. Riley
- Approval of Date for Annual Organizational Meeting
- Approval of Annual Conflict of Interest Code
- Approval of Authorization to Use Bid No. 2009/10-0720 Hemet Unified School District for the Purchase of School Bus and to Finance Purchase Using Daimler Truck Financial

NEW ITEMS OF BUSINESS

- Dr. Ecker Noted that at the December 9th annual organizational meeting, the board would adopt its calendar for 2011.
- Dr. Ecker Thanked Mr. Eldridge for hosting the STEM event and noted that he personally feels that this is one of the most important initiatives today. He noted that it is essential to get STEM programs into our elementary and middle schools in addition to the high schools.
- Dr. Ecker Thanked Dr. Riley noting that he has always been supportive of the arts and this is just one of the many things that he has done for the community and staff. He noted that Dr. Riley is very highly regarded by the District staff and community.
- Dr. Ecker Thanked Mrs. Julie Larson for attending the board meeting this evening. He noted what a pleasure it was to see her here.
- Dr. Ecker Thanked Mr. Terry Harney for attending the board meeting this evening. He welcomed him and thanked him for taking the time to attend this evening.
- Dr. Ecker Welcomed Mr. Templin and Mrs. Crandall and thanked them both for attending the meeting this evening. He noted that he is looking forward to their swearing in on December 9th.
- Dr. Ecker Thanked Mr. McCombs and Mrs. Weiss for

their service and dedication. He noted that the reason our District is top in the County is due in large part to the leadership of an outstanding board. He noted that at times the board may disagree but that they always come together with the common goals of teaching and learning. He noted that the District is very fortunate to have had them both serve on the board. He noted that he loved working with Mrs. Weiss the last year and knows that the District has not seen the last of her yet. And he noted that he can remember some very exciting moments over Mr. McCombs' 13 years on the board. He noted his appreciation for the leadership that Mr. McCombs has brought to the District through it all. He thanked Mr. McCombs for his support and his leadership over the past 15 months and noted that it was not easy to do although, Mr. McCombs did so graciously and respectfully. Dr. Ecker thanked him.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 9:05pm.

Second: Mrs. Weiss

Vote: Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 9, 2010**

1.0 EMPLOYMENT FUNCTIONS:

1.1 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>
1.1.1	Traci Castendea	IA DTT	Newland	Medical	11/29/2010
1.1.2	Nicole Horton	IA DTT	Gisler	Personal	11/29/2010
1.1.3	Nathan Le	Head Custodian	Talbert	Medical	12/06/2010
1.1.4	Marie Ackerman	FSW	Moiola	Medical	11/15/2010
1.1.5	Enrique Heredia	Groundskeeper	Grounds	Medical	11/01/2010

1.2 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE TRANSFERS FOR THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	Patti Grant	Support Services	District Office	11/29/2010
1.2.2	Cheryl Hall	Office Assistant	Talbert	01/03/2011
1.2.3	Donna Lightbody	Office Assistant	Courreges	01/03/2011

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Gisler

NAME OF DONOR: John Schultz - parent

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.)
\$ 500.00

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

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

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

REVENUE ACCT: # 01 031 0000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: # 01 001 3189 - 4310

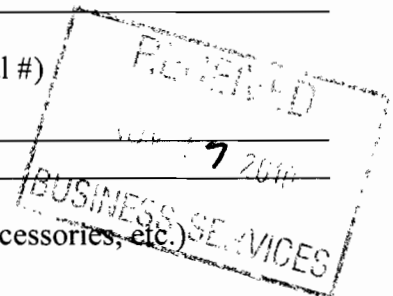
INTENDED USE: (State how this will be used) Instructional Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11-16-10
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/17/10
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10



FOUNTAIN VALLEY SCHOOL DISTRICT
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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

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.)
\$440.54

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

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

RECEIVED
NOV 16 2010
BUSINESS SERVICES

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

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-4310

INTENDED USE: (State how this will be used) Purchase of Red Ribbon Week Items for Students

REVIEWED: C. C. [Signature] APPROVED/DISAPPROVED: 11/5/2010
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/16/10
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

DONATION ACCEPTANCE FORM

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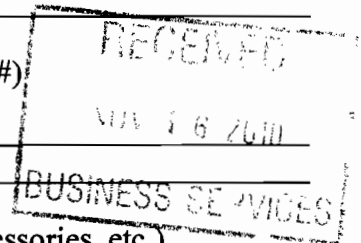
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

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.)
\$2,992.02

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: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-4410

INTENDED USE: (State how this will be used) Library – student computer lab

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/5/2010
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/16/10
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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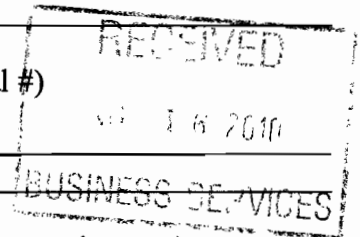
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Christopher & Michelle Mann

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.)
\$250.00

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: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-4310

INTENDED USE: (State how this will be used) Principal's discretion

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Principal/Department Head Date 11/8/2010

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Business/Administration Date 11/16/10

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date _____

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Masuda PTA

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.)
\$488.79

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

RECEIVED

NOV 1 2010

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

BUSINESS SERVICES

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

REVENUE ACCT: 010144989 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010144949-4311

INTENDED USE: (State how this will be used) Exploratory Class Purchases

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/16/10
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/17/10
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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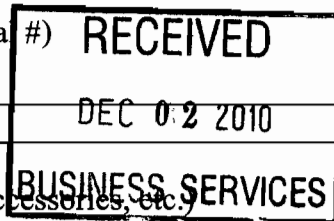
SCHOOL RECEIVING DONATION: Fred Moiola School

NAME OF DONOR: Fred Moiola PTA

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.)
Cash donation in the amount of \$917.31 – check #2632

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

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



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

REVENUE ACCT: 010350000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013589-4310

INTENDED USE: (State how this will be used) These funds will be used to pay for instructional supplies.

REVIEWED: *Ch. Cousins* APPROVED/DISAPPROVED: 12/1/10
Principal/Department Head Date

REVIEWED: _____ APPROVED/DISAPPROVED: 12/2/10
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fred Moiola School

NAME OF DONOR: Christopher and Michelle Mann

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.)

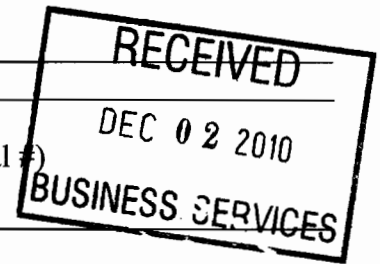
Cash donation in the amount of \$250.00 – check #1380 – to be matched by Toyota's matching gift program.

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

N/A

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

N/A



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

N/A

REVENUE ACCT: 013535350-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013587-4310

INTENDED USE: (State how this will be used) This donation will be used to purchase instructional supplies.

