



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Education Center  
Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**June 9, 2011**

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

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

- PUBLIC COMMENTS

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

- CLOSED SESSION

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.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Mrs. Rosemary Eadie.
- Property Negotiations: *Government Code 54956.8*  
Real property negotiator Steve McMahon and legal counsel 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 will be led by Boy Scout Troop 412

*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.*

**SPECIAL PRESENTATIONS****1. EXCELLENCE IN SPECIAL EDUCATION: RECOGNITION OF SPECIAL EDUCATION PERSONNEL BY THE COMMUNITY ADVISORY COMMITTEE**

The Community Advisory Committee has created an award this year to recognize individuals who have encouraged others, or who have received the benefits of caring individuals in a very special way. The "Excellence in Special Education Award" will honor approximately 28 individuals (Special Education Teachers and General Education Teachers, Instructional Aides, Bus Drivers, and a Student who will be honored the evening of the June 9<sup>th</sup> Board Meeting. Cathie Abdel and Lisa Moloney will hand out the awards honoring these individuals who have been nominated by teachers, parents and staff members.

**2. PRESENTATION OF 2011-12 EDUCATIONAL FOUNDATION TEACHER GRANTS**

The Fountain Valley Educational Foundation is awarding over \$14,000 in teacher grants for various instructional materials. The grants will be presented to 32 teacher recipients this evening.

**3. RECOGNITION OF RETIRING ADMINISTRATORS DEPUTY SUPERINTENDENT ROSEMARY EADIE, DIRECTOR TECHNOLOGY/INSTRUCTION PAT MINNESANG AND COORDINATOR SCIENCE WORKS SUSIE CRANDALL**

In June 2011, the District is losing three exceptional managers to retirement. It is appropriate that these three outstanding educators be presented to the Board of Trustees and recognized for their over 96 years of combined service to the children and staff of the Fountain Valley School District.

**PUBLIC HEARING****4. TIER III CATEGORICAL FLEXIBILITY TRANSFERS PUBLIC HEARING**

A public hearing shall be held for the purpose of discussing the district exercising its transfer authority regarding Tier III Program funds. Public input is welcomed.

**STAFF REPORTS AND PRESENTATIONS****5. BUDGET UPDATE (ORAL AND WRITTEN)**

Assistant Superintendent, Business Steve McMahon will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

**BOARD REPORTS AND COMMUNICATIONS**

Board Members 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****6. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

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

The District reached a Tentative Agreement with California School Employees Association Chapter #358 on May 13, 2011. It was almost unanimously ratified by CSEA employees on May 26, 2011. Attached is the Public Disclosure of Collective Bargaining Agreement, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, for the agreement between CSEA Chapter #358 and the FVEA for the 2011-12 school year.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA Chapter #358 for the 2011-12 school year.

**7. RATIFICATION OF TEMPORARY AGREEMENT BETWEEN CSEA CHAPTER #358 AND FOUNTAIN VALLEY SCHOOL DISTRICT**

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

During the past several months, members of the CSEA FV Chapter #358 and district bargaining units have met to discuss the impact of the State budget crisis on the District. In order to mitigate the impact on classified employees, CSEA and the District reached a tentative agreement on May 13, 2011. This agreement was ratified by the members of the CSEA FV Chapter #358 on May 26, 2011.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves this agreement dated May 13, 2011 between CSEA Chapter #358 and

the Fountain Valley School District.

**8. DECLARATION OF NEED**

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

Each year the District files the Declaration of Need for Fully Qualified Educators with the California Commission on Teacher Credentialing. This declaration shows estimated hiring needs for certain positions, which may require an emergency credential.

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

**9. RESOLUTION 2011-36: RESERVING THE RIGHT TO NEGOTIATE A REDUCTION IN SALARIES**

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

Due to the current fiscal crisis within the State of California and its effect on the Fountain Valley School District, the District wishes to reserve its right to negotiate salary and work year/annual compensation reductions for certificated and classified employees subject to negotiations under state collective bargaining laws for the 2011-12 fiscal year.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopt Resolution 2011-36 reserving the right to negotiate a reduction in salaries.

**10. BOARD POLICY 3100: FUND BALANCE (FIRST READING)**

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

Governmental Accounting Standards Board issued GASB Statement 54 to change how fund balance information is reported and to improve its usefulness by establishing new fund balance classifications that are easier to understand and apply. GASB 54 is effective for Local Educational Agencies (LEA) financials statements for fiscal year 2010-11. BP 3100 establishes the Fund Balance policy for the District.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve Board Policy 3100 Fund Balance for first reading.

**11. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS**

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

Due to a 20% reduction in funding by the State for the English Language program for the next school year, the District must reduce spending by that amount. The budget is almost entirely in personnel forcing the district to cut five Bilingual Aide positions – three Vietnamese biliterate aides and two Spanish biliterate aides. In addition, the

district has an aide who has been assigned the past two years to assist a teacher who needed physical assistance due to health issues. With the teacher's retirement at the end of the school year, the aide will no longer be needed to assist. And lastly, there has been an expected reduction in the number of kindergarten classes at Cox School. An aide at this site recently took on a second position due to the departure of another aide – she will lose this second assignment.

**Superintendent's Recommendation:** It is recommended that the Board of Trustees approve elimination of the positions so designated on the effected date as listed in the attached memo.

**12. BOARD POLICY 5123: PROMOTION/ACCELERATION/RETENTION  
(FIRST READING)**

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

Some changes have been inserted into the Board Policy and Administrative Regulation 5123: Promotion/Acceleration/Retention. Details of the changes made are attached.

**Superintendent's Recommendation:** It is recommended that the Board of Trustees approve Board Policy and Administrative Regulation 5123: Promotion/Acceleration/Retention for first reading.

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

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

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

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

**Routine Items of Business**

- 13-A.** Board Meeting Minutes from May 5<sup>th</sup> regular meeting
- 13-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 13-C.** Donations
- 13-D.** Warrants
- 13-E.** Purchase Order Listing
- 13-F.** Budget Transfers

**Consent Items**

**13-G. APPROVAL OF DOCUMENT TRACKING SERVICES AS SARC  
CONSULTANT**

**Superintendent's Comments:** It is recommended that the Board of Trustees approves

Document Tracking Services as consultant for assistance in the preparation and posting of the annual School Accountability Report Cards.

**13-H. APPROVAL OF CSM, INC. AS E-RATE CONSULTANT**

Superintendent's Comments: It is recommended that the Board of Trustees approves CSM, Inc., to assist in the preparation and tracking of documents related to the E-Rate Program.

**13-I. ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING WITH FULLERTON SCHOOL DISTRICT AND LAGUNA BEACH UNIFIED SCHOOL DISTRICT FOR REFURBISHING SCIENCE KITS FOR 2011-12**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Memorandums of Understanding between the Fountain Valley School District and Fullerton School District and Laguna Beach Unified School District for Science Kit Refurbishment for the 2011-12 school year.

**13-J. REJECTION OF CLAIM 449733**

Superintendent's Comments: It is recommended that the Board of Trustees reject claim 449733 based upon the fact that there was no negligence on the part of the District or staff.

**13-K. RESOLUTION 2011-34: CLOSURE OF SPECIAL RESERVE FUND (17)**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-34: Closure of Special Reserve Fund (17), authorizing the closure of the Special Reserve Fund and the remaining balance of monies in the fund be transferred to the General Fund.

**13-L. RESOLUTION 2011-35: TIER III CATEGORICAL PROGRAM FLEXIBILITY TRANSFERS**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2011-35 and hold a public hearing to authorize the transfer of the estimated restricted funds on the attached table to the unrestricted General Fund for the fiscal years 2011-12 through 2012-13. It is further recommended that these funds or portion of the above income be used for core educational programs.

**13-M. STUDENT ACCIDENT INSURANCE 2011-12**

Superintendent's Comments: It is recommended that the Board of Trustees approves the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2011/2012 school year.

**13-N. APPROVE AGREEMENT WITH MERCEDES-BENZ FINANCIAL SERVICES USA, LLC**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Mercedes-Benz Financial Services Purchase Agreement for financing the purchase of a bus approved at the November 9<sup>th</sup> meeting and authorize the Superintendent or his designee to sign all documents.

**13-O. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$1000	7/1/11 to 6/30/12
Cornerstone Therapies	\$300	7/1/11 to 6/30/12
Cornerstone Therapies	\$2550	7/1/11 to 6/30/12
Cornerstone Therapies	\$1700	7/1/11 to 6/30/12
Cornerstone Therapies	\$3500	7/1/11 to 6/30/12
Cornerstone Therapies	\$1000	7/1/11 to 6/30/12
Cornerstone Therapies	\$5500	7/1/11 to 6/30/12
Cornerstone Therapies	\$500	7/1/11 to 6/30/12
Cornerstone Therapies	\$7000	7/1/11 to 6/30/12
Cornerstone Therapies	\$3600	7/1/11 to 6/30/12
Cornerstone Therapies	\$700	7/1/11 to 6/30/12
Cornerstone Therapies	\$3700	7/1/11 to 6/30/12
Cornerstone Therapies	\$3000	7/1/11 to 6/30/12
Speech and Language Pathology Serv.	\$9020	7/1/11 to 6/30/12
SKY Pediatric Therapy	\$8100	7/1/11 to 6/30/12
Cornerstone Therapies	\$5550	7/1/11 to 6/30/12
Lindamood-Bell Learning Processes	\$10,146	7/1/11 to 9/1/11

**SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, June 23, 2011 at 7:00pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvcsd.k12.ca.us](http://www.fvcsd.k12.ca.us)). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.*

*Board meeting proceedings are tape recorded.*

*Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.*



FOUNTAIN VALLEY SCHOOL DISTRICT  
SUPPORT SERVICES

MEMORANDUM

TO: Rosemary Eadie, Deputy Superintendent  
Instruction/Personnel Administration

FROM: Cathie Abdel, Director, Support Services

SUBJECT: Community Advisory Committee (CAC) - Excellence in Special Education Awards

DATE: June 1, 2011 - For June 9, 2011 Board Meeting

---

BACKGROUND:

The Community Advisory Committee has created an award this year to recognize individuals who have encouraged others, or who have received the benefits of caring individuals in a very special way. The "Excellence in Special Education Award" will honor approximately 28 individuals (Special Education Teachers and General Education Teachers, Instructional Aides, Bus Drivers, and a Student who will be honored the evening of the June 9<sup>th</sup> Board Meeting.

Cathie Abdel and Lisa Moloney will hand out the awards honoring these individuals who have been nominated by teachers, parents and staff members.

SO 2010-11/B45-11  
Fountain Valley School District  
Superintendent's Office

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Fountain Valley Educational Foundation Grant Awards**  
DATE: June 1, 2011

---

**Background:**

The Fountain Valley Educational Foundation is pleased to award its 2011-12 teacher grants to district staff. Grants shall be awarded to 32 teachers (including teacher teams for grade-level or school wide grants) totaling over \$14,000. The grants will be used to purchase a variety of classroom materials to enhance the curricular areas of reading, science, language arts, math, and PE.

Since 1982, the Foundation has contributed over \$350,000 in financial support for classroom projects that have helped maintain, improve and enhance the quality of education in the Fountain Valley School District. The money has been generated through fundraisers, membership drives, donations of community members and employees and through generous corporate contributions.

The 2011-12 Fountain Valley Educational Foundation grants shall be awarded as follows:

- Courreges School
 

<i>Stacy Pierce (Library Books, DVDs and supplies)</i>	\$ 1000
--	---------
- Cox School
 

<i>Christine Carrasco (Brain Pop Jr. Subscription)</i>	\$ 750
<i>Emily Harvest (Brain Pop Jr. Subscription)</i>	\$ 750
<i>Kathy Lewis (Picture Books)</i>	\$ 750
- Fulton Middle School
 

<i>Claudia Angelici (Science Lab Chemicals)</i>	\$ 200
<i>Claudia Angelici (Science Lab Chemicals)</i>	\$ 700
<i>Connie Yu (Science Safety Equipment)</i>	\$ 250
<i>Viet Phan, Sallie Frank and Sam Wesley (Cow Eyeballs for Science)</i>	\$ 420
- Gisler School
 

<i>Randi Hubbard (Magnetic Flip and Learn)</i>	\$ 119.57
<i>Melanie Fassnacht (Library Books)</i>	\$ 1000
- Masuda Middle School
 

<i>Daren Stage (Choices Life Skills Magazine Subscription)</i>	\$ 300
<i>Daren Stage (Microscope Supplies)</i>	\$ 481.17
<i>Lily Lew (Library Books)</i>	\$ 1000
- Newland School
 

<i>Terry Johnston (Sitton Word Skills and Spelling Program)</i>	\$ 200
<i>Amanda Smith (Write On Target Books)</i>	\$ 750
<i>Valerie Evans (Sitton Word Skills and Spelling Program)</i>	\$ 189.95
<i>Melissa White (Pre School Playground Equipment)</i>	\$ 750
<i>Kim Knotts (Sitton Word Skills and Spelling Program)</i>	\$ 210
<i>Monica Christenson (Sitton Word Skills and Spelling Program)</i>	\$ 189.95
- Oka School
 

<i>Anne Siino (Library Books and DVDs)</i>	\$ 1000
<i>Jeanie Moussa Zahab (Core Literature Book)</i>	\$ 263.39
- Plavan School
 

<i>Amelia Terich and Mara Rieck (Jr. Great Books)</i>	\$ 738.83
<i>Marilyn Ryan, Debra Keefer and Julie Boyd (Mountain Math and Mountain Language Bulletin Board Kits)</i>	\$ 455.70

• Tamura School	
<i>Mary Sutton, Patti Pitaccio and Jessica Boktor (Scholastic Trait Crates and Picture Books)</i>	\$ 606.31
<i>Kathy Muscolo (Library Books)</i>	\$ 1000
	<hr/>
	<b>\$ 14,074.87</b>

Fountain Valley Educational Foundation President Carla Neeld and Executive Administrator Joanne Lew will be present this evening to award these grants to the winning teachers.

Board meeting of June 9, 2011

SO 2010-11/B46-11  
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: **Recognition of retiring administrators Deputy Superintendent  
Rosemary Eadie, Director Technology/Instruction Pat Minnesang and  
Coordinator Science Works Susie Crandall**  
DATE : June 2, 2011

---

In June 2011, the District is losing three exceptional managers to retirement. It is appropriate that these three outstanding educators be presented to the Board of Trustees and recognized for their over 96 years of combined service to the children and staff of the Fountain Valley School District.

We wish a happy and fulfilling retirement to:

- Rosemary Eadie, Deputy Superintendent, Instruction/Personnel
- Pat Minnesang, Director, Technology/Instruction
- Susie Crandall, Coordinator, Science Works

In appreciation of their dedication, a commemorative gift will be presented to each by the Board of Trustees.

/rh

**NOTICE OF PUBLIC HEARING**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**TIER III CATEGORICAL PROGRAM**  
**FLEXIBILITY TRANSFERS**

**Notice is hereby** given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, June 9, 2011 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Tier III Categorical Program Flexibility transfers.

FOUNTAIN VALLEY SCHOOL DISTRICT

---

Dedra Norman, Director  
Fiscal Services



SO: 2010-11/B47-11  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
**SUBJECT: Budget Update (Oral and Written)**  
DATE: June 3, 2011

---

Assistant Superintendent, Business Steve McMahon will provide an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.



SO: 2010-11/B48-11  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Public Disclosure of Collective Bargaining Agreement between FVSD and CSEA Chapter #358**  
DATE: June 2, 2011

---

**Background:**

The District reached a Tentative Agreement with California School Employees Association Chapter #358 on May 13, 2011. It was almost unanimously ratified by CSEA employees on May 26, 2011. It includes a five day reduction in the work year for all employees. The language includes which days will be taken off as furlough days and the ability to renegotiate if additional furlough days are needed. The agreement also clarifies language about an employee's anniversary date and has added language to define the Extended School Year/August Program. Changes were made to the Professional Growth Program and changes made in the Request for Withdrawal from the Classified Employee Sick Leave Bank. Both parties agreed to a reduction in hours in the ESP program, mostly because of the new Preppie K and All Day Kindergarten Programs at Newland and Tamura.

Attached is the Public Disclosure of Collective Bargaining Agreement, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, for the agreement between CSEA Chapter #358 and the FVEA for the 2011-12 school year.

**Recommendation:**

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA Chapter #358 for the 2011-12 school year.

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Fountain Valley School

Name of Bargaining Unit: CSEA

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2011 and ending: June 30, 2014  
(date) (date)

The Governing Board will act upon this agreement on: June 9, 2011  
(date)

**A. Proposed Change in Compensation**

Compensation		Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement		
			Year 1	Year 2	Year 3
			Increase/(Decrease) FY 2011-12	Increase/(Decrease) FY 2012-13	Increase/(Decrease) FY 2013-14
1	<b>Salary Schedule</b> Increase (Decrease)	\$ 8,153,792.00			
					%
2	<b>Step and Column - Increase</b> (Decrease) Due to movement plus any changes due to settlement		\$ 107,390.00	35,607.00	8,930.00
					%
3	<b>Other Compensation - Increase</b> (Decrease)(Stipends, Bonuses, Longevity, Overtime, etc.)			\$	\$
	<b>Description of other compensation</b> <b>Benefits</b>				
4	<b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	2,670,733.00	26,074.00	8,645.00	2,168.00
				%	%
5	<b>Health/Welfare Plans</b>	660,671.00		\$	\$
				%	%
6	<b>Total Compensation - Increase</b> (Decrease) (Total Lines 1-5)	11,485,196.00	133,464.00	44,252.00	11,098.00
7	<b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	346.00			
8	<b>Total Compensation <u>Average</u> Cost per Employee</b>	33,194.00	385.73	\$ 128	\$ 32
		3			%



9. What was the negotiated percentage increase approved? For example, if the increase in "Year1" was for less than a full year, what is the annualized percentage of that increase for "Year1"?

0.00%

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

N/A

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount. \$8,000

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development  
N/A

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**  
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

If revenue limit funding requires a reduction of more than \$349 per student, parties agree to reopen negotiations.

**E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

no

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

**G. Source of Funding for Proposed Agreement**

1. Current Year

N/A

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Unrestricted General Fund CSEA

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 5/31/2011_)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 29,945,781			\$ 29,945,781
Remaining Revenues (8100-8799)	\$ 4,616,249			\$ 4,616,249
<b>TOTAL REVENUES</b>	\$ 34,562,030			\$ 34,562,030
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 17,074,103			\$ 17,074,103
Classified Salaries (2000-2999)	\$ 4,576,932		\$ 61,544	\$ 4,638,476
Employee Benefits (3000-3999)	\$ 6,089,145		\$ 14,943	\$ 6,104,088
Books and Supplies (4000-4999)	\$ 642,527			\$ 642,527
Services, Other Operating Expenses (5000-5999)	\$ 1,562,234			\$ 1,562,234
Capital Outlay (6000-6599)	\$ 11,827			\$ 11,827
Other Outgo (7100-7299) (7400-7499)	\$ 8,802			\$ 8,802
Direct Support/Indirect Cost (7300-7399)	\$ (248,785)			\$ (248,785)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 29,716,785	\$ -	\$ 76,487	\$ 29,793,272
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ 4,845,245			\$ 4,768,758
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,209,739			\$ 1,209,739
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>				\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ (5,975,615)			\$ (5,975,615)
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ 79,369			\$ 2,882
<b>BEGINNING BALANCE</b>	\$ 1,892,905			\$ 1,892,905
Prior-Year Adjustments/Restatements (9793/9795)				
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 1,972,274			\$ 1,895,787
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 150,000			\$ 135,000
Reserved for Economic Uncertainties (9770)	\$ 1,373,161			\$ 1,377,165
Designated Amounts (9775-9780)	\$ 273,139			\$ 233,622
Unappropriated Amount (9790)	\$ 175,974			\$ 150,000

\* Please see question on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Restricted General Fund CSEA

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 5/31/2011_)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 785,951			\$ 785,951
Remaining Revenues (8100-8799)	\$ 8,897,225			\$ 8,897,225
<b>TOTAL REVENUES</b>	\$ 9,683,176			\$ 9,683,176
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 5,485,450			\$ 5,485,450
Classified Salaries (2000-2999)	\$ 4,347,683		\$ 45,846	\$ 4,393,529
Employee Benefits (3000-3999)	\$ 2,383,576		\$ 11,131	\$ 2,394,707
Books and Supplies (4000-4999)	\$ 852,473			\$ 852,473
Services, Other Operating Expenses (5000-5999)	\$ 2,334,667			\$ 2,334,667
Capital Outlay (6000-6599)	\$ 75,846			\$ 75,846
Other Outgo (7100-7299) (7400-7499)	\$ 435,821			\$ 435,821
Direct Support/Indirect Cost (7300-7399)	\$ 139,742			\$ 139,742
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 16,055,258	\$ -	\$ 56,977	\$ 16,112,235
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (6,372,082)	\$ -	\$ (56,977)	\$ (6,429,059)
TRANSFERS IN & OTHER SOURCES (8910-8979)				\$
TRANSFERS OUT & OTHER USES (7610-7699)				\$
CONTRIBUTIONS (8980-8999)	\$ 5,975,615			\$ 5,975,615
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (396,467)	\$ -		\$ (453,444)
BEGINNING BALANCE	\$ 1,760,605			\$ 1,760,605
Prior-Year Adjustments/Restatements (9793/9795)				\$
CURRENT-YEAR ENDING BALANCE	\$ 1,364,138			\$ 1,307,161
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,059,639	\$	\$	\$ 1,307,161
Reserved for Economic Uncertainties (9770)	\$	\$	\$	\$
Designated Amounts (9775-9780)		\$	\$	\$ -
Unappropriated Amount (9790)	\$ 304,499	\$	\$	

\* Please see question on page 7.

