



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

AGENDA

Education Center  
Board Room  
10055 Slater Avenue  
Fountain Valley, CA

June 23, 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

*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.*

**PUBLIC HEARING**

**1. PUBLIC HEARING FOR 2011-12 FINAL BUDGET**

A public hearing shall be held for the purpose of discussing the proposed 2011-12 final budget prior to approval by the Board of Trustees. Public input is welcomed.

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

*Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.*

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

**LEGISLATIVE SESSION**

**2. APPROVAL OF 2011-12 FINAL DISTRICT BUDGET**

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

The 2011-12 District budget represents the results of the Board’s direction of maintaining the current high quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the adoption of the 2011-12 Final Budget.

**3. 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**

- 3-A.** Board Meeting Minutes from June 9<sup>th</sup> regular meeting
- 3-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-C.** Donations
- 3-D.** Warrants
- 3-E.** Purchase Order Listing
- 3-F.** Budget Transfers

### **Consent Items**

- 3-G. BOARD POLICY 3100: FUND BALANCE (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Board Policy 3100 Fund Balance.

- 3-H. BOARD POLICY 5123: PROMOTION/ACCELERATION/RETENTION (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Board Policy and Administrative Regulation 5123: Promotion/Acceleration/Retention.

- 3-I. RESOLUTION 2011-37: MANAGEMENT TEAM WORK YEAR AND SALARY REDUCTION**

Superintendent's Comments: It is recommended that the Board of Trustees approve and adopt Resolution #2011-37 and direct staff to implement the reduction in the 2011-12 work year and salary for all management team members. It is further recommended that the Board authorize the Superintendent or his designee to sign all documents.

- 3-J. AGREEMENT FOR PROFESSIONAL SERVICES WITH BERGMAN & DACEY, INC.**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Agreement for Professional Services with Bergman and Dacey, Inc. through June 30, 2012 and authorize the Superintendent or designee to sign all documents.

- 3-K. LEGAL SERVICES PROVIDED BY BEST BEST & KRIEGER LLP, ATTORNEYS AT LAW**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2011 through June 30, 2012 and authorize the Superintendent or designee to sign all documents.

**3-L. CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS (PART I)**

Superintendent's Comments: It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Part I to the California State Department of Education.

**3-M. EISS GRANT FOR GISLER SCHOOL**

Superintendent's Comments: It is recommended that the Board of Trustees accept the EISS grant funds for Gisler School in the amount of \$50,000 for the period commencing July 1, 2011 and ending on June 30, 2013.

**3-N. EISS GRANT FOR TAMURA SCHOOL**

Superintendent's Comments: It is recommended that the Board of Trustees accept the EISS grant funds for Tamura School in the amount of \$50,000 for the period commencing July 1, 2011 and ending on June 30, 2013.

**3-O. ACCEPTANCE OF AGREEMENT FOR ADMINISTRATOR TRAINING PROGRAM**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Administrator Training Program between the Orange County Superintendent of Schools and the Fountain Valley School District for the period commencing July 1, 2011 and ending on June 30, 2012.

**3-P. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2011 through June 30, 2012 and authorize the Superintendent or designee to sign all documents.

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

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District  
Board of Trustees is on Thursday, July 21, 2011 at 7:00pm.**

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

*Board meeting proceedings are tape recorded.*

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

**NOTICE OF PUBLIC HEARING  
FOUNTAIN VALLEY SCHOOL DISTRICT**

**2011-2012 FOUNTAIN VALLEY SCHOOL DISTRICT BUDGET**

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 23, 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 proposed 2011-2012 Fountain Valley School District budget. The public is invited to give testimony on the proposed budget.

The proposed budget will be available for public inspection between Monday, June 20, 2011, and Thursday, June 23, 2011, 8:30 a.m. to 4:00 p.m., in the School District Board Room.

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

FOUNTAIN VALLEY SCHOOL DISTRICT

By: \_\_\_\_\_  
Dedra Norman, Director  
Fiscal Services  
Business Services Division

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FOUNTAIN VALLEY SCHOOL DISTRICT

**BUSINESS SERVICES DIVISION**

DFS/10-11 - 685

M E M O R A N D U M

TO: Steve McMahon, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director, Fiscal Services  
SUBJECT: **APPROVAL OF 2011-12 FINAL DISTRICT BUDGET**  
DATE: June 03, 2011

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**BACKGROUND**

The enclosed budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner.

All required reserves are maintained; all funds will end with a positive ending balance and the budget meets State standards and criteria.

Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

**RECOMMENDATION**

After review, it is recommended that the Board approve the 2011-12 Final Budget.



PLEASE NOTE:

A copy of the **2011-12 Final Budget**  
for the Fountain Valley School District  
is available for review at the District Office.

Please contact the Superintendent's office at 714.843.3255.



Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**June 9, 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

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

**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.
- 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.

Dr. Ecker led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE  
CLOSED SESSION  
ANNOUNCEMENT

Mrs. Edwards made the following Closed Session announcements:

*In closed the Board of Trustees took action to approve the release from Temporary Certificated employment, effective June 17, 2011 for employees ID# 2829 and ID#3009.*

*In closed session, the Board of Trustees took action to ratify the following appointments:*

*Abby Bickford to the position of Director Support Services*

*Jennifer Perkins to the position of principal at Fulton Middle School*

*Joyce Buehler to the position of principal at Gisler School*

*Chris Christensen to the position of principal at Courreges School*

*Patrick Ham to the position of principal at Cox School*

*Erik Miller to the position of principal at Oka School*

Mrs. Edwards announced that the Board would take a 5 minute recess to allow everyone to congratulate these educators on their new roles.

The meeting resumed at 7:18pm.

**SPECIAL PRESENTATIONS**

The Community Advisory Committee 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" honored approximately 28 individuals (Special Education Teachers and General Education Teachers, Instructional Aides, Bus Drivers, and a Student) this evening for their contributions to our Special Education students and program this year. Cathie Abdel and Lisa Moloney were present to honor these individuals who were nominated by teachers, parents and staff members.

EXCELLENCE IN  
SPECIAL EDUCATION:  
RECOGNITION OF  
SPECIAL EDUCATION  
PERSONNEL BY THE  
COMMUNITY  
ADVISORY COMMITTEE

The Fountain Valley Educational Foundation awarded over \$14,000 in teacher grants for various instructional materials. The grants were presented to 32 teacher recipients this evening by

PRESENTATION OF  
2011-12 EDUCATIONAL  
FOUNDATION TEACHER

Foundation President Carla Neeld, Executive Director Joanne Lew and members of the Foundation Executive Board.

**GRANTS**

In June 2011, the District is losing three exceptional managers to retirement. These three outstanding educators were 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. President Judy Edwards thanked each for their service to the children of the District and their dedication to teaching and learning.

RECOGNITION OF  
RETIRING  
ADMINISTRATORS  
DEPUTY  
SUPERINTENDENT  
ROSEMARY EADIE,  
DIRECTOR  
TECHNOLOGY/INSTRUC  
TION PAT MINNESANG  
AND COORDINATOR  
SCIENCE WORKS SUSIE  
CRANDALL

**PUBLIC HEARING**

A public hearing was held for the purpose of discussing the district exercising its transfer authority regarding Tier III Program funds. There were no request to address the board and the hearing was closed.

TIER III CATEGORICAL  
FLEXIBILITY  
TRANSFERS PUBLIC  
HEARING

**STAFF REPORTS AND NOTICES**

Assistant Superintendent, Business Steve McMahon provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District. He noted that trends in the State economy are showing that State revenue is increasing while consumers are saving more with their confidence improving to “warily optimistic”. He noted major improvement in projected statewide income and expenses although the median home price is down from this same time last year and single family home sales in March are down compared to last year as well. He noted that unemployment is at about 9%, although has been decreasing over the last three months. The State’s revenues look as if they will exceed its expenses both this year and next and the legislature is dealing with the \$25 billion shortfall, finally. The proposed State budget does provide flat funding, no COLA and increases the deficit factor from 17.963% to 19.754%. Categorical flexibility, CSR flexibility and a shorter school year are allowed for two additional years. Currently, deferrals may be increased if temporary taxes are not continued. Whether they will be continued is currently

BUDGET UPDATE (ORAL  
AND WRITTEN)

unknown and will have to wait until the Legislature votes on the State budget, planned for early next week. The District budget will be brought to the Board for approval on June 23<sup>rd</sup>.

## **BOARD REPORTS AND COMMUNICATIONS**

Mr. Templin enjoyed the final ACE meeting for the year as well as participated on the committee for the Fountain Valley Triathlon, held over Memorial Day weekend. He noted that he has been keeping up on the school closure committee and their progress and has received numerous emails on the topic. He noted that it is a difficult situation and he appreciates the emails being sent.

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Allcorn enjoyed the Rotary Teacher Recognition breakfast as well as the FVEA/District Retirement luncheon. She noted that both events were wonderful. She also enjoyed the performance of our middle school singers at Disneyland and their performance with the Baron choir. She attended the district track meet at Fulton as well as the 5<sup>th</sup> Grade Personal Growth presentation. She noted that the presentation had a great turn out and was well done by Nurses Anne Roby and Leslie Dootson. She also commended the Fulton parking safety committee for the amazing job they did controlling traffic at the site.

Mr. Collins also enjoyed the FVEA/District Retirement luncheon, noting that it is bittersweet to see such wonderful educators with 387 some years of service go but that he does wish them well. He also enjoyed the Gisler carnival and Mrs. Eadie retirement, noting that he will miss her a lot. And he enjoyed Summerfest this past weekend, noting what a wonderful community event this was with so many groups involved. He also noted that the Personal Growth presentation packet was very well done and commended Mrs. Roby on her efforts.

Mrs. Crandall congratulated the principals on their new assignments and wished them great success in their new roles. She was pleased to see the CAC recognition this evening, noting that excellent care comes from a select group. She also noted her appreciation for the Foundation and commended their fundraising efforts. She noted that many teachers cut their teeth on Foundation grants and from these gain the confidence to write other grants, all

making a great impact on the class and our students. She congratulated Mrs. Eadie, Mrs. Crandall and Mrs. Minnesang on their retirements noting that they will be missed. She enjoyed the Mayor's Breakfast as well as participated on the Summerfest volunteer committee and noted the great number of PT units raising money there this last weekend. She also enjoyed the FVEA/District Retirement luncheon as well as the Classified Employee Recognition Night and the Rotary Teacher Recognition. She enjoyed the Courreges Kindergarten performance as well as putting on three Parent Volunteer Academy trainings. She attended the FVEF meeting and dinner where the new Executive Board was installed and she also participated in the FV Educational Committee meeting where a database of speakers for teacher use is being developed. She attended a Parent Volunteer Academy meeting where the next training was scheduled for September 7<sup>th</sup> and she enjoyed the OCSBA special meeting at the OCDE with a presentation by Ron Bennett.

Mrs. Edwards enjoyed many of the same events in addition to the CSBA Delegate Assembly in Sacramento.

**PUBLIC COMMENTS**

Prior to public comments, Mrs. Edwards noted that for those wanting make comments on school closures, the board does take this very seriously. None of it has been taken lightly and each member of the board cares for the well being of each student in the district. She reminded the audience that this is the opportunity for the board to hear the public although not to respond, as that would be done after the meeting.

**PUBLIC COMMENTS**

There were two requests to address the board. The CSEA Chapter #358 president addressed the board regarding district employee salaries. A Moiola parent addressed the board regarding school closure.

**LEGISLATIVE SESSION**

**Motion:** Mrs. Allcorn moved to approve the Public Disclosure of Collective Bargaining Agreement.

**Second:** Mr. Templin

**Vote:** 5-0

**PUBLIC DISCLOSURE  
OF COLLECTIVE  
BARGAINING  
AGREEMENT**

**Motion:** Mr. Collins moved to approve Ratification of the Temporary Agreement between CSEA Chapter #358 and the Fountain Valley School District.

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

Second: Mrs. Crandall

Mrs. Crandall noted her appreciation for CSEA and their ratification of the agreement and their willingness to accept the current circumstances and being so accommodating. Mrs. Edwards noted that all of the board appreciates this.

Vote: 5-0

**Motion:** Mrs. Allcorn moved to approve the Declaration of Need.

DECLARATION OF  
NEED

Second: Mr. Collins

Vote: 5-0

**Motion:** Mrs. Crandall moved to adopt Resolution 2011-36: Reserving the Right to Negotiate a Reduction in Salaries

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

Second: Mr. Templin

Mrs. Crandall noted her hope that based on the report from Mr. McMahon this evening that the District will not have to act on this.

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve Board Policy 3100: Fund Balance for first reading.

BOARD POLICY 3100:  
FUND BALANCE  
(FIRST READING)

Second: Mrs. Allcorn

Mr. McMahon explained that these funds stay in the general fund but that they must now be earmarked a different way. This is the same fund but now with new terminology. Mrs. Crandall noted her understanding that this is not just in our district but across the state.

Vote: 5-0

**Motion:** Mr. Collins moved to approve the Notice of Layoff for Classified Positions. **NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS**

Second: Mrs. Allcorn

Mrs. Allcorn noted that this is a difficult cut. Mrs. Edwards agreed noting her hope that soon there will be more money.

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve Board Policy 5123: Promotion/Acceleration/Retention for first reading. **BOARD POLICY 5123: PROMOTION/ACCELERATION/RETENTION (FIRST READING)**

Second: Mr. Collins

Mrs. Crandall noted her liking of how the policy was done and the alignment with DIEBELS. She noted that extraneous wording was pulled out to make the policy more consistent and that it is very well done.

Vote: 5-0

Mrs. Edwards moved that item 13N: Approve Agreement with Mercedes-Benz Financial Services, LLC be pulled for separate vote. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

**Motion:** Mrs. Allcorn moved to approve the Consent Calendar/Routine Items of Business with the exception of item 13N.

Second: Mr. Templin

Vote: 5-0

**Motion:** Mr. Templin moved to postpone item 13N: Approve Agreement with Mercedes-Benz Financial Services, LLC. until the June 23<sup>rd</sup> Board Meeting.

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from May 5<sup>th</sup> regular meeting

- Personnel Items
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers
- Approval of Document Tracking Services as SARC Consultant
- Approval of CSM, Inc. as E-Rate Consultant
- Approval of Acceptance of Memorandum Of Understanding with Fullerton School District and Laguna Beach Unified School District for Refurbishing Science Kits for 2011-12
- Approval of Rejection of Claim 449733
- Adoption of Resolution 2011-34: Closure of Special Reserve Fund (17)
- Adoption of Resolution 2011-35: Tier III Categorical Program Flexibility Transfers
- Approval of Student Accident Insurance
- Non-Public Agency Contracts

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 & Lang. Patho. 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 Proc.	\$10,146	7/1/11 to 9/1/11

**NEW ITEMS OF BUSINESS**

Mrs. Allcorn      Noted that she will not be at the June 23<sup>rd</sup> meeting as she will be in Washington, D.C. with a group of our Fulton students.

Mrs. Crandall      Expressed her interest in seeing the Board recognize the members of the Foundation’s Executive Board prior to the transition of the new officers. The Board agreed that this would be scheduled for a future meeting.



- Dr. Ecker            Thanked Mrs. Neeld and Mrs. Lew for their presentation this evening and commended the Foundation on the many hours put in to raise this money for the teachers. He noted that they often don't get enough credit for all that they do for the performing arts and science in our schools.
- Dr. Ecker            Noted Mr. McCombs attendance this evening and how wonderful it is to see him back.
- Dr. Ecker            Welcomed Ms. Silavs to another meeting and thanked her for giving up her time to attend tonight.
- Dr. Ecker            Thanked Mr. Headland-Wauson and Mr. Eldridge for their leadership of our bargaining units. He noted that over these years of crisis they have both worked closely with the District and it has been a pleasure to have people that have been willing to work with the District. He noted his appreciation for their leadership and that of their executive boards.
- Dr. Ecker            Congratulated those educators on their new positions announced tonight. He noted that it is wonderful to welcome them here.
- Dr. Ecker            Congratulated Mrs. Crandall on the wonderful job she did with ScienceWorks and wished her a wonderful retirement. He thanked her for all of her contributions to the district throughout her career here.
- Dr. Ecker            Noted that Mrs. Eadie will be greatly missed and for him personally, he will miss their collaborative friendship. He wished her a wonderful retirement.
- Dr. Ecker            Noted his appreciation for Mrs. Edwards' comments regarding the sensitivity of the school closure and boundary study and noted the Monday evening Town Hall meeting at Moiola School. He welcomed discussions of concerns and noted that management will do what they can to shed light on why the Board

has opted to adopt a study on district efficiency. He noted that closing a school is very difficult and he welcomed those with comments to share them. He noted his appreciation of Mrs. Smith's comments this evening and commended Mr. McMahon for his facilitation and organization of the committee noting that it is not an easy task.