REVIEWED: *Ch. C. Bourin* APPROVED/DISAPPROVED: 12/11/10
Principal/Department Head Date

REVIEWED: _____ APPROVED/DISAPPROVED: 12/2/10
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

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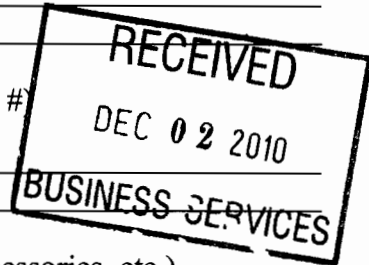
SCHOOL RECEIVING DONATION: Fred Moiola School

NAME OF DONOR: Fred Moiola PTA

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.)
Cash donation in the amount of \$4,527.15 – check #2633

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

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



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

REVENUE ACCT: 010350000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013589-4310

INTENDED USE: (State how this will be used) These funds will be used to pay for Renaissance Learning's Accelerated Reader and Accelerated Math

REVIEWED: Chick Bouris APPROVED/DISAPPROVED: 12/11/10
Principal/Department Head Date

REVIEWED: _____ APPROVED/DISAPPROVED: 12/2/10
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SCHOOL DISTRICT
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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka PTO

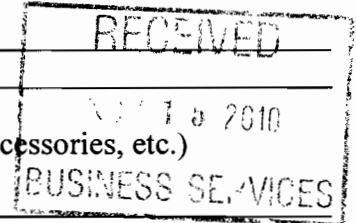
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #4810 in the amount of \$5,000.00

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

None

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

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



REVENUE ACCT: 1010370000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013789410

INTENDED USE: (State how this will be used) Towards purchase MIND ST Math program

REVIEWED: Brandi Lloyd APPROVED/DISAPPROVED: 11/04/2010

Principal/Department Head

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/15/10

Assistant Superintendent
Business/Administration

Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____

Director, Technology/Media

Date

BOARD APPROVAL DATE: 12-9-10

FOUNTAIN VALLEY SCHOOL DISTRICT
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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka 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.)
Check #4809 in the amount of \$59.81

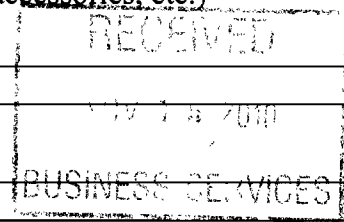
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

None

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

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

REVENUE ACCT: 1010370000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100137894310



INTENDED USE: (State how this will be used) P.E. Equipment

REVIEWED: Brandi Lloyd APPROVED/DISAPPROVED: 11/04/2010
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/16/10
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plaven Elementary

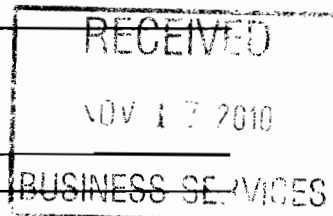
NAME OF DONOR: Plaven PTO

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.)

PTO v_h in the amount of 194.38
6633

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: 014 00000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 001 4089 4310

INTENDED USE: (State how this will be used) Reimbursement from PTO
budget for Instructional
Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11-16-2010
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/17/10
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

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: Plavan

NAME OF DONOR: Multiple Fresh & Easy Shoppers

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.)

Cash donation from multiple patrons during Plavan's Fresh & Easy Shop Night on 11-17-2010. \$47.40 Cash

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.)

RECEIVED
DEC 01 2010
BUSINESS SERVICES

REVENUE ACCT: 010400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used) Classroom Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11-18-2010
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/1/10
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

Revised: 6/15/05

CASH

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plavan Elementary

NAME OF DONOR: Justin Nisser

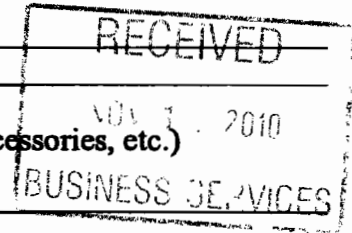
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

Justin Nisser ✓ #32808 in the amount of \$100.00
Promotion to support schools program

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: 01400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used) Instructional Supplies

REVIEWED: [Signature] Principal/Department Head APPROVED/DISAPPROVED: 11-16-2010 Date

REVIEWED: [Signature] Assistant Superintendent Business/Administration APPROVED/DISAPPROVED: 11/17/10 Date

REVIEWED: _____ Director, Technology/Media APPROVED/DISAPPROVED: _____ Date

BOARD APPROVAL DATE: 12/9/10

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: 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.)
\$1008.

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

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

RECEIVED
NOV 17 2010
BUSINESS SERVICES

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

REVENUE ACCT: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0101438891114 \$560
0101438891115 \$448

INTENDED USE: (State how this will be used) Coaches stipends and subs for soccer tournament

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/17/10
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/18/10
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

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: 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.)
\$2000.00

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

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

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

REVENUE ACCT: 010380000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0101438891113

INTENDED USE: (State how this will be used) Additional duty for teachers covering clubs at Talbert

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/26/2010
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/18/10
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 12/9/10

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

12/09/2010

FROM 11/11/2010 TO 12/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4002	GRAINGER INC.	4,500.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4004	MCMaster CARR SUPPLY CO	3,500.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4028	VISTA PAINT	5,000.00	+1,250.00	012869390 4345	Maintenance / Maintenance Supplies
			+1,250.00	012879390 4345	Vandalism / Maintenance Supplies
E20M4029	HOME DEPOT	3,000.00	+1,500.00	012899390 4343	Gardening / Gardening Supplies
E20M4032	MR B'S LAWMOWER AND SAW SHOP	2,100.00	+100.00	012899390 4343	Gardening / Gardening Supplies
E20M4036	BUS WEST	6,000.00	+2,000.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
			+1,000.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
E20M4102	COAST ROOF CO INC.	156,978.00	+7,651.00	252869380 6217	Capital Facilities Fund / Roof Building Improvement
E20R0058	STAPLES	1,300.00	+300.00	012719470 4325	Personnel Department / Office Supplies
E20R0248	SOUTHWEST SCHOOL AND OFFICE SU	700.00	+200.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
E20R0263	PROCARE WORK INJURY CENTER	1,400.00	+900.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
E20R0371	PITNEY BOWES INC.	8,036.00	+500.00	012719385 4325	Purchasing / Office Supplies
E20R0476	BENTLEY PRINTING & GRAPHICS IN	650.10	-4.73	012109078 4325	Tech/Media Office Operation / Office Supplies
			-2.36	012289961 4325	MAA - Administration / Office Supplies
			-2.36	012719385 4325	Purchasing / Office Supplies
			+27.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
			+27.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			+27.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			+27.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			+54.00	012724747 4325	Sch Site Admin - Courreges / Office Supplies
			-2.36	012819771 4325	Personnel Commission / Office Supplies
			-2.36	012849380 4325	Fiscal Services / Office Supplies
			-4.73	015999860 4325	Special Ed - Administration / Office Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