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund

Enter Bargaining Unit:

CSEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 5/31/2011_)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 30,731,732		\$	\$ 30,731,732
Remaining Revenues (8100-8799)	\$ 13,513,474		\$	\$ 13,513,474
<b>TOTAL REVENUES</b>	\$ 44,245,206		\$	\$ 44,245,206
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 22,559,553			\$ 22,559,553
Classified Salaries (2000-2999)	\$ 8,924,615		\$ 107,390	\$ 9,032,005
Employee Benefits (3000-3999)	\$ 8,472,721		\$ 26,074	\$ 8,498,795
Books and Supplies (4000-4999)	\$ 1,495,000		\$	\$ 1,495,000
Services, Other Operating Expenses (5000-5999)	\$ 3,896,901		\$	\$ 3,896,901
Capital Outlay (6000-6599)	\$ 87,673		\$	\$ 87,673
Other Outgo (7100-7299) (7400-7499)	\$ 444,623		\$	\$ 444,623
Direct Support/Indirect Cost (7300-7399)	\$ (109,043)		\$	\$ (109,043)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 45,772,043	\$ -	\$ 133,464	\$ 45,905,507
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (1,526,837)	\$ -		\$ (1,660,301)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,209,739			\$ 1,209,739
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>			\$	\$
<b>CONTRIBUTIONS (8980-8999)</b>			\$	\$
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (317,098)		\$	\$ (450,562)
<b>BEGINNING BALANCE</b>	\$ 3,653,510			\$ 3,653,510
Prior-Year Adjustments/Restatements (9793/9795)				\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 3,336,412		\$	\$ 3,202,948
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,209,639		\$	\$ 1,442,161
Reserved for Economic Uncertainties (9770)	\$ 1,373,161		\$	\$ 1,377,165
Designated Amounts (9775-9780)	\$ 273,139		\$	\$ 233,622
Unappropriated Amount - Unrestricted (9790)			\$	\$ 150,000
Unappropriated Amount - Restricted (9790)	\$ 480,473		\$	\$ -
Reserve for Economic Uncertainties Percentage	3.00%			3.00%

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS****Combined General Fund**

Enter Bargaining Unit:

**CSEA**

	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 30,731,732	\$ 31,475,268	\$ 32,325,091
Remaining Revenues (8100-8799)	\$ 13,513,474	\$ 13,513,474	\$ 13,513,474
<b>TOTAL REVENUES</b>	\$ 44,245,206	\$ 44,988,742	\$ 45,838,565
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 22,559,553	\$ 22,559,553	\$ 22,559,553
Classified Salaries (2000-2999)	\$ 9,032,005	\$ 9,067,612	\$ 9,076,542
Employee Benefits (3000-3999)	\$ 8,498,795	\$ 8,507,440	\$ 8,509,608
Books and Supplies (4000-4999)	\$ 1,495,000	\$ 1,495,000	\$ 1,495,000
Services, Other Operating Expenses (5000-5999)	\$ 3,896,901	\$ 3,896,901	\$ 3,896,901
Capital Outlay (6000-6999)	\$ 87,673	\$ 87,673	\$ 87,673
Other Outgo (7100-7299) (7400-7499)	\$ 444,623	\$ 444,623	\$ 444,623
Direct Support/Indirect Cost (7300-7399)	\$ (109,043)	\$ (109,043)	\$ (109,043)
Other Adjustments			
<b>TOTAL EXPENDITURES</b>	\$ 45,905,507	\$ 45,949,759	\$ 45,960,857
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (1,660,301)	\$ (961,017)	\$ (122,292)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,209,739		
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>			
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (450,562)	\$ (961,017)	\$ (122,292)
<b>BEGINNING BALANCE</b>	\$ 3,653,510	\$ 3,202,948	\$ 2,241,931
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 3,202,948	\$ 2,241,931	\$ 2,119,639
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,442,161	\$ 341,256	\$ 198,556
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 1,377,165	\$ 1,378,493	\$ 1,378,826
Reserved for Economic Uncertainties - Restricted (9770)			
Board Designated Amounts (9775-9780)	\$ 233,622	\$ 395,641	\$ 440,832
Unappropriated Amounts - Unrestricted (9790)	\$ 150,000	\$ 126,541	\$ 101,425
Unappropriated Amounts - Restricted (9790)			

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

## 1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 45,905,507	\$ 45,949,759	\$ 45,960,857
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,377,165	\$ 1,378,493	\$ 1,378,826

## 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 1,377,165	\$ 1,378,493	\$ 1,378,826
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ 150,000	\$ 126,541	\$ 101,425
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)		\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)			
g.	Total Available Reserves	\$ 1,527,165	\$ 1,505,034	\$ 1,480,251
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

## 3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12

Yes

☒

No

☐

2012-13

Yes

☒

No

☐

2013-14

Yes

☒

No

☐

## 4. If no, how do you plan to restore your reserves?

5 If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, Page 1 (i.e., increase was partially budgeted), explain the variance below:

Totals agree

6 Please include any additional comments and explanations of Page 4 as necessary:



**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of \_\_\_\_\_Fountain Valley School\_\_\_\_\_ (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the \_\_\_\_\_CSEA\_\_\_\_\_ Bargaining Unit, during the term of the agreement from \_\_July 1, 2011\_\_, to \_June 30, 2014, \_\_\_\_\_.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

**Budget Adjustment Categories:**

**Budget Adjustment  
Increase (Decrease)**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance Increase (Decrease)

N/A \_\_\_\_ (No budget revisions necessary)

\_\_\_\_\_  
**District Superintendent**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chief Business Officer**  
(Signature)

\_\_\_\_\_  
**Date**

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**Board President (or Clerk)**  
**(Signature)**

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
(714) 843-3251

**Phone**



SO: 2010-11/B47-11  
Fountain Valley School District  
Superintendent's Office

## MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Tentative Agreement with CSEA Chapter #358**  
DATE: June 3, 2011

---

### **Background:**

The District reached a Tentative Agreement with California School Employees Association Chapter #358 on May 13, 2011. It was almost unanimously ratified by CSEA employees on May 26, 2011. It includes a five day reduction in the work year for all employees. The language includes which days will be taken off as furlough days and the ability to renegotiate if additional furlough days are needed. The agreement also clarified language about an employee's anniversary date and includes added language to define the Extended School Year/August Program. Changes were made to the Professional Growth Program and changes were made in the Request for Withdrawal from the Classified Employee Sick Leave Bank. Both parties also agreed to a reduction in hours in the ESP program, mostly because of the new Preppie K and All Day Kindergarten Programs at Newland and Tamura.

### **Recommendation:**

It is recommended that the Board of Trustees approves the Tentative Agreement and corresponding work year and salary reduction as well as the changes to the CSEA contract.



CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION



Tentative Agreement Between  
Fountain Valley School District and  
California School Employees Association Chapter #358  
July 1, 2011 – June 30, 2014

May 13, 2011

**The Fountain Valley School District and CSEA agree to the following:**

1. A reduction in the work year and corresponding pay, of five (5) days for all employees.
  - For the purpose of the calculations below, the current level of funding is \$4968.46 per ADA.
  - If funding for the 2011-12 school year is restored or maintained at the 2010-11 level, five furlough days will be required, FVSD will use Federal jobs funding to restore the furlough days.
  - If furlough days are not required or if furlough days are eliminated using federal jobs money in the 2011-12 school year, employees will have no loss of pay.
  - A furlough day will be added for each \$66 per student reduction in funding.
  - For every \$66 per student that is restored, one furlough day will be eliminated.
  - If revenue limit funding requires a reduction of more than \$349 per student, parties agree to reopen negotiations.
  - For the school year or "180 day" employees the days off without pay will be as follows: February 22-24, 2012, April 6, 2012 and April 9, 2012.
  - For all other classified employees (working more than the school year only), the days off without pay will be as follows: February 22-24, 2012, April 6, 2012, and June 21, 2012.
  - The deduction in pay will be .5 of the employee's daily rate each month from September to June.
  - The daily rate includes all longevity and professional growth.
  - If the salary changes, the new daily rate will be used for the .5 daily rate deduction.
  - The five day reduction will not reduce vacation or sick leave earned during the 2011-2012 school year. They will be earned at the 2010-2011 level unless hours or days worked in 2011-2012 are altered independently of this agreement.
  - This furlough agreement is for the 2011-2012 school year only.
2. Salaries (Article IX), #3 will read as follows:

Employees shall be advanced annually according to the following:

  - If anniversary date is between the 1<sup>st</sup> and the 15<sup>th</sup> of the month advancement will occur on the 1<sup>st</sup> of the month.
  - If anniversary date is between the 16<sup>th</sup> and the end of the month advancement will occur on the 1<sup>st</sup> of the following month.
3. The following language will be added to Hours (Article X) to define the Extended School Year/August Maintenance Program.

*KE* *MCHW*

## EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM EMPLOYMENT

All short-term EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM employment opportunities shall be posted at all work sites.

Any employee interested in being hired for short-term EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM employment must apply by submitting a written application to the Human Resources Department of the District within the posting period.

Application for EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM employment shall be considered a commitment to work each day of the program. Vacation days will not be accommodated.

### Hiring criteria

1. Student needs and special training needs will be the first criteria considered in determining employee placement. For example, special education students with one-on-one aides attending the EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM will continue with the same aide as during the school year (if that aide has applied to work in the EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM) regardless of the seniority of the aide. Furthermore, when an EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM assignment requires specific skills, specialized training and/or experience, then only those with such attributes will be considered. Employees with all necessary qualifications will be offered assignments based on seniority.
2. In the absence of the above "special situations," employment shall be offered based on seniority. Current employees in the same classification as the EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM position who are qualified to perform the duties of the EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM position will be granted the position by seniority.
3. If necessary in order to fill all available EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM positions, employees in other classifications who are qualified to perform the duties of the position shall be granted the remaining positions.
4. Lastly, if all positions cannot be filled by current employees, then selection shall be made from qualified individuals not regularly employed by the district.

### Special situations

In the case of the August Maintenance Program for students with autism, hiring shall be made according to the criteria 1 – 4 above, with hiring from the seniority list continuing at the point that hiring for the EXTENDED SCHOOL YEAR PROGRAM left off.

Split assignments will only be considered in the event that all assignments cannot be filled.

### Compensation

When the EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM appointment is in the same classification as the employee's regular assignment, compensation shall be at the same range and step as the regular assignment.

Substitutes or limited term hires (those not regularly employed in the class) shall be compensated at step one of the appropriate salary range.

RE      MCHW

### **Special situations**

Split assignments will only be considered in the event that all assignments cannot be filled. Should an EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM assignment be offered and then withdrawn based on insufficient program enrollment, the employee will be reinstated to the seniority list for consideration for other available EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM assignments.

### **Disqualification**

An employee who is absent from duty in excess of two days for an EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM assignment may be replaced by another applicant. The District may require verification of illness.

Formally documented performance deficiencies and/or misconduct, or failure to complete the term of the assignment, may result in disqualification from consideration for EXTENDED SCHOOL YEAR/AUGUST MAINTENANCE PROGRAM assignments the following year.

4. Exhibit B: Professional Growth Program – The following changes will be made to the Professional Growth Program:

### **Introduction**

The attitude of the Fountain Valley School District shall be to encourage Professional Growth Program activities for classified employees. The District will budget \$5,000 per fiscal year. Any unused funds will be rolled over to the next year up to a maximum of \$10,000.

The Professional Growth Program is designed to:

- provide professional growth for the employee
- provide an activity that will reflect increased skills, training, and knowledge for the employee's job
- provide monetary award

An employee is eligible to enter the Professional Growth Program at any time after becoming a permanent employee of the school district (after a six-month probationary period).

If an employee has successfully completed a stage in the former "Growth in Service Program" then they are eligible to participate in the "Professional Growth Program" at the next level. (Example: if an employee completed stage one of the "Growth in Service Program" they will be eligible to begin the second stage of the "Professional Growth Program") If an employee has completed all steps of the growth and service program they will be ineligible to participate in the "Professional Growth Program".

To enter the Professional Growth Program, the employee, together with their supervisor, shall complete the Declaration of Intent form that outlines a tentative plan of the program to be followed. Forms are available in the Personnel Office. The Declaration of Intent is then submitted to the Executive Director, Personnel, for approval. These plans may be changed from time to time by mutual agreement of the employee, his supervisor, and the Executive Director, Personnel. The Declaration of Intent form should be completed in triplicate and distributed as follows:

RE MCHW

- one copy to the supervisor
- one copy to the employee
- one copy to Personnel for the employee's file.

#### Program Stages

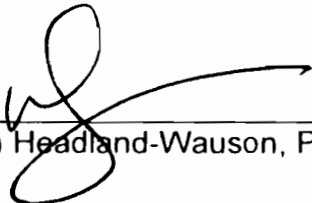
There are four stages to the program. Each stage consists of 10 points. One stage can be awarded each fiscal year, per employee. There is a lifetime cap of \$2,200 per employee. Completion of each stage will result in a stipend awarded as outlined below:

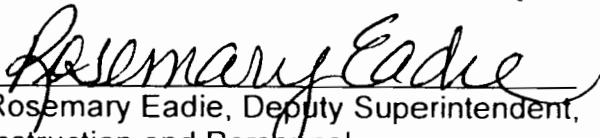
First Stage	\$400
Second Stage	\$500
Third Stage	\$600
Fourth Stage	\$700

Monetary awards will be on a first-come, first-served basis. If the cap is reached, no more awards will be given during that fiscal year. Those requests will be held over to the next fiscal year and will be awarded first.

- Exhibit C, Classified Sick Leave Bank – Request for Withdrawal. The first paragraph will be changed to the following:  
Article VIII, Section 2.A.15, of the Agreement between the Fountain Valley School District and the California School Employees' Association, Fountain Valley Chapter #358, establishes a sick leave bank for classified employees. This bank may be drawn on for catastrophic illness or injury (see definition on pg. 76) by employees who have exhausted all accumulated sick leave and vacation hours.
- CSEA and the district agree to the following reductions in assigned time:
  - ESP Lead Instructor (Newland) 40 hours per week reduced to 30 hours per week
  - ESP Lead Instructor (Tamura) 32.5 hours per week reduced to 30 hours per week
  - ESP Lead Instructor (Moiola) 40 hours per week reduced to 32.5 hours per week
  - ESP Lead Instructor (Oka) 40 hours per week reduced to 32.5 hours per week
  - ESP Instructor (Tamura) 18.75 hours per week reduced to 15.75 per week
  - ESP Aide (Tamura) 14.75 hours per week reduced to 13.75 per week
- Article XVIII: Term of the Agreement  
This agreement shall remain in full force and effective beginning July 1, 2011 and ending June 30, 2014 and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other, in writing by March 1, of its request to modify, amend, or terminate this Agreement.

Executed this 13<sup>th</sup> day of May, 2011

  
Martin Headland-Wauson, President CSEA #358

  
Rosemary Eadie, Deputy Superintendent,  
Instruction and Personnel

## FOUNTAIN VALLEY SCHOOL DISTRICT

### PERSONNEL

TO: Marc Ecker, Superintendent  
FROM: Rosemary Eadie, Deputy Superintendent  
SUBJECT: Declaration of Need  
DATE: May 12, 2011

---

### **BACKGROUND**

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

### **IMPACT**

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

### **RECOMMENDATION**

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

va





## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

☐ Original Declaration of Need for year: 2011-2012

☐ Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: FOUNTAIN VALLEY SCHOOL DISTRICT District CDS Code: 66498

Name of County: ORANGE County CDS Code: 30

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

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

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 09 / 11 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2012.

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

MARC ECKER, Ph.D.

*Name*

*Signature*

SUPERINTENDENT

*Title*

714-843-3257

*Fax Number*

714-843-3223

*Telephone Number*

05/12/2011

*Date*

*Mailing Address*

*E-Mail Address*

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

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

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

The declaration shall remain in force until June 30, 2012.

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

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

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

## AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

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

## LIMITED ASSIGNMENT PERMITS

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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	1
Special Education	1
TOTAL	2

## **EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

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

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

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

## **EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?

☐ Yes

☒ No

If no, explain. \_\_\_\_\_

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

☒ Yes

☐ No

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

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

CSUF, CSULB, NATIONAL, AZUSA PACIFIC, DOMINGUES HILLS,

UNIVERSITY OF PHOENIX, VANGUARD

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

Fountain Valley School District  
**RESOLUTION 2011-36**

# RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT

**ON MOTION** of Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the following resolution is hereby adopted:

**WHEREAS**, the State of California is projecting a state budget shortfall for the 2011-12 fiscal year; and

**WHEREAS**, the State of California may be proposing a reduction in state support for K-12 public schools in the 2011-12 fiscal year; and

**WHEREAS**, as a result of these cutbacks in state funding the Fountain Valley School District will be required to reduce its 2011-12 budget in the amount of \$2.5 million; and

**WHEREAS,** employee salaries constitute over 85% of the school district budget; and

**WHEREAS**, due to the uncertainty of the law the governing board of the Fountain Valley School District wishes to reserve its right to negotiate salary and work year/annual compensation reductions for certificated and classified employees for the 2011-12 fiscal year; and

**NOW, THEREFORE, BE IT RESOLVED** that the governing board of the Fountain Valley School District, does hereby:

1. Find that it is necessary to negotiate a reduction in salaries and work year/annual compensation for certificated and classified employees for the 2011-12 fiscal year.
2. Reserve its right to initiate negotiations under the State's collective bargaining laws, Government Code section 3540 et seq., to reduce certificated and classified salaries and work year/annual compensation for the 2011-12 fiscal year.

**PASSED AND ADOPTED** by the Governing Board on June 9, 2011 by the following vote:

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF ORANGE )

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

**WITNESSED** my hand this 9<sup>th</sup> day of June, 2011.

Clerk of the Governing Board

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**  
**D/FS 10-11 - 682**

TO: Stephen McMahon, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director of Fiscal Services  
DATE: May 18, 2011  
SUBJECT: **BOARD POLICY 3100: FUND BALANCE (FIRST READING)**

---

**BACKGROUND**

Board policies guide our district operations and often it is necessary to bring forth policies not previously set.

Governmental Accounting Standards Board issued GASB Statement 54 to change how fund balance information is reported and to improve the usefulness by establishing new fund balance classifications that are easier to understand and apply. GASB 54 is effective for Local Educational Agencies (LEA) financial statements for fiscal year 2010-11. LEAs must establish fund balance policies by June 30, 2011.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve for first reading Board Policy 3100 Fund Balance.

**FUND BALANCE POLICY**

The District hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This policy shall only apply to the District's governmental funds. Fund Balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

- **Nonspendable Fund Balance** consists of funds that cannot be spent due to their form (e.g. inventories and prepaids) or funds that legally or contractually must be maintained intact.
- **Restricted Fund Balance** consists of funds that are mandated for a specific purpose by external parties, constitutional provisions or enabling legislation.
- **Committed Fund Balance** consists of funds that are set aside for a specific purpose by the district's highest level of decision making authority (Governing Board). Formal action must be taken prior to the end of the fiscal year. The same formal action must be taken to remove or change the limitations placed on the funds.
- **Assigned Fund Balance** consists of funds that are set aside with the intent to be used for a specific purpose by the district's highest level of decision making authority or a body or official that has been given the authority to assign funds. Assigned funds cannot cause a deficit in unassigned fund balance.
- **Unassigned Fund Balance** consists of excess funds that have not been classified in the previous four categories. All funds in this category are considered spendable resources. This category also provides the resources necessary to meet unexpected expenditures and revenue shortfalls.

**Minimum Fund Balance Policy**

The Governing Board maintains a minimum fund balance policy for the General Fund in order to protect the district against revenue shortfalls or unpredicted one-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent (3%) of General Fund expenditures and other financing uses.

**Authority to Commit Funds**

The Governing Board is the highest level of decision-making authority for the district. Commitments may be established, modified or rescinded only through budget adoption or resolutions as approved by the governing board.

**Authority to Assign Funds**

The Governing Board or designee (Chief Business Officer or Director of Fiscal Services) may assign amounts for specific purposes.

**FUND BALANCE POLICY**

**Spending Order Policy**

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the district considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned or unassigned fund balances are available, the district considers amounts to have been spent first out of committed funds, then assigned funds and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

**Annual Review and Determination of Fund Balance Reserve Amounts**

Compliance with the provisions of this policy shall be reviewed, presented and discussed as part of the Unaudited Actuals Financial Reporting process and presentation to the Governing Board. The amounts of nonspendable, restricted, committed, assigned and unassigned fund balances shall be reported in the Unaudited Actuals report.

Regulation  
approved:

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**  
Fountain Valley, California

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL**

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

TO: Marc Ecker, Superintendent

FROM: Rosemary Eadie, Deputy Superintendent

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

DATE: May 31, 2011

-----

**BACKGROUND**

Due to a 20% reduction in funding by the state for the English Language program for the next school year, the district must reduce spending by that amount. The budget is almost entirely in personnel, so we must cut five Bilingual Aide positions – three Vietnamese biliterate aides, and two Spanish biliterate aides.

Also, we have an aide who has been assigned the past two years to assist a teacher who needed physical assistance due to health issues. This teacher is retiring at the end of the school year, so the aide will no longer be needed to assist.

Lastly, we have an expected reduction in the number of kindergarten classes at Cox School. An aide at this site recently took on a second position due to the departure of another aide – she will lose this second assignment.

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

**IMPACTS**

The following seven classified positions shall be eliminated following the required 45 day notice (as of July 29, 2011):

Instructional Assistant – Spanish

<u>School</u>	<u>Hours/week</u>
Gisler	10
Tamura	10



Instructional Assistant – Vietnamese

<u>School</u>	<u>Hours/week</u>
Gisler	10
Plavan	15
Tamura	15

Instructional Assistant

<u>School</u>	<u>Hours/week</u>
Cox	8.5
Plavan	7.5

**RECOMMENDATION**

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

Fountain Valley School District

M E M O R A N D U M

TO: Board of Trustees  
FROM: Rosemary Eadie, Deputy Superintendent, Instruction/Personnel  
SUBJECT: **REVISION TO BOARD POLICY 5123**  
**(PROMOTION/ACCELERATION/RETENTION)**  
DATE: June 1, 2011

---

**Background:**

Some changes have been inserted into Board Policy and Administrative Regulation 5123: Promotion/Acceleration/Retention.

Deputy Superintendent Rosemary Eadie met with principals and consensus was reached concerning certain changes. Some of the changes include referring to the current year report card rather than the current year progress report for determining retention. There are also changes in grades 1-2 that address the Oral Reading Fluency DIBELS Assessment and changes in number of words that need to be mastered on the High Frequency Word lists.

**Recommendation:**

The Superintendent endorses the first reading to Board Policy and Administrative Regulation 5123 and recommends that the Board of Trustees approve the changes.