**ADJOURNMENT**

**Motion:** Mr. Collins moved to adjourn the meeting at 8:55pm.

**Second:** Mrs. Allcorn

**Vote:** Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
June 23, 2011**

**1.0 EMPLOYMENT FUNCTIONS:**

**1.1 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING EXTENDED SCHOOL YEAR PROGRAM CERTIFICATED EMPLOYEES AT NEWLAND SCHOOL FROM 06/27/11 – 07/22/11**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>
1.1.1	Ferri, Laurie	Psychologist	PSY/A/F
1.1.2	Carter, Robin	Speech/Language	III/05 – III/06
1.1.3	Woo, Candise	Speech/Language (9 days, 6/27-7/08)	III/07 – III/08
1.1.4	Skruch, Debbie	Speech/Language (10 days, 7/11-7/22)	III/17 – III/18
1.1.5	Summerhays, Jill	Adapted P.E.	III/11 – III/12
1.1.6	Farnum, Debra	School Nurse	III/12
1.1.7	White, Melissa	Preschool/Autism	III/03 – III/04
1.1.8	Hunt, Ashley	PRE/K (9 days, 6/27-7/08)	II/04 – II/05
1.1.9	Couvertier, Michelle	PRE/K (10 days, 7/11-7/22)	III/08 – III/09
1.1.10	Liccardo, Dana	1 <sup>st</sup> -2 <sup>nd</sup> Grades	III/14 – III/15
1.1.11	Epling, Lara	1 <sup>st</sup> -2 <sup>nd</sup> Grades	III/12
1.1.12	Dennis, Danielle	3 <sup>rd</sup> – 5 <sup>th</sup> Grades (9 days, 6/27-7/08)	II/08 – II/09
1.1.13	McKeown, Jinny	3 <sup>rd</sup> – 5 <sup>th</sup> Grades (10 days, 7/11-7/22)	III/24
1.1.14	Parra, Gayle	5 <sup>th</sup> – 7 <sup>th</sup> Grades (Moderate/Severe)	II/15
1.1.15	Ploski, Matt	5 <sup>th</sup> – 7 <sup>th</sup> Grades (Math)	III/05 – III/06
1.1.16	Periolat, Angela	5 <sup>th</sup> – 7 <sup>th</sup> Grade (Language/Reading)	II/05 – II/06

**1.2 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE NEW JOB DESCRIPTION THE FOR PROGRAM SPECIALIST (attachment A)**

**1.3 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE EMPLOYMENT CONTRACT FOR NEW ASSISTANT SUPERINTENDENT, CURRICULUM and INSTRUCTION, ANNE SILAVS, EFFECTIVE JULY 1, 2011**

**1.4 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE PROMOTIONS and TRANFERS OF THE FOLLOWING CERTIFICATED MANAGERS:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Abdel, Cathie	Executive Director, Personnel	District Office	July 1, 2011
1.1.2	Hoefler, Julianne	Director, Assessment & Accountability	District Office	July 1, 2011
1.1.3	Bickford, Abby	Director, Support Services	District Office	July 1, 2011
1.1.4	Perkins, Jennifer	Principal	Fulton Middle School	August 3, 2011
1.1.5	Ham, Patrick	Principal	Cox School	August 3, 2011
1.1.6	Miller, Erick	Principal	Oka School	August 3, 2011
1.1.7	Buehler, Joyce	Principal	Gisler School	August 3, 2011
1.1.8	Christensen, Chris	Principal	Courreges School	August 3, 2011

**2.0 EMPLOYMENT FUNCTIONS:**

**2.1 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE REEMPLOYMENT OF CLASSIFIED EMPLOYEE INOCENTE MACARIO, CUSTODIAN AT PLAVAN/NEWLAND SCHOOLS. EFFECTIVE 5/19/2011.**

**2.2 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM EXTENDED SCHOOL YEAR PROGRAM CLASSIFIED EMPLOYEES AT NEWLAND SCHOOL, FROM 6/27/11 – 7/22/11:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>		<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>
2.2.1	Kaufman, Kitty	School Admin. Asst.	2.2.21	DiCorpo, Louise	I.A. DTT
2.2.2	Mandzik, Susan	I.A. Special Ed.	2.2.22	Skaar, Betsy	I.A. DTT
2.2.3	Wagoner, Cynthia	I.A. Special Ed.	2.2.23	Musacchio, Kathleen	I.A. DTT
2.2.4	McWhorter, Robin	I.A. SH/PH	2.2.24	Cowper, Katie	I.A. DTT
2.2.5	Pires, Mary	I.A. SH/PH	2.2.25	Talley, Jeremy	I.A. DTT
2.2.6	Lloyd, Vicki	I.A. SH/PH	2.2.26	Curoso, Sheree	I.A. DTT
2.2.7	Agbulos, Dayna	I.A. SH/PH	2.2.27	Segura, Jetzabel	I.A. DTT
2.2.8	Kaplan, Rochelle	I.A. SH/PH	2.2.28	Nielsen, Candace	I.A. DTT
2.2.9	Garrison, Rachel	I.A. SH/PH	2.2.29	Plemons, Lori	I.A. DTT
2.2.10	White, Sandra	I.A. SH/PH	2.2.30	Walker, Sherri	I.A. DTT
2.2.11	Kreger, Teresa	I.A. SH/PH	2.2.31	Daniels, Spencer	I.A. DTT
2.2.12	Lammers, Amy	I.A. SH/PH	2.2.32	Gonzalez, Gus	I.A. DTT
2.2.13	Clouthier, David	I.A. SH/PH	2.2.33	Alt-Munsell, Kathleen	I.A. DTT
2.2.14	Cowper, David	I.A. SH/PH	2.2.34	Cardenalli, Kelly	I.A. DTT
2.2.15	Marsey, Roberta	I.A. SH/PH	2.2.35	Valdez, Taylor	I.A. DTT
2.2.16	Garcia, Debbie	Lead DTT	2.2.36	Perkins, Robin	I.A. DTT
2.2.17	Aguinaga, Bonnie	Lead DTT	2.2.37	Gonzalez, Danielle	I.A. DTT
2.2.18	Birch, Beth	I.A. DTT	2.2.38	Reither, Marie	I.A. DTT
2.2.19	Tsunawaki, Julie	SLPA	2.2.39	Torres-Carpenter, Bonnie	SLPA
2.2.20	Ramirez, Claudia	FSW	2.2.40	York, James	Custodian

**2.3 DEPUTY SUPERINTENDENT REQUEST APPROVAL OF THE FOLLOWING LIMITED TERM AUGUST MAINTENANCE PROGRAM CLASSIFIED EMPLOYEES AT NEWLAND SCHOOL FROM 8/1/11 – 8/18/11 AS INSTRUCTIONAL ASSISTANTS - DTT:**

	<b><u>EMPLOYEE</u></b>		<b><u>EMPLOYEE</u></b>
2.3.1	Hyde, Timothy	2.3.6	Skaar, Betsy
2.3.2	Campo, Michael	2.3.7	Musacchio, Kathleen
2.3.3	Tinawin, Josephine	2.3.8	White, Sandra
2.3.4	DiCorpo, Louise	2.3.9	Cardenalli, Kelly
2.3.5	Gonzalez, Danielle	2.3.10	Reither, Marie

**2.4 DEPUTY SUPERINTENDENT REQUEST APPROVAL OF THE FOLLOWING 2011 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS RECREATION LEADERS:**

	<b><u>EMPLOYEE</u></b>	<b><u>LOCATION</u></b>	<b><u>TERM</u></b>
2.4.1	Arrelano, Darlean	Courreges	6/20 – 8/19
2.4.2	Wagoner, Sara	Courreges	6/20 – 8/19
2.4.3	Bradford, Sharon	Courreges	6/20 – 8/19
2.4.4	Bowers, Maria	Courreges	6/20 – 8/19
2.4.5	Covington, Tiffany	Courreges	6/20 – 8/19
2.4.6	Hopkins, Debbie	Courreges	6/20 – 8/19
2.4.7	Sanchez, Carissa	Courreges	6/20 – 8/19
2.4.8	Loustanau, Lori	Courreges	6/20 – 8/19
2.4.9	Espinoza, Julie	Courreges	6/20 – 8/19
2.4.10	Grabarkewitz, Joy	Courreges	6/20 – 8/19
2.4.11	Godshall, Beverly	Courreges	6/20 – 8/19
2.4.12	Banagas, Julie	Courreges	6/20 – 8/19
2.4.13	Folger, Harmony	Courreges	6/20 – 8/19
2.4.14	Tran, Quynh	Courreges	6/20 – 8/19
2.4.15	Reagan, Nichole	Courreges	6/20 – 8/19
2.4.16	Burns, Kira	Cox	6/20 – 8/19
2.4.17	Cheek, Carol	Cox	6/20 – 8/19
2.4.18	Calvert, Cathy	Cox	6/20 – 8/19
2.4.19	Locken, Kathy	Cox	6/20 – 8/19
2.4.20	Rivera, Karen	Cox	6/20 – 8/19
2.4.21	Larios, Vanessa	Cox	6/20 – 8/19
2.4.22	Kiesel, Jan	Cox	6/20 – 8/19
2.4.23	Russo, Donna	Cox	6/20 – 8/19
2.4.24	Morris, Joan	Cox	6/20 – 8/19
2.4.25	Gustafson, Carla	Cox	6/20 - 8/19
2.4.26	Lamm, Carolyn	Cox	6/20 – 8/19
2.4.27	Baker, Miranda	Cox	6/20 – 8/19

**2.5 DEPUTY SUPERINTENDANT REQUEST APPROVAL OF THE HIRE OF THE FOLLOWING CLASSIFIED EMPLOYEES AS RECREATION COORDINATORS:**

	<b><u>EMPLOYEE</u></b>	<b><u>LOCATION</u></b>	<b><u>START</u></b>
2.5.1	Williams, June	Cox	6/18/11
2.5.2	Ramirez, Connie	Courreges	6/18/11

**2.6 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE, FRANCIS FUJII, IA SH/PH AT PLAVAN SCHOOL, EFFECTIVE 6/16/2011.**

**2.7 DEPUTY SUPERINTENDENT REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVE OF ABSENCE:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>LOCATION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE</u></b>
2.7.1	Ellen Haskin	ESP Instructor	Courreges	Maternity	5/23/2011



## CERTIFICATED MANAGEMENT

## JOB DESCRIPTION

**PROGRAM SPECIALIST****JOB DESCRIPTION**

Under the direction of the Director of Support Services, the Program Specialist plans, coordinates and directs activities regarding Special Education students; insures the implementation of the Individuals with Disabilities Act; may supervise and evaluate School Psychologists.

The Program Specialist provides consultation, coaching, one to one and group presentations, classroom support, and instructional and behavior strategies for general education teachers, special education teachers, administrators, Para educators and parents. The Program Specialist provides leadership to district staff in providing “best practice” in academic and behavioral supports and interventions for students with ASD, Emotional Disturbance, and other disabilities ranging from preschool through eighth grade.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provide leadership and coordination to the District’s Special Education Program preschool through 8<sup>th</sup> grade.
- Provide training and consultation services for teachers, Para educators, administrators and families regarding appropriate academic and behavioral interventions, curriculum, and “best practice” teaching methodology for students with ASD, Emotional Disturbance, and other disabilities.
- Provide assistance to the special education teaching staff in planning, organizing and coordinating staff functions, materials and equipment purchase and use.
- Provide specialized training and consultation in the adaption of curriculum and delivery of services to meet the academic, social and language needs of students served in special education and general education settings.
- Provide training in the development of Positive Behavioral Support Plans and appropriate use of behavioral interventions. Monitor behavioral needs of students and assist IEP teams in conduction Functional Analysis Assessments and developing Positive Behavioral Support/Intervention Plans for students.
- Coordinates the placement process of students recommended for special day classes.
- Assist as Chairperson (administrative designee) or member of an IEP Team, as appropriate, and serve as a resource for IEP teams.
- Develop program plans, supervise and support the implementation of instructional methodology and Applied Behavior Analysis for students with ASD (e.g. Discrete Trial Training, TEACCH, PECS and Verbal Behavior Approach)
- Develop data collection systems, monitor data collection and provide programmatic recommendations based upon results.
- Provides direct services to individuals with exceptional needs on a consultant basis.
- Assists in the selection of new special education staff and placement of special education personnel.
- Monitors special education procedures in compliance with the WOCCE Plan, state and federal laws and District expectations.
- Participates in appropriate committees at the District and SELPA levels.
- May provide general supervision and evaluation of School Psychologists.
- Attend and participate in professional trainings to maintain a high level of skill and knowledge of best practices and methodology.
- Enhances positive communication between parents and District.
- Perform other related duties as assigned.

## **QUALIFICATIONS GUIDE**

### **Knowledge of:**

- California Education Code, IDEA, relevant case law and parent rights related to special education.
- California Content Standards, development of standards-based IEP goals and K-8 curriculum.
- Principles and practices of special education program development and implementation.
- Characteristics and needs of special education students with emphasis on pre-school students, autism and emotional disturbance.
- Curriculum adaptation methodology to support the academic progress of students with significant disabilities who are placed in general education and/or special education classrooms.
- Development of appropriate behavioral support plans and interventions for students with ASD, Emotional Disturbance, and other disabilities.
- Data gathering methodology
- Team building and collaborative group process techniques.
- Basic First Aid
- Correct English usage, grammar, spelling, punctuation and vocabulary.

### **Ability to:**

- Effectively collaborate and communicate with administrators and staff to insure appropriate instructional programs and behavioral supports are in place for special education students.
- Facilitate IEP and other meetings in a professional manner, supporting staff and parents.
- Train general education teachers, special education teachers, paraprofessionals and administrators in appropriate methods to educate students with ASD, Emotional Disturbance, and other disabilities.
- Consult with multidisciplinary teams regarding assessments, developing appropriate IEP goals, planning appropriate academic and behavioral supports and interventions and gathering data regarding student progress.
- Organize and time management skills to meet the demands of the job.

### **Education, Certification and other requirements:**

- Masters degree from an accredited college or university
- California Teaching Credential with Special Education authorization in Moderate/Severe Disabilities or Mild/Moderate Disabilities with Autism Certification, or California Pupil Personnel Credential with School Psychologist authorization.
- California Administrative Services Credential
- Valid California Driver's License and has available private transportation.
- A minimum of five (5) years experience working with special education students.
- Desirable: Board Certified Behavior Analyst
- Desirable: Pro ACT training
- Desirable: Special Education classroom teaching experience.

## **PHYSICAL DEMANDS AND WORKING CONDITIONS**

This position classification performs work in a variety of settings including classroom environment, office environment, outside and community locations and include frequent interruptions. It may require lifting up to thirty (30) pounds, pushing and/or pulling of objects and walking and standing for extended periods.

Positions in this class require mobility to stand, stoop, reach and bend and dexterity of hands to grasp and manipulate small objects. This position requires accurate perceiving of sound, near and far vision, depth perception, handling and working with educational materials and objects, business related equipment and providing oral information. The noise level in this work environment is usually moderate to loud at an acceptable level.

Reasonable accommodations may be made to enable a person with a disability to perform the essential duties of the job.

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



**Contract of Employment  
For the Position of  
Assistant Superintendent, Curriculum and Instruction**

The Fountain Valley School District ("District") hereby employs Anne Silavs for the position of Assistant Superintendent, Curriculum and Instruction for the period from July 1, 2011 through June 30, 2012. Upon receipt of a satisfactory evaluation provided by June 30, the term shall be extended for one year.

Responsibilities, compensation, benefits and all other terms of employment for Assistant Superintendent, Curriculum and Instruction, shall be set forth in adopted board policies and in board regulations.

The Assistant Superintendent, Curriculum and Instruction shall be paid a base salary of \$145,500. Upon receipt of a satisfactory evaluation, the base salary shall be increased by \$7,000, effective July 1, 2012.

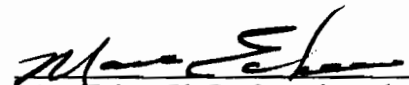
The Assistant Superintendent, Curriculum and Instruction, shall be required to render a 246 day work year of full and regular service to the district during each annual period covered by this contract or portion thereof. The Assistant Superintendent, Curriculum and Instruction shall be entitled to 24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

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

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

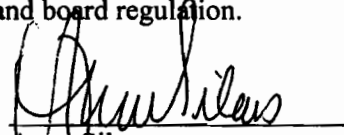
Due to state of California fiscal condition, the District is negotiating possible work year reductions that could affect management personnel. We will keep you updated on this matter.

Dated: 5/17/11

  
Marc Ecker, Ph.D., Superintendent

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

Dated 5/18/11

  
Anne Silavs  
Assistant Superintendent, Curriculum/Instruction

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

June 23, 2011

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

**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	MASTROPAOLO, Julie (C & I)	Science Works Coordinator	\$4,000.00 stipend	01-018-9275-1115	2011-2012 school year
3.2	BLAIN, Sheila (Support Services)	Work on/with ARRA funds. Close 10/11 school year and assist new Director for 11/12 school year opening.	Regular daily rate, not to exceed 15 days	01-506-9860-2413	Summer 2011 Duty/TBD
3.3	DOOTSON, Leslie FARNUM, Debra (Support Services)	To close out the 2010-2011 school year and year-end reports	Regular daily rate, not to exceed 5 days each	01-273-9961-1259	2010-11 school year

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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

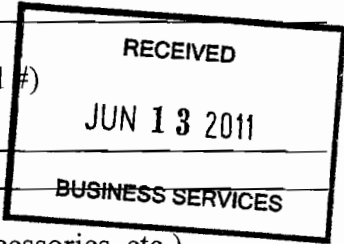
SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Edison International – Edison Gifts

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.)  
Edison Gifts, Princeton, NJ Check #161098, 6/6/11

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
1



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

REVENUE ACCT: 010470000-8699

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: June 13, 2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox 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.)

\$46.65 CR # 1176

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

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

RECEIVED

MAY 26 2011

BUSINESS SERVICES

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

REVENUE ACCT: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used ) Spotlight / Classroom Enhancement

REVIEWED: [Signature] APPROVED/DISAPPROVED: \_\_\_\_\_  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: [Signature] \_\_\_\_\_  
Assistant Superintendent Date 5/29/11  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

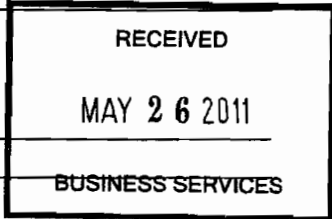
NAME OF DONOR: Cox PTO

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.)

\$ 191.98 CR #1173

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: 010<sup>32</sup>0000 -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used) PTO supplies for flyers

REVIEWED: [Signature] APPROVED/DISAPPROVED: \_\_\_\_\_  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/26/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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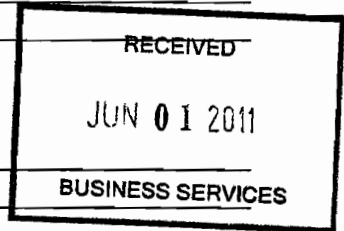
SCHOOL RECEIVING DONATION: District Office ~ Curriculum and Instruction

NAME OF DONOR: Boys Scout Troop 442 ~ 9946 Gladiola Cr. Fountain Valley, CA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Check in the amount of \$344.00

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

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



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

REVENUE ACCT: 010090000 -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01-009-9276-5645

INTENDED USE: (State how this will be used ) For the repair of Fountain Valley Middle School Instrumental Music instruments

REVIEWED: Rosemary Eadie APPROVED/DISAPPROVED: 5-31-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/1/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: June 28, 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.

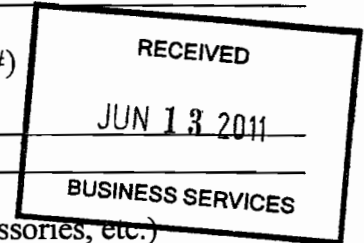
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: 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.)  
\$ 339.00

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  
1114 - \$300.00; 3101 - \$24.00; 3313 - \$6.00; 3501 - \$3.00; 3601 - \$6.00

INTENDED USE: (State how this will be used Catalina - Outdoor Ed  
Sports release time & Benefits)

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/10/2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/13/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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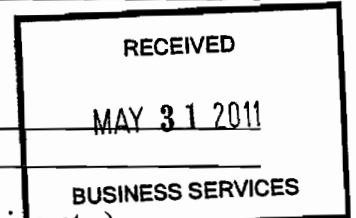
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$ 1,861.69

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:  
1113 - \$1,367.31; 1114 - \$300.00; 3101 - \$129.31; 3313 - \$20.67; 3353 - \$1.30; 3501 - \$11.74; \$31.36

INTENDED USE: (State how this will be used Before/After school programs,  
Sports release time & Benefits)

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED Date: 5/31/2011  
Principal/Department Head

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED Date: 5/31/11  
Assistant Superintendent  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11



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: Gisler

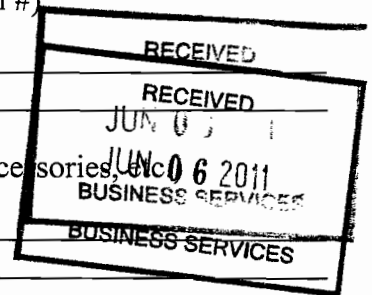
NAME OF DONOR: Gisler PTO

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.)  
\$ 140.00

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

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

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



REVENUE ACCT: # 01 031 0000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: # 01 001 3189 - 2119

INTENDED USE: (State how this will be used) Computer Lab Aide Stipend

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-03-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Gisler

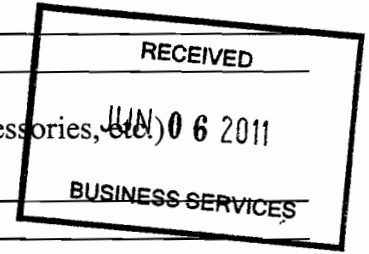
NAME OF DONOR: Gisler PTO

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.)  
\$ 55.00

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

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

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



REVENUE ACCT: # 01 031 0000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: # 01 001 3189 - 2119

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-03-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland School

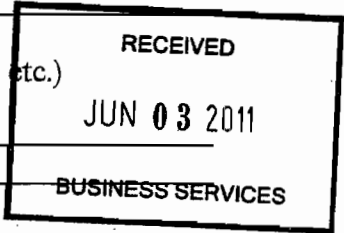
NAME OF DONOR: Wells Fargo

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.)  
\$ 336.56

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

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

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



REVENUE ACCT: 010160000 -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116895899

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

REVIEWED: Kathy Davis APPROVED/DISAPPROVED: 5-25-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo

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.)  
# 040.00 #964657

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

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

RECEIVED
JUN 03 2011
BUSINESS SERVICES

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

REVENUE ACCT: 610160000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116895899

INTENDED USE: (State how this will be used ) \_\_\_\_\_

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5-25-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo

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.)