12/09/2010

FROM 11/11/2010 TO 12/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
			+54.00	120016098 4310	Extended School Instructional / Instructional Supplies
			+81.00	120016498 4310	Child Dev Oka Preschool Instr / Instructional Supplies
			+27.00	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
			+83.10	120336098 4310	Extended School Administration / Instructional Supplies
			+27.00	133207380 4325	Cafeteria Fund / Office Supplies
		Fund 01 Total:		11,143.10	
		Fund 12 Total:		245.10	
		Fund 13 Total:		27.00	
		Fund 25 Total:		7,651.00	
		Total Amount of Change Orders:		19,066.20	

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/09/2010

FROM 11/11/2010 TO 12/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4169	MERIDIAN SYSTEMS SUPPLY	300.00	300.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4180	TOXGUARD	250.00	125.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			62.50	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
			62.50	012929395 4349	Home-to-School Transportation / Transportation Supplies
E20M4181	HUNTINGTON BEACH UNION HSD	1,000.00	350.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			500.00	012919395 5645	Special Ed. Transportation / Outside Services - Repairs
			150.00	012929395 5645	Home-to-School Transportation / Outside Services -
E20M4182	HUNTINGTON BEACH UNION HSD	642.00	467.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			175.00	012919395 5645	Special Ed. Transportation / Outside Services - Repairs
E20M4183	BUS WEST	1,238.50	1,238.50	012919395 5645	Special Ed. Transportation / Outside Services - Repairs
E20M4184	UNIVERSAL FLOORING	793.00	793.00	012889390 5899	Custodial / Other Operating Expenses
E20M4185	DEPARTMENT OF INDUSTRIAL RELAT	500.00	500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20R0631	SCHOOL SERVICES OF CALIFORNIA	350.00	350.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
E20R0638	MARCY COOK MATH	66.41	66.41	011533175 4310	Cotsen Family Foundation-Gisle / Instructional Supplies
E20R0641	SCANTRON	701.16	701.16	012719385 4320	Purchasing / Computer Supplies
E20R0642	APPLE COMPUTER ORDER	268.61	268.61	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R0643	PROCARE WORK INJURY CENTER	920.00	920.00	695009900 8674	Insurance Health/Welfare / FEES IN-DIST
E20R0644	ORIENTAL TRADING COMPANY	61.10	61.10	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0645	APPLE COMPUTER ORDER	12,055.74	12,055.74	012109078 4410	Tech/Media Office Operation / Fixed Assets
E20R0646	SCANTRON	721.91	721.91	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
E20R0647	PAPER DIRECT INC	30.98	30.98	012819771 5828	Personnel Commission / Staff Recognition
E20R0648	PEARSON ASSESSMENTS	195.75	195.75	012289961 4322	MAA - Administration / Testing Supplies
E20R0649	AARDVARK CLAY AND SUPPLY	54.38	54.38	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R0650	ARIEL SUPPLY COMPUTER & BUSINE	295.58	295.58	012719470 4325	Personnel Department / Office Supplies
E20R0651	AWARDS & TROPHIES	128.00	128.00	012719165 4325	Superintendent / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/09/2010

FROM 11/11/2010 TO 12/01/2010

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R0652	TARGET STORES	87.00	87.00	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0653	KNOX COMPANY	1,037.48	1,037.48	012869390 5899	Maintenance / Other Operating Expenses
E20R0654	PERFECTION LEARNING CORP	165.54	165.54	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
E20R0655	SOUTHWEST SCHOOL AND OFFICE SU	600.00	600.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
E20R0656	ARIEL SUPPLY COMPUTER & BUSINE	350.00	350.00	010189276 4325	Beckman Science Incentive-Adm / Office Supplies
E20R0657	EDWARD'S SEWING SERVICE	364.00	364.00	015779860 4310	ARRA SpEd Fed Prsch Local-Inst / Instructional Supplies
E20R0658	HOME DEPOT	54.38	54.38	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R0659	MAGENTA COMPUTER CENTER	623.60	623.60	120016098 4410	Extended School Instructional / Fixed Assets
E20R0660	AWARDS & TROPHIES	50.90	50.90	010142989 4310	Donations - Fulton / Instructional Supplies
E20R0661	SEHI COMPUTER PRODUCTS	95.52	95.52	120016098 4440	Extended School Instructional / RPLC Equip Less \$500
E20R0663	HOUGHTON MIFFLIN HARCOURT	896.30	896.30	010113755 4399	Title I - Oka / Equipment Under \$500.00
E20R0664	APPLE COMPUTER ORDER	3,153.75	3,153.75	012109078 4320	Tech/Media Office Operation / Computer Supplies
E20R0665	ARIEL SUPPLY COMPUTER & BUSINE	115.00	115.00	012719275 4325	Curriculum/Instruction Office / Office Supplies
E20R0666	ACORN MEDIA	95.00	95.00	015609860 4322	Special Ed. - Psychologists / Testing Supplies
E20R0668	WRIST-BAND COM	746.78	746.78	015463560 4310	Positive Behavioral Inter-Moio / Instructional Supplies
E20R0669	STAPLES	200.00	200.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0670	SOUTHWEST SCHOOL AND OFFICE SU	34.72	34.72	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
E20R0671	GREAT BOOKS FOUNDATION	2,174.43	2,174.43	010011689 4310	Donations - Newland / Instructional Supplies
E20S8024	ARIEL SUPPLY COMPUTER & BUSINE	1,519.78	1,519.78	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	31,041.32			
	Fund 12 Total:	975.98			
	Fund 69 Total:	920.00			
	Total Amount of Purchase Orders:	32,937.30			

FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES

DFS-10/11-~~669~~
Board Meeting on [December 9, 2010](#)

MEMORANDUM

To: Stephen McMahon, Assistant Superintendent, Business Administration
From: Dedra Norman - Director, Fiscal Services
Subject: Budget Transfers and Resolutions
Date: [December 1, 2010](#)

Background

- 10/11-023 This Appropriation Transfer reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.
- 10/11-024 This Resolution reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.
- 10/11-025 This Resolution increases funds within the Child Development Fund-Fund 12.
- 10/11-026 This Resolution decreases funds within the Capital Facilities Fund-Fund 25.
- 10/11-027 This Resolution decreases funds within the Special Reserve/C.O.P Fund-Fund 40.