/hab

**PROMOTION/ACCELERATION/RETENTION**

The Governing Board expects students to progress through each grade within one school year. To accomplish this, instruction should accommodate the varying interests and growth patterns of individual students and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

*(cf. 6011 – Academic Standards)*

*(cf. 6146.5 – Elementary School Promotion/Standards of Proficiency)*

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year and in students' school careers, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulation and the following criteria:

Students shall be identified on the basis of grades. The following other indicators of academic achievement shall also be used:

- The State's Standardized and Reporting Program
- Fountain Valley School District ~~Kindergarten & First Grade~~ **Benchmark** Assessments

Decisions about retention of Special Education students will be based on the criteria of their IEP's and their performance level.

*(cf. 5121 – Grades/Evaluation of Student Achievement)*

*(cf. 5149 – At Risk Students)*

~~When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall provide opportunities for remedial instruction to assist the student in overcoming his/her academic deficiencies. Such opportunities may include but are not limited to tutorial programs, after school programs, summer school programs and/or the establishment of a student study team.~~ **opportunities for remedial instruction will be provided.**

*(cf. 6164.5 – Student Study Teams)*

*(cf. 6177 – Summer School)*

~~The Board of Trustees shall receive annually a mid-year and year-end site and grade specific report listing the numbers of students who are at risk of retention and who are actually retained. The board shall also receive an annual report of the number of students who participate in the remediation program.~~

**PROMOTION/ACCELERATION/RETENTION (continued)**

*Legal Reference:*

EDUCATION CODE

37252-37253 Summer school

46300 Method of Computing ADA

48011 Admission on completing kindergarten: grade placement of pupils coming from other districts

48070-48070.5 Promotion and retention

48431.6 Required systematic review of students and grading

51215 Proficiency standards in basic skills

51216 Assessment of pupil proficiency

51217 Withholding diploma (high school)

51218 Separate proficiency standards

56345 Elements of individualized education plan

60641-60647 Standardized Testing and Reporting Program

60648 Minimum performance levels

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

*Management Resources*

CDE PROGRAM ADVISORIES

06121.89-06123.89 Educating Young Children: Next Steps in Implementing the School Readiness Task Force Report

0916.91 Retention of Students in Elementary and Middle Grades, CIL 91/92-02

CDE MANAGEMENT ADVISORIES

0900.90 Changes in Law concerning Eligibility for Admission to Kindergarten 9010

LEGISLATIVE COUNSEL OPINION

1001.98 Promotion and Retention #21610

CSBA ADVISORIES

1112.98 Student Promotion/Retention Advisory

WEB SITES

CSBA: <http://www.csba.org> CDE: <http://www.cde.ca.gov>

**PROMOTION/ACCELERATION/RETENTION****Acceleration from Kindergarten to First Grade**

A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian, upon determination that the child is ready for first-grade work. (Education Code 48011)

Admission shall be subject to the following minimum criteria:

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. ~~The student is in the upper five percent of his/her age group in terms of general mental ability.~~ **successfully meets the FVSD end of year Kindergarten Benchmark criteria.**
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the school district approving the placement in first grade.

**Continuation in Kindergarten**

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year. (Education Code 48011) Consideration for retention in kindergarten will be based on mastery of kindergarten language arts standards on the Fountain Valley School District Kindergarten **Benchmark** Assessment.

Whenever a student continues in kindergarten for an additional year, the Fountain Valley School District Kindergarten Retention form must be signed by the parent/guardian and the Superintendent or designee, stating that the student shall continue in kindergarten for not more than one additional school year. A copy shall be placed in the student's Cumulative Folder and one copy sent to the Assistant Superintendent of Instruction. (*Education Code 46300*)

**PROMOTION/ACCELERATION/RETENTION (continued)****Retention at Other Grade Levels**

The Superintendent/ ~~or~~ designee shall identify students who should be retained or who are at risk of being retained ~~at the following grade levels:~~ **in grades 1-8.** (Education Code 48070.5)

**~~Retention at Other Grade Levels~~**

1. ~~Between grades 1 and 2~~
2. ~~Between grades 2 and 3~~
3. ~~Between grades 3 and 4~~
4. ~~Between grades 4 and 5~~
5. ~~Between the end of 5<sup>th</sup> grade and the beginning of the 6<sup>th</sup> grade~~
6. ~~Between the end of 6<sup>th</sup> grade and the beginning of the 7<sup>th</sup> grade~~
7. ~~Between the end of 7<sup>th</sup> grade and the beginning of the 8<sup>th</sup> grade~~
8. ~~Between the end of the 8<sup>th</sup> grade and the beginning of the 9<sup>th</sup> grade~~

A student may not be retained more than one time.

Students in grades 1, 2 and 3 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students in grades 4-8. ~~and between 8<sup>th</sup> grade and 9<sup>th</sup> grade.~~

(cf. 6142.91 – Reading/Language Arts/Instruction)

(cf. 6142.92 – Mathematics Instruction)

**Criteria for Promotion/Retention:****A. PROMOTION**

- A student who meets the criteria for promotion will be promoted.

**B. RETENTION (Considerations to be made in Trimester 1)**

- A parent/guardian will be informed at the ~~Fall Parent Conference~~ **end of the first trimester** if their child is ~~at risk~~ **considered for retention** if the following ~~he/she~~ **meets all of the grade level criteria.** ~~apply:~~

**Retention in Grade 1:****If the student meets all of the following criteria:**

1. Scored below ~~Level 5~~ **25 (Tier 2)** on the ~~reading fluency section of the First Grade Assessment~~ **Oral Reading Fluency First Grade DIBELS Assessment.**
2. Scored below ~~25~~ **100** on the High Frequency Word list.
3. Received a “Needs Improvement” or a “1” in Reading on the current year ~~progress report~~ **report card.**

**Retention in Grade 2:****If the student meets all of the following criteria:**

1. Scored below ~~Level 16~~ **70 (Tier 2)** on the ~~reading fluency section of the First Grade Assessment~~ **on the Oral Reading Fluency Second Grade DIBELS Assessment.**
2. Scored below ~~150~~ **200** on the High Frequency Word list.
3. Received a “Needs Improvement” **in reading** on the current year ~~progress report~~ **report card.**

**PROMOTION/ACCELERATION/RETENTION (continued)****Retention in Grade 3:****If the student meets both of the following criteria:**

1. Scored at the “far below basic,” “below basic,” or “basic” performance level on the CST (California Standards Test) portion of the STAR in reading.
2. Received an achievement grade of D (needs improvement) or F (unsatisfactory) in reading on the current year ~~progress report~~ **report card**.

**Retention in Grades 4 and 5:****If the student meets both of the following criteria:**

1. Scored at the “far below basic,” “below basic,” or “basic” performance level on the CST (California Standards Test) portion of the STAR in reading or math.
2. Received a “D” or “F” in reading/ ELA or math on the current year ~~progress report~~ **report card**.

**Retention in Grades 6, 7 and 8:****If the student meets both of the following criteria:**

1. Scored at the “far below basic,” “below basic,” or “basic” performance level on the CST (California Standards Test) portion of the STAR in reading or math.
2. Received a “D” or “F” in reading/ ELA or math on the current year ~~progress report~~ **report card**.

**C. RETENTION – Considerations for Trimester 2:****Retention in Grades 1-3:**

In the 2<sup>nd</sup> trimester, a student will no longer be at risk of retention if he/she does not have a “Needs Improvement” or a “1” in Reading.

**Retention in Grades 4-8:**

In the 2<sup>nd</sup> trimester, a student will no longer be at risk of retention if they have a “C” or better in math or reading/ELA.

**D. RETENTION - Considerations for Trimester 3:**

**In the spring, a student will be ~~retained~~ considered for retention if he/she meets all of the grade level the following criteria:**

**Retention in Grade 1:**

1. Below level ~~16~~ **25 (Tier 2)** on the ~~Fountain Valley School District First Grade Oral Reading Fluency First Grade DIBELS Assessment~~ **AND**
2. Demonstrates a knowledge of less than ~~150~~ **200** high frequency words on the ~~Fountain Valley School District First Grade Assessment~~ **AND on the High Frequency Word List.**
3. Receives a “Needs Improvement” or a “1” (working below standard) in Reading at the ~~3<sup>rd</sup> trimester on the current report card.~~

**PROMOTION/ACCELERATION/RETENTION****Retention in Grade 2**

~~In the spring, a student will be retained if he/she meets the following criteria:~~

1. Scored below 85 (Tier 2) on the Oral Reading Fluency Second Grade DIBELS Assessment.
- ~~1. Received a "Needs to Improve" in reading at the 3<sup>rd</sup> trimester~~
- ~~2. Reading fluency score is below 16 and mastery of High Frequency Words remains below 150~~ Scored below 200 on the High Frequency Word List.
3. Received a "Needs to Improve" in reading on the current report card.

**Retention in Grade 3**

~~In the spring, a student will be retained if he/she meets both of following criteria:~~

1. Scored at the "far below basic," "below basic," or "basic" performance level on the CST (California Standards Test) portion of the STAR in reading
- ~~2. Received an achievement grade of "D" or "F" in reading at the 3<sup>rd</sup> trimester on the~~ current report card.

**Retention in Grades 4 and 5:**

~~In the spring, a student will be retained if he/she meets both of the following criteria:~~

1. Scored at the "far below basic," "below basic," or "basic" performance level on the CST (California Standards Test) portion of the STAR in reading or math
- ~~2. Received a "D" or "F" in reading/ELA or math at the 3<sup>rd</sup> trimester on the current~~ report card.

**Retention in Grades 6-8:**

~~In the spring, a student will be retained if he/she meets both of the following criteria:~~

1. Scored at the "far below basic," "below basic," or "basic" performance level on the CST (California Standards Test) portion of the STAR in reading or math.
- ~~2. Received a "D" or "F" in reading/ELA or math at the 3<sup>rd</sup> trimester on the current~~ report card.

**E. CONDITIONAL PROMOTION**

~~■ Between grades 1 and 2:~~

~~Students who do not meet District criteria but who attend a summer remediation summer school may be promoted to the next grade.~~

~~■ All other grade levels:~~

~~Students who do not meet district criteria but who attend a summer remediation summer school and pass the final reading or math assessment (depending upon area of concern) may be promoted to the next grade. The passing score in summer school remediation reading is 60%. The passing score in summer school remediation math is 50%. Students enrolled in remediation summer school must attend classes every day summer school is in session with an attendance rate of at least 90%.~~



**PROMOTION/ACCELERATION/RETENTION (continued)**

- Special consideration may be given to some students who meet the retention criteria but it is determined that retention may not benefit the student.

**Identification of Students**

~~Beginning in June 2000,~~ If a student is identified as performing below the minimum standard for promotion, the student shall be retained in his/her current grade level unless the student's regular classroom teacher or, at the middle schools, the Student Study Team, determines in writing that retention is not the appropriate intervention for the student's academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for intervention other than retention that, in the opinion of the teacher, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

**Parent Notification**

When a student is identified as ~~being~~ at risk of retention, the Superintendent/ ~~or~~ designee shall notify the student's parent/guardian. ~~at the following times:~~

- ~~at the fall parent conference~~
- ~~on the report card at the end of each trimester~~
- ~~at the second parent conference~~

The ~~teacher's evaluation~~ **student's academic achievement** shall be provided and discussed with the ~~student's~~ parent/guardian and the principal before any final determination of retention or promotion. (Education Code 48070.5)

*(cf. 5145.6 – Parental Notifications)*

The Superintendent/designee shall also provide a copy of the district's promotion/ retention policy and administrative regulation to those parents/guardians who have been notified that ~~his/her~~ **their** child is at risk of retention.

**Appeals Process**

The ~~teacher's~~ decision to promote or retain a student may be appealed consistent with Board policy, administrative regulation and law.

The burden shall be on the appealing party to show why the ~~teacher's~~ decision should be overruled. (Education Code 48070.5)

**PROMOTION/ACCELERATION/RETENTION (continued)**

To appeal a ~~teacher's~~ decision, the appealing party shall submit a written request to the Superintendent/ ~~or~~-designee specifying the reasons why the ~~teacher's~~ decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion. The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent/ ~~or~~-designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent/ ~~or~~-designee may meet with the appealing party and the teacher. If the Superintendent/ ~~or~~-designee determines that the appealing party has overwhelmingly proven that the ~~teacher's~~ decision should be overruled, he/she shall overrule the ~~teacher's~~ decision.

The Superintendent/ ~~or~~-designee's determination may be appealed by submitting a written appeal to the Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board. The Board may also meet with the appealing party, the teacher and the Superintendent/designee to decide the appeal. The decision of the Board shall be final.

*(cf. 9321 – Closed Session Purposes and Agendas)*

*(cf. 9321.1 – Closed Session Actions and Reports)*

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections, which shall become part of the student's record.

*(cf. 1312 – Complaints Against the Schools)*

*(cf. 5125 – Student Records)*

*(cf. 5125.3 – Challenging Student Records)*

**Remedial Instruction**

~~With the parent/guardian's consent, the Superintendent or designee may require a student who has been recommended for retention or has been identified as being at risk of retention to participate in a supplemental instructional program. Such programs shall be offered during the summer, after school, and on Saturdays. Services shall not be provided during the regular instructional day if it would result in the student being removed from classroom instruction in the core curriculum. (Education Code 37252.5)~~

*(cf. 6177 – Summer School)*

**PROMOTION/ACCELERATION/RETENTION (continued)**

~~These services shall be provided to students in the following priority order: (Education Code 37252.5)~~

- ~~1. Students who have been recommended for retention or who have been identified as being at risk of retention pursuant to Education Code 48070.5.~~
- ~~2. Students who have been identified as having a deficiency in mathematics, reading or written expression based on the results of the tests administered under the STAR program or teacher recommendation.~~

~~This supplemental instruction program shall be developed in accordance with the requirements of Education Code.~~

Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**May 5, 2011**

**MINUTES**

President Pro Tem Judy Edwards called the regular meeting of the Board of Trustees to order at 6:01pm. **CALL TO ORDER**

The following board members were present:

**ROLL CALL**

Mrs. Judy Edwards	President
Mr. Ian Collins	President Pro Tem
Mrs. Christine Allcorn	Clerk
Sandra Crandall	Member
Jimmy Templin	Member

Mrs. Edwards noted an addendum to the agenda with the addition of item 7-Q and corrections to Items 7-L and 7-P on the Consent Calendar/Routine Items of Business: **AGENDA APPROVAL**

**7-L. E-RATE REVENUE HISTORY REPORT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the E-Rate Revenue History Report.

**7-P. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$2,380	11/1/10-6/30/11
Cornerstone Therapies	\$300	7/1/10-6/30/11
Cornerstone Therapies	\$8,270	4/7/11-6/30/12

**7-Q. PERSONNEL ITEMS: 2011-12 CALENDAR OF  
MODIFIED DAYS AND STAFF DEVELOPMENT  
DAYS AND SPORT TOURNAMENT DATES**

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2011-12 Calendar of Modified Days and Staff Development Days and the Sport Tournament Dates.

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

**Second:** Mr. Templin

**Vote:** 5-0

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

PUBLIC COMMENTS

Mr. Edwards 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.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*  
The board will meet in closed session to discuss the annual performance evaluation of the superintendent
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Mrs. Rosemary Eadie.
- Property Negotiations: *Government Code 54956.8*  
Real property negotiator Steve McMahon and legal counsel Andreas Chialtas will speak to the board about the negotiations concerning the properties at 9191 Pioneer and 10251 Yorktown Avenue, Huntington Beach, CA.

The public portion of the meeting resumed at 7:05pm.

Boy Scout Troop 455 led the Pledge of Allegiance.

PLEDGE OF

Mrs. Edwards announced that the Board was pleased to approve the appointments of Ms. Anne Silavs to the position of Assistant Superintendent, Curriculum and Instruction, Mrs. Cathie Abdel to the position of Executive Director, Personnel, and Dr. Julianne Hoefer to the position of Director, Assessment and Accountability. Mrs. Edwards welcomed these three educators to their new roles within the district.

**ALLEGIANCE  
CLOSED SESSION  
ANNOUNCEMENT**

**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 seven outstanding students from Courreges School including Dayanara and Dominike Lopez-Moreno (K), Natalie Medina-Howard (1<sup>st</sup>), Jason Edmondson (2<sup>nd</sup>), Dawson Ray (3<sup>rd</sup>), Meghan Powers (4<sup>th</sup>) and Jacob Richard (5<sup>th</sup>). Principal Joyce Buehler was joined by these students' families and the Courreges staff in celebrating the excellent work of these students.

**RECOGNITION OF  
STUDENTS FROM  
COURREGES 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 Courreges School, the Board joined Mrs. Buehler in recognizing and thanking Kazuto Augustus and Kim Bees for all that they have done for Courreges School this year.

**RECOGNITION OF  
PARENT VOLUNTEERS  
FROM COURREGES  
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 Plavan School including: Paige Sonderholzer (K), Tina Nguyen (1<sup>st</sup>), Julie Pak (2<sup>nd</sup>), Evan Sheeks (3<sup>rd</sup>), Shayla Nguyen (4<sup>th</sup>) and Kevin Chow (5<sup>th</sup>). Principal Julie Ballesteros joined these student's families and the Plavan staff in congratulating these students on a job well done.

**RECOGNITION OF  
STUDENTS FROM  
PLAVAN 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 Plavan School, the Board joined Mrs. Ballesteros in recognizing and thanking JoJo Caprini and Amy Sheeks for all that they have done for Plavan School this year.

**RECOGNITION OF  
PARENT VOLUNTEERS  
FROM PLAVAN SCHOOL**

**STAFF REPORTS AND NOTICES**

The Board of Trustees has received notification of the

**ANNOUNCEMENT OF**

upcoming Public Hearing on the Personnel Commission's proposed budget for 2011-12. The Public Hearing shall be held on May 26, 2011 at 6:00 pm. Public input will be welcomed.

**PUBLIC HEARING FOR  
PERSONNEL  
COMMISSION BUDGET**

**BOARD REPORTS AND COMMUNICATIONS**

Mrs. Crandall noted how wonderful it is to be able to recognize our students and parents and congratulated those recognized from Courreges and Plavan Schools on their honors this evening. She also welcomed the district's three new administrators to their positions, noting that these are all critical positions and that she is sure that senior management made excellent choices in their selections. She enjoyed the Mayor's Breakfast as well as the Fountain Valley Community Foundation meeting. She also attended the Summerfest Committee meeting. She enjoyed the Festival of the Arts and noted that the partnership between the District and the Fountain Valley High School has raised the bar for our performers. She attended the annual Talbert Pancake Breakfast and enjoyed Open House at both Oka and Newland. She attended the FVEF meeting as well as the Fountain Valley Educational Committee meeting and noted the success of last month's Student in Business Day. She also attended the HUC Advocacy Roundtable and noted what an outstanding job Dr. Ecker did on the panel. She also attended the OCSBA Annual Dinner meeting as well as the PAGE meeting featuring Ron Bennett.

**BOARD REPORTS AND  
COMMUNICATIONS**

Mr. Collins enjoyed the Talbert Pancake Breakfast as well as the Mayor's Breakfast. He also enjoyed the Festival of the Arts and attended the Chamber Luncheon, noting the increased interest in the community. He enjoyed Open House at Gisler School and attended both the ACE and SPC meetings. And he participated in the Children's Needs Task Force meetings and was pleased to note that two Talbert students will be recognized by the Task Force for their content in character. He was also pleased to note the apparent generosity and caring nature of the community as seen through the support of a recent garage sale held by Nicola Weiss to raise money for a Courreges student diagnosed with cancer. He noted the willingness of local businesses and residents to lend support through their donations and noted how proud he was of these parents to respond to the need of a child in our community.

Mrs. Allcorn enjoyed the Talbert 5<sup>th</sup> grade orientation and was impressed by the full house that showed up. She noted that the staff was all present and the message of character counts was well communicated in addition to the expectations for 6<sup>th</sup> graders. She also attended the 5<sup>th</sup> grade orientation at Fulton and noted that it was a great night with the cheerleaders and a scavenger hunt. She noted that there are many good things going on at our middle schools.

Mr. Templin congratulated our three new administrators, noting that he is looking forward to working with each of them. He enjoyed Open House at Courreges and Moiola. He also attended the ACE meeting as well as the OCSBA Annual Dinner. He enjoyed the Monster Concert and was pleased to see that the district website continues to be updated with reports from the meetings of the School Closure and Boundaries Committee. He noted his hope that this information is being brought back to the schools and their PTA/Os via their ACE representatives. He also attended the Outstanding Service Award Committee meeting.

Mrs. Edwards enjoyed Open House at Cox and Plavan and noted that many wonderful things are going on at the sites. She also attended the Chamber Luncheon where they were shown the plan of the new Hyundai facility.

## **PUBLIC COMMENTS**

There were no requests to address the board.

## **PUBLIC COMMENTS**

## **LEGISLATIVE SESSION**

**Motion:** Mrs. Allcorn moved to adopt Resolution 2011-29:  
In Recognition of Fountain Valley School  
District's Public Education Professionals.

**Second:** Mr. Collins

Mrs. Edwards noted that the board is always proud of those that work for the district and although we do not always express our appreciation, all of our staff contributes to the mission of teaching and learning. She noted her hope that each employee knows how important they are to the district and to the board as demonstrated by this resolution.

**RESOLUTION 2011-29: IN RECOGNITION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S PUBLIC EDUCATION PROFESSIONALS**



Vote: 5-0

Mrs. Crandall requested that item 7-O Resolution 2011-33: Resolution in Support of California's May 9-13 Week of Action be pulled for separate vote.

CONSENT  
CALENDAR/  
ROUTINE ITEMS OF  
BUSINESS

**Motion:** Mr. Collins moved to approve the Consent Calendar/Routine Items of Business with the exception of item 7-O.

Second: Mrs. Allcorn

Mrs. Allcorn noted that the Consent Calendar does include so many resolutions for so many important people that all make the district work. And although they have been placed under Consent, each group honored is important and deserves special recognition.

Mr. Collins agreed.

Vote: 5-0

**Motion:** Mrs. Allcorn moved to approve item 7-O: Resolution 2011-33: Resolution in Support of California's May 9-13 Week of Action.