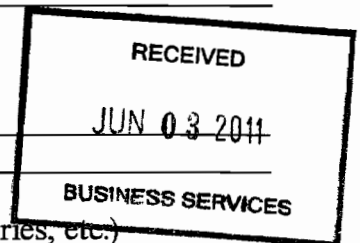
\$ 240.00 # 851505

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

NA

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

NA



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

NA

REVENUE ACCT: 010160000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010016895899

INTENDED USE: (State how this will be used ) \_\_\_\_\_

REVIEWED: Karen Davis APPROVED/DISAPPROVED: 5-25-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo matching Gift Program

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

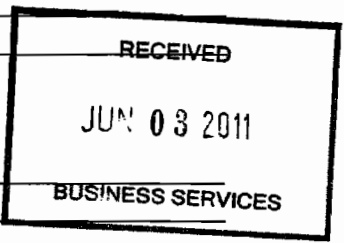
\$ 50.00

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

N/A

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

N/A



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

N/A

REVENUE ACCT: 010160000\$699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116895899

INTENDED USE: (State how this will be used )

Instructional Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5.13.11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo

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.)  
\$25.00

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

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

RECEIVED
JUN 03 2011
BUSINESS SERVICES

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

REVENUE ACCT: 010160000-8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011689589

INTENDED USE: (State how this will be used ) \_\_\_\_\_

REVIEWED: Kathy Davis APPROVED/DISAPPROVED: 5-26-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Toyota Motor Sales

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.)

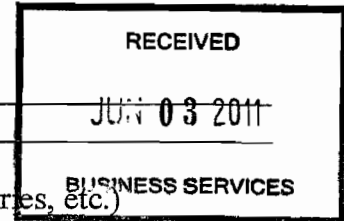
\$150.00

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

n/a

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

n/a



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

n/a

REVENUE ACCT: 010160000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010016895899

INTENDED USE: (State how this will be used) Instructional Supplies - Teachers & Staff

REVIEWED: Kathy Davis APPROVED/DISAPPROVED: 5.13.11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11



FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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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 #6772 in the amount of \$202.07

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

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

RECEIVED
JUN 13 2011
BUSINESS SERVICES

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 in teacher Cheryl Panzella's account for supplies.

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-10-2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plavan Elementary

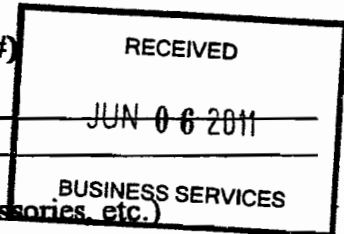
NAME OF DONOR: Plavan PTO

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 #6750 in the amount of \$106.00

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: 01400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used ) To cover negative balance for supply order for teacher Jill Summerhays..

REVIEWED: [Signature] APPROVED/DISAPPROVED: June 1, 2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert

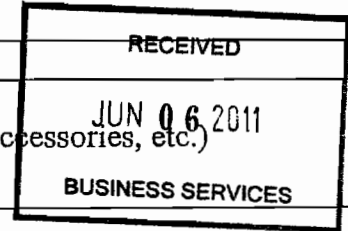
NAME OF DONOR: Talbert PTO

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.)  
# 108-

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

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

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



REVENUE ACCT: 010130000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0101438893000 accts

INTENDED USE: (State how this will be used) Benefits for extra duty for Club Sponsors

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/3/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary School

NAME OF DONOR: Tamura 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.)

\$1,554.15 Check #2703 P.O. E20R1087

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

staff time for setup and installation

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

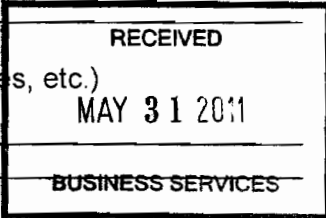
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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



COMMENTS (Rationale for disapproval):

For the purchase of software for the Computer Lab (Network Licence for: Type to Learn 4, Type to learn Jr)

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5/26/11  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 6/1/11  
Date

REVIEWED: [Signature]  
Director, Technology/Media

APPROVED/DISAPPROVED: 6/1/11  
Date

BOARD APPROVAL DATE: 6/23/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary School

NAME OF DONOR: Tamura 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.)

\$35,009.04 Check #2706

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

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

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

RECEIVED
MAY 31 2011
BUSINESS SERVICES

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4410

COMMENTS (Rationale for disapproval):

For the purchase of 33 MacBook Pro mobile laptops, 33 AppleCare Protection plan warranties  
P.O. E20R1108

REVIEWED: *Adams* APPROVED/DISAPPROVED: 5/26/11  
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 6/1/11  
Assistant Superintendent Date  
Business/Administration

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 6/1/11  
Director, Technology/Media Date

BOARD APPROVAL DATE: 6/23/11

**FOUNTAIN VALLEY SCHOOL DISTRICT**

TO: STEVE McMAHON  
FROM: DEDRA NORMAN  
SUBJECT: WARRANT LISTING BOARD MEETING – JUNE 23, 2011  
DATES 6/1/11 – 6/14/11  
WARRANT NUMBERS 54158 - 55329

01 GENERAL	\$	168,270.07
12 CHILD DEVELOPMENT	\$	8,780.21
13 CAFETERIA	\$	57,031.88
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	1,151.29
69 INSURANCE	\$	135,955.03
TOTAL	\$	<b>371,188.48</b>



**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

**BOARD OF TRUSTEES**

**06/23/2011**

**FROM 06/02/2011 TO 06/14/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20R0125	SOUTHWEST SCHOOL AND OFFICE SU	271.88	+108.75	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
E20R1168	APPLE COMPUTER ORDER	3,493.74	-70.06	015069860 4410	ARRA SpEd Local Asst-Admin / Fixed Assets
	<b>Fund 01 Total:</b>		<b>38.69</b>		
	<b>Fund 10 Total:</b>		<b>0.00</b>		
	<b>Total Amount of Change Orders:</b>		<b>38.69</b>		



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/23/2011**

**FROM 06/02/2011 TO 06/14/2011**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
E20M4353	MCMASTER CARR SUPPLY CO	589.35	589.35	012869390 4347	Maintenance / Repair & Upkeep of Equipment
E20M4355	VIKING ENVIRONMENTAL SOLUTIONS	1,612.80	1,612.80	012869390 5540	Maintenance / Waste Disposal
E20R1443	OFFICE DEPOT	277.90	277.90	012719165 4325	Superintendent / Office Supplies
E20R1444	ORANGE COUNTY DEPARTMENT OF ED	45.00	45.00	015069860 5210	ARRA SpEd Local Asst-Admin / Travel, Conference,
E20R1445	ORANGE COUNTY DEPARTMENT OF ED	1,440.00	1,440.00	015069860 5210	ARRA SpEd Local Asst-Admin / Travel, Conference,
E20R1447	SMART & FINAL	1,631.25	1,631.25	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
E20R1448	LUNCHBYTE SYSTEMS INC.	105.00	105.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
E20R1449	ARIEL SUPPLY COMPUTER & BUSINE	918.73	918.73	012849380 4325	Fiscal Services / Office Supplies
	<b>Fund 01 Total:</b>	<b>4,883.78</b>			
	<b>Fund 10 Total:</b>	<b>0.00</b>			
	<b>Fund 12 Total:</b>	<b>1,631.25</b>			
	<b>Fund 13 Total:</b>	<b>105.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>6,620.03</b>			

FOUNTAIN VALLEY SCHOOL DISTRICT  
BUSINESS SERVICES  
D/FS-10/11-689

Board Meeting on [June 23, 2011](#)

MEMORANDUM

To: Stephen McMahon - Assistant Superintendent, Business Administration  
From: Dedra Norman - Director, Fiscal Services  
Subject: Budget Transfers and Resolutions  
Date: [June 15, 2011](#)

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Background

10/11-074 This Appropriation Transfer reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.  
10/11-075 This Appropriation Transfer reallocates funds within Cafeteria Fund-Fund 13.  
10/11-076 This Resolution reallocates funds within the General Fund-Fund 01 for restricted and unrestricted programs.

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2011 76

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

### Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		9,029.00
2100	INSTRUCTIONAL AIDES' SALARIES		450.00
3101	STRS-CERTIFICATED POSITIONS		511.00
3202	PERS-CLASSIFIED		41.00
3313	MEDICARE-CERTIFICATED		125.00
3314	MEDICARE-CLASSIFIED		6.00
3353	ARP-CERTIFICATED		6.00
3356	OASDI-CLASSIFIED		23.00
3501	SUI-CERTIFICATED		64.00
3502	SUI-CLASSIFIED		2.00
3601	WORKERS'COMP-CERTIFICATED		165.00
3602	WORKERS'COMP-CLASSIFIED		7.00
3802	PERS REDUCTION-CLASSIFIED		8.00
4300	MATERIALS & SUPPLIES		3,354.00
5200	TRAVEL & CONFERENCES		3,000.00
5800	PROF/CONS SERV & OPER EXPENSE		15,721.00
8200	FEDERAL INCOME		3,000.00
8600	LOCAL INCOME		29,512.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>65,024.00</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 23, 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 74

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	1,540.00	21,811.00
3101	STRS-CERTIFICATED POSITIONS		1,539.00
3201	PERS-CERTIFICATED		22.00
3313	MEDICARE-CERTIFICATED		283.00
3353	ARP-CERTIFICATED		65.00
3355	OASDI-CERTIFICATED		13.00
3501	SUI-CERTIFICATED		140.00
3601	WORKERS'COMP-CERTIFICATED		367.00
3801	PERS REDUCTION-CERTIFICATED		5.00
4300	MATERIALS & SUPPLIES	2,809.00	2,705.00
4400	NONCAPITALIZATION EQUIPMENT		2,623.00
5200	TRAVEL & CONFERENCES	1,155.00	50.00
5400	INSURANCE	375.00	
5500	OPERATIONS & HOUSEKEEPNG SVCS	250.00	
5600	RENTALS,LEASES AND REPAIRS		1,500.00
5800	PROF/CONS SERV & OPER EXPENSE	9,026.00	713.00
9790	UNDESIGNATED/UNAPPROPRIATED	16,977.00	296.00
<b>Subfund Total:</b>		<b>32,132.00</b>	<b>32,132.00</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 23, 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 SD

Reference #:

## Transfer of Funds

2011 75

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

<b>Fund: 1313 CAFETERIA FUND</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
6400	EQUIPMENT		23,495.00
6500	EQUIPMENT REPLACEMENT	23,495.00	
<b>Subfund Total:</b>		<b>23,495.00</b>	<b>23,495.00</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 23, 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

MEMORANDUM

TO: Board of Trustees  
FROM: Rosemary Eadie, Deputy Superintendent, Instruction/Personnel  
SUBJECT: **REVISION TO BOARD POLICY 5123:  
PROMOTION/ACCELERATION/RETENTION (SECOND  
READING AND ADOPTION)**  
DATE: June 15, 2011

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**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.

The revised Board Policy was presented to the Board at the June 9<sup>th</sup> meeting and approved for first reading.

**Recommendation:**

The Superintendent endorses the second reading and adoption of Board Policy and Administrative Regulation 5123 and recommends that the Board of Trustees adopt the revised policy.

/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 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 identified as being at risk for retention, opportunities for remedial instruction will be provided.

*(cf. 6164.5 – Student Study Teams)*

*(cf. 6177 – Summer School)*

*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*

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

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 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*)

### **Retention at Other Grade Levels**

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

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.

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

*(cf. 6142.92 – Mathematics Instruction)*

**PROMOTION/ACCELERATION/RETENTION (continued)****Criteria for Promotion/Retention:****A. PROMOTION**

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

**B. RETENTION**

A parent/guardian will be informed at the end of the first trimester if their child is considered for retention if he/she meets all of the grade level criteria.

**Retention in Grade 1:**

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

**Retention in Grade 2:**

1. Scored below 70 (Tier 2) on the Oral Reading Fluency Second Grade DIBELS Assessment.
2. Scored below 200 on the High Frequency Word list.
3. Received a “Needs Improvement” in reading on the current year report card.

**Retention in Grade 3:**

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 report card.

**Retention in Grades 4 and 5:**

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 report card.

**Retention in Grades 6, 7 and 8:**

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 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 considered for retention if he/she meets all of the grade level criteria:

**PROMOTION/ACCELERATION/RETENTION (continued)****Retention in Grade 1:**

1. Below 25 (Tier 2) on the Oral Reading Fluency First Grade DIBELS Assessment
2. Demonstrates a knowledge of less than 200 on the High Frequency Word List.
3. Receives a “Needs Improvement” or a “1” (working below standard) in Reading on the current report card.

**Retention in Grade 2**

1. Scored below 85 (Tier 2) on the Oral Reading Fluency Second Grade DIBELS Assessment.
2. 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**

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 on the current report card.

**Retention in Grades 4 and 5:**

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 report card.

**Retention in Grades 6-8:**

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 report card.

**E. CONDITIONAL PROMOTION**

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

*(cf. 5121 – Grades/Evaluation of Student Achievement)*  
*(cf. 6162.5 – Student Assessment)*

**Identification of Students**

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 at risk of retention, the Superintendent/ ~~or~~ designee shall notify the student’s parent/guardian.

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

The student's academic achievement shall be provided and discussed with the 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 their child is at risk of retention.

**Appeals Process**

The 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 decision should be overruled. (Education Code 48070.5)

To appeal a decision, the appealing party shall submit a written request to the Superintendent/designee specifying the reasons why the 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/designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent/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 decision should be overruled, he/she shall overrule the decision. The Superintendent/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)*

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**MEMORANDUM**  
**D/FS 10-11 - 682**

TO: Stephen McMahon, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director of Fiscal Services  
DATE: June 15, 2011  
SUBJECT: **BOARD POLICY 3100: FUND BALANCE (SECOND READING AND ADOPTION)**

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**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.

BP 3100: Fund Balance was brought to the Board for first reading at the June 9, 2011 meeting.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt 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  
10055 Slater Avenue, Fountain Valley, CA 92708**

**RESOLUTION 2011-37**

**Resolution of the Board of Trustees of the Fountain Valley School District Declaring a Shortened Work Year, Reduced Salary Compensation and Revised Salary Schedules for All Management Team Members ,(Confidential, Psychologists, Classified and Certificated Managers, Directors, Specialists, Administrators and Supervisors) for the 2011-12 Fiscal Year.**

**WHEREAS**, the Fountain Valley School District's General Fund is substantially dependent upon its revenue from the State of California; and

**WHEREAS**, as a result of the proposed 2011-2012 Budget; and

**WHEREAS**, the State of California is facing a budgetary crisis that is clearly the worst in the State's history; and

**WHEREAS**, the 2011-12 budget shortfall for the State of California is currently projected to be in excess of \$6 billion; and

**WHEREAS**, as a result of these cuts to education funding and the desire to maintain as many positions as possible, the salary for all Management Team Members shall be reduced by five (5) days for the 2011-12 fiscal year.

Now, therefore, be it resolved as follows:

1. Based upon the foregoing, it is declared that the work year and compensation for all Management Team Members be reduced by five (5) days for the 2011-12 fiscal year.
2. Salary schedules for all Management employees are modified to reflect this shortening of the work year for 2011-12. (Daily rates remain unchanged).
3. The Superintendent or designee is directed to notify all Management Team Members of the Board's action by providing all Management Team Members with a copy of this Resolution prior to June 30, 2011.

**Passed and Adopted by the Board of Trustees of Fountain Valley School District on this 23<sup>rd</sup> day of June 2011.**

\_\_\_\_\_  
President, Board of Trustees

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



**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL DIVISION  
MEMORANDUM**

**To:** Dr. Marc Ecker, Superintendent

**From:** Rosemary Eadie, Deputy Superintendent

**Subject:** Resolution #2011-37  
APPROVAL OF RESOLUTION 2011-37, MANAGEMENT TEAM WORK YEAR  
and SALARY REDUCTION

**Date:** June 13, 2011

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***Background***

In order to help address the worsening fiscal condition of the State of California and its impact of Fountain Valley School District, the District is reducing the work year and salary of all management team members by five (5) days. This reduction will allow the retention of several positions that would otherwise have been laid-off. Resolution 2011-37 authorizes staff to reduce the work year and salary of all management team members by five (5) days for the 2011-12 fiscal year.

**Recommendation**

It is recommended that the Board of Trustees approve and adopt Resolution #2011-37 and direct staff to implement the reduction in the 2011-12 work year and salary for all management team members. It is further recommended that the Board authorize the Superintendent or his designee to sign all documents.

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S10-11 – 26

MEMORANDUM

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
SUBJECT: **AGREEMENT FOR PROFESSIONAL SERVICES  
WITH BERGMAN & DACEY, INC**  
DATE: June 10, 2011

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**BACKGROUND**

The law firm of Bergman & Dacey will provide legal services for the 2011-12 school year, beginning July 1, 2011 through June 30, 2012. Services include legal advice relating to the District's compliance with the California Environmental Quality Act and other related matters. The District shall agree to pay an hourly rate of \$350 for senior shareholders; \$300 for shareholders of counsel; \$275 for Brian Bergman; \$250 for associates other than Mr. Bergman and \$125 for paralegals, law clerks and investigators for each hour of service rendered. Additionally, any and all necessary costs and expenses for services that are authorized by the District will be reimbursed. Fees shall not exceed \$10,000 total.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement for Professional Services with Bergman & Dacey, Inc. through June 30, 2012, and authorize the Superintendent or designee to sign all documents.

cl



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

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## MEMORANDUM

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

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

**SUBJECT:** Legal Services Provided by Best Best & Krieger LLP, Attorneys at Law

**DATE:** June 14, 2011 – for June 23, 2011 Board Meeting

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## **BACKGROUND**

Best Best & Krieger LLP, Attorneys at Law, will provide legal services to include, upon request, legal advice, consultation and representation relating to any and all aspects of the District's special educational concerns. The District shall agree to pay \$230 per hour for services rendered. Law Clerks and paralegals shall be billed at \$128.00 per hour. Fees shall not exceed \$25,000 total.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2011 through June 30, 2012 and authorize the Superintendent or designee to sign all documents.

srb

# BEST BEST & KRIEGER

## ATTORNEYS AT LAW

INDIAN WELLS  
(760) 568-2511

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

RIVERSIDE  
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5 Park Plaza, Suite 1500  
Irvine, California 92614  
(949) 263-2600  
(949) 260-0972 Fax  
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SACRAMENTO  
(916) 325-4000

SAN DIEGO  
(619) 525-1300

WALNUT CREEK  
(925) 977-3300

**Jennifer C. Brown**  
(949) 263-6565  
jennifer.brown@bbklaw.com

June 1, 2011

### VIA FACSIMILE AND MAIL

Steve McMahan  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

Re: Retainer Agreement with Best Best & Krieger LLP

Dear Mr. McMahan:

### ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the Fountain Valley School District ("FVSD" or "District"). Specifically, Best Best & Krieger LLP will be representing you in connection with various special education matters. This letter constitutes our agreement setting the terms of Best Best & Krieger LLP's representation of FVSD on special education matters that currently exist or that might arise in the future for which FVSD seeks representation by Best Best & Krieger LLP.