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2011 23

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

Fund: 0101 GENERAL FUND

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
1100	TEACHERS' SALARIES	270,245.00	272,135.00
1200	CERTIFICATED PUPIL SUPPORT		16,000.00
2100	INSTRUCTIONAL AIDES' SALARIES	153.00	
2400	CLERICAL & OFFICE SALARIES	362.00	
3101	STRS-CERTIFICATED POSITIONS	22,250.00	22,406.00
3202	PERS-CLASSIFIED	27.00	
3313	MEDICARE-CERTIFICATED	3,742.00	4,001.00
3314	MEDICARE-CLASSIFIED	5.00	41.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	2.00	37.00
3356	OASDI-CLASSIFIED	16.00	
3501	SUI-CERTIFICATED	1,922.00	2,051.00
3502	SUI-CLASSIFIED	3.00	21.00
3601	WORKERS'COMP-CERTIFICATED	5,081.00	5,418.00
3602	WORKERS'COMP-CLASSIFIED	7.00	54.00
3802	PERS REDUCTION-CLASSIFIED	5.00	
4400	NONCAPITALIZATION EQUIPMENT		100,000.00
7350	TRANSFER INDIRECT COST IFT	73.00	
9740	LEGALLY RESTRICTED BALANCE	403,240.00	
9790	UNDESIGNATED/UNAPPROPRIATED	18,771.00	303,740.00
Subfund Total:		725,904.00	725,904.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 9, 2010.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 24

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	23,379.00	37,364.00
1200	CERTIFICATED PUPIL SUPPORT		1,892.00
1300	SUPERVISION AND ADMINISTRATORS	4,752.00	1,755.00
2100	INSTRUCTIONAL AIDES' SALARIES		3,000.00
3101	STRS-CERTIFICATED POSITIONS	116.00	3,227.00
3313	MEDICARE-CERTIFICATED	356.00	466.00
3401	HEALTH & WELFARE-CERTIFICATED	3,200.00	
3501	SUI-CERTIFICATED	176.00	282.00
3601	WORKERS'COMP-CERTIFICATED	461.00	735.00
4300	MATERIALS & SUPPLIES		7,654.00
4400	NONCAPITALIZATION EQUIPMENT		1,000.00
5600	RENTALS,LEASES AND REPAIRS		1,067.00
5800	PROF/CONS SERV & OPER EXPENSE	32,367.00	6,004.00
8000	REVENUE LIMIT SOURCES	2,314,032.00	2,491,806.00
8300	STATE INCOME		1,685.00
8500	STATE INCOME		56,478.00
8600	LOCAL INCOME	74,038.00	16,620.00
8700	OTHER REVENUES		139,222.00
9790	UNDESIGNATED/UNAPPROPRIATED	85,994.00	404,096.00
Subfund Total:		2,538,871.00	3,174,353.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 9, 2010.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Adjustment of Funds

Reference #:
2011 25

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		1,818.00
7350	TRANSFER INDIRECT COST IFT		73.00
8500	STATE INCOME		2,221.00
8600	LOCAL INCOME	1,310.00	330.00
9790	UNDESIGNATED/UNAPPROPRIATED	650.00	
Subfund Total:		1,960.00	4,442.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 9, 2010.

AYES: _____
 NOES: _____
 ABSENT: _____

 Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 26

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
8600	LOCAL INCOME	51,553.00	
9790	UNDESIGNATED/UNAPPROPRIATED	51,553.00	
Subfund Total:		103,106.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 9, 2010.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2011 27

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

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

Object	Description	FROM	TO
8600	LOCAL INCOME	124,905.00	
9790	UNDESIGNATED/UNAPPROPRIATED	124,905.00	
Subfund Total:		249,810.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 9, 2010.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DFS/10-11 668

M E M O R A N D U M

TO: Steve McMahon, Assistant Superintendent, Business Services
FROM: Dedra Norman, Director, Fiscal Services
SUBJECT: **Approval of 2010-11 First Interim Report**
DATE: November 17, 2010

BACKGROUND

School districts are required to complete two interim financial reports during a fiscal year, one as of October 31 and one as of January 31. The Interim Reports are filed with the County Department of Education and the State Controller's Office. School districts are required to conduct a review of their interim reports in accordance with state-adopted Criteria and Standards. The two major components are cash balance and fund balance. The second part of the summary review includes specified additional information intended to assist governing boards and county offices in better understanding the status of the District budget. This supplemental information includes the status of negotiations, reserves and any multi-year commitments that have occurred since the budget was adopted.

Beginning Balance

The unaudited beginning balance for July 1, 2010 is \$3,653,510.

Income Assumptions

1. Revenue Limit

The base revenue limit was calculated using an inflation factor of -.39%, which is (\$24) for elementary districts and a deficit factor of 17.963%. Revenue limit ADA is projected at 6,192.02. The methodology used for enrollment projection is based on the population and births in conjunction with historical enrollment of the District in applying a multi-variate regression technique. The District also uses Decision Insite to assist in enrollment projections.

As of the First Interim Report, the projected ADA has increased by 94.89 from budgeted ADA, which has been factored into the projected year end total anticipated revenue limit. The total revenue limit is projected to be \$31,152,303.

2. Federal Income

The adopted budget includes estimates based on granted entitlements for 2010-11 federal programs. Contracted programs are budgeted as received during the year.

The Federal Education Jobs Fund Program, a component of the Education Jobs and Medicaid Assistance Act of 2010 (PL 111-226, provides \$1.2 billion to California to be used to save or create Kindergarten through grade twelve jobs. The District is projected to receive \$1,108,406 of which 90% has been received.

All federal program revenues have been adjusted for carryover and new programs; total revenue is projected to be \$3,823,541.

3. Other State Income

For 2010-11 COLA Categorical flexibility remains as currently enacted with no additional expansion or flexibility at this time. A 0% COLA is applied to all State categorical programs including Special Education. Tier III flexibility continues through 2012-13. The District has 12 Tier III categorical programs that have been designated as unrestricted; a portion of these funds totaling \$1,255,437 have been designated for any educational purpose to the extent permitted by federal law. The District operates a class size reduction at grades K, 1 and 2 with revenues of \$1,071/\$535 per students in either option 1 or option 2 but is using allowed flexibility to increase class sizes in these grades. The lottery is projected at \$112.50 per ADA using prior annual ADA. The restricted portion of the lottery is estimated at \$17.50 per prior annual ADA.

All state program revenues have been adjusted for carryover and deferred revenues; revenue is projected to be \$4,515,862.

4. Other Local Income

Other local income is derived from various sources: interest rate is 1.2%, lease income, surplus sales, donations, contract fees and miscellaneous income. Lease income is used to partially fund the Routine Maintenance Program.

Other local income is projected to be \$4,641,067.

Expenditure Assumptions

1. Salary Increases

Step, column and longevity increases for certificated, classified, confidential and management employees have been included in the salary accounts of the adopted budget. Salaries for Certificated, classified, psychologist, confidential and management employees have been reduced by five furlough days totaling \$1,028,350. Corrections to salaries for retirees and new hires have been adjusted.