Second: Mr. Collins

Mrs. Crandall noted that at the March 10<sup>th</sup> board meeting when a similar resolution was brought to the board she voted against it. Consistent with her thought process, she noted her problem with some of the language in the first two "whereas" in this resolution and explained that she would be voting against it for the same reasons. She also noted that that during California's Week of Action, she will be very active chatting with our legislators regarding upholding Proposition 98 and the mandates handed down. She will also urge them to ease the regulations so that businesses in the state do not leave. She noted that an increased number of businesses in the State generates greater income for the State and therefore greater funding for districts. She explained that despite voting against this resolution, the constituents can count on her to be an active participant.

Vote: 4-1 (Crandall)

The Consent Calendar included:

- Board Meeting Minutes from April 7<sup>th</sup> regular meeting

- Personnel Items
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers
- Adoption of Resolution 2011-30: In Celebration of May 11, 2011 as California's Day of the Teacher and May 2-6, 2011 as Teacher Appreciation Week
- Adoption of Resolution 2011-31: Fountain Valley School District's Classified Employee Week: May 15-21, 2011
- Adoption of Resolution 2011-32: Resolution of Appreciation to our School Nurses on National School Nurse Day, May 11, 2011
- Approval of Proclamation of Appreciation to our Speech/Language Pathologists During May 2011: Better Speech and Hearing Month
- Approval of Local Education Agency (LEA) Plan for July 1, 2010 through June 30, 2015
- Approval of E-Rate Revenue History Report
- Approval of Single Plans for Student Achievement
- Approval of Report from District English Language Acquisition Committee (DELAC) to Board of Trustees
- Adoption of Resolution 2011-33: Resolution in Support of California's May 9-13 Week of Action
- Non-Public Agency Contracts
 

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$2,380	11/1/10-6/30/11
Cornerstone Therapies	\$300	7/1/10-6/30/11
Cornerstone Therapies	\$8,270	4/7/11-6/30/11
- Approval of Personnel Items: 2011-12 Calendar of Modified Days and Staff Development Days and Sport Tournament Dates

## NEW ITEMS OF BUSINESS

- Mrs. Edwards      Welcomed the new administrators to their roles and noted the wonderful addition that they will make to the district.
- Dr. Ecker            Joined Mrs. Edwards in welcoming Ms. Silavs, Mrs. Abdel and Dr. Hofer to their new roles effective July 1<sup>st</sup>. He noted that he could not be more thrilled and thanked the Board for approving the reorganization.
- Dr. Ecker            Thanked Martin Headland-Wauson for bringing

this evening's resolution to the Board and for his great idea of this resolution in support of and a boost for our public employees.

Dr. Ecker           Noted Tuesday's Rotary Teacher of the Year Recognition at the District Office and thanked Rotary for their sponsorship of this event.

Dr. Ecker           Thanked Mrs. Crandall for her comments on the Action Week and noted that State Superintendent Torlakson called for this week in response to the current fiscal emergency surrounding public education and the need to raise awareness throughout the State.

Dr. Ecker           Thanked the Board for their recognition of our public employees.

#### **ADJOURNMENT**

**Motion:**       Mrs. Collins moved to adjourn the meeting at 8:33pm.

**Second:**       Mrs. Crandall

**Vote:**           Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**PERSONNEL ITEMS FOR APPROVAL**  
**June 9, 2011**

**1.0 EMPLOYMENT FUNCTIONS:**

**1.1 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	O'Rourke, Paige	Teacher	Courreges	Maternity	05/09/2011
1.1.2	Breiter, Julie	Teacher	Gisler	Maternity	05/12/2011
1.1.3	Eskes, Dawn	Teacher	Gisler	Tragedy PN	05/27/2011

**1.2 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE START AND END DATE, AND HOLIDAY CALENDARS FOR 2011- 2012 SCHOOL YEAR (see attachments).**

**2.0 EMPLOYMENT FUNCTIONS:**

**2.1 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF LEAVE OF ABSENCE FOR THE FOLLOWING CLASSIFIED EMPLOYEES:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Holmes, Karen	IA SH/PH	Newland	Medical	06/01/2011
2.1.2	Fryar, Trish	IA SH/PH	Plavan	Medical	06/16/2011
2.1.4	Layman-Hughes, Mechele	ESP Aide	Gisler	Medical	05/20/2011

**2.2 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE TRANSFER OF CLASSIFIED EMPLOYEE, TINA PADE, FROM IA SH/PH AT TALBERT SCHOOL TO IA SH/PH AT OKA SCHOOL, EFFECTIVE 04/26/2011.**

**2.3 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE RETIREMENT FOR THE FOLLOWING CLASSIFIED EMPLOYEES:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>RETIREMENT EFFECTIVE DATE</u>
2.3.1	Barker, Dorothy	ESP Aide	Tamura	06/16/2011
2.3.2	Maclean, Patricia	ESP Aide	Tamura	06/16/2011
2.3.3	Arand, Marilyn	IA	Courreges	06/16/2011

**2.4 DEPUTY SUPEINTENDENT REQUESTS APPROVAL OF PLACEMENT ON THE MANAGEMENT SALARY SCHEDULE AT RANGE 12 FOR THE CLASSIFICATION OF INFORMATION TECHNOLOGY SUPERVISOR.**

**2.5 DEPUTY SUPEINTENDENT REQUESTS APPROVAL OF PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE AT RANGE 35(FROM 32) FOR THE CLASSIFICATION OF RECREATION COORDINATOR .**

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
-------------	------------------	-----------------	-------------	---------------	--------------

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**CLASSIFIED EMPLOYEES' HOLIDAY CALENDAR**  
**2011-2012 SCHOOL YEAR**

<b><u>HOLIDAY</u></b>	<b><u>DATE</u></b>	<b><u>DAY</u></b>
INDEPENDENCE DAY	July 4	Monday
ADMISSION DAY	August 22	Monday
LABOR DAY	September 5	Monday
VETERANS DAY	November 11	Friday
THANKSGIVING DAY	November 24	Thursday
BOARD APPROVED HOLIDAY	November 25	Friday
WINTER RECESS	December 19 - January 2	
BOARD APPROVED HOLIDAY	December 23	Friday
CHRISTMAS DAY	December 26	Monday
BOARD APPROVED HOLIDAY	December 30	Friday
NEW YEAR'S DAY HOLIDAY	January 2	Monday
MARTIN LUTHER KING DAY	January 16	Monday
PRESIDENTS' DAY	February 20	Monday
LINCOLN'S BIRTHDAY	February 21	Tuesday
SPRING RECESS	April 9 – April 13	
BOARD APPROVED HOLIDAY	April 13	Friday
MEMORIAL DAY	May 28	Monday

*Board Approved:* \_\_\_\_\_

# FOUNTAIN VALLEY SCHOOL DISTRICT

## 2011–2012 CALENDAR

### **START AND END DATES FOR:**

PRINCIPALS, ASST. PRINCIPALS  
COORDINATORS, AUTIST SPECIALISTS  
(205 DAYS)

AUGUST 3, 2011 TO JUNE 29, 2012

*Furlough Days:* 02/22/2012; 2/23/2012; 2/24/2012; 4/06/2012; 06/21/2012

PSYCHOLOGISTS  
(187 DAYS)

AUGUST 25, 2011 TO JUNE 26, 2012

*Furlough Days:* 2/22/12; 2/23/2012; 2/24/2012; 4/06/2012; 06/21/2012

DIRECTORS, SUPERVISORS,  
CONFIDENTIALS

JULY 1, 2011 TO JUNE 30, 2012

*Furlough Days:* 2/22/12; 2/23/2012; 2/24/2012; 4/06/2012; 06/21/2012

12 MONTH CLASSIFIED

JULY 1, 2011 TO JUNE 30, 2012

*Furlough Days:* 2/22/12; 2/23/2012; 2/24/2012; 4/06/2012; 06/21/2012

195 DAY CLASSIFIED

AUGUST 18, 2011 TO JUNE 27, 2012

*Furlough Days:* 2/22/12; 2/23/2012; 2/24/2012; 4/06/2012; 06/21/2012

175 DAY CLASSIFIED

SEPTEMBER 7, 2011 TO JUNE 20, 2012

*Furlough Days:* 2/22/12; 2/23/2012; 2/24/2012; 4/06/2012; 04/09/2012

**NOTE 1:** All 195 day Classified Employees will return on 8/18/2011, but the public calendar states that offices will be open on 8/23/2011.

**NOTE 2:** Middle School Principals will work an additional 5 days.

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

June 9, 2011

<b>INSTRUCTION</b>
--------------------

**3.0     APPROVAL OF ADDITIONAL DUTY REQUEST(S)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	See attached list for employee names (All ESP locations)	Classroom set up for the following school year	Regular hourly rate, not to exceed 8 hours each	12-001-6598-2115	8-29-11 through 8-31-11
3.2	BONIFAY, Rena HOANG, Ahn NAILE, Barbara RAMIREZ, Connie (State Preschools)	Classroom set up for the following school year	Regular hourly rate, not to exceed 8 hours each	12-001-6198-2115	8-29-11 through 8-31-11
3.3	ATKINS, Kerie (Newland CDC)	Classroom set up for the following school year	Regular hourly rate, not to exceed 8 hours	12-001-6598-2115	8-29-11 through 8-31-11
3.4	BARBER, Roxane BARNES, Kristen BERGER, Darlene COOPER, Kim DUARTE, Leticia LUU, Courtney RUSSO, Donna STAFFORD, Caryn (Oka CDC)	Classroom set up for the following school year	Regular hourly rate, not to exceed 8 hours	12-001-6498-2115	8-29-11 through 8-31-11
3.5	VALONE, Janice (Child Care Programs)	To prepare for the following school year	Regular hourly rate, not to exceed 5 days TBD	12-001-6098-2115	July and/or August, 2011
3.6	BRIGNARDELLO, Leo (Fulton)	Track and Field sports coach	\$250 stipend, plus benefits (per sport)	01-023-2989-1115	2010-11 school year
3.7	HOLMAN, Mark (Fulton)	Track and Field sports coach	\$250 stipend, plus benefits (per sport)	01-023-2989-1115	2010-11 school year
3.8	JOHNSON, Jannette (Fulton)	Track and Field sports coach	\$250 stipend, plus benefits (per sport)	01-023-2989-1115	2010-11 school year

**4.0     INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	CSM, Inc. (Cat./Tech.)	Consultant specializing in E-Rate to assist in preparation and tracking of documents that enable a 46% discount on telecommunications	\$10,800 per year	01-210-9076-5813	7-1-11 through 6-30-13



**4.0     INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS (continued)**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.2	Document Tracking Services (Cat./Tech.)	All school sites - Assist in preparation and posting of annual School Accountability Report Cards	\$3,540.00	01-209-9078-5899	6/10/11 through 6/30/12

FOUNTAIN VALLEY SCHOOL DISTRICT  
REQUEST FOR ADDITIONAL DUTY ASSIGNMENT

(Please submit this form to the appropriate Deputy Superintendent for approval).

Name(s): Debbie Hopkins, Ellen Phun, Sandy Loving, Lori Loustaunau, Carol Cheek, Jan Kiesel, Dee Wisrock, Sara Wagoner, Bev Godshall, Harmony Folger, June Williams, Miranda Baker, Melissa Cortez, Marie Taylor, Carolyn Lamm, Karen Rivera, Sue Gonzales, Sharon Bradford, Cathy Calvert, Ana Marie Johnson, Corrine Franzoy, Carol Benedict, Darlean Arellano, Maria Duenas, Susan Mahdavi, Carla Gustafson, Shari Ramos, Harmony Folger, Connie Ramirez, Erin Knox, Janet Bremmer, Julie Banagas, Nicole Reagan, Tiffany Covington, Julie Anderson, Christine Fogarty, Lydia Rodriguez, Vanessa Larios, Chitsaya Winmaw, Kathy Locken, Joy Grabarkewitz, Kira Burns, Carissa Sanchez, Karen Kohatsu, Natalie Velez, Sandy Jones, Julie Espinoza

Location: All ESP Locations

Date(s): August 29, 30 or 31, They may choose one day during this time period for a total of 8 hours

Rate: varies

Purpose: Classroom set up

Budget Number: 12001 6598 2115

Submitted by: Mona Green  
(Name)

Approved: \_\_\_\_\_  
Deputy Superintendent

Director  
(Title)

May 31, 2011  
Date

Child Care Programs  
(School/Dept.)

BOARD APPROVAL DATE: 6-9-2011

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.

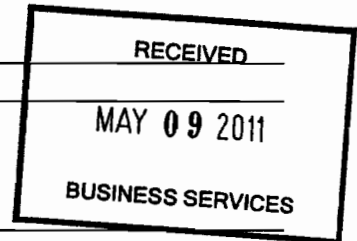
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Cynthia Smith

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.)  
\$151.91

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: 0101429894310 (see below)

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

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 4/29/11  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/9/11  
Date

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

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

BOARD APPROVAL DATE: 6/9/11

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.

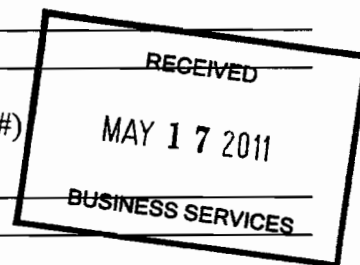
SCHOOL RECEIVING DONATION: Fulton

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.)  
\$ 2,246.00

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: 01029000 -8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989:  
1115 - \$2000; 3601 - \$37.60; 3313 - \$29.00; 3101 - \$165.00; 3501 - \$14.40

INTENDED USE: (State how this will be used ) Activities Director & 8<sup>th</sup> Gr Coordinator 2010-2011  
Stipend/Benefits

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/13/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/17/11  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Director, Technology/Media Date

BOARD APPROVAL DATE: 6/6/11

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.

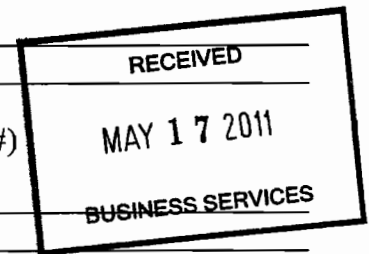
SCHOOL RECEIVING DONATION: Fulton

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.)  
\$132.00

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 - \$132.00

INTENDED USE: (State how this will be used ) 8<sup>th</sup> gr. PEAP awards

REVIEWED:


  
Principal/Department Head

APPROVED/DISAPPROVED:

5/12/11

Date

REVIEWED:

  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/17/11

Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

BOARD APPROVAL DATE:

6/9/11

Date

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton 8<sup>th</sup> grade (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.)  
\$2836.00

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

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

RECEIVED

MAY 18 2011

BUSINESS SERVICES

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

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-5811 - \$2,836.00

INTENDED USE: (State how this will be used ) 8<sup>th</sup> Grade Catalina Bus Charges

REVIEWED:

*C. Christ*

APPROVED/DISAPPROVED:

5/18/11

Date

REVIEWED:

*[Signature]*  
Principal/Department Head  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/19/11

Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

6/9/11

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.

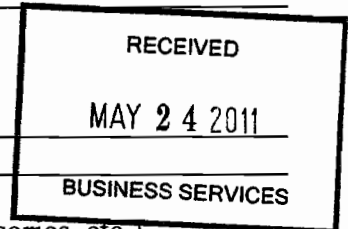
SCHOOL RECEIVING DONATION: Fulton

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.)  
\$1482.00

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 (see below)  
1113 - \$1,320.40; 3101 - \$108.94; 3313 - \$17.26; 3501 - \$9.29; 3601 - \$24.81; 3353 - \$1.30

INTENDED USE: (State how this will be used ) Before/After School Programs

REVIEWED: Ce. Christ APPROVED/DISAPPROVED: 5/19/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/24/11  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Director, Technology/Media Date

BOARD APPROVAL DATE: 6/7/11

DONATION ACCEPTANCE FORM

All donations to the district must be officially accepted by the Fountain Valley 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 650, Donations to School District.

SCHOOL RECEIVING DONATION: Robert Gisler ElementaryNAME OF DONOR: Gisler Students/Parents, Spring 2011 Book Fair

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

92 new and gently used, hard and soft cover books

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

\$9.20 for labels, tape and ink

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

RECEIVED

MAY 10, 2011

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

INTENDED USE: Circulation in the Gisler school library

COMMENTS (Rationale for disapproval):

APPROVED/DISAPPROVED 5.9.11  
DATEAPPROVED/DISAPPROVED 5/10/11  
DATEAPPROVED/DISAPPROVED 5/10/11  
DATEBOARD APPROVAL 6/9/11  
DATEREVIEWED [Signature]  
Principal/Department HeadREVIEWED [Signature]  
Assistant Superintendent  
Business/AdministrationREVIEWED [Signature]  
Director, Technology/MediaMelanie Fassnacht,  
Gisler LMT [Signature]



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: 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 \$123.27 (check #2691) and \$240.77 (check #2692)

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

MAY 18 2011

BUSINESS SERVICES

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 additional duty for the after school yearbook club and the Lunar New Year Festival.

REVIEWED: 

Principal/Department Head

APPROVED/DISAPPROVED: 

5-16-11

Date

REVIEWED: 

Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 

5/19/11

Date

REVIEWED: \_\_\_\_\_

Director, Technology/Media

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

Date

BOARD APPROVAL DATE: 6/9/11

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: Fred Moiola School

NAME OF DONOR: Wells Fargo Community Support Campaign

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 \$20.00 from an employee during the Giving Campaign.**

**Check #856732**

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

MAY 18 2011

BUSINESS SERVICES

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:

CWC Bains  
Principal/Department Head

APPROVED/DISAPPROVED:

5/16/11

Date

REVIEWED:

[Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/19/11

Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

6/8/11

**DONATION ACCEPTANCE FORM**

All donations to the district must be officially accepted by the Fountain Valley 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 you for a school, the following information is requested on this form. Use of the form shall be presented to Business Services or Technology/Media for approval in accordance with Board Policy 650, Donations to School.

SCHOOL RECEIVING DONATION: Isojiro Oka ElemNAME OF DONOR: Oka P.T.O.

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

\$500.00

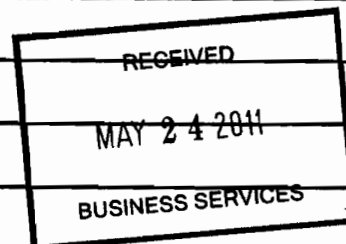
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

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

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

Processing fees and bar codes pr.INTENDED USE: Books for Oka Library

COMMENTS (Rationale for disapproval):

APPROVED/DISAPPROVED 5/20/2011  
DATEAPPROVED/DISAPPROVED 5/24/11  
DATEAPPROVED/DISAPPROVED 6/23/11  
DATEBOARD APPROVAL 6/7/11  
DATEREVIEWED Brandi Loydi  
Principal/Department HeadREVIEWED [Signature]  
Assistant Superintendent  
Business/AdministrationREVIEWED [Signature]  
Director, Technology/Media

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 Elementary

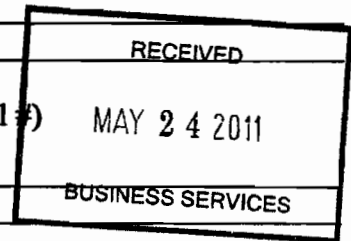
NAME OF DONOR: Plavan PTO

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 check #6748 in the amount of \$301.92

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) To Cover negative balance for supplies for teacher accounts

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED:

5-20-2011

Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/24/11

Date

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

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

6/7/11

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.)  
\$2020.

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

MAY 24 2011

BUSINESS SERVICES

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

REVENUE ACCT: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used ) \$1400 to 0101438891114  
\$500 to 0101438891113  
\$120 to Benefits

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED:

5/20/11  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/24/11  
Date

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

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE: 6/1/11

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.)

\$1000.