### TERM

The term of representation shall be effective from July 1, 2011 through June 30, 2012. The Agreement can be extended for another year by mutual written agreement. However, at any time, with or without cause, FVSD shall have the right to terminate the Agreement by giving thirty (30) days written notice to Best Best & Krieger LLP.

### CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any

Fountain Valley School District  
June 1, 2011  
Page 2

party prevents us from representing your District. Similarly, the District's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your agency. Based on our recent conflict check, we can represent your District, as there does not appear to be any conflicts that have been identified.

#### FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services rendered by attorneys under this agreement at the rate of \$230.00 per hour. Law clerks and paralegals shall be billed at \$128.00 per hour. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FVSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees currently include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postage charges and any costs of producing or reproducing photographs. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and office costs associated with the provision of legal services.

Best Best & Krieger LLP shall submit monthly statements to FVSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task.

#### INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorney's fees in the matters that our office will be handling. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

#### CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this letter, you will be confirming your approval of this practice in your case.

#### HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and

**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Fountain Valley School District  
June 1, 2011  
Page 3

costs in transferring any case to you or your new counsel. By the same token, we reserve the right to terminate our services with you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us on any matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

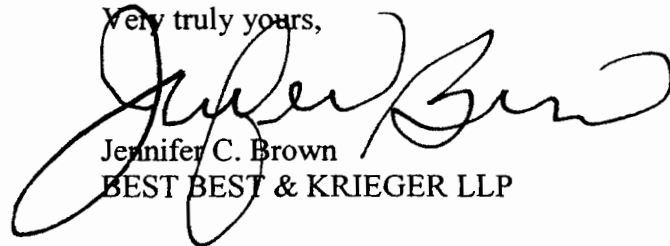
If you do not request the return of your files, we will retain your files for five years. After five years, we may have your files destroyed. If you would like your files maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in connection with special education matters. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,



Jennifer C. Brown  
BEST BEST & KRIEGER LLP

cc: Cathie Abdel  
Anne Delfosse

AGREED AND ACCEPTED:

By: \_\_\_\_\_  
Steve McMahon, Assistant  
Superintendent

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

FOUNTAIN VALLEY SCHOOL DISTRICT  
BUSINESS SERVICES  
D/FS 10/11-688

Board Meeting on June 23, 2011

MEMORANDUM

TO: Stephen McMahon – Assistant Superintendent, Business Administration

FROM: Dedra Norman - Director, Fiscal Services

SUBJECT: CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS (PART I)

DATE: June 15, 2011

---

**BACKGROUND:**

The District is required to apply for categorical aid funds each year prior to the California State Budget's approval by the legislature. Final funding amounts will be received after the State budget is approved this summer, and Part II of the Application containing entitlements, allocations, and number of participants in specified programs will be submitted in the fall.

The 2011-2012 Application for Funding Consolidated Categorical Programs is included as an attachment and contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following Consolidated Categorical Aid Programs.

Title I, Part A (Basic Grant)  
Title II, Part A (Teacher Quality)  
Title III, Part A (LEP Students)  
Title III, Part A (Immigrant)  
Economic Impact Aid (EIA)

The completion of the 2011-2012 Consolidated Application ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs.

The district will automatically receive funding for the categorical programs listed below due to the Categorical Program Provisions in SBx3 4 2008 Budget Act flexibility thru 2012-2013 school year. SB 70 has extended the Tier 3 flexibility for two additional years to June 30, 2015. These funds are unrestricted and legal assurances for these programs have been removed from the Consolidated Application.

School Safety and Violence Prevention  
Peer Assistance and Review (PAR)  
Middle and High School Supplemental Counseling Program

**RECOMMENDATION:**

It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Part I to the California State Department of Education.



PLEASE NOTE:

A copy of the **2011-12 Consolidated Application Part I**  
for the Fountain Valley School District  
is available for review at the District Office.

Please contact the Superintendent's office at 714.843.3255.



FOUNTAIN VALLEY SCHOOL DISTRICT

**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Ph.D., Superintendent  
**FROM:** Rosemary Eadie, Deputy Superintendent, Instruction/Personnel  
**SUBJECT:** *EISS GRANT FOR GISLER SCHOOL*  
**DATE:** June 15, 2011

=====

**BACKGROUND**

The Orange County Department of Education has received a grant from the State of California for the provision of services to students through the delivery of Early Intervention for School Success (EISS) Program. The EISS grant requires that the Orange County Department of Education allocate a portion of the EISS grant funds to school districts for implementation of the EISS Program. This agreement shall be in full force and effect for Gisler School to use the allocated amount of \$50,000 for kindergarten, 1<sup>st</sup> and 2<sup>nd</sup> grade teachers to attend training and gain support from Professional Learning Communities (PLC), Professional Development opportunities, and on-campus coaching. The grant would provide the training, structure and the time needed for teachers to develop developmentally appropriate strategies for supporting their population of students with diverse backgrounds, needs, and abilities as well as students with disabilities.

This \$50,000 grant includes teacher stipend fees, substitute teachers, books and supplies, coaching and training fees, as well as workshops. There would be no impact to personnel or to the District general fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the EISS grant funds for Gisler School in the amount of \$50,000 for the period commencing July 1, 2011 and ending on June 30, 2013.

EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS)  
PROFESSIONAL LEARNING COMMUNITY GRANTS  
CYCLE VI

This AGREEMENT is hereby made and entered into this 1<sup>st</sup> day of June, 2011, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and the Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received a grant from the State of California for the provision of services to students through the delivery of Early Intervention for School Success (EISS) Professional Learning Community Grant;

WHEREAS, the EISS grant requires that SUPERINTENDENT allocate a portion of the EISS grant funds to school districts for implementation of the EISS Program, hereinafter referred to as PROGRAM; and

WHEREAS, DISTRICT and its school teachers have expertise with the targeted school population and in providing the services required.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 TERM. This AGREEMENT shall be in full force and effect for the period commencing July 1, 2011 and ending on June 30, 2013, subject to termination as set forth in this AGREEMENT.

1 2.0 GRANT AWARDS. SUPERINTENDENT has awarded grant funds to  
2 DISTRICT for participation in the Early Intervention for School  
3 Success Grant Program. DISTRICT agrees to support basic  
4 implementation status through the activities more specifically  
5 described in Exhibit "A", Criteria for Successful Early Intervention  
6 for School Success Implementation, which is attached hereto and  
7 incorporated by reference.

8 3.0 ASSURANCES. DISTRICT agrees to adopt the following keys to  
9 successful implementation as described in Exhibit "A", which is  
10 attached hereto and incorporated by reference herein.

11 4.0 PAYMENT.

12 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not  
13 to exceed Fifty thousand dollars (\$50,000.00) for those activities  
14 identified in Section 2.0 of this AGREEMENT. Payment shall be made  
15 to DISTRICT upon completion of each activity identified in Section  
16 2.0, SUPERINTENDENT'S receipt and approval of an invoice in  
17 triplicate, Exhibit "B", Early Intervention for School Success  
18 (EISS) Preliminary Budget and Expenditure Claim Form Professional  
19 Learning Communities Implementation Grant (2011-2012), and Exhibit  
20 "C", Early Intervention for School Success (EISS) Final Budget and  
21 Expenditure Claim Form Professional Learning Communities  
22 Implementation Grant (2011-2012), which are attached hereto and  
23 incorporated by reference. All invoices to SUPERINTENDENT shall be  
24 supported at DISTRICT'S facility by source documentation which shall  
25 include, but not be limited to: ledgers, journals, time sheets,  
invoices, bank statements, canceled checks, receipts, receiving

1 records, and records of services provided. DISTRICT'S invoice for  
2 the period commencing July 1, 2011, and ending June 30, 2012,  
3 including Exhibit "B", Early Intervention for School Success (EISS)  
4 Preliminary Budget and Expenditure Claim Form Professional Learning  
5 Communities Implementation Grant (2011-2012), may be submitted as  
6 needed. DISTRICT'S invoice, including Exhibit "C", Final Budget and  
7 Expenditure Claim Form Professional Learning Communities  
8 Implementation Grant (2011-2012), for the period commencing July 1,  
9 2012, and ending June 30, 2012, are due on or before July 31, 2012.

10 Payment shall be mailed to: Fountain Valley School District, 10055  
11 Slater Avenue, Fountain Valley, California 92708, or at such other  
12 place as DISTRICT may designate in writing.

13 B. SUPERINTENDENT agrees to pay DISTRICT for those activities  
14 identified in Section 2.0, SUPERINTENDENT'S receipt and approval of  
15 an invoice in triplicate, Exhibit "B", Early Intervention for School  
16 Success (EISS) Preliminary Budget and Expenditure Claim Form  
17 Professional Learning Communities Implementation Grant (2012-2013),  
18 and Exhibit "C", Early Intervention for School Success (EISS) Final  
19 Budget and Expenditure Claim Form Professional Learning Communities  
20 Implementation Grant (2012-2013), which are attached hereto and  
21 incorporated by reference. DISTRICT'S invoice for the period  
22 commencing July 1, 2012, and ending June 30, 2013, including Exhibit  
23 "B", Early Intervention for School Success (EISS) Preliminary Budget  
24 and Expenditure Claim Form Professional Learning Communities  
25 Implementation Grant (2012-2013), may be submitted as needed.  
DISTRICT'S invoice, including Exhibit "C", Final Budget and

1 Expenditure Claim Form Professional Learning Communities

2 Implementation Grant (2012-2013), for the period commencing July 1,  
3 2012, and ending June 30, 2013, are due on or before July 31, 2013.

4 Payment shall be mailed to: Fountain Valley School District, 10055  
5 Slater Avenue, Fountain Valley, California 92708, or at such other  
6 place as DISTRICT may designate in writing.

7 C. DISTRICT agrees to allocate payment to each of the  
8 following schools for those activities specified in Section 2.0:

9

<u>SCHOOL</u>	Total Dollar Allocation for Schools	
	<u>7/1/11-6/30/12</u>	<u>7/1/12-6/30/13</u>
Gisler Elementary	\$32,958.00	\$17,042.00

10  
11

12 D. DISTRICT shall not claim reimbursement for food or  
13 equipment purchases or services provided beyond the expiration  
14 and/or termination of this AGREEMENT, except as may otherwise be  
15 provided under this AGREEMENT.

16 E. SUPERINTENDENT may withhold or delay any payment should  
17 DISTRICT fail to comply with any of the provisions set forth in this  
18 AGREEMENT.

19 F. The obligation of SUPERINTENDENT under this AGREEMENT is  
20 contingent upon the availability of funds furnished by the State of  
21 California. In the event that such funding is terminated or reduced,  
22 this AGREEMENT may be terminated, and SUPERINTENDENT fiscal  
23 obligations hereunder shall be limited to a pro rated amount of  
24 funding actually received by the SUPERINTENDENT under the grant.  
25 SUPERINTENDENT shall provide DISTRICT written notification of such  
termination. Notice shall be deemed given when received by the

1 DISTRICT or no later than three (3) days after the day of mailing,  
2 whichever is sooner.

3 5.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an  
4 independent contractor and shall be wholly responsible for the  
5 manner in which the services required by the terms of this AGREEMENT  
6 are performed. Nothing herein contained shall be construed as  
7 creating the relationship of employer and employee, or principal and  
8 agent, between SUPERINTENDENT and DISTRICT. DISTRICT assumes the  
9 responsibility for the acts and omissions of its employees or agents  
10 as they relate to the services to be provided. DISTRICT, its  
11 officers, agents and employees, shall not be entitled to any rights,  
12 and/or privileges of SUPERINTENDENT'S employees and shall not be  
13 considered in any manner to be SUPERINTENDENT'S employees.

14 6.0 HOLD HARMLESS/INDEMNIFICATION.

15 A. DISTRICT hereby agrees to indemnify, defend, and hold  
16 harmless SUPERINTENDENT, the Orange County Board of Education, and  
17 its officers, agents and employees from every claim or demand made  
18 and every liability, loss, damage or expense, of any nature  
19 whatsoever, which may be incurred by reason of any negligent acts or  
20 omissions of employees, agents, or officers of DISTRICT during the  
21 period of this AGREEMENT.

22 B. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
23 harmless DISTRICT, its Governing Board, officers, agents and  
24 employees from every claim or demand made and every liability, loss,  
25 damage or expense, of any nature whatsoever, which may be incurred  
by reason of any negligent acts or omissions of employees, agents,

1 or officers of SUPERINTENDENT or the Orange County Board of  
2 Education during the period of this AGREEMENT.

3 7.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,  
4 provide for and maintain in full force and effect from the  
5 commencement of services until expiration of this AGREEMENT a policy  
6 or policies of insurance covering DISTRICT'S services. DISTRICT  
7 shall furnish to SUPERINTENDENT certificates of insurance evidencing  
8 all coverages and endorsements required hereunder. All insurance  
9 shall be with an insurance company admitted by the Insurance  
10 commissioner of the State of California to transact such insurance  
11 in the State of California. Minimum coverages shall be as follows:

- 12 A. Comprehensive General Liability Insurance in an amount  
13 not less than One million dollars (\$1,000,000) per  
14 occurrence, combined single limit;
- 15 B. Statutory Workers' Compensation Insurance;
- 16 C. An endorsement to said policy(ies) naming the Orange  
17 County Superintendent of Schools, the Orange County Board  
18 of Education, and their officers, agents and employees as  
19 additional insureds while rendering services under this  
20 AGREEMENT;
- 21 D. A thirty (30) day written notice to SUPERINTENDENT of  
22 cancellation or reduction in coverage;
- 23 E. If the DISTRICT is either partially or fully self-insured  
24 for its liability exposures, DISTRICT must notify  
25 SUPERINTENDENT in writing and provide SUPERINTENDENT with  
a statement signed by an authorized representative of

1 DISTRICT stating that DISTRICT agrees to hold harmless,  
2 defend, and indemnify the Orange County Superintendent of  
3 Schools, the Orange County Board of Education, and their  
4 officers, employees and agents as if the insurance  
5 requirements in the above paragraphs are in full force  
6 and effect.

7 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
8 unlawful discrimination of persons because of race, color, religious  
9 creed, national origin, ancestry, physical handicap, medical  
10 condition, marital status, or age or sex of such persons.

11 9.0 APPLICABLE LAW. The services completed herein must meet the  
12 approval of the SUPERINTENDENT'S general right of inspection to  
13 secure the satisfactory completion thereof. DISTRICT agrees to  
14 comply with all federal, state and local laws, rules, regulations  
15 and ordinances that are now or may in the future become applicable  
16 to DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
17 operations covered by this AGREEMENT or occurring out of the  
18 performance of such operations.

19 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
20 performance of any of the services in this AGREEMENT without prior  
21 written approval of the SUPERINTENDENT.

22 11.0 RETENTION OF RECORDS. DISTRICT shall preserve and make  
23 available, to SUPERINTENDENT and the State of California, all  
24 records for a period of five (5) years from the date of final  
25 payment under this AGREEMENT, and for such a longer period, if any,



1 as is required by applicable statute, or by any other clause of this  
2 AGREEMENT.

3 12.0 TOBACCO USE POLICY. In the interest of public health,  
4 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
5 use of any tobacco products are prohibited in buildings and  
6 vehicles, and on any property owned, leased or contracted for by the  
7 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
8 abide with conditions of this policy could result in the termination  
9 of this AGREEMENT.

10 13.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
11 or DISTRICT with or without cause, upon the giving of thirty (30)  
12 days prior written notice to the other party.

13 14.0 NOTICES. All notices or demands to be given under this  
14 AGREEMENT by either party to the other shall be in writing and given  
15 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
16 registered or certified mail, return receipt requested, with postage  
17 prepaid. Service shall be considered given when received if  
18 personally served or, if mailed, on the third (3rd) day after  
19 deposit in any U.S. Post Office. The address to which notices or  
20 demands may be given by either party may be changed by written  
21 notice given in accordance with the notice provisions of this  
22 section. As of the date of this AGREEMENT the addresses of the  
23 parties are as follows:

24 DISTRICT: Fountain Valley School District  
25 10055 Slater Avenue  
Fountain Valley, California 92708  
Attn: Thuy Bui, Accounting , FO

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 Costa Mesa, California 92626  
4 Attn: Patricia McCaughey

5 15.0 SEVERABILITY. If any term, condition or provision of this  
6 AGREEMENT is held by a court of competent jurisdiction to be  
7 invalid, void, or unenforceable, the remaining provisions will  
8 nevertheless continue in full force and effect, and shall not be  
9 affected impaired or invalidated in any way.

10 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
11 shall be governed by the laws of the State of California, with venue  
12 in Orange County, California.

13 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
14 attached hereto constitute the entire agreement between  
15 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
16 made shall be ineffective to modify this AGREEMENT in whole or in  
17 part unless such agreement is embodied in an Amendment to this  
18 AGREEMENT which has been signed by both Parties. This AGREEMENT  
19 supersedes all prior negotiations, understandings, representations  
20 and agreements.