Benefits

Employees' benefits rates are as follows: STRS 8.25%, PERS 10.707%, PERS Reduction 2.313%, Social Security 6.20%, PARS 1.30%, Medicare 1.45%, Unemployment Insurance .72%, and Workers' Compensation 1.88%. Health and welfare \$8,000 per employee for classified working six hours or more and \$8,000 per certificated prorated at percentage of hours, less than 50% does not qualify. A onetime \$500,000 contribution was made to the Health and Welfare fund from reserve funds.

Retirement Package

The District covers the cost of health and welfare for 94 retired employees until age 65. The cost does not exceed the cap at the time of the employee's retirement. The cost is recorded in the general fund object code 3400.

2. Other Expenditures

Object codes 4000 through 7000 reflect typical expenditures in supplies and equipment. The purpose of the transfer from another fund is to cover planned program costs and salary adjustments. Categorical appropriations equal revenue for federal and state programs.

There is a carryover of \$403,240 of State Fiscal Stabilization Funds (SFSF) that has to be expended by September 2011. These funds will be use to offset salary costs to lessen the deficit and purchase technology equipment to maintain the level of District equipment.

Ending Balance

The projected ending balance for June 30, 2011, is \$3,854,068. The state requires a reserve for economic uncertainties of 3% of expenditures \$1,415,484. Restricted balance \$1,705,151, Stores \$100,000 and Revolving Fund \$35,000, and undesignated amount of \$598,433.

All other funds are projected to end the year in a positive fund and cash flow balance.



PLEASE NOTE:

A copy of the **2010-11 First Interim Report**
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

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsd.k12.ca.us

FOUNTAIN VALLEY SCHOOL DISTRICT SUPPORT SERVICES

MEMORANDUM

TO: Rosemary Eadie, Deputy Superintendent, Instruction

FROM: Cathie Abdel, Director, Support Services

SUBJECT: Maxim Healthcare Services, Inc. Agreement for 2010-2011

DATE: November 22, 2010 – for December 9, 2010 Board Meeting

BACKGROUND

Maxim Healthcare Services Inc. service agreement will provide a licensed health care provider as specified by student's IEP for LVN services for said Special Ed student. The District shall agree to pay \$34 per hour for LVN services rendered. Fees shall not exceed \$12,000 total.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Service Agreement for Maxim Healthcare Services Inc. Beginning January 10, 2011 through June 16, 2011 and authorize the Superintendent or designee to sign all documents.

srb



FACILITY STAFFING AGREEMENT

This Facility Staffing Agreement (hereinafter "Agreement") is entered into this 18th day of November, 2010, by and between **Fountain Valley School District** located at 10055 Slater Avenue Fountain Valley, CA 92708, referred to in this Agreement as "FACILITY," and **Maxim Healthcare Services, Inc. d/b/a Maxim Staffing Solutions**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 17291 Irvine Blvd. STE 403 Tustin, CA 92780 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, FACILITY operates a School District located in CA and wishes to engage MAXIM to provide personnel to supplement FACILITY's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to FACILITY.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, FACILITY and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for one (1) year and will continue indefinitely until terminated pursuant to Section 1.2 of this Agreement.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services. MAXIM will, upon request by FACILITY, provide one or more licensed health care providers (i.e. LPNs, LVNs, RNs, CNAs) as specified by FACILITY (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.2 Personnel. MAXIM will supply FACILITY with Personnel who meet the following criteria and will provide evidence of the following to FACILITY upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by FACILITY to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by FACILITY to comply with applicable law.

- 4) Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s) (and drug screenings as requested in writing).
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 Insurance. MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by FACILITY.

Section 2.4 Use of Independent Contractors and Subcontractors. Personnel provided to FACILITY are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify FACILITY in writing of its intent to use subcontractors and will obtain written approval from FACILITY. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to FACILITY if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to FACILITY. Any Personnel provided to FACILITY by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 Employment and Taxes. MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

Section 2.6 Record Access. In instances where FACILITY is Medicare and/or Medicaid certified, MAXIM agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after the date on which such services were furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF FACILITY

Section 3.1 Orientation. FACILITY will promptly provide MAXIM Personnel with an adequate and timely orientation to FACILITY. FACILITY shall review instructions regarding confidentiality (including patient and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the FACILITY as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the FACILITY'S specific policies and procedures provided to MAXIM for such purpose.

Section 3.2 Requests for Personnel. FACILITY will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt

arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by FACILITY at the time of the initial call.

- Section 3.3 Short-notice Requests.** MAXIM will bill FACILITY for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Patient Care.** FACILITY retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at FACILITY, FACILITY agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. FACILITY understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the FACILITY to render temporary service(s) and are not assigned to become employed by the FACILITY. The FACILITY further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that FACILITY, or any affiliate, subsidiary, department, or division of FACILITY hires, employs or solicits MAXIM Personnel, FACILITY will be in breach of this Agreement. FACILITY agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM liquidated damages equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Pay Rate x 2080 Hours x 30%).
- Section 3.7 Non-Performance.** If FACILITY concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, FACILITY may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to FACILITY without prior approval of the FACILITY.
- Section 3.8 Right to Dismiss.** FACILITY may request the dismissal of any MAXIM Personnel for any reason. FACILITY agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. FACILITY shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Float Policy.** Subject to prior written notification, FACILITY may reassign Personnel to a different FACILITY department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If FACILITY Floats Personnel, the Personnel must perform the

duties of the revised assignment as if the revised assignment were the original assignment. FACILITY will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.

Section 3.10 Insurance. FACILITY will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. FACILITY will give MAXIM prompt written notice of any material change in FACILITY coverage.

Section 3.11 Incident Reports. FACILITY shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the FACILITY and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor FACILITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to FACILITY every week for Personnel provided to FACILITY during the preceding week. Invoices shall be submitted to the following address:

**Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
ATTN: Leslie Dootson**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. FACILITY will send all payments to the address set forth on the invoice.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Rate Change. MAXIM will provide FACILITY at least thirty (30) days advance written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

- Section 6.1 Independent Contractors.** MAXIM and FACILITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor FACILITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3 Indemnification.** MAXIM agrees to indemnify and hold harmless FACILITY, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. FACILITY agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of FACILITY, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
ATTN: Leslie Dootson

Maxim Healthcare Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Staffing Solutions
17291 Irvine Blvd STE 403
Tustin, CA 92780
ATTN: **Brian Berry**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between FACILITY and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of FACILITY is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of FACILITY to request Personnel shall result in no penalty to FACILITY or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify FACILITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.
- Section 6.13 Limitation on Liability.** Neither MAXIM nor FACILITY will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

- Section 7.1 HIPAA Compliance.** In instances where MAXIM receives Protected Health Information, (herein referred to as "PHI") in connection with the services provided to FACILITY, MAXIM and FACILITY agree that they shall each:
- 1) comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder.
 - 2) not use or further disclose any PHI concerning a client/patient other than as permitted by this Agreement, the requirements of HIPAA and/or

applicable federal regulations. Both Parties shall implement appropriate safeguards to prevent the use or disclosure of a client's/patient's PHI other than as provided for by this Agreement.