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

MAY 24 2011

BUSINESS SERVICES

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

N/A

REVENUE ACCT: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0101438891113 and benefit accounts 2113 (\$449.47)

INTENDED USE: (State how this will be used) Additional duty for teachers covering before/after school clubs

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: [Signature]

5/20/11  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: [Signature]

5/24/11  
Date

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

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

\_\_\_\_\_  
Date

BOARD APPROVAL DATE: 6/7/11

## FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON

FROM: DEDRA NORMAN

SUBJECT: WARRANT LISTING      BOARD MEETING – JUNE 9, 2011

DATES      4/29/11 – 5/31/11

WARRANT NUMBERS      54753 - 55157

01 GENERAL	\$	367,450.48
12 CHILD DEVELOPMENT	\$	20,325.34
13 CAFETERIA	\$	50,081.51
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	125.00
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	2,376.69
68 WORKERS COMPENSATION	\$	54,701.69
69 INSURANCE	\$	395,723.49
TOTAL	\$	<b>890,784.20</b>





**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4197	SIMPLEXGRINELL	906.08	906.08	012869390 5899	Maintenance / Other Operating Expenses
E20M4208	GRAINGER INC.	2,533.77	2,533.77	012869390 5899	Maintenance / Other Operating Expenses
E20M4269	SOUTHERN COUNTIES OIL	766.96	383.48	012869390 4360	Maintenance / Fuel
			383.48	012919395 4360	Special Ed. Transportation / Fuel
E20M4270	CITY OF FOUNTAIN VALLEY	250.00	250.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
E20M4271	STAPLES	27.48	27.48	012869390 4325	Maintenance / Office Supplies
E20M4272	ARIEL SUPPLY COMPUTER & BUSINE	466.33	466.33	012869390 4325	Maintenance / Office Supplies
E20M4273	UNIVERSAL FLOORING	4,192.00	4,192.00	019509380 4347	STAR Building DO - Operations / Repair & Upkeep of
E20M4274	PRO PACIFIC BEE REMOVAL	450.00	450.00	012869390 5899	Maintenance / Other Operating Expenses
E20M4275	COMMERCIAL LANDSCAPE SUPPLY IN	320.00	320.00	012899390 4343	Gardening / Gardening Supplies
E20M4280	PRIEST CONSTRUCTION SERVICES I	12,000.00	3,000.00	012869390 6222	Maintenance / Inspection Svcs Bldg Improve
			4,000.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
			5,000.00	012869390 6230	Maintenance / Abatement - Category #1
E20M4297	COOK EQUIPMENT CO - ORANGE	4,000.00	4,000.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
E20M4299	AMERICAN VISUAL DISPLAY PRODUC	475.24	475.24	012869390 5899	Maintenance / Other Operating Expenses
E20M4300	HILLYARD / LOS ANGELES	120.00	120.00	012889390 4340	Custodial / Custodial Supplies
E20M4303	BEACH WIRE & CABLE INC.	300.00	300.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4304	GRAINGER INC.	100.00	100.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
E20M4305	PRO PACIFIC BEE REMOVAL	200.00	200.00	012869390 5899	Maintenance / Other Operating Expenses
E20M4306	RIKON POWER TOOLS INC	15.00	15.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4307	TURF STAR INC.	600.00	600.00	012899390 4343	Gardening / Gardening Supplies
E20M4308	RUSCO INC.	250.00	250.00	012869390 5899	Maintenance / Other Operating Expenses
E20M4309	EBERHARD EQUIPMENT	200.00	200.00	012899390 4343	Gardening / Gardening Supplies
E20M4310	ORCHARD SUPPLY	63.60	63.60	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4311	MARKS PLUMBING PARTS AND COMME	200.00	200.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4312	HB DIGITAL ARTS & BLUEPRINT IN	1,000.00	1,000.00	012869390 4330	Maintenance / Printing/Xerox Supplies
E20M4313	TIME AND ALARM SYSTEMS INC.	50.00	50.00	012869390 4322	Maintenance / Testing Supplies
E20M4314	FLAIL MASTER	900.00	900.00	012899390 4343	Gardening / Gardening Supplies
E20M4315	WAXIE	100.00	100.00	012889390 4340	Custodial / Custodial Supplies
E20M4316	COMPONENTS CENTER	550.00	550.00	012869390 4322	Maintenance / Testing Supplies
E20M4317	WAXIE	60.00	60.00	012889390 4340	Custodial / Custodial Supplies
E20M4318	EBERHARD EQUIPMENT	580.00	580.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
E20M4319	LAB SAFETY SUPPLY INC.	100.00	100.00	012899390 4343	Gardening / Gardening Supplies
E20M4320	PARKHOUSE TIRE INC.	350.00	350.00	012899390 4343	Gardening / Gardening Supplies
E20M4321	ROBERT SKEELS & COMPANY	1,800.00	1,800.00	012869390 6299	Maintenance / Other Building & Improvement
E20M4322	TRUCPARCO	425.00	240.00 185.00	012919395 4345 012919395 4347	Special Ed. Transportation / Maintenance Supplies Special Ed. Transportation / Repair & Upkeep of
E20M4323	LAB SAFETY SUPPLY INC.	50.00	50.00	012899390 4343	Gardening / Gardening Supplies
E20M4324	TURF STAR INC.	150.00	150.00	012899390 4343	Gardening / Gardening Supplies
E20M4325	PARKHOUSE TIRE INC.	125.00	125.00	012899390 4343	Gardening / Gardening Supplies
E20M4351	STANLEY SUPPLY & SERVICES	640.00	640.00	012869390 4345	Maintenance / Maintenance Supplies
E20M4352	GRAINGER INC.	220.00	220.00	012869390 4345	Maintenance / Maintenance Supplies
E20M4354	TIME AND ALARM SYSTEMS INC.	120.00	120.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20R1235	DELL COMPUTERS	542.66	542.66	011534075 4410	Cotsen Family Foundation-Plava / Fixed Assets
E20R1236	FOLLETT EDUCATIONAL SERVICES	325.86	325.86	012129078 4110	Lottery Instructional Material / Basic Textbooks
E20R1237	SCHOOL SPECIALTY	474.56	474.56	011533175 4310	Cotsen Family Foundation-Gisle / Instructional Supplies
E20R1238	BEST OF THE BEST PARTY RENTALS	3,000.00	3,000.00	010149380 4310	Promotion Activities / Instructional Supplies
E20R1239	BARNES AND NOBLE	127.15	127.15	011531076 4310	Cotsen Alumni Grant - Tamura / Instructional Supplies
E20R1240	STAPLES	117.56	117.56	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R1241	LAKESHORE LEARNING MATERIALS	132.87	132.87	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1242	PCI-EDUCATIONAL PUB.	103.21	103.21	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
E20R1243	HARCOURT OUTLINES INC.	124.02	124.02	010013587 4310	Other Donations - Moiola / Instructional Supplies
E20R1244	CDWG	164.89	164.89	012819771 4325	Personnel Commission / Office Supplies
E20R1245	LAKESHORE LEARNING MATERIALS	72.59	72.59	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1246	LAKESHORE LEARNING MATERIALS	25.00	25.00	010013289 4310	Donations - Cox / Instructional Supplies
E20R1247	STAPLES	41.05	41.05	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1248	HOUGHTON MIFFLIN HARCOURT	1,846.80	1,846.80	010113255 4310	Title I - Cox / Instructional Supplies
E20R1249	HOLT MCDUGAL	55,811.90	55,811.90	010113255 4310	Title I - Cox / Instructional Supplies
E20R1250	ARIEL SUPPLY COMPUTER & BUSINE	140.29	140.29	012719275 4325	Curriculum/Instruction Office / Office Supplies
E20R1251	ORANGE COUNTY REGISTER	158.34	158.34	012849380 4325	Fiscal Services / Office Supplies
E20R1252	HOUGHTON MIFFLIN HARCOURT	6,066.78	6,066.78	012129078 4110	Lottery Instructional Material / Basic Textbooks
E20R1253	ORIENTAL TRADING COMPANY	541.03	541.03	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
E20R1255	STAPLES	158.23	158.23	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R1256	ART STUDIO, THE	10,000.00	10,000.00	011699275 5813	Art Camp / Consultant
E20R1257	CERTIFIED TRANSPORTATION BUS C	889.00	889.00	010013588 5811	ASB Donations Instr - Moiola / Transportation Outside
E20R1258	REALLY GOOD STUFF	625.74	625.74	011533275 4310	Cotsen Family Foundation-Cox / Instructional Supplies
E20R1259	LAKESHORE LEARNING MATERIALS	67.00	67.00	011531676 4310	Cotsen Alumni Grant - Newland / Instructional Supplies
E20R1260	LAKESHORE LEARNING MATERIALS	67.00	67.00	011531676 4310	Cotsen Alumni Grant - Newland / Instructional Supplies
E20R1261	STAPLES	85.80	85.80	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1262	BARNES AND NOBLE	134.00	134.00	011531676 4310	Cotsen Alumni Grant - Newland / Instructional Supplies
E20R1263	LAKESHORE LEARNING MATERIALS	27.00	27.00	011531676 4310	Cotsen Alumni Grant - Newland / Instructional Supplies
E20R1264	REALLY GOOD STUFF	259.62	259.62	011533275 4310	Cotsen Family Foundation-Cox / Instructional Supplies
E20R1265	EISS/ORANGE COUNTY DEPARTMENT	40.00	40.00	011531676 5210	Cotsen Alumni Grant - Newland / Travel, Conference,

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<b><u>PO NUMBER</u></b>	<b><u>VENDOR</u></b>	<b><u>PO TOTAL</u></b>	<b><u>ACCOUNT AMOUNT</u></b>	<b><u>ACCOUNT NUMBER</u></b>	<b><u>PSEUDO / OBJECT DESCRIPTION</u></b>
E20R1266	U.S. SCHOOL SUPPLY	208.42	208.42	010013587 4310	Other Donations - Moiola / Instructional Supplies
E20R1267	WRIST-BAND COM	253.74	253.74	015463560 4310	Positive Behavioral Inter-Moio / Instructional Supplies
E20R1268	ACSA XVII	55.00	55.00	012719165 5210	Superintendent / Travel, Conference, Workshop
E20R1269	EDUCATION WEEK	79.94	79.94	012719165 4325	Superintendent / Office Supplies
E20R1270	OCSBA	175.00	35.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			140.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
E20R1271	OCSBA	20.00	20.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
E20R1272	SOUTHWEST SCHOOL AND OFFICE SU	950.00	950.00	010123535 4310	Pacific Life Grant - Moiola / Instructional Supplies
E20R1273	CDWG	167.40	167.40	015779860 4315	ARRA SpEd Fed Prsch Local-Inst / Media/Library Supplies
E20R1274	SCHOOL SPECIALTY	613.05	613.05	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R1275	SAMS CLUB	35.00	35.00	012719385 5390	Purchasing / Dues and Membership Non Taxabl
E20R1276	SNA	95.00	95.00	133207380 5390	Cafeteria Fund / Dues and Membership Non Taxabl
E20R1277	ARIEL SUPPLY COMPUTER & BUSINE	267.31	267.31	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
E20R1279	SCANTRON	227.17	227.17	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1280	STAPLES	108.75	108.75	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1281	LAKESHORE LEARNING MATERIALS	41.60	41.60	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1282	LUNCHBYTE SYSTEMS INC.	220.00	220.00	133207380 4790	Cafeteria Fund / Food Servies Supplies
E20R1283	CHEFS' TOYS	1,000.00	1,000.00	133207380 4790	Cafeteria Fund / Food Servies Supplies
E20R1284	CONSTRUCTIVE PLAYTHINGS	543.75	543.75	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R1285	MAGENTA COMPUTER CENTER	626.40	626.40	120016198 4410	State Preschool Instructional / Fixed Assets
E20R1286	LAKESHORE LEARNING MATERIALS	75.00	75.00	011534075 4310	Cotsen Family Foundation-Plava / Instructional Supplies
E20R1287	ACORN MEDIA	32.52	32.52	012109078 4320	Tech/Media Office Operation / Computer Supplies
E20R1288	BARNES AND NOBLE	64.00	64.00	011534075 4310	Cotsen Family Foundation-Plava / Instructional Supplies
E20R1289	TARGET STORES	135.00	135.00	011534075 4310	Cotsen Family Foundation-Plava / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<b><u>PO NUMBER</u></b>	<b><u>VENDOR</u></b>	<b><u>PO TOTAL</u></b>	<b><u>ACCOUNT AMOUNT</u></b>	<b><u>ACCOUNT NUMBER</u></b>	<b><u>PSEUDO / OBJECT DESCRIPTION</u></b>
E20R1290	BARNES AND NOBLE	100.00	100.00	011534075 4310	Cotsen Family Foundation-Plava / Instructional Supplies
E20R1291	SUBWAY	1,500.00	1,500.00	133207380 4710	Cafeteria Fund / FOOD
E20R1292	STAPLES	57.40	57.40	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R1293	NASCO WEST INC	110.17	110.17	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R1294	SCHOLASTIC BOOK ORDERS	391.50	391.50	010014787 4310	Other Donations - Courreges / Instructional Supplies
E20R1295	BARNES AND NOBLE	444.70	444.70	010014787 4310	Other Donations - Courreges / Instructional Supplies
E20R1296	LAKESHORE LEARNING MATERIALS	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R1297	SOUTHWEST SCHOOL AND OFFICE SU	600.00	600.00	010014089 4310	Donations - Plavan / Instructional Supplies
E20R1298	LAKESHORE LEARNING MATERIALS	64.74	64.74	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R1299	EDUCATIONAL DATA SYSTEMS	45.00	45.00	010308055 5712	EIA-Instruction / Direct Cost - Postage
E20R1300	STAPLES	43.50	43.50	120336098 4325	Extended School Administration / Office Supplies
E20R1301	OFFICE DEPOT	74.62	74.62	012719165 4325	Superintendent / Office Supplies
E20R1302	AWARDS & TROPHIES	219.24	219.24	012719165 4325	Superintendent / Office Supplies
E20R1303	THE UPS STORE	252.19	252.19	012289961 5870	MAA - Administration / Outside Printing
E20R1304	NASCO WEST INC	654.07	654.07	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
E20R1305	TOYS R US	108.75	108.75	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R1306	WHAT A LOT OF PIZZA	108.75	108.75	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
E20R1307	LAKESHORE LEARNING MATERIALS	330.00	330.00	012579960 4310	Fountain Valley Preschool-Adm / Instructional Supplies
E20R1308	TARGET STORES	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
E20R1309	TOYS R US	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
E20R1310	LAKESHORE LEARNING MATERIALS	108.75	108.75	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
E20R1311	STAPLES	108.75	108.75	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
E20R1312	DELUXE BUSINESS CHECKS & SOLUT	138.80	138.80	012849380 4325	Fiscal Services / Office Supplies
E20R1314	STAPLES	42.50	42.50	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R1315	LAKESHORE LEARNING MATERIALS	300.00	300.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1316	MIND RESEARCH INSTITUTE	108.75	108.75	010113255 5210	Title I - Cox / Travel, Conference, Workshop
E20R1317	LAKESHORE LEARNING MATERIALS	27.19	27.19	010013289 4310	Donations - Cox / Instructional Supplies
E20R1318	VAZQUEZ, GUADALUPE	652.50	652.50	010113255 5813	Title I - Cox / Consultant
E20R1319	AGUILAR, SANDRA	652.50	652.50	010113255 5813	Title I - Cox / Consultant
E20R1320	ROMAN, CECILIA	400.00	400.00	010113255 5813	Title I - Cox / Consultant
E20R1321	ARIEL SUPPLY COMPUTER & BUSINE	173.89	173.89	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
E20R1322	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R1323	ADAMS & ASSOCIATES, TIMOTHY A.	15,000.00	15,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
E20R1324	TARGET STORES	1,200.00	1,200.00	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
E20R1325	STAPLES	330.00	330.00	012731010 4327	Health Supplies - Tamura / Health Supplies
E20R1327	SAMS CLUB	1,305.00	1,305.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
E20R1328	CONSTRUCTIVE PLAYTHINGS	163.13	163.13	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
E20R1329	ORANGE COUNTY DEPARTMENT OF ED	1,375.00	1,375.00	010308255 5210	EIA-Administration / Travel, Conference, Workshop
E20R1330	MENDEZ FOUNDATION	2,707.50	2,707.50	012529961 4310	TUPE - Administrative / Instructional Supplies
E20R1331	SAMS CLUB	217.50	217.50	012719470 4325	Personnel Department / Office Supplies
E20R1332	TARGET STORES	543.75	543.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R1333	TARGET STORES	138.38	138.38	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1334	SIERRA SCHOOL EQUIPMENT COMPAN	34,348.15	34,348.15	010019380 4410	School Equipment Replacement / Fixed Assets
E20R1335	LYNDE-ORDWAY COMPANY	105.75	105.75	012059385 5645	Publications / Outside Services - Repairs
E20R1336	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R1337	OFFICE DEPOT	70.44	42.46	012059385 4325	Publications / Office Supplies
			27.98	012849380 4325	Fiscal Services / Office Supplies
E20R1338	TOYS R US	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R1339	RIVERSIDE PUBLISHING COMPANY	456.63	456.63	012289961 4322	MAA - Administration / Testing Supplies
E20R1340	SOUTHWEST SCHOOL AND OFFICE SU	76.55	76.55	012589860 4325	Discrete Trial Training / Office Supplies
E20R1341	STAPLES	27.84	27.84	012589860 4310	Discrete Trial Training / Instructional Supplies
E20R1342	BARNES AND NOBLE	61.00	61.00	011533175 4310	Cotsen Family Foundation-Gisle / Instructional Supplies
E20R1343	DISCOUNT SCHOOL SUPPLY	233.81	233.81	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R1344	SUGRA, MARTHA A.	2,500.00	2,500.00	015069860 5813	ARRA SpEd Local Asst-Admin / Consultant
E20R1345	ARIEL SUPPLY COMPUTER & BUSINE	65.20	65.20	012721616 4325	Sch Site Admin - Newland / Office Supplies
E20R1346	TARGET STORES	100.00	100.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1347	STAPLES	95.16	95.16	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
E20R1348	HUNTINGTON BEACH UNION HSD	350.63	350.63	010099276 5811	Instrumental Music-Insurance / Transportation Outside
E20R1349	CERTIFIED TRANSPORTATION BUS C	672.00	672.00	010013588 5811	ASB Donations Instr - Moiola / Transportation Outside
E20R1350	CERTIFIED TRANSPORTATION BUS C	768.00	768.00	010013189 5811	Donations - Gisler / Transportation Outside Agency
E20R1351	SOUTHWEST SCHOOL AND OFFICE SU	868.91	868.91	010014747 4410	Sch Site Instr - Courreges / Fixed Assets
E20R1352	JFK TRANSPORTATION CO INC.	375.00	375.00	010011689 5811	Donations - Newland / Transportation Outside Agency
E20R1353	SOUTHWEST SCHOOL AND OFFICE SU	271.88	271.88	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
E20R1354	TARGET STORES	42.40	42.40	012734747 4327	Health Supplies - Courreges / Health Supplies
E20R1356	LAKESHORE LEARNING MATERIALS	134.00	134.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1357	LAKESHORE LEARNING MATERIALS	114.00	114.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1358	STAPLES	114.00	114.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1359	VMI INC.	1,122.30	1,122.30	012395298 4410	7395 Sch/Libr Impr Admin-DO / Fixed Assets
E20R1361	STAPLES	106.68	106.68	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1362	LAKESHORE LEARNING MATERIALS	271.88	271.88	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R1363	ORANGE COUNTY DEPARTMENT OF ED	325.00	325.00	015069860 5210	ARRA SpEd Local Asst-Admin / Travel, Conference,
E20R1364	UCI CHILD DEVELOPMENT CENTER S	125.00	125.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R1365	SUPER DUPER SCHOOL COMPANY	29.29	29.29	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
E20R1366	SUPER DUPER SCHOOL COMPANY	76.07	76.07	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
E20R1368	LAKESHORE LEARNING MATERIALS	56.00	56.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
E20R1369	LAKESHORE LEARNING MATERIALS	50.00	50.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
E20R1370	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
E20R1371	LAKESHORE LEARNING MATERIALS	77.00	77.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1372	STAPLES	100.00	100.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1374	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
E20R1375	BEST BUY GOV LLC	327.89	327.89	012299963 4399	Medi-Cal Billing-Psychologists / Equipment Under \$500.00
E20R1376	STAPLES	162.03	162.03	010189276 4325	Beckman Science Incentive-Adm / Office Supplies
E20R1377	SCANTRON	2,591.37	2,591.37	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R1378	STAPLES	195.74	195.74	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
E20R1379	E.G.BRENNAN & CO.	427.71	427.71	012059385 5645	Publications / Outside Services - Repairs
E20R1380	GLASSICAL DESIGNS	355.76	355.76	012819771 5828	Personnel Commission / Staff Recognition
E20R1381	LAKESHORE LEARNING MATERIALS	130.00	130.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1382	STAPLES	50.00	50.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1383	TARGET STORES	400.00	400.00	012734949 4327	Health Supplies - Masuda / Health Supplies
E20R1384	ACADEMIC COMMUNICATIONS ASSOCI	136.57	136.57	015644060 4310	Special Ed. - Plavan S&L / Instructional Supplies
E20R1385	BEYOND PLAY	23.82	23.82	015644060 4310	Special Ed. - Plavan S&L / Instructional Supplies
E20R1386	STAPLES	108.11	108.11	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1387	STAPLES	108.11	108.11	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1388	LAKESHORE LEARNING MATERIALS	217.00	217.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1389	LAKESHORE LEARNING MATERIALS	150.00	150.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1390	STAPLES	100.00	100.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R1391	LAKESHORE LEARNING MATERIALS	160.00	160.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1392	STAPLES	45.00	45.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1393	LAKESHORE LEARNING MATERIALS	300.00	300.00	011533275 4310	Cotsen Family Foundation-Cox / Instructional Supplies
E20R1394	ORANGE COUNTY DEPARTMENT OF ED	500.00	500.00	010124949 4310	Pacific Life Grant - Masuda / Instructional Supplies
E20R1395	DEPARTMENT OF INDUSTRIAL RELAT	935.00	935.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
E20R1396	TARGET STORES	100.00	100.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1398	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	010308255 5210	EIA-Administration / Travel, Conference, Workshop
E20R1399	WOODCRAFT	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R1400	STAPLES	137.18	137.18	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
E20R1402	BARNES AND NOBLE	750.00	750.00	010013232 4210	Sch Site Instr - Cox / Library Books
E20R1403	ACORN MEDIA	988.21	874.18	012109078 4320	Tech/Media Office Operation / Computer Supplies
			114.03	015069860 4320	ARRA SpEd Local Asst-Admin / Computer Supplies
E20R1404	SMART & FINAL	135.94	135.94	010014747 4340	Sch Site Instr - Courreges / Custodial Supplies
E20R1405	SOUTHWEST SCHOOL AND OFFICE SU	105.00	105.00	015514760 4310	Special Ed. - Courreges RSP / Instructional Supplies
E20R1406	CDWG	122.14	122.14	012849470 4399	Payroll Fiscal Services / Equipment Under \$500.00
E20R1407	SOFTERWARE	456.75	456.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R1408	OCSBA	10.00	10.00	012719165 5210	Superintendent / Travel, Conference, Workshop
E20R1409	SUNSET SCREEN PRINTING	1,543.16	1,543.16	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
E20R1410	STAPLES	90.00	90.00	010013535 4310	Sch Site Instr - Moiola / Instructional Supplies
E20R1411	LAKESHORE LEARNING MATERIALS	111.00	111.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
E20R1412	BARNES AND NOBLE	233.08	233.08	011531076 4310	Cotsen Alumni Grant - Tamura / Instructional Supplies
E20R1413	LAKESHORE LEARNING MATERIALS	106.00	106.00	015643560 4310	Special Ed. - Moiola S&L / Instructional Supplies
E20R1414	STAPLES	143.00	143.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
E20R1415	TARGET STORES	143.00	143.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R1416	TARGET STORES	130.00	130.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
E20R1417	ACORN MEDIA	19.58	19.58	012819771 4325	Personnel Commission / Office Supplies
E20R1418	U.C. REGENTS	150.00	150.00	010113255 5210	Title I - Cox / Travel, Conference, Workshop
E20R1419	ARIEL SUPPLY COMPUTER & BUSINE	166.66	166.66	012289961 4325	MAA - Administration / Office Supplies
E20R1420	EASTERDAY BUILDING MAINTENANCE	585.00	585.00	019509380 5899	STAR Building DO - Operations / Other Operating
E20R1422	STAPLES	795.39	795.39	012529961 4310	TUPE - Administrative / Instructional Supplies
E20R1423	STAPLES	74.00	74.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1424	LAKESHORE LEARNING MATERIALS	100.00	100.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1425	LAKESHORE LEARNING MATERIALS	238.00	238.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1426	STAPLES	193.56	193.56	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
E20R1427	DOCUMENT TRACKING SERVICES	3,540.00	3,540.00	012099078 5899	Vantage Learning / Other Operating Expenses
E20R1428	WRIST-BAND COM	1,773.39	1,773.39	015463560 4310	Positive Behavioral Inter-Moio / Instructional Supplies
E20R1429	STAPLES	65.25	65.25	015779860 4310	ARRA SpEd Fed Prsch Local-Inst / Instructional Supplies
E20R1430	TARGET STORES	27.19	27.19	015779860 4310	ARRA SpEd Fed Prsch Local-Inst / Instructional Supplies
E20R1431	SOUTHWEST SCHOOL AND OFFICE SU	6.09	6.09	015779860 4310	ARRA SpEd Fed Prsch Local-Inst / Instructional Supplies
E20R1432	STAPLES	71.15	71.15	015464760 4310	Positive Behavioral Interv-Cou / Instructional Supplies
E20R1433	LEVEL 27 MEDIA	350.00	350.00	015464760 4310	Positive Behavioral Interv-Cou / Instructional Supplies
E20R1434	SOUTHWEST SCHOOL AND OFFICE SU	1,315.88	1,315.88	015461660 4310	Positive Behavioral Interv-New / Instructional Supplies
E20R1435	TARGET STORES	400.00	400.00	015463560 4310	Positive Behavioral Inter-Moio / Instructional Supplies
E20R1436	LAKESHORE LEARNING MATERIALS	543.75	543.75	015461660 4310	Positive Behavioral Interv-New / Instructional Supplies
E20R1437	TARGET STORES	184.00	184.00	012731616 4327	Health Supplies - Newland / Health Supplies
E20R1438	LAKESHORE LEARNING MATERIALS	217.50	217.50	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
E20R1439	LAKESHORE LEARNING MATERIALS	217.50	217.50	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
E20R1440	AWARDS & TROPHIES	65.25	65.25	012819771 5828	Personnel Commission / Staff Recognition