21 ////

22 ////

23 ////

24 ////

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

3 DISTRICT: FOUNTAIN VALLEY SCHOOL ORANGE COUNTY SUPERINTENDENT  
DISTRICT OF SCHOOLS

4 BY: Rosemary Eadie BY: Patricia McCaughey  
5 Authorized Signature Authorized Signature

6 PRINT NAME: Rosemary Eadie PRINT NAME: Patricia McCaughey

7 TITLE: Deputy Supt. TITLE: Coordinator

8 DATE: 5-31-11 DATE: May 20, 2011  
95-6601370

9 TAXPAYER IDENTIFICATION NUMBER

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FVSD-EISS-STATE-CycleVI (36887)13  
Zip6

GENERAL INFORMATION

<b>Mission</b>	The mission of Early Intervention for School Success (EISS) is to support the California State goal that each child reaches the standard appropriate to his/her own grade level as set by the State, and to promote professional development and education for teachers and families about the latest knowledge regarding best practices and how children learn.
<b>Vision</b>	The vision of the Early Intervention for School Success Professional Learning Community Grant is to help all children achieve academic and social success and to build a community of learners that supports best practices in the field of early childhood education. It is a unique, multifaceted program designed to help educators provide young children with age appropriate learning experiences.
<b>Goals</b>	<ul style="list-style-type: none"> <li>• Enable young children to become successful thinkers and learners</li> <li>• Focus on teacher preparation and professional development</li> <li>• Promote Professional Learning Communities</li> </ul>
<b>Program Management</b>	<p>EISS is managed by the Orange County Department of Education and is funded as part of the Pupil Retention Block Grant, AB825.</p> <p style="text-align: center;">Cathy Wietstock, EISS Program Director 200 Kalnms Drive Costa Mesa, CA 92626 cwietstock@ocde.us</p>
<b>An EISS Grant Develops:</b>	<ul style="list-style-type: none"> <li>• Research based, developmentally appropriate instructional strategies</li> <li>• A support system for administrators, teachers, support staff, and parents</li> <li>• A conduit for instructional strategies that promote best practices</li> <li>• Resources to support a community of learners committed to life-long learning</li> </ul>
<b>EISS Network</b>	<ul style="list-style-type: none"> <li>• EISS supports a growing network of schools, learning communities, trainers, coaches, and statewide initiatives.</li> <li>• EISS State Certified Trainers are a growing network of educators throughout the state who have been trained in specific instructional strategies. Candidates may be nominated from grant-funded schools that demonstrate exemplary models of classroom implementation.</li> <li>• EISS State Certified Coaches are EISS teachers who have advanced training in coaching strategies. They interact with grantees to elicit greater competence, increased capability and strengthened performance, thereby helping students to achieve. EISS Coaches are trained in building Professional Learning Communities and facilitating leadership development.</li> <li>• Additional information can be found at <a href="http://www.eissonline.com">www.eissonline.com</a></li> </ul>
<b>Data Collection and Evaluation</b>	<p>EISS conducts program impact studies and longitudinal research.</p> <p>Data collection will be completed by the EISS teacher and submitted online at <a href="https://eissdata.ocde.us">https://eissdata.ocde.us</a>. Student and teacher data will be collected using an online data collection system.</p> <p>Surveys are available online at <a href="http://www.eissonline.com">http://www.eissonline.com</a></p> <p>All data must be completed by the following due dates: Year one - 6/30/2012 Year two - 6/30/2013</p>

*Early Intervention for School Success Adopters Packet 2011-2013*

1.	Staff Development	Who is involved	Cost
	Grant Orientation Training	EISS Site Coordinator	
	Basic Implementation Training Year 1 – required (must be completed by September 30, 2011) Year 2 – required for teachers new to the grant	All staff supporting EISS implementation (2 day training with 2 trainers – training is presented and billed by EISS State Certified Trainers)	\$2400 plus travel expenses for two trainers Training & Assessment Materials:** EISS Handbook – 1 per classroom \$60 EISS Continuum – 1 set per school \$25 for a set of 30 EISS Preschool Continuum – 1 set per school \$25 for set of 12
	Professional Library	Administrator/Staff/Parents	\$300-\$500
	Administrators' Symposium ** Year 1 – required Year 2 – optional	Principal/Assistant Principal/Preschool Director (registration fee – retained cost)	\$1300 per participant registration fee**, plus travel expenses
	Research Institute ** Year 1 – required Year 2 – optional	2 participants minimum (registration fee – retained cost)	\$1500 per participant registration fee**, plus travel expenses
	EISS Training of Trainers - ** Year 2 – required	1 participant minimum (registration fee – retained cost)	\$1500 per participant registration fee**, plus travel expenses
	Site Follow-up visit and Technical support** Webinars • Fall • Spring	EISS Consultant EISS Office staff (retained cost)	\$2500 one-time cost in Year 1**
	EISS coaching Year 1 – optional Year 2 – required	Staff supporting EISS implementation (cost billed by EISS State Certified Trainers/Coaches)	\$600 per day, plus travel expenses
	Other professional development trainings to support areas of need identified in application and recorded in budget	To be determined by grantee	Varied – specific to training
**Retained costs: Administrators' Symposium, Research Institute, site visit/technical support, EISS Training of Trainers and materials for EISS Basic 2-Day training expenses will be retained from the grant award by the EISS office. District indirect may not be calculated on retained costs.			
2.	Data Collection		Due Date
Data is collected on the EISS Standards Based Continuum and/or the EISS Preschool Continuum and student achievement. (See Timeline for deadlines)			
	Preschool Continuum EISS K-2 Continuum	EISS Site Staff and Site Coordinator	Baseline – October 31, 2011 Final – June 1, 2012
	K-2 Teacher Survey Preschool Teacher Survey	K-2 Teachers Preschool Teachers	June 29, 2012
	Parent Survey	Site Coordinator/Teachers	June 29, 2012
	Training Report	Site Coordinator	June 29, 2012
	End of Year Reports	EISS Site Coordinator	June 29, 2012
3.	Board Approval	EISS Site Coordinator/School Board	Prior to funding
4.	Adopter's Verification Form	EISS Site Coordinator	September 30, 2011
	Budget Development – Monitor grant budget and submit claim forms	EISS Site Coordinator Principal District Financial Officer	

**Grant Assurances – Cycle V**

The following Assurances are required of all applicants for an EISS PLC grant. (See project requirements beginning on Page 4) Site administrators must review with Site Coordinator and initial each assurance. Applications without signed assurances will be considered “incomplete” and will not be reviewed. Failure to abide by the assurances may result in grant termination. A formal signature page follows the Assurances. **It is imperative that teachers be aware of these assurances.**

**As the duly authorized representative of this applicant, I certify compliance with each of the following assurances:**

**Administrator initials:**

- The designated Site Coordinator will participate in the EISS Site Coordinator Orientation Training and maintain communication with EISS grant office.
- All personnel who sign the staff commitment page (P. 17) will attend the 2-day Basic Implementation Training.
- The Site Administrator will participate in the 2-Day Basic Implementation Training and will be in attendance for at least the full morning of the first day.
- The Site Administrator will attend Administrators’ Symposium.
- A minimum of two teachers, who have been actively involved in all phases of grant, will attend the EISS Research Institute during year one of implementation.
- A minimum of 2 days of EISS Coaching will be scheduled during Year 2 of the grant. EISS State Certified Coaches will work with site on self-identified needs.
- A team member or members from the adoption site who has been actively involved in all phases of the program will attend the EISS Training Institute during the adopter’s second year of implementation.
- A site-based PLC will be developed or enhanced to ensure a multi-disciplinary approach to planning and scaffolding differentiated instructional practices.
- Through ongoing collaboration, the PLC will use the strategies of observation, anecdotal records, portfolios, and district mandated multiple measures to record student progress on the EISS Standards Based Continuum or the EISS Preschool Continuum. On-going assessment records will be provided during site visit for EISS staff review.
- Teachers will encourage family education and involvement in their classrooms, and connect with community partners to enhance student achievement.
- Teachers will participate in the monitoring and evaluation process as developed and directed by the EISS office. Teachers will submit data two times each year of the grant on or before required date using the EISS Standard Based Continuum or the EISS Preschool Continuum.

*Early Intervention for School Success Adopters Packet 2011-2013*

- \_\_\_\_\_ Applicant agrees to release an EISS Advanced Training Participant or an EISS Certified Trainer, up to a maximum of 8 days, during the following two school years, for the purpose of training newly adopting classrooms or schools. Costs incurred will be paid by the schools requesting the training activities.
  
- \_\_\_\_\_ Applicant agrees to disseminate the EISS Program to other schools within the applicant's home district. Activities may include: Conducting EISS awareness presentations; training implementation teams; providing consultation; and hosting model demonstration classrooms. The 8 days of release time should include dissemination activities within the home district.
  
- \_\_\_\_\_ Applicant intends to continue implementation of the EISS PIC program after grant funding ceases with a continued focus on: long-term EISS goals that enable young children to become successful thinkers and learners; teacher preparation and professional development; and promotion of Professional Learning Communities.

Completed in Original Packet

**EISS IMPLEMENTATION TIMELINE**

The key activities for a school's first year in EISS are arranged below chronologically in order to help schools understand the scope of the program.

	<i>Description of Activities</i>	<i>Dates</i>
1.	✓ Identify grant writer, project participants, EISS Site Coordinator and district financial officer.	Prior to Grant Writing
2.	✓ Obtain commitments from the following key personnel as they pertain to your grant application: Principal or Administrator (Required) Regular Classroom Teachers (Required) Psychologists Guidance Counselors Special Education Teachers Paraprofessionals Resource Specialists Social Workers Program Specialists Migrant Teachers Speech Therapists/Pathologists, Nurses Remedial Reading Teachers Community Liaison Personnel Parents	Prior to Grant Writing
3.	✓ A 2 year budget to support scope of implementation to include 2 days of staff training, assessment materials, coordinator training, Administrator's Symposium, Research Institute Conference, coaching, and site follow-up visit. (The grant provides sufficient funding for these expenses).	Prior to Grant Writing
4.	School Board must approve application to authorize funding.	Prior to Funding
5.	EISS Site Coordinator will: a. Participate in Webinar Orientation b. Complete Adopter Verification Form (Online form at <a href="http://www.eissonline.com">www.eissonline.com</a> ) and Fall and Spring Webinars c. Facilitate contact with EISS trainers and coaches d. Facilitate site data collection and submittal to EISS office (forms & survey available online at <a href="http://www.eissonline.com">www.eissonline.com</a> ) e. Inform EISS office of any contact information changes f. Monitor grant budget and submit claim forms g. Facilitate site visit with EISS office h. Set up training which includes: • Ordering of EISS materials • Scheduling and contracting with trainers • Providing training space including access to computer lab on day 2 of basic implementation training	A. Orientation Training – Wednesday, May 18, 2011 B. Adopter Verification Form – due Friday, September 30, 2011 C. Inform EISS office of your Basic 2 Day Training dates prior to training, no later than Friday, August 19, 2011 on the Materials Order Form in this packet. You may also obtain this form on the EISS website and E-mail to <a href="mailto:mdillingham@ocde.us">mdillingham@ocde.us</a> .



*Early Intervention for School Success Adopters Packet 2011-2013*

6.	The EISS office will refer the EISS Site Coordinator to trainers in their area. Two day basic implementation training, a minimum of 2 coaching days, and follow-up with an EISS staff member are budgeted to ensure successful implementation of the program's requirements. At the culmination of training, participants will be ready to assess students and provide appropriate instruction in a standards based learning environment. The site EISS Team will learn strategies and coaching skills to build and support a Professional Learning Community.	Dates arranged with EISS Trainer  Basic 2 day Implementation Training must be completed by September 30, 2011
7.	The EISS PLC will: <ul style="list-style-type: none"> <li>➤ Meet regularly to reflect on student data and progress using the EISS continuum (including student, group, and class reports generated from EISS online data entry system)</li> <li>➤ Keep records of regular PLC meetings (to be reviewed at site visit)</li> <li>➤ Plan for next steps: training, coaching, data collection, and student programming.</li> </ul>	During School Assessment Period and ongoing use of the EISS Continuum throughout the year. Dates for data submittal can be found on page 8
8.	Create and maintain a Professional Library with multiple copies of professional books to encourage each teacher's professional learning and positively impact student achievement.	Ongoing
9.	Inform families of ongoing assessment through individual conferences.	School's Conference Dates
10.	Preliminary Claim Forms	February 15, 2012
11.	Site Administrator/Director will attend a 2 day Administrators' Symposium for the purpose of building leadership capacity.	Sept. 30-Oct. 1, 2011 San Mateo Marriott 1770 South Amphlett Blvd. San Mateo, CA 94402
12.	<b>EISS State Certified Coaches:</b> Coordinator will schedule coaching in support of self-identified areas of need.	Minimum of 2 days Year 1 - optional Year 2 - required
13.	<b>EISS Site Follow-Up Visits:</b> EISS staff will visit the funded site following training to visit classrooms, meet with participating staff to discuss additional training and coaching needs, and review student continuums and PLC documentation.	During the school year
14.	<b>Research Institute:</b> Each funded school is required to send two or more teachers in year one. (Attendance in year two is optional) The staff members nominated to attend must have previously attended the Basic 2 Day Implementation Training.	Southern California Spring 2012
15.	<b>Dissemination Plan:</b> Funded sites commit to disseminate the EISS program to other classrooms in their school and to preschool through 2 <sup>nd</sup> grade classrooms within their district or county. (Dissemination activities could include awareness presentations, training of new implementation teams, sharing the EISS Continuum and expanding the Professional Learning Community.)	As written in funded EISS grant



## Data Collection Reporting Calendar

### CYCLE VI (2011-2013)

REPORTING FORM	RESPONSIBLE PERSONS	DUE DATES	
Data Collection: •Preschool Continuum •EISS K-2 Continuum	Teachers and Assessment Team	YEAR ONE <u>Baseline</u> October 31, 2011  <u>Final</u> June 1, 2012	YEAR TWO <u>Baseline</u> October 31, 2012  <u>Final</u> June 7, 2013
K-2 Teacher Survey Preschool Teacher Survey	K-2 Teachers Preschool Teachers	June 29, 2012	June 28, 2013
Parent Survey	Site Coordinator/Teachers	June 29, 2012	June 28, 2013
Training Report	Site Coordinator	June 29, 2012	June 28, 2013
End of Year Report	Site Coordinator	June 29, 2012	June 28, 2013

Forms can be found at: <http://www.eissonline.com> under Grantees/Forms

**On-line Data Entry System**  
<https://eissdata.ocde.us>

## **EISS grants must comply with the requirements for Year One and Year Two**

### **Year One**

- **Basic 2-Day Implementation Training**
- **EISS Research Institute 3 day conference**
- **Administrators' Symposium 2 day conference**
- **Site follow-up visit by EISS staff**
- **Purchase of EISS Handbooks, continuums and required materials**
- **Submit invoices and budget summary reports**
- **Data collection to be submitted in October and June**
- **Collection and submittal of data including surveys, training reports, and end of year report**
- **Optional: Coaching to support self-identified areas of need**

### **Year Two (On-going)**

- **Minimum of two days of coaching to support self-identified areas of need**
- **Optional: Research Institute and Administrators' Symposium**
- **Submit invoices and budget summary report**
- **Data collection to be submitted in October and June**
- **Collection and submittal of data including surveys, training reports, and end of year report**
- **EISS Training of Trainers: 3 day conference**



**EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS)  
PRELIMINARY BUDGET AND EXPENDITURE CLAIM FORM  
 PROFESSIONAL LEARNING COMMUNITIES  
 IMPLEMENTATION GRANT**

Exhibit "B"

**Instructions:** Please complete and return to Cathy Wietstock, Ed.D, Program Director. Include only Professional Learning Communities Implementation Grant claims for the period July 1 through June 30 of the current year on this form. Preliminary Claim forms may be submitted as needed. If you have any questions, please call Lynn Turner at (714) 327-8180.

District: \_\_\_\_\_

Grant Amount: \_\_\_\_\_  
(for current year)

School(s): \_\_\_\_\_

Grant Cycle: **VI**

Grant Year: \_\_\_\_\_

Account Number	Expenditure Classification	Approved Budget	Expenditures Claimed
		<b>Total:</b>	

\_\_\_\_\_  
 Signature of Claim Preparer                      Date

\_\_\_\_\_  
 Telephone Number – Claim Preparer

\_\_\_\_\_  
 Signature of Financial Officer                      Date

*(Guarantees to Orange County Superintendent of Schools that EISS Funds granted are expended for the purposes intended.)*

**RETURN TO:  
 EARLY INTERVENTION FOR SCHOOL SUCCESS  
 Orange County Department of Education  
 Attention: Lynn Turner  
 P. O. Box 9050  
 Costa Mesa, CA 92628-9050**

<b>EISS USE ONLY</b>
<b>CONDITIONS MET AS AGREED</b>
<b>APPROVED FOR PAYMENT:</b>
_____ Program Director, EISS                      Date



**EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS) Exhibit "C"**  
**FINAL BUDGET AND EXPENDITURE CLAIM FORM**  
**PROFESSIONAL LEARNING COMMUNITIES**  
**IMPLEMENTATION GRANT**

**Instructions:** Please complete and return to Cathy Wietstock, Ed.D., Program Director. Include only Professional Learning Communities Implementation Grant claims for the period July 1 through June 30 of the current year on this form. This form is due no later than July 30 of the current year. If you have any questions, please call Lynn Turner at (714) 327-8180.

District: \_\_\_\_\_

Grant Amount: \_\_\_\_\_  
(for current year)

School(s): \_\_\_\_\_

Grant Cycle: VI

Grant Year: \_\_\_\_\_

Account Number	Expenditure Classification	Approved Budget	Expenditures Claimed
4310, 5220, 5851	Training & Assessment Materials, Administrative Symposium, Research Institute, Training of Trainers, and EISS Office Consultant		
		<b>Sub Total:</b>	

**\*Retained costs to be deducted by EISS**

Less Preliminary Claim Payment(s): \_\_\_\_\_

Less Retained Costs: \_\_\_\_\_

Total: \_\_\_\_\_

Signature of Claim Preparer \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number – Claim Preparer \_\_\_\_\_

Signature of Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

(Guarantees to Orange County Superintendent of Schools that EISS Funds granted are expended for the purposes intended.)

**RETURN TO:**  
**EARLY INTERVENTION FOR SCHOOL SUCCESS**  
**Orange County Department of Education**  
**Attention: Lynn Turner**  
**P. O. Box 9050**  
**Costa Mesa, CA 92628-9050**

**EISS USE ONLY**

**CONDITIONS MET AS AGREED**

**APPROVED FOR PAYMENT:**

\_\_\_\_\_  
 Program Director, EISS      Date

FOUNTAIN VALLEY SCHOOL DISTRICT

**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Ph.D., Superintendent  
**FROM:** Rosemary Eadie, Deputy Superintendent, Instruction/Personnel  
**SUBJECT:** *EISS GRANT FOR TAMURA SCHOOL*  
**DATE:** June 15, 2011

=====

**BACKGROUND**

The Orange County Department of Education has received a grant from the State of California for the provision of services to students through the delivery of Early Intervention for School Success (EISS) Program. The EISS grant requires that the Orange County Department of Education allocate a portion of the EISS grant funds to school districts for implementation of the EISS Program. This agreement shall be in full force and effect for Tamura School to use the allocated amount of \$50,000 for teacher release time for teachers in grades Preppie K through second to meet in a Professional Learning Community (PLC) and articulate common goals and language for primary students' learning. It would also allow for training for Tamura teachers to create effective family literacy workshops, which will support student learning, and strengthen the school/community relationship.

This \$50,000 grant includes substitute teacher fees, books and other instructional materials, coaching and training fees, and charges for workshops. There would be no impact to personnel or to the District general fund.

**RECOMMENDATION**

It is recommended that the Board of Trustees accept the EISS grant funds for Tamura School in the amount of \$50,000 for the period commencing July 1, 2011 and ending on June 30, 2013.

2 EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS)  
3 PROFESSIONAL LEARNING COMMUNITY GRANTS  
4 CYCLE VI

5 This AGREEMENT is hereby made and entered into this 1<sup>st</sup> day of  
6 June, 2011, by and between the Orange County Superintendent of  
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
8 referred to as SUPERINTENDENT, and the Fountain Valley School  
9 District, 10055 Slater Avenue, Fountain Valley, California 92708,  
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT  
11 shall be collectively referred to as the Parties.

12 WHEREAS, SUPERINTENDENT has received a grant from the State of  
13 California for the provision of services to students through the  
14 delivery of Early Intervention for School Success (EISS)  
15 Professional Learning Community Grant;

16 WHEREAS, the EISS grant requires that SUPERINTENDENT allocate a  
17 portion of the EISS grant funds to school districts for  
18 implementation of the EISS Program, hereinafter referred to as  
19 PROGRAM; and

20 WHEREAS, DISTRICT and its school teachers have expertise with  
21 the targeted school population and in providing the services  
22 required.

23 NOW, THEREFORE, the Parties hereto mutually agree as follows:

24 1.0 TERM. This AGREEMENT shall be in full force and effect for the  
25 period commencing July 1, 2011 and ending on June 30, 2013, subject  
to termination as set forth in this AGREEMENT.

1 2.0 GRANT AWARDS. SUPERINTENDENT has awarded grant funds to  
2 DISTRICT for participation in the Early Intervention for School  
3 Success Grant Program. DISTRICT agrees to support basic  
4 implementation status through the activities more specifically  
5 described in Exhibit "A", Criteria for Successful Early Intervention  
6 for School Success Implementation, which is attached hereto and  
7 incorporated by reference.

8 3.0 ASSURANCES. DISTRICT agrees to adopt the following keys to  
9 successful implementation as described in Exhibit "A", which is  
10 attached hereto and incorporated by reference herein.

11 4.0 PAYMENT.