- 3) promptly report any violations, use and/or disclosure of a client's/patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.2 Breach of Confidentiality. In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

FACILITY and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

FOUNTAIN VALLEY SCHOOL
DISTRICT :

MAXIM HEALTHCARE SERVICES, INC.,
D/B/A MAXIM STAFFING SOLUTIONS

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

**ATTACHMENT A
MAXIM STAFFING SOLUTIONS
FACILITY STAFFING RATES FOR
FOUNTAIN VALLEY SCHOOL DISTRICT**

Charges will be based on the following hourly rate schedule effective 11/18/2010:

Service	Weekday Rate	Weekend Rate
LVN	\$34	\$35
RN	\$63	\$64

Weekend: Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

Orientation: Rates listed above will be charged for all time spent in required FACILITY orientation.

Overtime: Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Holidays: Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

- | | |
|----------------------------|---------------------------|
| New Year's Eve (from 3 PM) | Thanksgiving Day |
| New Year's Day | Labor Day |
| Memorial Day | Christmas Eve (from 3 PM) |
| Independence Day | Christmas Day |
| Easter | Presidents Day |
| Martin Luther King Day | Pioneer Day (Utah Only) |

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Stephen McMahon
Stephen McMahon Asst Supt

Printed Name & Title

Date

11-22-2010

MAXIM HEALTHCARE SERVICES, INC.
D/B/A MAXIM STAFFING SOLUTIONS:

Signature

Printed Name & Title

Date



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

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Revision to Board Policy 6163.4: Student Use of Technology/Acceptable Use Policy (Second Reading and Adoption)**
DATE: December 2, 2010

Background:

In continuing the goal to maintain a set of current board policies, it is necessary to bring certain policies back to the Board for revision due to change in Education Code, statute, or practicality.

Students are bringing personal technology devices into the classroom with increasing frequency. In order to maintain the integrity of the network and protect the District against any loss claims, we are adding relevant language to Board Policy 6163.4: Student Use of Technology/Acceptable Use Policy, as well as including a Personal Device Agreement at the end of the policy for parents to sign. New language was presented to the Board for first reading at the November 18th, 2010 meeting.

Recommendation:

It is recommended that the Board of Trustees adopt the updated Board Policy 6163.4: Student Use of Technology/Acceptable Use.

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

The Board of Trustees recognizes that technology is a vehicle to access the most current and extensive sources of information throughout the district's schools and classrooms. The use of technology enables students to practice academic skills and to develop problem-solving abilities.

The Governing Board intends that technological resources provided by the District be used in a safe, responsible and proper manner in support of the instructional program and for the advancement of student learning.

(cf. 0440 – District Technology Plan)
(cf. 1113 – District and School Web Sites)
(cf. 5131 – Conduct)
(cf. 6163.1- Library Media Centers)

The Superintendent or designee shall notify students and parents/guardians about authorized uses of District computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with District regulations and the District's Acceptable Use Agreement.

(cf. 5125.2 – Withholding Grades, Diploma or Transcripts)
(cf. 5144 – Discipline)
(cf. 5144.1 – Suspension and Expulsion/Due Process)
(cf. 5144.2 – Suspension and Expulsion/Due Process (students with Disabilities))
(cf. 5145.12 – Search and Seizure)

The Fountain Valley School District assumes no liability for the loss, theft, or damage to electronic devices brought to school. This includes devices purchased by parents to assist student instruction. Parent's signature on this agreement indicates acknowledgement of this provision within the policy and agreement of its requirements.

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC 7001, 47 USC 254)

The Board desires to protect students from access to harmful matter on the Internet or other online services. To reinforce measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. He/she also shall establish regulations to address the safety and security of students when using electronic mail, chat rooms and other forms of direct electronic communication.

Staff shall supervise students while they are using online services and may ask teacher aides, student aides, and volunteers to assist in this supervision.

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

Before a student is authorized to use the District's technological resources, the student and his/her parent/guardian shall sign and return an Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the District or any District staff responsible and shall agree to indemnify and hold harmless the district and all district personnel for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. They shall also agree to indemnify and hold harmless the District and District personnel for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

(cf. E. 6162.7 – District Software/Copyright User Agreement)

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update this policy, the accompanying regulation, and other relevant procedures to enhance the safety and security of students using the District's technological resources and to help ensure that the District adapts to changing technologies and circumstances.

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777, 47 USC 254)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while they are using online services and may have volunteers assist in this supervision.

Cyber safety instruction shall be provided by staff regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not limited to, the dangers of posting general information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

Disclosure, use and dissemination of personal identification information regarding students is prohibited. Student use of District computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on District computers with Internet access.

Legal References:

EDUCATION CODE

51006 Computer education and resources

51007 Programs to strengthen technological skills

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

51870-51874 Education technology
60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter
502 Computer crimes, remedies
632 Eavesdropping on a recording confidential communications
653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

6751-6777 Enhancing Education Through Technology Act, Title II, Part D

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety and technology protection measures, E-rate discounts

Management Resources:

CSBA Publications

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kid's Privacy Online: A Guide for Teachers, December 2000

WEB SITES

CSBA: <http://www.csba.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/provacy/privacyinitiatives/childrens.htm>

US Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webeisekids.org>

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Policy adopted:

Fountain Valley, California

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the District's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided information about the role of staff in supervising student use of technological resources. All students using these resources receive instruction in their proper and appropriate use.

- (cf. 0440 - District Technology Plan)*
- (cf. 4040 - Employee Use of Technology)*
- (cf. 4131 - Staff Development)*
- (cf. 4231 - Staff Development)*
- (cf. 4331 - Staff Development)*
- (cf. 6162.7 - Use of Technology in Instruction)*

At the beginning of each school year, teachers, administrators, and library media technicians, parents/guardians shall receive a copy of the District's policy and administrative regulation regarding access by students to the Internet and online sites to be used for instructional purposes. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Online/Internet Services: User Obligations and Responsibilities

Students are authorized to use the District's equipment and online services in accordance with user obligations and responsibilities specified below and in accordance with Governing Board policy and the District's Acceptable Use Agreement and the user obligations and responsibilities specified below.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers, passwords, home addresses and telephone numbers private. They shall use the system only under the account to which they have been assigned.
2. The student shall use the District's system safely, responsibly, and only for purposes related to education. Commercial, political and/or personal use of the District's system is strictly prohibited. The District reserves the right to monitor any online communications for improper use.
3. Students shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

construed as harassment or disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs.

(cf. 5131 – Conduct)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political or scientific value for minors.

(Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use or disseminate personal identification information about themselves or others when using electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals located through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law or Board policy, or administrative regulations.

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 5121.6 – Alcohol and Other Drugs)

6. Students shall not use the system to engage in commercial or other non-profit activities.
7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall not be placed on the system in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

(cf. 6162.6 - Use of Copyrighted Materials)

- 9.** Students shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."