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/09/2011**

**FROM 04/28/2011 TO 06/01/2011**

<b><u>PO NUMBER</u></b>	<b><u>VENDOR</u></b>	<b><u>PO TOTAL</u></b>	<b><u>ACCOUNT AMOUNT</u></b>	<b><u>ACCOUNT NUMBER</u></b>	<b><u>PSEUDO / OBJECT DESCRIPTION</u></b>
<b>E20R1441</b>	<b>ARIEL SUPPLY COMPUTER &amp; BUSINE</b>	<b>201.19</b>	201.19	015463160 4310	Positive Behavioral Interv-Gis / Instructional Supplies
<b>E20S8049</b>	<b>WAXIE</b>	<b>9,473.62</b>	9,473.62	011000000 9320	Revenue Limit - State Revenues / STORES
<b>E20S8050</b>	<b>WAXIE</b>	<b>151.38</b>	151.38	011000000 9320	Revenue Limit - State Revenues / STORES
<b>E20S8051</b>	<b>ARIEL SUPPLY COMPUTER &amp; BUSINE</b>	<b>18,352.65</b>	18,352.65	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>242,317.47</b>			
	<b>Fund 12 Total:</b>	<b>6,927.39</b>			
	<b>Fund 13 Total:</b>	<b>2,815.00</b>			
	<b>Fund 68 Total:</b>	<b>935.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>252,994.86</b>			

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/09/2011

FROM 04/28/2011 TO 06/01/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4011	SMARDEN SUPPLY COMPANY	3,044.06	+2,044.06	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4033	HYDRO-SCAPE PRODUCTS INC	3,500.00	+1,000.00	012899390 4343	Gardening / Gardening Supplies
E20M4250	TIME AND ALARM SYSTEMS INC.	600.00	+300.00	012869390 5899	Maintenance / Other Operating Expenses
E20R0056	METRO BUSINESS SOLUTIONS INC.	2,000.00	+400.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
E20R0057	AWARDS & TROPHIES	800.00	+200.00	012719470 4325	Personnel Department / Office Supplies
E20R0062	STATE OF CA DEPT OF JUSTICE	2,500.00	+500.00	012719470 5823	Personnel Department / Fingerprinting
E20R0063	PARKER & COVERT LLP	2,500.00	-4,700.00	012159470 5830	Personnel - Legal Services / Legal Fees
E20R0119	SAMS CLUB	2,175.00	+1,087.50	120016198 4310	State Preschool Instructional / Instructional Supplies
E20R0136	SAMS CLUB	2,392.50	+1,305.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
E20R0163	SOUTHWEST SCHOOL AND OFFICE SU	1,630.00	+130.00	010013535 4310	Sch Site Instr - Moiola / Instructional Supplies
E20R0207	RALPHS GROCERY COMPANY	310.00	+210.00	012719165 5210	Superintendent / Travel, Conference, Workshop
E20R0244	SOUTHWEST SCHOOL AND OFFICE SU	3,985.00	+985.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
E20R0297	METRO BUSINESS SOLUTIONS INC.	5,380.00	+100.00	012059385 5640	Publications / Outside Services - Leases
E20R0299	METRO BUSINESS SOLUTIONS INC.	10,770.00	+150.00	012719385 5640	Purchasing / Outside Services - Leases
E20R0309	SOUTHWEST SCHOOL AND OFFICE SU	775.00	+200.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
E20R0331	SAMS CLUB	1,309.00	+409.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0365	SOUTHWEST SCHOOL AND OFFICE SU	327.58	+106.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
E20R0389	METRO BUSINESS SOLUTIONS INC.	2,950.00	+700.00	012719385 4325	Purchasing / Office Supplies
E20R0453	HOME DEPOT	2,250.00	+250.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
E20R0536	PARTY BOUNCE	1,087.50	+543.75	120016098 4310	Extended School Instructional / Instructional Supplies
E20R0626	SOUTHWEST SCHOOL AND OFFICE SU	253.00	+103.00	015514060 4310	Special Ed. - Plavan RSP / Instructional Supplies
E20R0757	SOUTHWEST SCHOOL AND OFFICE SU	94.00	+64.00	015643560 4310	Special Ed. - Moiola S&L / Instructional Supplies
E20R1091	APPLE COMPUTER ORDER	5,909.99	-30.06	012109078 4410	Tech/Media Office Operation / Fixed Assets
			-50.00	012389078 4410	ARRA Title II-Pt D-Ed Tech Adm / Fixed Assets

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/09/2011

FROM 04/28/2011 TO 06/01/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	3,071.00		
		Fund 12 Total:	2,936.25		
		Total Amount of Change Orders:	6,007.25		

FOUNTAIN VALLEY SCHOOL DISTRICT  
BUSINESS SERVICES

DFS-10/11-686  
Board Meeting on [June 9, 2011](#)

MEMORANDUM

To: Stephen McMahon - Assistant Superintendent, Business Administration  
From: Dedra Norman - Director, Fiscal Services  
Subject: Budget Transfers and Resolutions  
Date: [June 1, 2011](#)

---

Background

- 10/11-064 This Appropriation Transfer reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.
- 10/11-065 This Resolution reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.
- 10/11-066 This Resolution decreases funds within the Child Development Fund-Fund 12.
- 10/11-067 This Resolution decreases funds within the Cafeteria Fund-Fund 13.
- 10/11-068 This Resolution decreases funds within the Deferred Maintenance Fund-Fund 14.
- 10/11-069 This Resolution decreases funds within the Special Reserve Other Than CO Fund-Fund 17.
- 10/11-070 This Resolution decreases funds within the Capital Facilities Fund-Fund 25.
- 10/11-071 This Resolution decreases funds within the Special Reserve/C.O.P Fund-Fund 40.
- 10/11-072 This Resolution decreases funds within the Insurance-WCI Fund-Fund 68.
- 10/11-073 This Resolution increases funds within the Insurance Health/Welfare Fund-Fund 69.

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2011 65

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

### **Fund: 0101 GENERAL FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	20,269.00	26,578.00
1200	CERTIFICATED PUPIL SUPPORT	3,932.00	2,020.00
2100	INSTRUCTIONAL AIDES' SALARIES	279,320.00	287,663.00
2400	CLERICAL & OFFICE SALARIES	804.00	3,000.00
3101	STRS-CERTIFICATED POSITIONS	1,971.00	2,133.00
3201	PERS-CERTIFICATED	100.00	
3202	PERS-CLASSIFIED	31,515.00	32,068.00
3313	MEDICARE-CERTIFICATED	344.00	1,368.00
3314	MEDICARE-CLASSIFIED	4,050.00	4,205.00
3353	ARP-CERTIFICATED	20.00	208.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	44.00	652.00
3355	OASDI-CERTIFICATED	100.00	
3356	OASDI-CLASSIFIED	18,267.00	18,632.00
3401	HEALTH & WELFARE-CERTIFICATED		3,334.00
3501	SUI-CERTIFICATED	170.00	200.00
3502	SUI-CLASSIFIED	5,181.00	2,120.00
3601	WORKERS'COMP-CERTIFICATED	450.00	501.00
3602	WORKERS'COMP-CLASSIFIED	5,249.00	5,436.00
3801	PERS REDUCTION-CERTIFICATED	60.00	
3802	PERS REDUCTION-CLASSIFIED	13,994.00	987.00
4100	TEXTBOOKS		4,647.00
4300	MATERIALS & SUPPLIES	10,474.00	13,742.00
4400	NONCAPITALIZATION EQUIPMENT	1,880.00	2,801.00
5200	TRAVEL & CONFERENCES	950.00	1,743.00
5400	INSURANCE		62.00
5600	RENTALS,LEASES AND REPAIRS		8,936.00
5713	Direct Cost-Interprogram Print	328.00	228.00
5800	PROF/CONS SERV & OPER EXPENSE	90,849.00	112,429.00
6200	BUILDING AND IMPROVE OF BLDGS		1,700.00
7141	Excess Costs/Deficit Pay-Schls		25,479.00
7142	Excess Costs/County Offices		8,091.00
7350	TRANSFER INDIRECT COST IFT	1,154.00	
7439	DS/Other Debt Service Payments		19,038.00
8000	REVENUE LIMIT SOURCES	200,340.00	33,979.00
8100	FEDERAL INCOME	1,615.00	22,360.00
8200	FEDERAL INCOME	900.00	
8400	STATE INCOME	34,272.00	257,040.00
8500	STATE INCOME		31,396.00
8600	LOCAL INCOME	39,895.00	214,353.00
8700	OTHER REVENUES		27,559.00
8900	INCOMING TRANSFERS	1,391,073.00	1,421,320.00

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2011 65

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

### **Fund: 0101 GENERAL FUND**

Object	Description	FROM	TO
9740	LEGALLY RESTRICTED BALANCE		32,360.00
9790	UNDESIGNATED/UNAPPROPRIATED	319,629.00	528,655.00
<b>Subfund Total:</b>		<b>2,479,199.00</b>	<b>3,159,023.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 66

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

### **Fund: 1212 CHILD DEVELOPMENT**

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES		2,100.00
3202	PERS-CLASSIFIED		222.00
3314	MEDICARE-CLASSIFIED		30.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		90.00
3356	OASDI-CLASSIFIED		129.00
3502	SUI-CLASSIFIED		15.00
3602	WORKERS'COMP-CLASSIFIED		39.00
3802	PERS REDUCTION-CLASSIFIED		48.00
4300	MATERIALS & SUPPLIES		8,616.00
4400	NONCAPITALIZATION EQUIPMENT	2,000.00	
5200	TRAVEL & CONFERENCES		415.00
5800	PROF/CONS SERV & OPER EXPENSE	2,258.00	
7350	TRANSFER INDIRECT COST IFT		1,154.00
8600	LOCAL INCOME	3,093.00	131.00
9790	UNDESIGNATED/UNAPPROPRIATED	24,395.00	12,833.00
<b>Subfund Total:</b>		<b>31,746.00</b>	<b>25,822.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 67

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

### **Fund: 1313 CAFETERIA FUND**

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT		7,000.00
2400	CLERICAL & OFFICE SALARIES		850.00
3202	PERS-CLASSIFIED		733.00
3314	MEDICARE-CLASSIFIED		99.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		50.00
3356	OASDI-CLASSIFIED		425.00
3502	SUI-CLASSIFIED		49.00
3602	WORKERS'COMP-CLASSIFIED		129.00
3802	PERS REDUCTION-CLASSIFIED		158.00
4300	MATERIALS & SUPPLIES		694.00
4700	FOOD		28,340.00
5200	TRAVEL & CONFERENCES	500.00	353.00
5400	INSURANCE	97.00	
5800	PROF/CONS SERV & OPER EXPENSE		495.00
6400	EQUIPMENT	26,495.00	
6500	EQUIPMENT REPLACEMENT		28,053.00
8600	LOCAL INCOME	106.00	
9790	UNDESIGNATED/UNAPPROPRIATED	40,442.00	
<b>Subfund Total:</b>		<b>67,640.00</b>	<b>67,428.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 68

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

### **Fund: 1414 DEFERRED MAINTENANCE**

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	5.00	
8600	LOCAL INCOME	93.00	
9790	UNDESIGNATED/UNAPPROPRIATED	88.00	
<b>Subfund Total:</b>		<b>186.00</b>	<b>0.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 69

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

### **Fund: 1717 SPECIAL RESERVE OTHER THAN CO**

Object	Description	FROM	TO
8600	LOCAL INCOME	446.00	
9790	UNDESIGNATED/UNAPPROPRIATED	446.00	
<b>Subfund Total:</b>		<b>892.00</b>	<b>0.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 70

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

### **Fund: 2525 CAPITAL FACILITIES**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
4300	MATERIALS & SUPPLIES	200.00	
4400	NONCAPITALIZATION EQUIPMENT	2,000.00	
5800	PROF/CONS SERV & OPER EXPENSE	1,175.00	
6100	SITES AND IMPROVEMENT OF SITES	15,000.00	
6200	BUILDING AND IMPROVE OF BLDGS	7,320.00	
6500	EQUIPMENT REPLACEMENT	5,000.00	
7619	IFT-TRFS OUT ALL OTHER IFTs	30,247.00	60,494.00
8600	LOCAL INCOME	50,678.00	30,247.00
9790	UNDESIGNATED/UNAPPROPRIATED	30,247.00	10,264.00
<b>Subfund Total:</b>		<b>141,867.00</b>	<b>101,005.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 71

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
5800	PROF/CONS SERV & OPER EXPENSE	2,891.00	5,000.00
6200	BUILDING AND IMPROVE OF BLDGS	11,958.00	
7438	DEBT SERVICE INTEREST	14.00	
8600	LOCAL INCOME	43,095.00	
9790	UNDESIGNATED/UNAPPROPRIATED	33,232.00	
<b>Subfund Total:</b>		<b>91,190.00</b>	<b>5,000.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 72

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

### **Fund: 6768 INSURANCE-WCI**

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	93,485.00	
8600	LOCAL INCOME	393.00	
9790	UNDESIGNATED/UNAPPROPRIATED		93,092.00
<b>Subfund Total:</b>		<b>93,878.00</b>	<b>93,092.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

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 73

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

### **Fund: 6769 INSURANCE HEALTH/WELFARE**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
8600	LOCAL INCOME	510.00	1,711.00
9790	UNDESIGNATED/UNAPPROPRIATED		1,201.00
<b>Subfund Total:</b>		<b>510.00</b>	<b>2,912.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

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

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2011 64

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

### **Fund: 0101 GENERAL FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	16,811.00	66,447.00
1900	OTHER CERTIFICATED	1,500.00	
2100	INSTRUCTIONAL AIDES' SALARIES		15,924.00
2200	CLASSIFIED SUPPORT	1,179.00	
2400	CLERICAL & OFFICE SALARIES	17.00	5,242.00
2900	OTHER CLASSIFIED SALARIES	787.00	28,624.00
3101	STRS-CERTIFICATED POSITIONS	507.00	4,390.00
3201	PERS-CERTIFICATED		11.00
3202	PERS-CLASSIFIED	250.00	3,327.00
3313	MEDICARE-CERTIFICATED	89.00	948.00
3314	MEDICARE-CLASSIFIED	27.00	693.00
3353	ARP-CERTIFICATED	34.00	95.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	94.00	349.00
3355	OASDI-CERTIFICATED	25.00	7.00
3356	OASDI-CLASSIFIED	63.00	1,818.00
3401	HEALTH & WELFARE-CERTIFICATED		536.00
3501	SUI-CERTIFICATED	61.00	466.00
3502	SUI-CLASSIFIED	14.00	312.00
3601	WORKERS'COMP-CERTIFICATED	116.00	1,256.00
3602	WORKERS'COMP-CLASSIFIED	37.00	905.00
3802	PERS REDUCTION-CLASSIFIED	210.00	390.00
4200	BOOKS OTHER THAN TEXTBOOKS	1,788.00	
4300	MATERIALS & SUPPLIES	7,246.00	109,086.00
4400	NONCAPITALIZATION EQUIPMENT	2,918.00	5,984.00
5200	TRAVEL & CONFERENCES	3,727.00	5,871.00
5600	RENTALS,LEASES AND REPAIRS	300.00	301.00
5713	Direct Cost-Interprogram Print	11.00	111.00
5800	PROF/CONS SERV & OPER EXPENSE	154,484.00	12,661.00
9790	UNDESIGNATED/UNAPPROPRIATED	101,266.00	27,807.00

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2011 64

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

### Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		293,561.00	293,561.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 9, 2011.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



# FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Avenue • Fountain Valley, CA 92708 • (714)843-3200 • [www.fvsd.k12.ca.us](http://www.fvsd.k12.ca.us)

Board Meeting  
June 9, 2011

## Memorandum

**TO:** Rosemary Eadie, Deputy Superintendent, Instruction/Personnel Administration

**FROM:** Patricia Minnesang, Director, Categorical Programs/Technology

**DATE:** May 31, 2011

**SUBJECT:** Approval of Document Tracking Services as SARC Consultant

---

### Background

Fountain Valley School District plans to switch to a new service provider for assistance in the preparation and posting of annual School Accountability Report Cards. This change would result in reduced costs and an increase in services for the District.

### Recommendation

It is recommended that the Board of Trustees approve Document Tracking Services as consultant for assistance in the preparation and posting of the annual School Accountability Report Cards.



## LICENSING AGREEMENT

This Agreement effective **July 1, 2011**, is made and entered into by **Fountain Valley Elementary School District** as Licensee and Document Tracking Services (DTS) as Licenser each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$3,000**.



- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- (i) 2011 Single Plan for Student Achievement (Custom Template)
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
- (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools\* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
- \* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
- (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Assistant Director  
Document Tracking Services  
6365 Nancy Ridge Drive  
San Diego, CA 92121

Date: June 3, 2011

Licensee

By: \_\_\_\_\_

Date: \_\_\_\_\_



### **Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2011 School Accountability Report Card, English (CDE Template)
2. 2011 School Accountability Report Card, Spanish (CDE Template)
3. 2011 School Accountability Report Card, Vietnamese (CDE Template)
4. 2011 Single Plan for Student Achievement (Custom Template)
5. Other to be identified as needed.



# FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Avenue • Fountain Valley, CA 92708 • (714)843-3200 • [www.fvsd.k12.ca.us](http://www.fvsd.k12.ca.us)

Board Meeting  
June 9, 2011

## Memorandum

**TO:** Rosemary Eadie, Deputy Superintendent, Instruction/Personnel Administration

**FROM:** Patricia Minnesang, Director, Categorical Programs/Technology

**DATE:** May 20, 2011

**SUBJECT:** Approval of CSM, Inc., as E-Rate Consultant

---

### Background

The Fountain Valley School District has been participating in the E-rate program for the past twelve years. The E-rate program is a Federal program which provides schools and libraries across the country with substantial discounts on their technology services. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20% to 90% (FV eligibility rate is 46%) of the costs of eligible services. These discounts reduce the costs of our telephone service, Internet access, and the internal connections we use to build and maintain the computer networks that link our classrooms. Over the years FVSD has participated, we have received a cumulative total of \$845,797.04 in discounts.

Application and documentation requirements for E-Rate have become increasingly complex. The FCC, through the Universal Service Fund, has also stepped up its examination, review, and audit oversight of the program. CSM, Inc., would assist us in the preparation and tracking of documents in order to ensure that FVSD receives the highest possible financial return from the program.

### Recommendation

It is recommended that the Board of Trustees approve CSM, Inc., to assist in the preparation and tracking of documents related to the E-Rate program.





## **CONTRACT FOR E-RATE COMPLIANCE SERVICES**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between **Fountain Valley School District**, a school district under the laws of the State of California ("District") and CSM Consulting, Inc., a California Corporation ("Consultant").

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT'S RESPONSIBILITIES**

- 1. Shall provide to District completed forms and processes related to all Priority One and Priority Two applications of the Federal Communications Commission E-Rate filings with the schools and library division ("SLD") for filing year 2012-2013 also known as Funding Year Fifteen (15) and 2013-2014 also known as Year Sixteen (16). Services provided under this agreement to include the following:
  - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Advise and coordinate the preparation and filing of:
    - Item 21 Attachments
    - Form 472 (Billed Entity Applicant Reimbursement Form) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Service Provider Identification Number (SPIN) Change Requests
    - Service Substitution Requests
    - Service Certifications (standard)
  - Response to the following requests from USAC:
    - Program Integrity Assurance (PIA)
    - Selective Review Information Request (SRIR) related to a contracted filing year (current)
    - Payment Quality Assurance (PQA)
  - Invoice Reconciliation for previous funding year disbursements

2. Up to two onsite meetings with District per funding year to assess technology and telecommunications needs as they relate to the upcoming application period.
3. Act as District's main point of contact with the SLD.
4. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

## **II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD for Year 15 and Year 16 in a timely manner.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.
4. Sign, date and certify all forms filed by Consultant on District's behalf.