12 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not  
13 to exceed Fifty thousand dollars (\$50,000.00) for those activities  
14 identified in Section 2.0 of this AGREEMENT. Payment shall be made  
15 to DISTRICT upon completion of each activity identified in Section  
16 2.0, SUPERINTENDENT'S receipt and approval of an invoice in  
17 triplicate, Exhibit "B", Early Intervention for School Success  
18 (EISS) Preliminary Budget and Expenditure Claim Form Professional  
19 Learning Communities Implementation Grant (2011-2012), and Exhibit  
20 "C", Early Intervention for School Success (EISS) Final Budget and  
21 Expenditure Claim Form Professional Learning Communities  
22 Implementation Grant (2011-2012), which are attached hereto and  
23 incorporated by reference. All invoices to SUPERINTENDENT shall be  
24 supported at DISTRICT'S facility by source documentation which shall  
25 include, but not be limited to: ledgers, journals, time sheets,  
invoices, bank statements, canceled checks, receipts, receiving



1 records, and records of services provided. DISTRICT'S invoice for  
2 the period commencing July 1, 2011, and ending June 30, 2012,  
3 including Exhibit "B", Early Intervention for School Success (EISS)  
4 Preliminary Budget and Expenditure Claim Form Professional Learning  
5 Communities Implementation Grant (2011-2012), may be submitted as  
6 needed. DISTRICT'S invoice, including Exhibit "C", Final Budget and  
7 Expenditure Claim Form Professional Learning Communities  
8 Implementation Grant (2011-2012), for the period commencing July 1,  
9 2012, and ending June 30, 2012, are due on or before July 31, 2012.

10 Payment shall be mailed to: Fountain Valley School District, 10055  
11 Slater Avenue, Fountain Valley, California 92708, or at such other  
12 place as DISTRICT may designate in writing.

13 B. SUPERINTENDENT agrees to pay DISTRICT for those activities  
14 identified in Section 2.0, SUPERINTENDENT'S receipt and approval of  
15 an invoice in triplicate, Exhibit "B", Early Intervention for School  
16 Success (EISS) Preliminary Budget and Expenditure Claim Form  
17 Professional Learning Communities Implementation Grant (2012-2013),  
18 and Exhibit "C", Early Intervention for School Success (EISS) Final  
19 Budget and Expenditure Claim Form Professional Learning Communities  
20 Implementation Grant (2012-2013), which are attached hereto and  
21 incorporated by reference. DISTRICT'S invoice for the period  
22 commencing July 1, 2012, and ending June 30, 2013, including Exhibit  
23 "B", Early Intervention for School Success (EISS) Preliminary Budget  
24 and Expenditure Claim Form Professional Learning Communities  
25 Implementation Grant (2012-2013), may be submitted as needed.  
DISTRICT'S invoice, including Exhibit "C", Final Budget and

1 Expenditure Claim Form Professional Learning Communities

2 Implementation Grant (2012-2013), for the period commencing July 1,  
3 2012, and ending June 30, 2013, are due on or before July 31, 2013.

4 Payment shall be mailed to: Fountain Valley School District, 10055  
5 Slater Avenue, Fountain Valley, California 92708, or at such other  
6 place as DISTRICT may designate in writing.

7 C. DISTRICT agrees to allocate payment to each of the  
8 following schools for those activities specified in Section 2.0:

9

<u>SCHOOL</u>	<u>Total Dollar Allocation for Schools</u>	
	<u>7/1/11-6/30/12</u>	<u>7/1/12-6/30/13</u>
10 Hisamatsu Tamura		
11 Elementary	\$36,207.00	\$13,793.00

12 D. DISTRICT shall not claim reimbursement for food or  
13 equipment purchases or services provided beyond the expiration  
14 and/or termination of this AGREEMENT, except as may otherwise be  
15 provided under this AGREEMENT.

16 E. SUPERINTENDENT may withhold or delay any payment should  
17 DISTRICT fail to comply with any of the provisions set forth in this  
18 AGREEMENT.

19 F. The obligation of SUPERINTENDENT under this AGREEMENT is  
20 contingent upon the availability of funds furnished by the State of  
21 California. In the event that such funding is terminated or reduced,  
22 this AGREEMENT may be terminated, and SUPERINTENDENT fiscal  
23 obligations hereunder shall be limited to a pro rated amount of  
24 funding actually received by the SUPERINTENDENT under the grant.  
25 SUPERINTENDENT shall provide DISTRICT written notification of such  
termination. Notice shall be deemed given when received by the

1 DISTRICT or no later than three (3) days after the day of mailing,  
2 whichever is sooner.

3 5.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an  
4 independent contractor and shall be wholly responsible for the  
5 manner in which the services required by the terms of this AGREEMENT  
6 are performed. Nothing herein contained shall be construed as  
7 creating the relationship of employer and employee, or principal and  
8 agent, between SUPERINTENDENT and DISTRICT. DISTRICT assumes the  
9 responsibility for the acts and omissions of its employees or agents  
10 as they relate to the services to be provided. DISTRICT, its  
11 officers, agents and employees, shall not be entitled to any rights,  
12 and/or privileges of SUPERINTENDENT'S employees and shall not be  
13 considered in any manner to be SUPERINTENDENT'S employees.

14 6.0 HOLD HARMLESS/INDEMNIFICATION.

15 A. DISTRICT hereby agrees to indemnify, defend, and hold  
16 harmless SUPERINTENDENT, the Orange County Board of Education, and  
17 its officers, agents and employees from every claim or demand made  
18 and every liability, loss, damage or expense, of any nature  
19 whatsoever, which may be incurred by reason of any negligent acts or  
20 omissions of employees, agents, or officers of DISTRICT during the  
21 period of this AGREEMENT.

22 B. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
23 harmless DISTRICT, its Governing Board, officers, agents and  
24 employees from every claim or demand made and every liability, loss,  
25 damage or expense, of any nature whatsoever, which may be incurred  
by reason of any negligent acts or omissions of employees, agents,

1 or officers of SUPERINTENDENT or the Orange County Board of  
2 Education during the period of this AGREEMENT.

3 7.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,  
4 provide for and maintain in full force and effect from the  
5 commencement of services until expiration of this AGREEMENT a policy  
6 or policies of insurance covering DISTRICT'S services. DISTRICT  
7 shall furnish to SUPERINTENDENT certificates of insurance evidencing  
8 all coverages and endorsements required hereunder. All insurance  
9 shall be with an insurance company admitted by the Insurance  
10 commissioner of the State of California to transact such insurance  
11 in the State of California. Minimum coverages shall be as follows:

- 12 A. Comprehensive General Liability Insurance in an amount  
13 not less than One million dollars (\$1,000,000) per  
14 occurrence, combined single limit;
- 15 B. Statutory Workers' Compensation Insurance;
- 16 C. An endorsement to said policy(ies) naming the Orange  
17 County Superintendent of Schools, the Orange County Board  
18 of Education, and their officers, agents and employees as  
19 additional insureds while rendering services under this  
20 AGREEMENT;
- 21 D. A thirty (30) day written notice to SUPERINTENDENT of  
22 cancellation or reduction in coverage;
- 23 E. If the DISTRICT is either partially or fully self-insured  
24 for its liability exposures, DISTRICT must notify  
25 SUPERINTENDENT in writing and provide SUPERINTENDENT with  
a statement signed by an authorized representative of

1 DISTRICT stating that DISTRICT agrees to hold harmless,  
2 defend, and indemnify the Orange County Superintendent of  
3 Schools, the Orange County Board of Education, and their  
4 officers, employees and agents as if the insurance  
5 requirements in the above paragraphs are in full force  
6 and effect.

7 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in  
8 unlawful discrimination of persons because of race, color, religious  
9 creed, national origin, ancestry, physical handicap, medical  
10 condition, marital status, or age or sex of such persons.

11 9.0 APPLICABLE LAW. The services completed herein must meet the  
12 approval of the SUPERINTENDENT'S general right of inspection to  
13 secure the satisfactory completion thereof. DISTRICT agrees to  
14 comply with all federal, state and local laws, rules, regulations  
15 and ordinances that are now or may in the future become applicable  
16 to DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
17 operations covered by this AGREEMENT or occurring out of the  
18 performance of such operations.

19 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the  
20 performance of any of the services in this AGREEMENT without prior  
21 written approval of the SUPERINTENDENT.

22 11.0 RETENTION OF RECORDS. DISTRICT shall preserve and make  
23 available, to SUPERINTENDENT and the State of California, all  
24 records for a period of five (5) years from the date of final  
25 payment under this AGREEMENT, and for such a longer period, if any,

1 as is required by applicable statute, or by any other clause of this  
2 AGREEMENT.

3 12.0 TOBACCO USE POLICY. In the interest of public health,  
4 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
5 use of any tobacco products are prohibited in buildings and  
6 vehicles, and on any property owned, leased or contracted for by the  
7 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
8 abide with conditions of this policy could result in the termination  
9 of this AGREEMENT.

10 13.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
11 or DISTRICT with or without cause, upon the giving of thirty (30)  
12 days prior written notice to the other party.

13 14.0 NOTICES. All notices or demands to be given under this  
14 AGREEMENT by either party to the other shall be in writing and given  
15 either by: i) Personal service, or ii) U.S. Mail, mailed either by  
16 registered or certified mail, return receipt requested, with postage  
17 prepaid. Service shall be considered given when received if  
18 personally served or, if mailed, on the third (3rd) day after  
19 deposit in any U.S. Post Office. The address to which notices or  
20 demands may be given by either party may be changed by written  
21 notice given in accordance with the notice provisions of this  
22 section. As of the date of this AGREEMENT the addresses of the  
23 parties are as follows:

24 DISTRICT: Fountain Valley School District  
25 10055 Slater Avenue  
Fountain Valley, California 92708  
Attn: Thuy Bui, Accounting , FO

1 SUPERINTENDENT: Orange County Superintendent of Schools  
2 200 Kalmus Drive  
3 Costa Mesa, California 92626  
4 Attn: Patricia McCaughey

5 15.0 SEVERABILITY. If any term, condition or provision of this  
6 AGREEMENT is held by a court of competent jurisdiction to be  
7 invalid, void, or unenforceable, the remaining provisions will  
8 nevertheless continue in full force and effect, and shall not be  
9 affected impaired or invalidated in any way.

10 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
11 shall be governed by the laws of the State of California, with venue  
12 in Orange County, California.

13 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
14 attached hereto constitute the entire agreement between  
15 SUPERINTENDENT and DISTRICT regarding the services and any agreement  
16 made shall be ineffective to modify this AGREEMENT in whole or in  
17 part unless such agreement is embodied in an Amendment to this  
18 AGREEMENT which has been signed by both Parties. This AGREEMENT  
19 supersedes all prior negotiations, understandings, representations  
20 and agreements.

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

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: Rosemary Eadie  
Authorized Signature

BY: Patricia McCaughey  
Authorized Signature

PRINT NAME: Rosemary Eadie

PRINT NAME: Patricia McCaughey

TITLE: Deputy Supt.

TITLE: Coordinator

DATE: 5-31-11

DATE: May 20, 2011

95-6001370

TAXPAYER IDENTIFICATION NUMBER

FVSD-EISS-STATE-CycleVI (36888)13  
Zip6



## GENERAL INFORMATION

<b>Mission</b>	The mission of Early Intervention for School Success (EISS) is to support the California State goal that each child reaches the standard appropriate to his/her own grade level as set by the State, and to promote professional development and education for teachers and families about the latest knowledge regarding best practices and how children learn.
<b>Vision</b>	The vision of the Early Intervention for School Success Professional Learning Community Grant is to help all children achieve academic and social success and to build a community of learners that supports best practices in the field of early childhood education. It is a unique, multifaceted program designed to help educators provide young children with age appropriate learning experiences.
<b>Goals</b>	<ul style="list-style-type: none"> <li>• Enable young children to become successful thinkers and learners</li> <li>• Focus on teacher preparation and professional development</li> <li>• Promote Professional Learning Communities</li> </ul>
<b>Program Management</b>	<p>EISS is managed by the Orange County Department of Education and is funded as part of the Pupil Retention Block Grant, AB825.</p> <p style="text-align: center;">Cathy Wietstock, EISS Program Director 200 Kalmus Drive Costa Mesa, CA 92626 cwietstock@ocde.us</p>
<b>An EISS Grant Develops:</b>	<ul style="list-style-type: none"> <li>• Research based, developmentally appropriate instructional strategies</li> <li>• A support system for administrators, teachers, support staff, and parents</li> <li>• A conduit for instructional strategies that promote best practices</li> <li>• Resources to support a community of learners committed to life-long learning</li> </ul>
<b>EISS Network</b>	<ul style="list-style-type: none"> <li>• EISS supports a growing network of schools, learning communities, trainers, coaches, and statewide initiatives.</li> <li>• EISS State Certified Trainers are a growing network of educators throughout the state who have been trained in specific instructional strategies. Candidates may be nominated from grant-funded schools that demonstrate exemplary models of classroom implementation.</li> <li>• EISS State Certified Coaches are EISS teachers who have advanced training in coaching strategies. They interact with grantees to elicit greater competence, increased capability and strengthened performance, thereby helping students to achieve. EISS Coaches are trained in building Professional Learning Communities and facilitating leadership development.</li> <li>• Additional information can be found at <a href="http://www.eissonline.com">www.eissonline.com</a></li> </ul>
<b>Data Collection and Evaluation</b>	<p>EISS conducts program impact studies and longitudinal research.</p> <p>Data collection will be completed by the EISS teacher and submitted online at <a href="https://eissdata.ocde.us">https://eissdata.ocde.us</a>. Student and teacher data will be collected using an online data collection system.</p> <p>Surveys are available on line at <a href="http://www.eissonline.com">http://www.eissonline.com</a></p> <p>All data must be completed by the following due dates: Year one - 6/30/2012 Year two - 6/30/2013</p>

*Early Intervention for School Success Adopters Packet 2011-2013*

1.	Staff Development	Who is involved	Cost
	Grant Orientation Training	EISS Site Coordinator	
	Basic Implementation Training Year 1 – required (must be completed by September 30, 2011) Year 2 – required for teachers new to the grant	All staff supporting EISS implementation (2 day training with 2 trainers – training is presented and billed by EISS State Certified Trainers)	\$2400 plus travel expenses for two trainers <b>Training &amp; Assessment Materials:**</b> EISS Handbook – 1 per classroom \$60 EISS Continuum – 1 set per school \$25 for a set of 30 EISS Preschool Continuum – 1 set per school \$25 for set of 12
	Professional Library	Administrator/Staff/Parents	\$300-\$500
	Administrators' Symposium ** Year 1 – required Year 2 – optional	Principal/Assistant Principal/Preschool Director (registration fee – retained cost)	\$1300 per participant registration fee**, plus travel expenses
	Research Institute ** Year 1 – required Year 2 – optional	2 participants minimum (registration fee – retained cost)	\$1500 per participant registration fee**, plus travel expenses
	EISS Training of Trainers - ** Year 2 – required	1 participant minimum (registration fee – retained cost)	\$1500 per participant registration fee**, plus travel expenses
	Site Follow-up visit and Technical support** Webinars • Fall • Spring	EISS Consultant EISS Office staff (retained cost)	\$2500 one-time cost in Year 1**
	EISS coaching Year 1 – optional Year 2 – required	Staff supporting EISS implementation (cost billed by EISS State Certified Trainers/Coaches)	\$600 per day, plus travel expenses
	Other professional development trainings to support areas of need identified in application and recorded in budget	To be determined by grantee	Varied – specific to training
	<b>**Retained costs:</b> Administrators' Symposium, Research Institute, site visit/technical support, EISS Training of Trainers and materials for EISS Basic 2-Day training expenses will be retained from the grant award by the EISS office. District indirect may not be calculated on retained costs.		
2.	Data Collection		Due Date
	Data is collected on the EISS Standards Based Continuum and/or the EISS Preschool Continuum and student achievement. (See Timeline for deadlines)		
	Preschool Continuum EISS K-2 Continuum	EISS Site Staff and Site Coordinator	Baseline – October 31, 2011 Final – June 1, 2012
	K-2 Teacher Survey Preschool Teacher Survey	K-2 Teachers Preschool Teachers	June 29, 2012
	Parent Survey	Site Coordinator/Teachers	June 29, 2012
	Training Report	Site Coordinator	June 29, 2012
	End of Year Reports	EISS Site Coordinator	June 29, 2012
3.	Board Approval	EISS Site Coordinator/School Board	Prior to funding
4.	Adopter's Verification Form	EISS Site Coordinator	September 30, 2011
	Budget Development – Monitor grant budget and submit claim forms	EISS Site Coordinator Principal District Financial Officer	

**Grant Assurances – Cycle V**

The following Assurances are required of all applicants for an EISS PLC grant. (See project requirements beginning on Page 4) Site administrators must review with Site Coordinator and initial each assurance. Applications without signed assurances will be considered “incomplete” and will not be reviewed. Failure to abide by the assurances may result in grant termination. A formal signature page follows the Assurances. **It is imperative that teachers be aware of these assurances.**

**As the duly authorized representative of this applicant, I certify compliance with each of the following assurances:**

**Administrator initials:**

- The designated Site Coordinator will participate in the EISS Site Coordinator Orientation Training and maintain communication with EISS grant office.
- All personnel who sign the staff commitment page (P. 17) will attend the 2-day Basic Implementation Training.
- The Site Administrator will participate in the 2-Day Basic Implementation Training and will be in attendance for at least the full morning of the first day.
- The Site Administrator will attend Administrators’ Symposium.
- A minimum of two teachers, who have been actively involved in all phases of grant, will attend the EISS Research Institute during year one of implementation.
- A minimum of 2 days of EISS Coaching will be scheduled during Year 2 of the grant. EISS State Certified Coaches will work with site on self-identified needs.
- A team member or members from the adoption site who has been actively involved in all phases of the program will attend the EISS Training Institute during the adopter’s second year of implementation.
- A site-based PLC will be developed or enhanced to ensure a multi-disciplinary approach to planning and scaffolding differentiated instructional practices.
- Through ongoing collaboration, the PLC will use the strategies of observation, anecdotal records, portfolios, and district mandated multiple measures to record student progress on the EISS Standards Based Continuum or the EISS Preschool Continuum. On-going assessment records will be provided during site visit for EISS staff review.
- Teachers will encourage family education and involvement in their classrooms, and connect with community partners to enhance student achievement.
- Teachers will participate in the monitoring and evaluation process as developed and directed by the EISS office. Teachers will submit data two times each year of the grant on or before required date using the EISS Standard Based Continuum or the EISS Preschool Continuum.

*Early Intervention for School Success Adopters Packet 2011-2013*

- \_\_\_ Applicant agrees to release an EISS Advanced Training Participant or an EISS Certified Trainer, up to a maximum of 8 days, during the following two school years, for the purpose of training newly adopting classrooms or schools. Costs incurred will be paid by the schools requesting the training activities.
- \_\_\_ Applicant agrees to disseminate the EISS Program to other schools within the applicant's home district. Activities may include: Conducting EISS awareness presentations; training implementation teams; providing consultation; and hosting model demonstration classrooms. The 8 days of release time should include dissemination activities within the home district.
- \_\_\_ Applicant intends to continue implementation of the EISS PIC program after grant funding ceases with a continued focus on: long-term EISS goals that enable young children to become successful thinkers and learners; teacher preparation and professional development; and promotion of Professional Learning Communities.

Completed in Original Submission

**EISS IMPLEMENTATION TIMELINE**

The key activities for a school's first year in EISS are arranged below chronologically in order to help schools understand the scope of the program.