(cf. 5131.5 - Vandalism, Theft and Graffiti)

- 10.** Students shall not read other users' electronic mail or files. They shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or use another's individual identity.

- 11.** Students shall report any security problem or misuse of the services to the teacher or principal.

The District reserves the right to monitor use of the District's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the District for the purpose of ensuring proper use.

(cf. 5145.12 - Search and Seizure)

Whenever a student is found to have violated Board policy, administrative regulation, or the District's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the District's technological resources, as appropriate. Inappropriate use may also result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5144 - Discipline)

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

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

STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

The District reserves the right to monitor use of the District's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be monitored or read by district officials to ensure proper use of the system.

(cf. 5145.12 - Search and Seizure)

Users will not have access to chat rooms, or all other forms of electronic communication, during the instructional day, on or after school hours, without the supervision of Fountain Valley School District classroom employees.

The principal or designee shall make all decisions regarding whether or not a student has violated Board policy or the district's Acceptable Use Agreement. The decision of the principal or designee shall be final.

Inappropriate use shall result in a cancellation of the student's user privileges, disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5144 - Discipline)

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

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

Regulation approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District

E 6163.4(a)

Student Acceptable Technology Use Policy

The Fountain Valley School District provides electronic information services to students and teachers in FVSD. FVSD strongly believes in the educational value of such electronic resources and recognizes their potential to support our curriculum and student learning. The District's goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation and communication. The District will make every effort to protect students and teachers from any misuses or abuses as a result of their experiences with an information service. All users must be continuously on guard to avoid inappropriate and illegal interaction with the information service.

Please read this contract carefully. When this document is signed it becomes a legally binding contract. The District requires your signature and that of your parent/guardian before the District can provide you with an access account.

Listed below are the provisions of this contract. If any user violates these provisions, access to technology classes or technology resources may be denied and you may be subject to disciplinary action, including possible suspension or expulsion.

1. Personal Responsibility. I will only use the electronic media for accessing educational material. I accept personal responsibility for reporting any misuse of the network to the system administrator. Misuse is defined as, but not limited to, involvement with pornography, illegal solicitation, racism, sexism, obscenity, or materials which promote illegal behavior.
2. Equipment: The Fountain Valley School District assumes no liability for the loss, theft, or damage to electronic devices brought to school. This includes devices purchased by parents to assist student instruction and learning. Therefore, a Personal Device Agreement must be on file in the Technology Office.
3. Acceptable Use. The use of my assigned account must be in support of educational research and with the educational goals and objectives of FVSD as stated in District Policy 6163.4. I am personally responsible for this provision at all times when using the District's electronic information service.
 - a. The accessing, posting, submitting, publishing, sending or receiving of any materials in violation of applicable law is prohibited. This includes, but is not limited to: copyrighted material; threatening, obscene, disruptive or sexually explicit material; materials that promote illegal behavior; material protected as a trade secret or material that can be construed as harassment or disparagement of others based on their race/ethnicity, gender, sexual orientation, age disability, religion, or political beliefs.
 - b. Use for commercial activities by for-profit institutions is not acceptable.
 - c. Accessing social networking websites such as MySpace.com is not allowed, with the exception of those private bulletin boards, blogs or chat groups that are created by teachers for specific instructional purposes or employees for specific work related communication.
4. Privileges. The use of the information is a privilege, not a right, and inappropriate use will result in a cancellation of the privilege. Each person who receives an account will participate in an orientation conducted by a staff member. The administration, staff or faculty of FVSD may request that the system administrator deny, revoke or suspend a specific use account.



Fountain Valley School District

Student Acceptable Technology Use Policy

5. Network Etiquette and Privacy. You are expected to abide by the generally accepted rules of network etiquette. These rules include, but are not limited to the following:
 - a. Be polite and use appropriate language.
 - b. Never reveal your (or anyone else's) home address, personal phone number, or other personal information to fellow students, school personnel, or individuals or companies on the Internet. Only utilize electronic mail, chat rooms, and other forms of direct electronic communications under the direct supervision of school personnel.
 - c. E-mail is not guaranteed to be private. All messages may be reviewed by school officials.
 - d. Do not use the network in any way which would disrupt service by the network to others.
 - e. Do not attempt to alter or interfere with other users' ability to post, send, receive or submit material, nor attempt to delete, copy or modify another users work or identity.
6. Services. FVSD makes no warranties of any kind, whether expressed or implied, for the service it is providing. FVSD will not be responsible for any damages suffered while on the system. These damages include loss of data as a result of delays, nondeliveries, misdeliveries or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. FVSD specifically disclaims any responsibility for the accuracy of information obtained through its services.
7. Security. Security on any computer system is a high priority. If you identify a security problem, notify your principal/the system administrator at once. Never demonstrate the problem to other users. Never use another individual's account. All use of the system must be under your own account. Any user identified as a security risk will be denied access to the information system.
8. Vandalism. Vandalism is defined as any malicious attempt to access, harm, alter, or destroy data of another user or any other agencies or networks that are connected to the system. This includes, but is not limited to, the uploading or creation of computer viruses or hacking. Any vandalism may result in the loss of computer services, disciplinary action, and/or legal referral.

I understand and will abide by the provisions and conditions of this contract. I understand that any violations of the above provisions may result in disciplinary action, the revoking of my user account, and appropriate legal action. I also agree to report any misuse of the information system to my school principal. All of the rules of conduct described in District Policy 6163.4 apply when I am on the network.

Student Name (please print)

Signature

Date

As the parent or guardian of this student, I have read this contract and understand that it is designed for educational purposes. Although FVSD has implemented a filtering system designed to restrict minors' access to harmful materials, I understand that it is impossible for the Fountain Valley School District to restrict access to all controversial materials. Therefore, I hereby waive all claims against the District, its officers, agents, or employees, for damages occurring by reason of the student's use of the information system. I also agree to report any misuse of the information system to the school principal.

I accept full responsibility for supervision if and when my child's technology use is not in a school setting and may have an impact on school activities.

I hereby give my permission to issue an account to my child and certify that the information contained in this form is correct.

Parent/Guardian Name (please print)

Signature

Date

Fountain Valley School District
Personal Device Agreement

Personally-owned devices are permitted within the District if the following agreement has been established.

Guidelines:

- All personal devices must be approved by the Director of Technology and the site Principal prior to using within Fountain Valley School District.
- District staff will not support, repair or maintain personally-owned devices.
- All personal devices must be compatible with the Fountain Valley School District WAN and LAN.
- All current versions of anti-virus and anti-spyware software must be installed with regular up-to-date definitions. Liability for damages caused by viruses can be charged to the owner.
- Fountain Valley School District will not be held responsible for any physical damage, loss, or theft of personally-owned devices.
- Fountain Valley School District staff reserves the right to inspect any personal devices for the purpose of ensuring network stability and compliance with the Student Acceptable Technology Use Policy.