## **III. MISCELLANEOUS**

1. **Term.** Until all issues with Year 15 and Year 16 E-rate are resolved.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Other Services.**
  - A. At the written request of the District, the Consultant will provide additional Professional Services based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant	\$150 per hour
Lead Consultant	\$120 per hour
Specialist II	\$90 per hour
Specialist I	\$60 per hour

Such service costs are not included in the cost of services amount in the contract for E-Rate Compliance Services in Appendix A of this agreement. These Professional Services may include but are not limited to the following:

- Coordination of response to Special Compliance Reviews
- Development of RFP's, RFI's and RFQ's
- Assistance with procurement process
- Preparation of USAC and/or FCC appeals



- Technology Plan and Technology Plan Addenda preparation
- On-site audit support
- On-site meetings exceeding the quantity specified under "Consultant's Responsibilities" (including attendance at Board meeting or other special meetings)
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Travel expenses for any non-inclusive on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)

B. The District will have Consultant assess the District Technology Plan's alignment with upcoming E-Rate applications. The Consultant will evaluate the Technology Plan Budget to ensure conformity to State and Federal requirements and make recommendations for adjustments to the plan in light of findings, and provide the District with alternate language as appropriate for filing a revision with CTAP (or approving agency). *(Please note this is for updates to current plans only.)* The service will be provided at a fixed cost of **\$1,500 per year**. The cost of this service is not included in the cost of services amount for Services relating to E-Rate in Appendix A of this agreement.

**Please check the appropriate box for designation of service** ☐ **Yes** ☐ **No**

C. Assess and process for District issues with prior E-Rate applications not previously contracted by with Consultant. Consultant to be paid 10% of recovered funding or an amount not to exceed the current annual contract value per prior funding year involved.

**Please check the appropriate box for designation of service** ☐ **Yes** ☐ **No**

D. The Consultant will provide a technology needs assessment review subject to guidelines provided by the District.

5. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
6. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
7. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
8. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery


by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**Fountain Valley School District  
10055 Slater Ave.  
Fountain Valley, CA 92708**

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

9. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
10. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
11. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
12. **Entire Agreement.** This Agreement, which includes the "Proposal for Agreement for Services" set forth as Appendix A supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed at \_\_\_\_\_, on the day and year set forth above.

, **President**  
**Gary T. Cichella**

\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_ Print Name  
**Fountain Valley School District**



## **APPENDIX A**

### **PROPOSAL FOR CONTRACT FOR SERVICES**

This proposal for **Fountain Valley School District** is to provide the services set forth under Section I of the Agreement for Services Relating to E-Rate.

The cost for services rendered regarding the E-Rate application process as referred to in Section I of this agreement (Consultant's Responsibilities) shall amount to \$10,800 per year. Invoices for services will be provided monthly beginning at final execution and continue through June 30, 2013.

**April 14, 2011**

  
\_\_\_\_\_, **President, E-Rate Services**  
**Gary T. Cichella**

**CSM Consulting, Inc.**  
**3130-C Inland Empire Blvd.**  
**Ontario, CA 91764**

## AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between CSM Consulting, Inc., a California Corporation ("Consultant") and **Fountain Valley School District**, a school district under the laws of the State of California ("District"). Consultant's authority to communicate shall remain in effect during the term of the "E-Rate Services" consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") E-Rate program. District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider or the Schools and Libraries Division with regard to the E-Rate Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. Each party to the agreement represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013 and 2014 are resolved or June 30, 2016. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein. The following is a list of CSM Consulting, Inc (CSM) employees who are authorized to speak on behalf of the aforementioned client:

Kimberly Friends  
Shawn Farley  
Michelle Harken  
Kathryn Carroll  
Laura Sasaki  
Anne Wells  
Sarah Pimentel

Linda Smith  
Irma Macias  
Rachel White  
Rosy Campos  
Mary Head  
Lehna Markarian  
Charnell Kemanian

Scott Harken  
Drulyne Vang  
Cathy Benham  
Joan Przybyla  
David Cichella  
Jennifer Jimenez  
Iris Sharp

### CSM Consulting, Inc.

Name: *G. T. Cichella*

Print Name: Gary T. Cichella

Title: President, E-Rate Services

### Fountain Valley School District

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

SO2010-11/B44-11  
Fountain Valley School District  
Superintendent's Office

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Susan Crandall, ScienceWorks Coordinator  
SUBJECT: **Acceptance of Memorandum of Understanding with Fullerton School District and Laguna Beach Unified School District for Refurbishing Science Kits for 2011-2012**  
DATE: May 24, 2011

---

**Background:**

In 2001 the Fountain Valley School District, Huntington Beach City School District and Westminster School District formed the ScienceWorks Consortium. In an effort to reduce costs and share expenses the ScienceWorks Materials Resource Center was created.

In 2006 the ScienceWorks Materials Resource Center was solicited to refurbish science kits for Fullerton School District and Laguna Beach Unified School Districts. Since 2006 the ScienceWorks Consortium has received \$673,380 for refurbishing the science kits for the two districts. This revenue has helped to reduce the cost of the ScienceWorks Program for the three ScienceWorks Consortium Districts.

For the 2011-12 year, the ScienceWorks Consortium would like to again refurbish science kits for Fullerton School District and Laguna Beach Unified School District. The estimated revenue for this service is \$117,900 for the 2011-2012 year.

**Recommendation:**

It is recommended that the Board of Trustees approve the Memorandums of Understanding between the Fountain Valley School District and Fullerton School District and Laguna Beach Unified School District for Science Kit Refurbishment for the 2011-12 year.

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S10-11 – 22

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
DATE: May 17, 2011  
**SUBJECT: REJECTION OF CLAIM 449733**

---

**BACKGROUND**

The District is in receipt of claim #449733 for *Claim for Damages to Person and Property*. After investigation by the District and its claims administrator, it is recommended that the Board of Trustees reject the claim based upon the fact that there was no negligence on the part of the District or staff. A copy of the claim has been forwarded to the claims administrator who will represent the District in this matter.

cl



FOUNTAIN VALLEY SCHOOL DISTRICT  
**BUSINESS SERVICES DIVISION**

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

D/FS 10-11 - 683

TO: Steve McMahon, Assistant Superintendent, Business Services

FROM : Dedra Norman, Director, Fiscal Services

DATE: May 18, 2011

**SUBJECT: RESOLUTION 2011-34: CLOSURE OF SPECIAL RESERVE FUND (17)**

---

**BACKGROUND**

The Special Reverse Fund was established over ten years ago to accept transfers for the set aside of funds to purchase equipment for the Fountain Valley School District. The laws governing this fund have changed, therefore the District has no need for this fund. The current balance in this fund is \$178,952.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve **Resolution 2011-34**, authorizing the closure of the Special Reserve Fund and remaining balance of monies in the fund be transferred to the General Fund. It is further recommended that the Superintendent or his designee be authorized to sign all documents.

Resolution No. 2011-34

FOUNTAIN VALLEY SCHOOL DISTRICT  
OF ORANGE COUNTY, CALIFORNIA

**RESOLUTION TO CLOSE FUND**

*WHEREAS*, the Fountain Valley School District has determined that the Special Reserve Fund is no longer required for special purposes as set up the District when the fund was established: and

*WHEREAS*, the Fountain Valley School District has a remaining balance of monies in the Special Reserve Fund and the District has determined this balance can be transferred to the General Fund.

*Now, THEREFORE, BE IT RESOLVED* that the Governing Board of the Fountain Valley School District close the Special Reserve Fund as of June 13, 2011 and transfer all monies, including earned, from the special Reserve Fund (17) to the General Fund (01).

AYES:

NOES:

ABSTAIN:

I, \_\_\_\_\_, Secretary of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and a regularly adopted by the said Board at the regular meeting thereof held on the 9<sup>th</sup> day of June, 2011, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Secretary of the Board of Trustees  
FOUNTAIN VALLEY SCHOOL DISTRICT

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**  
D/FS 10-11 - 684

TO: Stephen McMahon  
FROM: Dedra Norman, Director, Fiscal Services  
DATE: May 18, 2011  
SUBJECT: **APPROVE RESOLUTION 2011-35: TIER III CATEGORICAL  
PROGRAM FLEXIBILITY TRANSFERS**

---

**BACKGROUND**

The 2008-09 California State Budget authorized school districts to use funding received from the State for Tier III Programs for any educational purposes, to the extent permitted by Federal Law. The flexibility to transfer funds from these programs is authorized for five years from 2008-09 through 2012-13 by Education Code 42605. The flexibility transfers from the programs below will be transferred to the unrestricted portion of the General Fund, therefore, reducing the loss of funds through the Revenue Limit reductions.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve **Resolution 2011-35** and hold a public hearing to authorize the transfer of the estimated restricted funds on the attached table to the unrestricted General Fund for the fiscal years 2011-12 through 2012-13. It is further recommended that these funds or portion of the above income be used for core educational programs.

**2011-12 Categorical Program Budget Flexibility**

Resource	Tier 3 Categorical Programs	Amounts	Use of Funds
0108	School Counseling	92,108	Core Educational Programs
0124	Gifted	40,268	Core Educational Programs
0137	Staff Dev Math & Reading	28,067	Core Educational Programs
0138	Staff Dev. English Learners	6,013	Core Educational Programs
0144	Staff Dev Administrative Training	2,246	Core Educational Programs
0189	Instructional Material	343,588	Core Educational Programs
0193	California Peer Assist	22,204	Core Educational Programs
0228	School Safety & Violence Prevention	27,137	Core Educational Programs
0244	Teacher Credentialing Block Grant	20,210	Core Educational Programs
0245	Professional Development Block Grant	182,515	Core Educational Programs
0247	School Library Improvement Grant	616,108	Core Educational Programs
0260	P. E. Teacher Incentive Grant	117,441	Core Educational Programs
0265	Arts and Music Block Grant	83,729	Core Educational Programs

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT  
CATEGORICAL FLEXIBILITY FUNDS**

**RESOLUTION NO. 2011-35**

On motion of member \_\_\_\_\_, seconded by member  
\_\_\_\_\_, the following resolution is adopted.

WHEREAS, the State Adopted Budgets of 2008-09, 2009-10, 2010-11 and 2011-12 provides "Flexibility" for the use of certain Categorical Program Funds to be used in responses to the State fiscal crisis, and

WHEREAS, the Flexibility legislation requires the Governing Board, at a regularly scheduled open public hearing to take testimony from the public and shall discuss and approve or disapprove the proposed use of fund, and

WHEREAS, the attached schedule reflects the estimated amount of Flexibility funds to be used in the General Fund for any educational purpose as reflected in the various budgets which will be adopted by the Board for the 2011-12 fiscal year,

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, the Board of Trustees of the Fountain Valley School District approves the use of the Flexibility Funds as required by the Budget Act of 2009,

PASSED, SIGNED AND ADOPTED by the Governing Board of the Fountain Valley School District, County of Orange, State of California, this 9<sup>th</sup> day of June, 2011.

---

President of the Governing Board for the  
Fountain Valley School District

(STATE OF CALIFORNIA)

(COUNTY OF ORANGE)

I, \_\_\_\_\_, Clerk of the Governing Board of the Fountain Valley School District, do hereby certify that the foregoing is a full and true resolution duly adopted by the Board at a regularly scheduled and conducted meeting on said date, is on file in office of said Board and was so adopted by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAINING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

---

Clerk of the Governing Board of the  
Fountain Valley School District

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
DFS/10/11 -- 681  
**M E M O R A N D U M**

TO: Marc Ecker, Superintendent  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **STUDENT ACCIDENT INSURANCE – 2011/2012**  
DATE: May 10, 2011

---

**BACKGROUND**

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

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the selection of BCS Insurance Company, administered by Myers-Stevens & Toohey & Company, Inc., to distribute information regarding student accident insurance to parents in the 2011/2012 school year.

cl

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S10-11 – 24

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
DATE: June 2, 2011  
SUBJECT: **APPROVE AGREEMENT WITH MERCEDES-BENZ FINANCIAL SERVICES USA, LLC**

---

**BACKGROUND**

At the November 9, 2010 Board Meeting, the purchase of a bus was approved due to additional students qualifying for special education and home to school transportation. We were able to apply for an AQMD buy down on the price by purchasing a CNG bus.

Net purchase price is \$144,739.25 after the AQMD buy down and we will finance the bus with Mercedes-Benz Financial Services through the attached installment purchase contract. The contract is a five year term at 4.05% interest with annual payments of \$32,558.04 in arrears.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Mercedes-Benz Financial Services Purchase Agreement and authorize the Superintendent or his designee to sign all documents.

cl



## MASTER INSTALLMENT PURCHASE AGREEMENT

This Master Installment Purchase Agreement dated as of April 27, 2011, and entered into between Mercedes-Benz Financial Services USA LLC, a Delaware limited liability company, and its successors, transferees and assigns ("Lender"), and Fountain Valley School District, a body corporate and politic existing under the laws of the State of California ("Borrower").

**1. Agreement.** Borrower agrees to finance from Lender certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with an Installment Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Contract. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent contract and installment purchase of the Equipment therein described and are referred to herein as a "Contract".

**2. Term.** The "Commencement Date" for each Contract is the date when interest commences to accrue under such Contract which date shall be the earlier of (i) the date on which the Equipment listed in such Contract is accepted by Borrower in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Contract are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Contract Term" for each Contract means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Contract until the end of Borrower's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Contract is each term having a duration that is coextensive with the Fiscal Period.

**3. Representations and Covenants of Borrower.** Borrower represents, covenants and warrants for the benefit of Lender on the date hereof and as of the Commencement Date of each Contract as follows: (a) Borrower is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Borrower is located ("State") to enter into this Agreement and each Contract and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Contract; (b) Borrower has duly authorized the execution and delivery of this Agreement and each Contract by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Contract; (c) Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Borrower has complied with such public bidding requirements as may be applicable to this Agreement and each Contract and the acquisition by Borrower of the Equipment as provided in each Contract; (e) during the Contract Term, the Equipment will be used by Borrower solely and exclusively for the purpose of performing essential governmental or proprietary functions of Borrower consistent with the permissible scope of Borrower's authority; (f) Borrower will annually provide Lender with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Borrower to continue each Contract as may be requested by Lender; and (g) Borrower has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

**4. Tax and Arbitrage Representations.** Borrower hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Installment Payment listed in such Installment Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Contract will be used to reimburse Borrower for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Borrower has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Installment Payment, or (ii) that may be used solely to prevent a default in the payment of the Installment Payment; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Borrower, either in whole or in part, prior to the last maturity of Installment Payment;

(f) Borrower will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Installment Payments from gross income for purposes of federal income taxation; and (g) Borrower intends that each Contract not constitute a "true" lease for federal income tax purposes.

**5. Finance of Equipment.** Upon the execution of each Contract, Lender demises, finances, transfers, and lets to Borrower, and Borrower acquires, rents, finances and hires from Lender, the Equipment in accordance with the terms thereof. The Contract Term for each Contract may be continued, solely at the option of Borrower, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Contract Term set forth in such Contract. At the end of the Original Term and at the end of each Renewal Term the Contract Term shall be automatically extended upon the successive appropriation by Borrower's governing body of amounts sufficient to pay Installment Payments and other amounts payable under the related Contract during the next succeeding Fiscal Period until all Installment Payments payable under such Contract have been paid in full, unless Borrower shall have terminated such Contract pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Installment Payments shall be as provided in the applicable Contract.

**6. Continuation of Contract Term.** Borrower currently intends, subject to Section 7, to continue the Contract Term of each Contract through the Original Term and all Renewal Terms and to pay the Installment Payments thereunder. Borrower reasonably believes that legally available funds in an amount sufficient to make all Installment Payments during the maximum Contract Term of each Contract can be obtained. Borrower currently intends to do all things lawfully within its power to obtain and maintain funds from which the Installment Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Borrower.

**7. Nonappropriation.** Borrower is obligated only to pay such Installment Payments under each Contract as may lawfully be made from funds budgeted and appropriated for that purpose. Should Borrower fail to budget, appropriate or otherwise make available funds to pay Installment Payments under any Contract following the then current Original Term or Renewal Term, such Contract or Contracts shall be deemed terminated at the end of the then current Original Term or Renewal Term. Borrower agrees to deliver notice to Lender of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Contract is terminated in accordance with this Section, Borrower agrees to peaceably deliver the Equipment to Lender at the location(s) to be specified by Lender.

**8. Conditions to Lender's Performance.** This Agreement is not a commitment by Lender to enter into any Contract not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lender to enter into any proposed Contract, it being understood that whether Lender enters into any proposed Contract shall be a decision solely within Lender's discretion. Borrower will cooperate with Lender in Lender's review of any proposed Contract. Borrower understands that Lender requires certain documentation and information necessary to enter into any Contract and Borrower agrees to provide Lender with any documentation or information Lender may request in connection with Lender's review of any proposed Contract. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Borrower and other matters related to Borrower.

**9. Installment Payments.** Borrower shall promptly pay "Installment Payments" as described in Exhibit A-1 to each Contract, exclusively from legally available funds, to Lender on the dates and in such amounts as provided in each Contract. Borrower shall pay Lender a charge on any Installment Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Installment Payments consist of principal and interest portions. Lender and Borrower understand and intend that the obligation of Borrower to pay Installment Payments under each Contract shall constitute a current expense of Borrower and shall not in any way be construed to be a debt of Borrower in contravention of any applicable constitutional or statutory limitation

\*\*\*

# Daimler

## Truck Financial

or requirement concerning the creation of indebtedness by Borrower, nor shall anything contained herein or in a Contract constitute a pledge of the general tax revenues, funds or monies of Borrower.

**10. INSTALLMENT PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF BORROWER TO MAKE INSTALLMENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

**11. Delivery; Installation; Acceptance.** Borrower shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Contract, and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Contract has been delivered and acceptance tested, Borrower shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lender an Acceptance Certificate (Exhibit B). Lender shall provide Borrower with quiet use and enjoyment of the Equipment during the Contract Term.

**12. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Contract on which such item is listed without Lender's consent, which consent shall not be unreasonably withheld. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of Borrower for the purpose of inspecting the Equipment.

**13. Use; Maintenance.** Borrower will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Contract. Borrower shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Borrower agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Borrower agrees that it will, at Borrower's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Borrower will enter into a maintenance contract for the Equipment that is acceptable to Lender.

**14. Title.** Upon acceptance of the Equipment under a Contract by Borrower, title to the Equipment shall vest in Borrower subject to Lender's rights under the Contract; provided that title shall thereafter immediately and without any action by Borrower vest in Lender, and Borrower shall immediately surrender possession of the Equipment to Lender, upon (a) any termination of the applicable Contract other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lender pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Borrower shall, nevertheless, execute and deliver any such instruments as Lender may request to evidence such transfer.

**15. Security Interest.** To secure the payment of all of Borrower's obligations under each Contract, upon the execution of such Contract, Borrower grants to Lender a security interest constituting a first and exclusive lien on the Equipment applicable to such Contract and on all proceeds therefrom. Borrower agrees to execute such additional documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

**16. Liens, Taxes, Other Governmental Charges and Utility Charges.** Borrower shall keep the Equipment free of all levies, liens and encumbrances except those created by each Contract. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Borrower and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Borrower shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Borrower shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Borrower shall pay such taxes or charges as the same may become due.

**17. Insurance.** At its own expense, Borrower shall during each Contract Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lender, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Contract; (b) liability insurance that protects Borrower from liability in all events in form and amount satisfactory to Lender; and (c) workers' compensation coverage as required by the laws of the State; provided

that, with Lender's prior written consent, Borrower may self-insure against the risks described in clauses (a) and (b). Borrower shall furnish to Lender evidence of such insurance or self-insurance coverage throughout each Contract Term. Borrower shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lender at least 10 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lender as a loss payee and additional insured.

**18. Advances.** In the event Borrower shall fail to keep the Equipment in good repair and working order, Lender may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lender shall constitute additional rent for the then current Original Term or Renewal Term and Borrower agrees to pay such amounts so advanced by Lender with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

**19. Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Borrower and Lender will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Borrower shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Borrower.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Borrower for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Borrower shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lender's interest in the Equipment and in any other Equipment listed in the same Contract. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lender's interest in the Equipment and such other Equipment shall be retained by Borrower. If Borrower shall make any payments pursuant to this Section, Borrower shall not be entitled to any reimbursement therefor from Lender nor shall Borrower be entitled to any diminution of the amounts payable under Section 9.

**20. DISCLAIMER OF WARRANTIES.** LENDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND BORROWER ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR BORROWER'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

**21. Vendor's Warranties.** Lender hereby irrevocably appoints Borrower as its agent and attorney-in-fact during each Contract Term, so long as Borrower shall not be in default under the related Contract, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lender may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lender purchased or is purchasing such Equipment. Borrower's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights or obligations of Lender with respect to any Contract, including the right to receive full and timely payments under a Contract. Borrower expressly acknowledges that Lender makes, and has made no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

**22. Purchase Option.** Borrower shall have the option to purchase Lender's interest in all of the Equipment listed in any Contract, upon giving written notice to Lender at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Installment Payment dates specified in each Contract, upon payment in full of the Installment Payments then due under such Contract plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in

\*\*\*

# Daimler

## Truck Financial

a Contract, on the day specified in Borrower's notice to Lender of its exercise of the purchase option upon payment in full to Lender of the Installment Payments then due under such Contract plus the then applicable Purchase Price plus accrued interest from the immediately preceding Installment Payment date to such purchase date.

**23. Assignment.** Lender's right, title and interest in and to each Contract, including Installment Payments and any other amounts payable by Borrower thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lender without the necessity of obtaining the consent of Borrower. During the term of this Agreement, Borrower shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. For this purpose, Borrower appoints Lender to act as its registration agent, which appointment Lender hereby accepts. Lender agrees on Borrower's behalf to maintain such record of all assignments. Borrower agrees to execute all documents that may be reasonably requested by Lender or any assignee to protect its interests and property assigned pursuant to this Section. Borrower shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Borrower may have against Lender or Vendor. Assignments may include without limitation assignment of all of Lender's security interest in and to the Equipment listed in a particular Contract and all rights in, to and under the Contract related to such Equipment. Borrower hereby agrees that Lender may, without notice to Borrower, sell, dispose of, or assign this Agreement or any particular Contract or Contracts through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Contract or Contracts, or in the Equipment listed in or the Installment Payments under a particular Contract or Contracts.

None of Borrower's right, title and interest in, to and under any Contract or any portion of the Equipment listed in each Contract may be assigned, subleased, or encumbered by Borrower for any reason without obtaining prior written consent of Lender.

**24. Events of Default.** Any of the following events shall constitute an "Event of Default" under a Contract: (a) failure by Borrower to pay any Installment Payment or other payment required to be paid under a Contract at the time specified therein; (b) failure by Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Borrower by Lender; (c) any statement, representation or warranty made by Borrower in or pursuant to any Contract shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Borrower institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Borrower or any of its property.