	<i>Description of Activities</i>	<i>Dates</i>
1.	✓ Identify grant writer, project participants, EISS Site Coordinator and district financial officer.	Prior to Grant Writing
2.	✓ Obtain commitments from the following key personnel as they pertain to your grant application: <b>Principal or Administrator (Required)</b> <b>Regular Classroom Teachers (Required)</b> Psychologists Guidance Counselors Special Education Teachers Paraprofessionals Resource Specialists Social Workers Program Specialists Migrant Teachers Speech Therapists/Pathologists, Nurses Remedial Reading Teachers Community Liaison Personnel Parents	Prior to Grant Writing
3.	✓ A <u>2 year</u> budget to support scope of implementation to include 2 days of staff training, assessment materials, coordinator training, Administrator's Symposium, Research Institute Conference, coaching, and site follow-up visit. (The grant provides sufficient funding for these expenses).	Prior to Grant Writing
4.	School Board must approve application to authorize funding.	Prior to Funding
5.	EISS Site Coordinator will: a. Participate in Webinar Orientation b. Complete Adopter Verification Form (Online form at <a href="http://www.eissonline.com">www.eissonline.com</a> ) and Fall and Spring Webinars c. Facilitate contact with EISS trainers and coaches d. Facilitate site data collection and submittal to EISS office (forms & survey available online at <a href="http://www.eissonline.com">www.eissonline.com</a> ) e. Inform EISS office of any contact information changes f. Monitor grant budget and submit claim forms g. Facilitate site visit with EISS office h. Set up training which includes: • Ordering of EISS materials • Scheduling and contracting with trainers • Providing training space including access to computer lab on day 2 of basic implementation training	A. Orientation Training – Wednesday, May 18, 2011 B. Adopter Verification Form – due Friday, September 30, 2011 C. Inform EISS office of your Basic 2 Day Training dates prior to training, no later than Friday, August 19, 2011 on the Materials Order Form in this packet. You may also obtain this form on the EISS website and E-mail to <a href="mailto:mdillingham@ocde.us">mdillingham@ocde.us</a> .

*Early Intervention for School Success Adopters Packet 2011-2013*

6.	The EISS office will refer the EISS Site Coordinator to trainers in their area. Two day basic implementation training, a minimum of 2 coaching days, and follow-up with an EISS staff member are budgeted to ensure successful implementation of the program's requirements. At the culmination of training, participants will be ready to assess students and provide appropriate instruction in a standards based learning environment. The site EISS Team will learn strategies and coaching skills to build and support a Professional Learning Community.	Dates arranged with EISS Trainer  Basic 2 day Implementation Training must be completed by September 30, 2011
7.	The EISS PLC will: <ul style="list-style-type: none"> <li>➤ Meet regularly to reflect on student data and progress using the EISS continuum (including student, group, and class reports generated from EISS online data entry system)</li> <li>➤ Keep records of regular PLC meetings (to be reviewed at site visit)</li> <li>➤ Plan for next steps: training, coaching, data collection, and student programming.</li> </ul>	During School Assessment Period and ongoing use of the EISS Continuum throughout the year. Dates for data submittal can be found on page 8
8.	Create and maintain a Professional Library with multiple copies of professional books to encourage each teacher's professional learning and positively impact student achievement.	Ongoing
9.	Inform families of ongoing assessment through individual conferences.	School's Conference Dates
10.	Preliminary Claim Forms	February 15, 2012
11.	Site Administrator/Director will attend a 2 day Administrators' Symposium for the purpose of building leadership capacity.	Sept. 30-Oct. 1, 2011 San Mateo Marriott 1770 South Amphlett Blvd. San Mateo, CA 94402
12.	EISS State Certified Coaches: Coordinator will schedule coaching in support of self-identified areas of need.	Minimum of 2 days Year 1 - optional Year 2 - required
13.	EISS Site Follow-Up Visits: EISS staff will visit the funded site following training to visit classrooms, meet with participating staff to discuss additional training and coaching needs, and review student continuums and PLC documentation.	During the school year
14.	Research Institute: Each funded school is required to send two or more teachers in year one. (Attendance in year two is optional) The staff members nominated to attend must have previously attended the Basic 2 Day Implementation Training.	Southern California Spring 2012
15.	Dissemination Plan: Funded sites commit to disseminate the EISS program to other classrooms in their school and to preschool through 2 <sup>nd</sup> grade classrooms within their district or county. (Dissemination activities could include awareness presentations, training of new implementation teams, sharing the EISS Continuum and expanding the Professional Learning Community.)	As written in funded EISS grant



## Data Collection Reporting Calendar

### CYCLE VI (2011-2013)

REPORTING FORM	RESPONSIBLE PERSONS	DUE DATES	
		YEAR ONE	YEAR TWO
Data Collection: •Preschool Continuum •EISS K-2 Continuum	Teachers and Assessment Team	<u>Baseline</u> October 31, 2011  <u>Final</u> June 1, 2012	<u>Baseline</u> October 31, 2012  <u>Final</u> June 7, 2013
K-2 Teacher Survey Preschool Teacher Survey	K-2 Teachers Preschool Teachers	June 29, 2012	June 28, 2013
Parent Survey	Site Coordinator/Teachers	June 29, 2012	June 28, 2013
Training Report	Site Coordinator	June 29, 2012	June 28, 2013
End of Year Report	Site Coordinator	June 29, 2012	June 28, 2013

Forms can be found at: <http://www.eissonline.com> under Grantees/Forms

On-line Data Entry System  
<https://eissdata.ocde.us>

## **EISS grants must comply with the requirements for Year One and Year Two**

### **Year One**

- **Basic 2-Day Implementation Training**
- **EISS Research Institute 3 day conference**
- **Administrators' Symposium 2 day conference**
- **Site follow-up visit by EISS staff**
- **Purchase of EISS Handbooks, continuums and required materials**
- **Submit invoices and budget summary reports**
- **Data collection to be submitted in October and June**
- **Collection and submittal of data including surveys, training reports, and end of year report**
- **Optional: Coaching to support self-identified areas of need**

### **Year Two (On-going)**

- **Minimum of two days of coaching to support self-identified areas of need**
- **Optional: Research Institute and Administrators' Symposium**
- **Submit invoices and budget summary report**
- **Data collection to be submitted in October and June**
- **Collection and submittal of data including surveys, training reports, and end of year report**
- **EISS Training of Trainers: 3 day conference**





**EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS)  
PRELIMINARY BUDGET AND EXPENDITURE CLAIM FORM  
PROFESSIONAL LEARNING COMMUNITIES  
IMPLEMENTATION GRANT**

Exhibit "B"

**Instructions:** Please complete and return to Cathy Wietstock, Ed.D, Program Director. Include only Professional Learning Communities Implementation Grant claims for the period July 1 through June 30 of the current year on this form. Preliminary Claim forms may be submitted as needed. If you have any questions, please call Lynn Turner at (714) 327-8180.

District: \_\_\_\_\_

Grant Amount: \_\_\_\_\_  
(for current year)

School(s): \_\_\_\_\_

Grant Cycle: VI

Grant Year: \_\_\_\_\_

Account Number	Expenditure Classification	Approved Budget	Expenditures Claimed
		<b>Total:</b>	

Signature of Claim Preparer \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number – Claim Preparer \_\_\_\_\_

Signature of Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

**(Guarantees to Orange County Superintendent of Schools that EISS Funds granted are expended for the purposes intended.)**

**RETURN TO:  
EARLY INTERVENTION FOR SCHOOL SUCCESS  
Orange County Department of Education  
Attention: Lynn Turner  
P. O. Box 9050  
Costa Mesa, CA 92628-9050**

<b>EISS USE ONLY</b>	
<b>CONDITIONS MET AS AGREED</b>	
<b>APPROVED FOR PAYMENT:</b>	
_____ Program Director, EISS	_____ Date



**EARLY INTERVENTION FOR SCHOOL SUCCESS (EISS)    Exhibit "C"**  
**FINAL BUDGET AND EXPENDITURE CLAIM FORM**  
**PROFESSIONAL LEARNING COMMUNITIES**  
**IMPLEMENTATION GRANT**

**Instructions:** Please complete and return to Cathy Wietstock, Ed.D., Program Director. Include only Professional Learning Communities Implementation Grant claims for the period July 1 through June 30 of the current year on this form. This form is due no later than July 30 of the current year. If you have any questions, please call Lynn Turner at (714) 327-8180.

District: \_\_\_\_\_  
 School(s): \_\_\_\_\_

Grant Amount: \_\_\_\_\_  
(for current year)  
 Grant Cycle: VI  
 Grant Year: \_\_\_\_\_

Account Number	Expenditure Classification	Approved Budget	Expenditures Claimed
4310, 5220, 5851	Training & Assessment Materials, Administrative Symposium, Research Institute, Training of Trainers, and EISS Office Consultant		
		<b>Sub Total:</b>	

**\*Retained costs to be deducted by EISS**

Less Preliminary Claim Payment(s): \_\_\_\_\_

Less Retained Costs: \_\_\_\_\_

Total: \_\_\_\_\_

Signature of Claim Preparer \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number – Claim Preparer \_\_\_\_\_

Signature of Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

(Guarantees to Orange County Superintendent of Schools that EISS Funds granted are expended for the purposes intended.)

**RETURN TO:**  
**EARLY INTERVENTION FOR SCHOOL SUCCESS**  
**Orange County Department of Education**  
**Attention: Lynn Turner**  
**P. O. Box 9050**  
**Costa Mesa, CA 92626-9050**

<b>EISS USE ONLY</b>  <b>CONDITIONS MET AS AGREED</b>  <b>APPROVED FOR PAYMENT:</b>  _____ <b>Program Director, EISS                      Date</b>
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FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Ph.D., Superintendent  
**FROM:** Rosemary Eadie, Deputy Superintendent, Instruction/Personnel  
**SUBJECT:** ***ACCEPTANCE OF AGREEMENT FOR ADMINISTRATOR  
TRAINING PROGRAM***  
**DATE:** June 15, 2011

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**BACKGROUND**

This agreement is made and entered into by and between the Orange County Superintendent of Schools and Fountain Valley School District. AB 430 training is focused on building administrators' leadership skills and capacity to serve effectively in their critical and complex roles. The goal of AB 430 is to develop school site and district administrators who come from a variety of contexts and challenging environments, which are able to establish sound and clear instructional goals, who collaboratively develop data-driven instructional strategies, and who lead a school through powerful instructional change. This agreement shall be in full force and effect for the period commencing July 1, 2011 and ending on June 30, 2012.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Administrator Training Program between the Orange County Superintendent of Schools and the Fountain Valley School District for the period commencing July 1, 2011 and ending on June 30, 2012.

2 FOUNTAIN VALLEY SCHOOL DISTRICT  
3 ADMINISTRATOR TRAINING PROGRAM

4 This AGREEMENT is hereby made and entered into this 20th day of  
5 May, 2011, by and between the Orange County Superintendent of  
6 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter  
7 referred to as SUPERINTENDENT, maintaining the Administrator  
8 Training Program, and Fountain Valley School District, 10055 Slater  
9 Avenue, Fountain Valley, California 92708, hereinafter referred to  
10 as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively  
11 referred to as the Parties.

12 1.0 BASIS OF AGREEMENT. SUPERINTENDENT, as a State Board of  
13 Education (SBE) approved AB 430 Training Provider will provide  
14 training for DISTRICT administrators focused on building  
15 administrators' leadership skills and capacity to serve effectively  
16 in their critical and complex roles. The goal of AB 430 is to  
17 develop school site and district administrators who come from a  
18 variety of contexts and challenging environments, which are able to  
19 establish sound and clear instructional goals, who collaboratively  
20 develop data-driven instructional strategies, and who lead a school  
21 through powerful instructional change.

22 2.0 TERM. This AGREEMENT shall be in full force and effect for the  
23 period commencing July 1, 2011 and ending on June 30, 2012, subject  
24 to termination as set forth in this AGREEMENT.

25 3.0 TRAINING. SUPERINTENDENT as a Training Provider shall design a  
program to fit the needs of DISTRICT and its schools and  
administrators. Through collaboration with the DISTRICT,

1 SUPERINTENDENT shall individualize and differentiate its training  
2 program options to address various levels of administrator  
3 experiences, current competencies, and prior training.

4 SUPERINTENDENT will also work in collaboration with DISTRICT and its  
5 partners (institutions of higher education and other educational  
6 entities) to plan and provide high quality, intensive, follow-up  
7 trainings. SUPERINTENDENT shall provide training in one or more of  
8 the following modules:

9 3.1 Module 1: Leadership and Support of Student  
10 Instructional Programs. (40 hours of training and 40  
11 hours of Practicum)

12 3.2 Module 2: Maximizing Financial and Human Resources.  
13 (20 hours of training plus additional 20 hours of  
14 Practicum)

15 3.3 Module 3: Instructional Technology to Improve Pupil  
16 Performance. (20 hours of training plus additional 20  
17 hours of Practicum)

18 4. DISTRICT'S RESPONSIBILITIES. DISTRICT agrees to the following:

19 4.1 Identify an administrator and liaison to work closely  
20 with SUPERINTENDENT to create a schedule for  
21 professional development that meets the DISTRICT'S  
22 training needs according to state criteria.

23 4.2 Provide the names of the administrators that will be  
24 participating in the AB 430 Administrator Training  
25 Program. In addition, provide the number of  
administrators, name of the school, and which  
training module each will be attending.

1           4.3     Ensure that all administrators understand their  
2                     responsibilities and the requirements of the AB 430  
3                     Administrator Training Program.

4   5.0   TRAINING COSTS. The costs for the AB 430 Administrator Training  
5   Program modules and practicum are as follows:

- 6           • AB 430 Module 1 (40 hours training + 40 hours practicum):  
7                     \$2,000.00 Per Participant.
- 8           • AB 430 Module 2 (20 hours training + 20 hours practicum):  
9                     \$900.00 Per Participant.
- 10          • AB 430 Module 3 (20 hours training + 20 hours practicum):  
11                     \$900.00 Per Participant.

12   6.0   PAYMENT.

13           A. DISTRICT agrees to pay SUPERINTENDENT the total sum not to  
14   exceed Three thousand eight hundred dollars (\$3,800.00) for services  
15   satisfactorily rendered pursuant to Section 3.0 of this AGREEMENT.  
16   Payment shall be made to SUPERINTENDENT upon performance of services  
17   and receipt and approval of an invoice in triplicate. Payment shall  
18   be mailed to: Orange County Superintendent of Schools, Attn:  
19   Accounting Manager, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa,  
20   California 92628-9050, or at such other place as SUPERINTENDENT may  
21   designate in writing.

22           B. DISTRICT may withhold or delay any payment should  
23   SUPERINTENDENT fail to comply with any of the provisions set forth  
24   in this AGREEMENT.

25           C. The obligation of DISTRICT under this AGREEMENT is  
contingent upon the availability of funds furnished by the State of  
California. In the event that such funding is terminated or reduced,

1 this AGREEMENT may be terminated and DISTRICT'S fiscal obligations  
2 hereunder shall be limited to a pro rated amount of funding actually  
3 received by the DISTRICT under the grant. DISTRICT shall provide  
4 SUPERINTENDENT written notification of such termination. Notice  
5 shall be deemed given when received by the SUPERINTENDENT or no  
6 later than three (3) days after the day of mailing, whichever is  
7 sooner.

8 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times  
9 shall be an independent contractor and shall be wholly responsible  
10 for the manner in which the services required by the terms of this  
11 AGREEMENT are performed. Nothing herein contained shall be construed  
12 as creating the relationship of employer and employee or principal  
13 and agent between SUPERINTENDENT and DISTRICT. SUPERINTENDENT  
14 assumes the responsibility for the acts and omissions of its  
15 employees or agents as they relate to the services to be provided.  
16 SUPERINTENDENT, its officers, agents and employees, shall not be  
17 entitled to any rights, and/or privileges of DISTRICT'S employees  
18 and shall not be considered in any manner to be DISTRICT'S  
19 employees.

20 8.0 HOLD HARMLESS/INDEMNIFICATION.

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

1 or officers of SUPERINTENDENT or the Orange County Board of  
2 Education during the period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold  
4 harmless SUPERINTENDENT, the Orange County Board of Education, and  
5 its officers, agents, and employees from liability and claims of  
6 liability for bodily injury, personal injury, sickness, disease, or  
7 death of any person or persons, or damage to any property, real,  
8 personal, tangible or intangible, arising out of the negligent acts  
9 or omissions of employees, agents or officers of DISTRICT during the  
10 period of this AGREEMENT.

11 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agrees that  
12 they will not engage in unlawful discrimination of persons because  
13 of race, color, religious creed, national origin, ancestry, physical  
14 handicap, medical condition, marital status, or age or sex of such  
15 persons.

16 10.0 APPLICABLE LAW. The services completed herein must meet the  
17 approval of the SUPERINTENDENT'S general right of inspection to  
18 secure the satisfactory completion thereof. DISTRICT agrees to  
19 comply with all federal, state and local laws, rules, regulations  
20 and ordinances that are now or may in the future become applicable  
21 to DISTRICT, DISTRICT'S business, equipment and personnel engaged in  
22 operations covered by this AGREEMENT or occurring out of the  
23 performance of such operations.

24 11.0 ASSIGNMENT. SUPERINTENDENT or DISTRICT shall not subcontract or  
25 assign the performance of any of the services in this AGREEMENT  
without prior written approval of the other party.



1 12.0 RETENTION OF RECORDS.

2 12.1 SUPERINTENDENT shall preserve and make available, to  
3 DISTRICT and the State Board of Education, all records  
4 for a period of five (5) years from the date of final  
5 payment under this AGREEMENT, and for a longer period,  
6 if any, as is required by applicable statute, or by any  
7 other clause of this AGREEMENT.

8 12.2 DISTRICT shall preserve and make available, to  
9 SUPERINTENDENT and the State Board of Education, all  
10 records for a period of five (5) years from the date of  
11 final payment under this AGREEMENT, and for a longer  
12 period, if any, as is required by applicable statute, or  
13 by any other clause of this AGREEMENT.

14 13.0 TOBACCO USE POLICY. In the interest of public health,  
15 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
16 use of any tobacco products are prohibited in buildings and  
17 vehicles, and on any property owned, leased or contracted for by the  
18 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
19 abide with conditions of this policy could result in the termination  
20 of this AGREEMENT.

21 14.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT  
22 or DISTRICT with or without cause, upon the giving of thirty (30)  
23 days prior written notice to the other party.

24 15.0 NOTICES. All notices or demands to be given under this  
25 AGREEMENT by either party to the other shall be in writing and given  
either by: i) Personal service, or ii) U.S. Mail, mailed either by

1 registered or certified mail, return receipt requested, with postage  
2 prepaid. Service shall be considered given when received if  
3 personally served or, if mailed, on the third (3rd) day after  
4 deposit in any U.S. Post Office. The address to which notices or  
5 demands may be given by either party may be changed by written  
6 notice given in accordance with the notice provisions of this  
7 section. As of the date of this AGREEMENT the addresses of the  
8 parties are as follows:

9           DISTRICT: Fountain Valley School District  
10                    10055 Slater Avenue  
11                    Fountain Valley, California 92708  
12                    Attn: \_\_\_\_\_

13           SUPERINTENDENT: Orange County Superintendent of Schools  
14                    200 Kalmus Drive  
15                    Costa Mesa, California 92626  
16                    Attn: Patricia McCaughey

17 16.0 SEVERABILITY. If any term, condition or provision of this  
18 AGREEMENT is held by a court of competent jurisdiction to be  
19 invalid, void, or unenforceable, the remaining provisions will  
20 nevertheless continue in full force and effect, and shall not be  
21 affected impaired or invalidated in any way.

22 17.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
23 shall be governed by the laws of the State of California, with venue  
24 in Orange County, California.

25 18.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
attached hereto constitute the entire agreement between  
SUPERINTENDENT and DISTRICT regarding the services and any agreement  
made shall be ineffective to modify this AGREEMENT in whole or in  
part unless such agreement is embodied in an Amendment to this

1 AGREEMENT which has been signed by both Parties. This AGREEMENT  
2 supersedes all prior negotiations, understandings, representations  
3 and agreements.