List personal device information:

Make _____ Model _____

Make _____ Model _____

I have read and understand the Personal Device Agreement. By signing below, I agree to adhere to all Fountain Valley School District policies and agreements.

Parent's Signature _____ Date _____

Parent's Name _____
(Please print)

Student's Name _____
(Please print)

E-mail Address _____

School _____

Principal's Signature _____

Director's Signature _____

Board approval date:



Fountain Valley School District

RESOLUTION 2011-23
Mental Health Services for Special Education Students

WHEREAS, State law has mandated that county mental health departments provide mental health services to special education students pursuant to Government Code section 7570 et seq. (AB 3632);

WHEREAS, Governor Schwarzenegger vetoed \$133 million in funds for past mental health claims for services provided under AB 3632 to special education students in previous fiscal years;

WHEREAS, the Governor did not veto an appropriation of \$76 million to be used exclusively to support mental health services that are provided during the 2010/2011 fiscal year by county mental health agencies pursuant to AB 3632;

WHEREAS, the Orange County Department of Education has received in excess of \$12 million on behalf of school districts and SELPAs in Orange County to support mental health services that are provided during the 2010/2011 fiscal year for county mental health agencies pursuant to AB 3632;

WHEREAS, on November 10, 2010 the Orange County Department of Education requested that the Orange County Health Care Agency fulfill its obligations under a Memorandum of Understanding (MOU) between the Orange County Department of Education and the Orange County Health Care Agency by providing mental health services through June 30, 2011;

WHEREAS, on November 12, 2010, the Orange County Health Care Agency responded by stating that the Orange County Health Care Agency will only provide AB 3632 services if school districts and SELPAs provide additional funding to the Orange County Health Care Agency beyond the funds received from the State and beyond what is required under the MOU;

WHEREAS, the potential additional costs to school districts in Orange County resulting from the actions in Orange County Health Care Agency could be as high as \$25 million to cover the cost of counseling and residential placement;

WHEREAS, the Fountain Valley School District believes that the Orange County Health Care Agency is still mandated to provide AB 3632 to special education students since the state appropriated over \$12 million to Orange County Health Care Agency for this purpose;

WHEREAS, it may be necessary for the Fountain Valley School District to file an interagency complaint against the Orange County Health Care Agency pursuant to Government Code section 7585;

WHEREAS, the Fountain Valley School District supports a lawsuit filed by the California School Boards Association to require county mental health departments to provide mental health services to special education students under AB 3632;

WHEREAS, it may be necessary for school districts in Orange County to file a lawsuit against the Orange County Health Care Agency, requiring the Orange County Health Care Agency to comply with the Memorandum of Understanding between the Orange County Department of Education and the Orange County Health Care Agency.

NOW THEREFORE, BE IT RESOLVED as follows:

1. The governing board of the Fountain Valley School District hereby authorizes the filing of a lawsuit against the Orange County Health Care Agency in the name of the School District should the district superintendent deem it to be necessary.

2. The governing board of the Fountain Valley School District hereby authorizes the district superintendent to work with the Orange County Department of Education and other school districts in Orange County and the Orange County Special Education Alliance in pursuing all legal remedies against the Orange County Health Care Agency.

The foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at its meeting held on December 9, 2010.

President

President Pro Tem

Clerk

Member

Member

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S 10-11 – 3

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Service
SUBJECT: **APPROVAL OF CONTINUATION IN K-3 CLASS SIZE REDUCTION
PROGRAM FOR 2010-11**
DATE: November 23, 2010

BACKGROUND

California Education Code (*EC*) sections 52120, et. seq., established the Class Size Reduction Program (CSR) for the purpose of allowing school districts that maintain any grades kindergarten through 3 to receive additional funding from the State of California. Senate Bill 4 of the Third Extraordinary Session, Chapter 12, Statutes of 2009, added *EC* Section 52124.3, which limited - for the four-year period from 2008-09 through 2011-12 - any funding to local agencies to grade levels applied for in 2008-09. Assembly Bill 2 of the Fourth Extraordinary Session, Chapter 2, Statutes of 2009, enacted changes to *EC* 52124.3, limiting funding to the number of classes (instead of grades) that had been applied for in 2008-09.

IMPACT

Based upon the number of classes applied for in 2008-09, 72 classes and 1,707 students will participate in the program. Final funding will be based upon actual numbers of participants in 2008-09.

RECOMMENDATION

It is recommended that the Board of Trustees approve participation in the Class Size Reduction Program and Certification for 2010-11.

SO: 2010-11/B29-11
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: **Potential Contracts with Residential Treatment Facilities serving students as per IEPs**
DATE: December 2, 2010

Background:

Under state and federal special education law, special education students who require mental health services in order to benefit from their education are entitled to these services as part of their right to a free appropriate public education. In California, since the enactment of AB3632, mental health services have been provided by county Mental Health Agencies.

While Governor Schwarzenegger vetoed some funding from mental health services on October 8, 2010, the Governor did not veto funding for mental health services for the 2010-2011 school year. Although the Governor attempted to suspend the mandate (AB3632) that mental health services must be provided by the Orange County Health Care Agency, the California School Boards Association has filed a lawsuit to declare the Governor's veto unconstitutional, and to mandate that the Orange County Health Care Agency and other mental health departments throughout the state continue to provide mental health services pursuant to AB3632.

In addition, the Orange County Department of Education has filed an interagency complaint against the Orange County Health Care Agency for refusing to provide services to special education students in Orange County as per the current Memorandum of Understanding.

On November 9, 2010, the Orange County Health care Agency (OCHCA) sent a letter to all parents of children who received mental health services, notifying them that their services would cease as of December 31st, 2010. The Orange County Department of Education as well as the West Orange County Consortium for Special Education disagrees with the content of that letter. Orange County SELPAs have put OCHCA on notice that we believe they are in breach of the Memorandum of Understanding between the OCHCA and the OCDE, and that SELPAs and School Districts will expect OCHCA to fulfill its obligations under the Memorandum of Understanding through June 30, 2011. However, there is a concern that as they unilaterally end services to students, the responsibility to students remains with the Local Educational Agency to provide services as needed and documented in student IEPs. This would necessitate for the District to have a contractual relationship with each facility to ensure continued services for students.

We are hopeful that the courts will rule on these issues soon. We are working with parents and students to attempt to minimize any disruptions in services to students while this matter is being considered by the courts.

If the outcome of the court case is favorable, there will be no need to set up individual contracts for students at this point, and the authorization would be rescinded.

Recommendation:

It is recommended that the Board of Trustees authorization the Superintendent or designee to approve if deemed necessary master contracts with Residential Treatment Facilities which are serving students under the AB3632 provision, but for which funding and service from Orange County Health Care Agency will possibly end on December 31, 2010.