**25. Remedies on Default.** Whenever any Event of Default exists, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Borrower, Lender may declare all Installment Payments payable by Borrower pursuant to such Contract and other amounts payable by Borrower under such Contract to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Contract Term under such Contract, Lender may enter the premises where the Equipment listed in such Contract is located and retake possession of such Equipment or require Borrower at Borrower's expense to promptly return any or all of such Equipment to the possession of Lender at such place within the United States as Lender shall specify, and sell or finance such Equipment or, for the account of Borrower, sublease such Equipment, continuing to hold Borrower liable for the difference between (i) the Installment Payments payable by Borrower pursuant to such Contract and other amounts related to such Contract of the Equipment listed therein that are payable by Borrower to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lender in exercising its remedies under such Contract,

including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Borrower of any other liabilities under any other Contract or the Equipment listed therein; and (c) Lender may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Contract or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Contract (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Contract, Equipment listed in such Contract or rights thereunder, then to amounts due pursuant to such Contract and other amounts related to such Contract or such Equipment; or (ii) if such remedy is exercised with respect to more than one Contract, Equipment listed in more than one Contract or rights under more than one Contract, then to amounts due pursuant to such Contracts pro-rata.

**26. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Contract now or hereafter existing at law or in equity.

**27. Notices.** All notices or other communications under any Contract shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Borrower.

**28. Release and Indemnification.** To the extent permitted by State law, and subject to Section 7, Borrower shall indemnify, release, protect, hold harmless, save and keep harmless Lender from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Contract, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Contract. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Contracts or the termination of the Contract Term under all Contracts for any reason.

**29. Miscellaneous Provisions.** Each Contract shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective successors and assigns. References herein to "Lender" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Contract may be amended by mutual written consent of Lender and Borrower. Each Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Contract. This Agreement and each Contract shall be governed by and construed in accordance with the laws of the State.

**30. Waiver of Jury Trial.** Borrower expressly waives any and all right to a jury trial in any dispute regarding or arising out of this Agreement.

IN WITNESS WHEREOF, Lender and Borrower have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LENDER)  
Mercedes-Benz Financial Services USA LLC  
13650 Heritage Parkway  
Fort Worth, TX 76177

(BORROWER)  
Fountain Valley School District  
10055 Slater Ave  
Fountain Valley, CA 92708

Attest:

By **X** \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By **X** \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By **X** \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\*\*\*

## EXHIBIT C

(To be put on Attorney's Letterhead)

Mercedes-Benz Financial Services USA LLC  
155 E. Broad St., B4-B230-05-7  
Columbus, OH 43215

Re: Schedule of Property No. 142819000, dated April 27, 2011, to Master Installment Purchase Agreement dated as of April 27, 2011, between Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns, as Lender, and Fountain Valley School District, as Borrower.

Ladies and Gentlemen:

As legal counsel to Fountain Valley School District, (the "Borrower"), I have examined (a) an executed counterpart of a certain Master Installment Purchase Agreement, dated as of April 27, 2011, and Exhibits thereto by and between Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns (the "Lender") and Borrower, (the "Agreement") and an executed counterpart of Schedule of Property No. 142819000, dated April 27, 2011, by and between Lender and Borrower (the "Schedule"), which, among other things, provides for the financing of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Borrower which, among other things, authorize Borrower to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Installment Payment Schedule attached to the Schedule are herein referred to collectively as the "Contract".

In rendering this opinion, we have assumed without inquiry:

- (a) The authenticity of all documents submitted to us as copies of the originals, and the conformity of such copies to the originals as they are finally executed and delivered by Borrower and Lender;
- (b) That the Contract has been or will be duly authorized, executed and delivered by Lender;
- (c) That the Contract constitutes valid, legal and binding obligations of Lender enforceable against Lender in accordance with its terms; and
- (d) That the Contract accurately describes and contains the mutual understandings of the parties, and that there are not oral or written statements or agreements that modify, amend or vary, or purport to modify, amend or vary, any of the terms thereof.

Based on the foregoing, I am of the following opinion:

- (1) Borrower is a public body corporate and politic, duly organized and existing under the laws of the State, or has a substantial amount of one the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, or (c) police power;
- (2) The name of the Borrower contained in the Contract is the correct legal name of the Borrower;

- (3) Borrower has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract;
- (4) The Contract has been duly authorized, approved, executed, and delivered by and on behalf of Borrower and the Contract is a legal, valid and binding obligation of Borrower enforceable in accordance with its terms, subject to (i) all applicable bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other similar laws; (ii) the qualification that certain waivers, restrictions and remedies provided for in this Contract, including without limitation certain indemnification obligations, may be wholly or partially unenforceable under California law; and (iii) general principles of equity.
- (5) The authorization, approval, execution, and delivery of the Contract and all other proceedings of Borrower relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state laws; and
- (6) To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Contract or the security interest of Lender or its assigns, as the case may be, in the Equipment thereunder.

All of the opinions set forth above are also subject to the following qualifications, limitations and exceptions:

- (a) The opinions expressed herein are limited to matters governed by the laws of the State of California. No opinion is expressed regarding the laws of any other jurisdiction.
- (b) The opinions expressed herein are based upon the law in effect on the date hereof, and we assume no obligation to revise or supplement them if the law is changed by legislative action, judicial decision or otherwise.

All capitalized terms herein shall have the same meanings as in the Contract unless otherwise provided herein. Lender, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Installment Payments, are entitled to rely on this opinion.

Printed Name \_\_\_\_\_

Signature **X** \_\_\_\_\_

# EXHIBIT A

## SCHEDULE OF PROPERTY NO. 142819000

RE: MASTER INSTALLMENT PURCHASE AGREEMENT entered into as of April 27, 2011, ("Agreement"), between Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns ("Lender") and Fountain Valley School District ("Borrower"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

The following items of Equipment are hereby included under this Schedule to the Agreement.

**Ninety five percent of the financing costs are being used to acquire assets that will be capitalized.**

DESCRIPTION OF EQUIPMENT			
Quantity	Description	Model No.	Serial No.
1	2012 Thomas HDX School Bus		1T7YLAF24C1146462

Borrower hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Installment Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Borrower hereby designates the Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Borrower and all subordinate entities thereof during the calendar year in which the Schedule is executed is not reasonably expected to exceed \$30,000,000. Borrower and all subordinate entities thereof will not issue in excess of \$30,000,000 of tax-exempt obligations (including the Schedule but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lender that the designation of the Schedule as a "qualified tax-exempt obligation" will not be adversely affected. The aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Borrower and all subordinate entities thereof during the calendar year in which this Schedule is executed is not reasonably expected to exceed \$5,000,000. Borrower and all subordinate entities thereof will not issue in excess of \$5,000,000 of tax-exempt obligations (including the Schedule but excluding private activity bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lender that the excludability of the interest under the Schedule from gross income for federal income tax purposes will not be adversely affected.

Dated: \_\_\_\_\_

Borrower: Fountain Valley School District

Lender: Mercedes-Benz Financial Services USA LLC

By **X** \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## EXHIBIT A-1

### INSTALLMENT PAYMENT SCHEDULE

Due Date	Payment Amount	Interest	Principal	Purchase Price
4/27/2012	32,558.04	5,861.94	26,696.10	120,404.01
4/27/2013	32,558.04	4,780.75	27,777.29	92,071.18
4/27/2014	32,558.04	3,655.77	28,902.27	62,590.86
4/27/2015	32,558.04	2,485.22	30,072.82	31,916.59
4/27/2016	32,558.04	1,267.27	31,290.77	0.00

COMMENCEMENT DATE: April 27, 2011

Fountain Valley School District

By **X** \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT B

**PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS RELEVANT**

### FINAL ACCEPTANCE CERTIFICATE

Re: Schedule of Property No. 142819000, dated April 27, 2011, to Master Installment Purchase Agreement, dated as of April 27, 2011, between Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns, as Lender, and Fountain Valley School District Borrower, as Borrower.

In accordance with the Master Installment Purchase Agreement (the "Agreement"), the undersigned Borrower hereby certifies and represents to, and agrees with Lender as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Borrower has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Borrower is currently maintaining the insurance coverage required by Section 17 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

BORROWER  
Fountain Valley School District

By **X**: \_\_\_\_\_

Title: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_



## EXHIBIT D

### ACCEPTANCE OF INSTALLMENT PAYMENT OBLIGATION

Re: Schedule of Property No. 142819000, dated April 27, 2011 to Master Installment Purchase Agreement, dated as of April 27, 2011 between Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns, as Lender, and Fountain Valley School District, as Borrower.

In accordance with the Master Installment Purchase Agreement (the "Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Borrower acknowledges that Lender has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Borrower and agreed to by Lender) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Principal Component" of Installment Payments in the Installment Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"); and

Borrower agrees to execute a Payment Request Form, attached to the Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Borrower on the date hereof, Borrower warrants that:

(a) Borrower's obligation to commence Installment Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Borrower will notify Lender of Borrower's final acceptance of the Equipment by delivering to Lender a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an event of nonappropriation under the Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lender's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Installment Payment and other amounts due; and

(d) Regardless of whether Borrower delivers a Final Acceptance Certificate, Borrower shall be obligated to pay all Installment Payments (including principal and interest) as they become due as set forth in Exhibit A-1.

AGREED TO on \_\_\_\_\_

Fountain Valley School District

By **X** \_\_\_\_\_

Title \_\_\_\_\_

**INSURANCE COVERAGE REQUIREMENTS**

LENDER: Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns

BORROWER: Fountain Valley School District

1. In accordance with Section 17 of the Agreement, we have instructed the insurance agent named below:  
**(Please fill in name, address and telephone number).**

_____	Telephone:	(    )
_____	Fax:	(    )
_____	To issue:	(    )

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Mercedes-Benz Financial Services USA LLC and/or its successors, transferees and assigns, as loss payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Mercedes-Benz Financial Services USA LLC and/or its successors, transferees and assigns as Additional Insured.

Minimum Coverage Required:  
\$500,000.00 per person; \$500,000.00 aggregate bodily injury liability; \$100,000.00 property damage liability

**OR**

2. Pursuant to Section 17 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

*Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.*

**PAYMENT INSTRUCTIONS**

Pursuant to the Master Installment Purchase Agreement dated April 27, 2011 (the "Agreement"), Schedule of Property No. 142819000, dated April 27, 2011, between Mercedes-Benz Financial Services USA LLC, and its successors, transferees and assigns (the "Lender") and Fountain Valley School District (the "Borrower"), Borrower hereby acknowledges the obligations to make Installment Payments promptly when due, in accordance with Exhibit A-1 to the Agreement.

**BORROWER NAME:** Fountain Valley School District **TAX ID#:** 95-6001370

**INVOICE MAILING ADDRESS:** \_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_ Phone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_ Phone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone (    ) \_\_\_\_\_ Fax (    ) \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

**Do you have a Purchase Order Number that you would like included on the invoice?** No \_\_\_\_ Yes \_\_\_\_ PO# \_\_\_\_\_

**Do your Purchase order numbers change annually?** No \_\_\_\_ Yes \_\_\_\_ Processing time for new purchase orders: \_\_\_\_\_

BORROWER: Fountain Valley School District

By **X:** \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CERTIFICATE OF SIGNATURE AUTHORITY OF BORROWER

April 12, 2011

Mercedes-Benz Financial Services USA LLC  
155 E. Broad St., B4-B230-05-7  
Columbus, OH 43215

RE: Master Installment Purchase Agreement dated April 27, 2011,  
("Agreement"), by and between Fountain Valley School  
District ("Borrower") and Mercedes-Benz Financial Services  
USA LLC, ("Lender").

Dear Mercedes-Benz Financial Services USA LLC,

I, the undersigned, do hereby certify

(i) that \_\_\_\_\_  
(name of person who signed the documents)

the officer of Borrower who executed the foregoing Agreement on behalf of Borrower and  
whose genuine signature appears thereon, is the duly qualified and acting officer of Borrower  
as stated beneath his or her signature and has been authorized to execute the foregoing  
Agreement on behalf of Borrower, and

(ii) that the budget year of Borrower is from \_\_\_\_\_ to  
\_\_\_\_\_

Sincerely,

By **X**: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

---

**\*\*\*PLEASE READ: The Certificate of Signature Authority of Borrower should be executed by an authorized individual confirming the executioner of the remaining documents is authorized. This document cannot be signed by the person signing the contract documents.**

# WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

## CONFIDENTIAL MEMO

To: FVSD Board Members

From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education

Date: May 26, 2011

Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 09, 2011

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
215809-1546	Cornerstone Therapies	1,000.00	2011-07-01 to 2012-06-30
191503-1547	Cornerstone Therapies	300.00	2011-07-01 to 2012-06-30
756126-1548	Cornerstone Therapies	2,550.00	2011-07-01 to 2012-06-30
605232-1549	Cornerstone Therapies	1,700.00	2011-07-01 to 2012-06-30
269621-1550	Cornerstone Therapies	3,500.00	2011-07-01 to 2012-06-30
194632-1551	Cornerstone Therapies	1,000.00	2011-07-01 to 2012-06-30
367538-1552	Cornerstone Therapies	5,500.00	2011-07-01 to 2012-06-30

Approved by the FVSD Board of Trustees  
June 09, 2011

---

Marc Ecker, Ph.D.  
Superintendent

# WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

## CONFIDENTIAL MEMO

To: FVSD Board Members

From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education

Date: May 26, 2011

Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 09, 2011

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
331241-1553	Cornerstone Therapies	500.00	2011-07-01 to 2012-06-30
706384-1554	Cornerstone Therapies	7,000.00	2011-07-01 to 2012-06-30
194166-1555	Cornerstone Therapies	3,600.00	2011-07-01 to 2012-06-30
277151-1556	Cornerstone Therapies	700.00	2011-07-01 to 2012-06-30
709751-1557	Cornerstone Therapies	3,700.00	2011-07-01 to 2012-06-30
277152-1559	Cornerstone Therapies	3,000.00	2011-07-01 to 2012-06-30
194608-1560	Speech and Language Pathology Services	9,020.00	2011-07-01 to 2012-06-30

Approved by the FVSD Board of Trustees  
June 09, 2011

---

Marc Ecker, Ph.D.  
Superintendent

# WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

## CONFIDENTIAL MEMO

To: FVSD Board Members

From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education

Date: May 26, 2011

Subject: **Non-Public Agency Contracts**

Board Meeting Date: June 09, 2011

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
192102-1561	SKY Pediatric Therapy	8,100.00	2011-07-01 to 2012-06-30
337039-1562	Cornerstone Therapies	5,550.00	2011-07-01 to 2012-06-30
219985-1563	Lindamood-Bell Learning Processes	10,146.00	July 01, 2011 to September 01, 2011

Approved by the FVSD Board of Trustees  
June 09, 2011

---

Marc Ecker, Ph.D.  
Superintendent

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 215809-1546 DOB

Address:  Last, First Middle :

Street  City  Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Unknown

If LCI, indicate number:

## CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	10.00	1,000.00
1x60min/mo					

Maximum Total Related Services Costs (B) 1,000.00

Maximum Total Basic Education and Related Services Costs (A + B)

Maximum Per Diem for Basic Education

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON





**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01  
and terminates on 5:00 p.m. on: 2012-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760 714-962-5961  
(Telephone Number) (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-26-11 Local Education Agency: Fountain Valley School District  
Nonpublic School/Agency: Cornerstone Therapies  
Pupil Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Last, First Middle : \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City Zip  
Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
(K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City Zip

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	30.00	2,550.00
1x45min/wk					

Maximum Total Related Services Costs (B) 2,550.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

(Contracting Officer's Signature)

Date

(Type Name and Title)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

Fountain Valley School District

(Name of School District)

(Signature)

Date

Marc Ecker, Ph.D.

(Type Name of Superintendent)

APPROVED BY THE GOVERNING BOARD ON



**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01  
and terminates on 5:00 p.m. on: 2012-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) Date

\_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.  
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760 714-962-5961  
(Telephone Number) (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 194632-1551 DOB: \_\_\_\_\_

\_\_\_\_\_  
Last, First Middle :

Address: \_\_\_\_\_

\_\_\_\_\_  
Street City Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number: \_\_\_\_\_

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	5.00	500.00
5x60min/yr					
2. Occupational Therapy - Consultation	NPA	60.00 Minutes	100.00	5.00	500.00
5x60min/yr					

Maximum Total Related Services Costs (B) 1,000.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 367538-1552 DOB: \_\_\_\_\_

Last, First Middle :

Address: \_\_\_\_\_

Street City Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:

**CONTRACT TERMS:**

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

**A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):**

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	60.00	5,100.00
3x30min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	4.00	400.00
4 x 60min/yr					

Maximum Total Related Services Costs (B)	5,500.00
--	----------

Maximum Total Basic Education and Related Services Costs (A + B)	
--	--

Maximum Per Diem for Basic Education	
--------------------------------------	--

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON



## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 706384-1554 DOB                     

                     :                     

Address:                                                               

Street City Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:                     

## CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	2.00	200.00
4x30min/yr					
2. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	80.00	6,800.00
2x60min/wk					

Maximum Total Related Services Costs (B) 7,000.00

Maximum Total Basic Education and Related Services Costs (A + B)                     

Maximum Per Diem for Basic Education

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

(Contracting Officer's Signature)

Date

(Type Name and Title)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

Fountain Valley School District

(Name of School District)

(Signature)

Date

Marc Ecker, Ph.D.

(Type Name of Superintendent)

APPROVED BY THE GOVERNING BOARD ON



## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 194166-1555 DOB

Last, First Middle :

Address:  Street  City  Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:

## CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	40.00	3,400.00
1x60min/wk					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	2.00	200.00
4x30min/yr					

Maximum Total Related Services Costs (B)	<u>3,600.00</u>
--	-----------------

Maximum Total Basic Education and Related Services Costs (A + B)	<u></u>
--	---------

Maximum Per Diem for Basic Education	<u></u>
--------------------------------------	---------

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School DistrictNonpublic School/Agency: Cornerstone TherapiesPupil Name: 709751-1557 : DOB 7  
Last, First MiddleAddress: Street City ZipResidential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	3.00	300.00
3x60min/yr					
2. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	40.00	3,400.00
1x60min/wk					

Maximum Total Related Services Costs (B) 3,700.00Maximum Total Basic Education and Related Services Costs (A + B)                     Maximum Per Diem for Basic Education

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District  
Nonpublic School/Agency: Cornerstone Therapies  
Pupil Name: 277152-1559 DOB \_\_\_\_\_  
Last, First Middle : \_\_\_\_\_  
Address: \_\_\_\_\_  
Street City Zip  
Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
If LCI, indicate number: \_\_\_\_\_

**CONTRACT TERMS:**

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

**A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):**

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Home	NPA	60.00 Minutes	100.00	30.00	3,000.00
1x45min/mo					

Maximum Total Related Services Costs (B) 3,000.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Speech and Language Pathology Services  
 Pupil Name: 194608-1560 DOB .1  
 Last, First Middle :  
 Address: \_\_\_\_\_  
 Street City Zip  
 Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 If LCI, indicate number:

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Speech and Language Therapy	NPA	60.00 Minutes	110.00	80.00	8,800.00
2x60min/wk					
2. Speech and Language Consultation	NPA	60.00 Minutes	110.00	2.00	220.00
2x60min/yr					

Maximum Total Related Services Costs (B) 9,020.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech and Language Pathology Services

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

12791 Newport Ave, Suite 101, Tustin, CA 92780

(Address)

714-544-1860

(Telephone Number)

714-730-5372

(FAX Number)

33-0234000

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: SKY Pediatric Therapy

Pupil Name: 192102-1561

DOB

Last, First Middle

Address:

Street

City

Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:

## CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license:
2. The class size for the pupil will not exceed , and/or therapist/pupil ratio will be
3. The length of the instructional program will be per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days

x Per Diem

TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy	NPA	60.00 Minutes	90.00	80.00	7,200.00
2x60min/wk					
1. Physical Therapy - Consult	NPA	60.00 Minutes	90.00	10.00	900.00
1 x60min/mo					

Maximum Total Related Services Costs (B) 8,100.00

Maximum Total Basic Education and Related Services Costs (A + B)

Maximum Per Diem for Basic Education

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

SKY Pediatric Therapy

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

1929 Main Street, #103, Irvine, CA 92614

(Address)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

949-797-9007

(Telephone Number)

949-797-9234

(FAX Number)

33-0723965

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-18-11 Local Education Agency: Fountain Valley School District  
Nonpublic School/Agency: Cornerstone Therapies  
Pupil Name: 337039-1562 DOB 4  
Last, First Middle :  
Address: \_\_\_\_\_  
Street City Zip  
Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
If LCI, indicate number:

**CONTRACT TERMS:**

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

**A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):**

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Clinic	NPA	60.00 Minutes	85.00	30.00	2,550.00
1x45min/wk					
2. Physical Therapy - School	NPA	60.00 Minutes	100.00	30.00	3,000.00
1x45min/wk					

Maximum Total Related Services Costs (B) 5,550.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

(Contracting Officer's Signature)

Date

(Type Name and Title)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

Fountain Valley School District

(Name of School District)

(Signature)

Date

Marc Ecker, Ph.D.

(Type Name of Superintendent)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: July 01, 2011and terminates on 5:00 p.m. on: September 01, 2011

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Lindamood-Bell Learning Processes

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

416 Higuera Street, San Luis Obispo, CA 93401

(Address)

805-541-3836

(Telephone Number)

775-320-7667

(FAX Number)

77-0140920

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



(Education Code 56365 et seq.)

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01

and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 05-26-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 277151-1556 DOB                     

                     Last, First Middle                      :

Address:                                                               

                     Street                      City                      Zip                     

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:                     

## CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

## A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days

x Per Diem

TOTAL BASIC EDUCATION COSTS

## B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - Collab	NPA	60.00 Minutes	100.00	6.00	600.00
6x60min/yr					
2. Physical Therapy - Consultation	NPA	60.00 Minutes	100.00	1.00	100.00
1x60min/yr					

Maximum Total Related Services Costs (B) 700.00Maximum Total Basic Education and Related Services Costs (A + B)                     Maximum Per Diem for Basic Education

## INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2011-07-01and terminates on 5:00 p.m. on: 2012-06-30

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648

(Address)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

714-962-6760

(Telephone Number)

714-962-5961

(FAX Number)

33-0921156

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_