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

6 DISTRICT: FOUNTAIN VALLEY DISTRICT ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

7 BY: Rosemary Eadie BY: Patricia McCaughey  
8 Authorized Signature Authorized Signature

9 PRINT NAME: Rosemary Eadie PRINT NAME: Patricia McCaughey

10 TITLE: Deputy Supt. TITLE: Coordinator

11 DATE: 5-24-11 DATE: May 20, 2011

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FVSD-AB430(36872)12  
ZIP4



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## MEMORANDUM

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

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

**SUBJECT:** **Medi-Cal Administrative Activities (MAA) Participation Agreement**

**DATE:** June 16, 2011 – for June 23, 2011 Board Meeting

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### **BACKGROUND**

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

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2011 through June 30, 2012 and authorize the Superintendent or designee to sign all documents.

srb

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

5 This AGREEMENT is hereby entered into this 5th day of May,  
6 2011, by and between the Orange County Superintendent of Schools,  
7 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local  
8 Educational Consortium (LEC), hereinafter referred to as  
9 SUPERINTENDENT, and the Fountain Valley School District, 10055  
10 Slater Avenue, Fountain Valley, California 92708, hereinafter  
11 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be  
12 collectively referred to as the Parties.

13 WITNESSETH:

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

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

WHEREAS, the goal of the Medi-Cal Administrative  
Activities (MAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing Medi-Cal Administrative  
6 Activities and wishes to participate in the Medi-Cal Administrative  
7 Activities Program.

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

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2011, and ending on June 30, 2012,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

13 a. Certify to the STATE the amount of DISTRICT'S general  
14 funds or any other funds allowed under federal law and  
15 regulation expended on the allowable "Program  
16 activities".

17 b. Certify to the STATE the availability and expenditure of  
18 one hundred percent (100%) of the non-federal cost of  
19 performing Program activities.

20 c. Certify to the STATE that DISTRICT expenditures  
21 represent costs that are eligible for federal financial  
22 participation for that fiscal year.

23 d. Act as liaison between STATE and DISTRICT.

24 e. Represent DISTRICT'S issues, concerns, and questions at  
25 scheduled statewide LEC Committee meetings and MAA  
Program work groups.

- 1 f. As mandated by STATE, attend STATE trainings.
- 2 g. Conduct Region 9 LEC DISTRICT MAA Coordinator meetings  
3 and trainings.
- 4 h. On behalf of STATE, provide STATE approved training  
5 materials and updates to DISTRICT.
- 6 i. On behalf of STATE, provide Program technical  
7 assistance.
- 8 j. Review time survey trainings conducted by or for the  
9 DISTRICT.
- 10 k. Review DISTRICT'S quarterly time survey forms for  
11 accuracy and completeness and request corrections if  
12 necessary.
- 13 l. Review DISTRICT'S quarterly invoice documents for  
14 accuracy and completeness and request corrections if  
15 necessary.
- 16 m. Review corrected documents for compliance with rules and  
17 regulations related to time surveys and fiscal reports;  
18 work with DISTRICT to resolve any outstanding matters  
19 that prevent SUPERINTENDENT'S certification of claim.
- 20 n. Provide DISTRICT with statewide Local Educational  
21 Consortium (LEC) Committee MAA LEA Appeals Process  
22 information upon request.
- 23 o. Review and submit the detailed quarterly invoice with  
24 Claiming Unit Functions Grid to the STATE on behalf of  
25 the DISTRICT and convey to the DISTRICT by warrant all  
funds received on behalf of DISTRICT from the STATE less

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

5 p. Monitor compliance of DISTRICT with all Federal, State,  
6 and SUPERINTENDENT'S PROGRAM requirements.

7 q. Review DISTRICT'S Operational Plan Audit/File at least  
8 once every three (3) years.

9 r. Designate an employee to act as liaison to DISTRICT  
10 regarding issues relating to this AGREEMENT.

11 3.0 RESPONSIBILITIES OF DISTRICT.

12 a. Assess MAA claiming potential within the DISTRICT and  
13 determine which staff will participate in the time  
14 survey and what direct charges, if applicable, will be  
15 claimed.

16 b. Certify to the SUPERINTENDENT and STATE the amount of  
17 DISTRICT'S general funds or any other funds allowed  
18 under Federal law and regulations expended on the  
19 allowable "Program activities".

20 c. Comply fully with all Title XIX Federal, State, and  
21 SUPERINTENDENT'S Program requirements.

22 d. Certify to SUPERINTENDENT and STATE the availability and  
23 expenditure, from allowable non-federal funding sources,  
24 of one hundred percent (100%) of the cost of performing  
25 Program activities.



- 1 e. Certify to SUPERINTENDENT and STATE expenditures  
2 represent costs that are eligible for federal financial  
3 participation for that fiscal year.
- 4 f. If subcontracting for Program coordination and training,  
5 provide SUPERINTENDENT with a copy of the DISTRICT'S  
6 contract with vendor.
- 7 g. Ensure that DISTRICT'S designated MAA Coordinator  
8 attends quarterly Region 9 LEC MAA Coordinators  
9 trainings and meetings.
- 10 h. Adhere to timelines established by the STATE and  
11 SUPERINTENDENT for completion of Program documentation  
12 (e.g., Program invoices, time surveys, reports, etc.).  
13 Respond in a timely manner to all STATE and  
14 SUPERINTENDENT requests for information and  
15 documentation.
- 16 i. Respond to SUPERINTENDENT reviews with information and  
17 corrected documents upon request.
- 18 j. Work with SUPERINTENDENT to resolve any outstanding  
19 matters.
- 20 k. Appeal SUPERINTENDENT decision through the statewide  
21 Local Educational Consortium (LEC) Committee MAA LEA  
22 Appeals Process if necessary.
- 23 l. Conduct time survey trainings for all DISTRICT survey  
24 participants.
- 25 m. Complete time studies, as required by the Centers for  
Medicare and Medicaid Services (CMS), to determine the

1 amount of paid time spent on Program claimable  
2 activities.

3 n. Ensure that MAA Time Survey forms are properly  
4 administered according to Federal, STATE, and  
5 SUPERINTENDENT requirements.

6 o. Ensure that Time Surveys needing correction are  
7 corrected prior to inclusion in the MAA quarterly  
8 invoice.

9 p. Provide SUPERINTENDENT with copies of completed  
10 quarterly Time Survey forms upon request.

11 q. Develop and maintain an Operational Plan/Audit File to  
12 include at a minimum the following:

- 13 • Training materials and original attendance  
14 sheets
- 15 • Original Time Survey forms and other Time  
16 Survey documentation, including validation of  
17 time survey participant attendance for the time  
18 survey period
- 19 • Time certification and supporting documentation  
20 for direct charge staff
- 21 • Claiming Unit Functions Grids
- 22 • Position Descriptions/Duty Statements
- 23 • Medi-Cal Percentage documentation
- 24 • Invoice documents and supporting documentation
- 25 • Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

r. Prepare and certify school-based MAA Invoices and  
Claiming Unit Functions Grids in conformance with STATE  
requirements.

- 1 s. Submit quarterly claim to SUPERINTENDENT within twelve  
2 (12) months following the end of the quarter.
- 3 t. Provide SUPERINTENDENT with copies of MAA invoice  
4 supporting documentation upon request.
- 5 u. Maintain Program claim documentation for a period of not  
6 less than three (3) years after the quarterly invoice  
7 payment is received. If an audit is in progress, all  
8 records relevant to the audit shall be retained until  
9 completion of the audit or final resolution, whichever  
10 is later. Such documentation shall be subject, at all  
11 reasonable times, to inspection and/or audit by the CMS  
12 or other Federal agencies, STATE, and/or SUPERINTENDENT.
- 13 v. In the event an Invoice/Claiming Unit Functions Grid is  
14 revised or is disallowed by STATE, agree to reimburse  
15 SUPERINTENDENT within thirty (30) days of receipt of an  
16 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S  
17 payment to the STATE for DISTRICT'S revised or  
18 disallowed Invoice/Claiming Unit Functions Grid.
- 19 w. Ensure no duplicative billings.
- 20 x. Hold SUPERINTENDENT harmless from any federal  
21 disallowance of MAA claim payments made to DISTRICT by  
22 the STATE.
- 23 y. Designate an employee to act as a liaison with  
24 SUPERINTENDENT to provide DISTRICT specific information  
25 relative to MAA Program administration and fiscal  
issues.

1 z. Complete and return with the fully executed AGREEMENT,  
2 SUPERINTENDENT'S Medi-Cal Administrative Activities  
3 (MAA) District Information 2011/2012 form, Appendix "A",  
4 attached hereto and incorporated by reference herein.

5 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
6 DISTRICT'S responsibilities outlined in Section 3.0 of this  
7 AGREEMENT and after SUPERINTENDENT has received reimbursement from  
8 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT  
9 shall convey to DISTRICT by warrant, all funds received on behalf of  
10 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
11 STATE as determined in Section 5.0 below. No funds will be conveyed  
12 to DISTRICT for invoices that have been revised or disallowed by the  
13 STATE. Payment to DISTRICT shall be made within forty-five (45)  
14 days of receipt and reconciliation of STATE funds by SUPERINTENDENT.

15 5.0 FEE SCHEDULE.

16 A. Annual STATE Participation Fee. SUPERINTENDENT will be  
17 responsible for DISTRICT share of the STATE Participation Fee, which  
18 is based on the STATE'S cost for administering the MAA claiming  
19 process. In the event that the STATE costs for the 2011/2012 fiscal  
20 year exceed the amount of the STATE costs contracted with  
21 SUPERINTENDENT for the 2010/2011 fiscal year, SUPERINTENDENT will  
22 reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S  
23 share of the STATE Participation Fee increase.

24 B. SUPERINTENDENT'S Administrative Support Fees. After  
25 SUPERINTENDENT has received reimbursement from the STATE for  
DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to

1 DISTRICT an amount equal to the Federal share of cost received as  
2 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a  
3 four and a half percent (4 1/2%) fee per quarterly claim which will  
4 be used to support SUPERINTENDENT'S MAA administration.

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

16 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
17 this AGREEMENT, shall be and act as an independent contractor.  
18 SUPERINTENDENT understands and agrees that he/she and all of his/her  
19 employees shall not be considered officers, employees or agents of  
20 the DISTRICT, and are not entitled to benefits of any kind or nature  
21 normally provided employees of the DISTRICT and/or to which  
22 DISTRICT'S employees are normally entitled, including, but not  
23 limited to, State Unemployment Compensation or Workers'  
24 Compensation. SUPERINTENDENT assumes full responsibility for the  
25 acts and/or omissions of his/her employees or agents as they relate  
to the services to be provided under this AGREEMENT. SUPERINTENDENT

1 shall assume full responsibility for payment of all federal, state  
2 and local taxes or contributions, including unemployment insurance,  
3 social security and income taxes with respect to SUPERINTENDENT'S  
4 employees.

5 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times  
6 enforce appropriate discipline and good order among its employees  
7 and shall not knowingly employ any unfit person or anyone not  
8 skilled in providing the services required under this AGREEMENT.  
9 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S  
10 opinion, is incompetent, unfit, intemperate, troublesome or  
11 otherwise undesirable shall be excluded from providing services  
12 under this AGREEMENT and shall not again provide services except  
13 with written consent of DISTRICT.

14 8.0 COPYRIGHT.

15 A. DISTRICT understands and agrees that all forms, plans, and  
16 related instructional materials developed by SUPERINTENDENT or  
17 DISTRICT under this AGREEMENT shall become the exclusive property of  
18 Department of Health Care Services. The Department of Health Care  
19 Services shall have all right, title and interest in said matters,  
20 including the right to secure and maintain the copyright, trademark  
21 and/or patent all forms and related instructional materials  
22 developed under this AGREEMENT.

23 9.0 HOLD HARMLESS.

24 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
25 harmless DISTRICT, its Governing Board, and its officers, agents,  
and employees from liability and claims of liability for bodily

1 injury, personal injury, sickness, disease, or death of any person  
2 or persons, or damage to any property, real, personal, tangible or  
3 intangible, arising out of the negligent acts or omissions of  
4 employees, agents or officers of SUPERINTENDENT or the Orange County  
5 Board of Education during the term of this AGREEMENT.

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

14 10.0 CONFIDENTIALITY.

15 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
16 of their respective records and information, governing the  
17 confidentiality of client or student information for Medi-Cal  
18 clients served under this AGREEMENT. Applicable laws include, but  
19 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
20 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
21 California Code of Regulations Section 51009 and all applicable  
22 federal and/or state laws or regulations as each may now exist or be  
23 hereafter amended. The confidentiality obligations contained in  
24 this section shall survive termination of this AGREEMENT.

25 B. DISTRICT understands and agrees to take all reasonable  
steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S

1 agents' proprietary data provided for purposes of this AGREEMENT  
2 hereinafter defined as; data file specifications, related  
3 instructions, management reports, training materials, plans or other  
4 information relating to the performance of SUPERINTENDENT'S agents  
5 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
6 to this AGREEMENT. DISTRICT shall not during or after the term of  
7 this AGREEMENT, permit the copying, duplication, or use of any of  
8 SUPERINTENDENT'S agents' proprietary data by or to any person other  
9 than authorized employees, agents or representatives of DISTRICT.

10 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
11 to assure that the information supplied to SUPERINTENDENT hereunder  
12 shall be true, complete, and accurate in all respects. DISTRICT  
13 shall assume sole responsibility for the truth, completeness and  
14 accuracy of all information supplied to SUPERINTENDENT and agrees  
15 that SUPERINTENDENT shall have no responsibility or liability for  
16 the truth, completeness or accuracy of any information submitted by  
17 DISTRICT hereunder.

18 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
19 for damages or losses to DISTRICT employees, agents, independent  
20 contractors or students relating to lost medical services or lost  
21 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
22 any sums DISTRICT does not obtain in reimbursement from the STATE,  
23 or for any incidental, indirect, special or consequential damages to  
24 DISTRICT arising from the denial of any request for reimbursement  
25 from the STATE.



1 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
2 AGREEMENT shall not be assigned by the DISTRICT without prior  
3 written approval of SUPERINTENDENT.

4 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
5 must meet the approval of the DISTRICT and shall be subject to the  
6 DISTRICT'S general right of inspection to secure the satisfactory  
7 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
8 with all federal, state and local laws, rules, regulations and  
9 ordinances that are now or may in the future become applicable to  
10 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
11 operations covered by this AGREEMENT or accruing out of the  
12 performance of such operations.

13 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
14 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
15 employ any unlawful discriminatory practices in employment of  
16 personnel or in any other respect on the basis of sex, race, color,  
17 ethnicity, national origin, ancestry, religion, age, martial status,  
18 medical condition, sexual orientation, physical or mental disability  
19 or any other protected group in accordance with the requirements of  
20 all applicable Federal or State law.

21 16.0 TOBACCO USE POLICY. In the interest of public health,  
22 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
23 use of any tobacco products are prohibited in buildings and  
24 vehicles, and on any property owned, leased or contracted for by the  
25 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure

1 to abide with conditions of this policy could result in the  
2 termination of this AGREEMENT.

3 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
4 or without cause, terminate this AGREEMENT with the giving of thirty  
5 (30) days prior written notice to the other party.

6 18.0 NOTICE. All notices or demands to be given under this  
7 AGREEMENT by either party to the other shall be in writing and given  
8 either by: (a) personal service or (b) by U.S. Mail, mailed either  
9 by registered or certified mail, return receipt requested, with  
10 postage prepaid. Service shall be considered given when received if  
11 personally served or if mailed on the third day after deposit in any  
12 U.S. Post Office. The address to which notices or demands may be  
13 given by either party may be changed by written notice given in  
14 accordance with the notice provisions of this section. As of the  
15 date of this AGREEMENT, the addresses of the parties are as follows:

16 DISTRICT: Fountain Valley School District  
17 10055 Slater Avenue  
18 Fountain Valley, California 92708  
19 Attn: \_\_\_\_\_

20 SUPERINTENDENT: Orange County Superintendent of Schools  
21 200 Kalmus Drive  
22 P.O. Box 9050  
23 Costa Mesa, California 92628-9050  
24 Attn: Patricia McCaughey

25 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
redress for violation of, or to insist upon, the strict performance  
of any term or condition of this AGREEMENT shall not be deemed a  
waiver by that party of such term or condition, or prevent a  
subsequent similar act from again constituting a violation of such  
term or condition.

1 20.0 SEVERABILITY. If any term, condition or provision of this  
2 AGREEMENT is held by a court of competent jurisdiction to be  
3 invalid, void, or unenforceable, the remaining provisions will  
4 nevertheless continue in full force and effect, and shall not be  
5 affected, impaired or invalidated in any way.

6 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
7 shall be governed by the laws of the State of California with venue  
8 in Orange County, California.

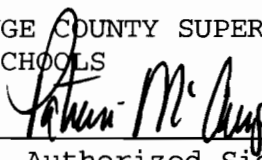
9 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
10 attached hereto constitute the entire agreement among the Parties to  
11 it and supercedes any prior or contemporaneous understanding or  
12 agreement with respect to the services contemplated, and may be  
13 amended only by a written amendment executed by both Parties to the  
14 AGREEMENT.

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

16 DISTRICT: FOUNTAIN VALLEY SCHOOL  
17 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

18 BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

19 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

20 TITLE: \_\_\_\_\_

TITLE: Coordinator

21 DATE: \_\_\_\_\_

DATE: May 5, 2011

22 \_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

24 FountainValleySD-MAA(36809)12  
25 Zip4



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
 DISTRICT INFORMATION  
 2011-2012**

**1. DISTRICT**

\_\_\_\_\_ *District Name* \_\_\_\_\_ *County*  
 Claiming Unit: \_\_\_\_\_

**2. DISTRICT MAA COORDINATOR**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Street Address* \_\_\_\_\_ *City, State* \_\_\_\_\_ *Zip*  
 \_\_\_\_\_ *Mailing Address* \_\_\_\_\_ *City, State* \_\_\_\_\_ *Zip*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*

**3. SUPERVISOR OF DISTRICT MAA COORDINATOR**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*

**4. (a) ALTERNATE DISTRICT CONTACT – MAA COORDINATOR DESIGNEE**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*

**(b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

\_\_\_\_\_ *Name* \_\_\_\_\_ *District Job Title*  
 \_\_\_\_\_ *Phone (please include extension)* \_\_\_\_\_ *Fax* \_\_\_\_\_ *Email*

MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
DISTRICT INFORMATION  
2011-2012

Appendix A

5. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER

June 2011: \_\_\_\_\_ July 2011: \_\_\_\_\_  
August 2011: \_\_\_\_\_ September 2011: \_\_\_\_\_

\_\_\_\_\_  
*Alternate District Contact during summer (June-September, 2011)*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email*

6. FIRST STUDENT ATTENDANCE DATE(S) \_\_\_\_\_, 2011 \_\_\_\_\_, 2011

7. STUDENT ATTENDANCE BREAKS Winter: \_\_\_\_\_ to \_\_\_\_\_, 2012  
Spring: \_\_\_\_\_ to \_\_\_\_\_, 2012

8. MAA COORDINATION & TRAINING SUBCONTRACTOR

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact*

\_\_\_\_\_  
*Contact Job Title*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State*

\_\_\_\_\_  
*Zip*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

\_\_\_\_\_  
**PRINTED NAME OF PERSON FILLING OUT FORM**

\_\_\_\_\_  
**JOB CLASSIFICATION TITLE**

\_\_\_\_\_  
**DATE**