

Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**AGENDA**

Education Center  
Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**November 17, 2011**

- CALL TO ORDER: 6:30PM
- 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, Cathie Abdel.
- PLEDGE OF ALLEGIANCE

**BOARD REPORTS AND COMMUNICATIONS**

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

*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 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**

**1. 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**

- 1-A. Board Meeting Minutes from October 13<sup>th</sup> regular meeting
- 1-B. Board Meeting Minutes from November 8<sup>th</sup> special meeting
- 1-C. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 1-D. Donations
- 1-E. Warrants
- 1-F. Purchase Order Listing
- 1-G. Budget Transfers

**Consent Items**

**1-H. CONSULTANT AGREEMENT FOR PROFESSIONAL DEVELOPMENT IN STUDENT ENGAGEMENT AND ACTIVE PARTICIPATION**

Superintendent's Comments: It is recommended that the Board of Trustees approve the consultant agreement with Kevin Feldman, Ed.D., to provide professional development in student engagement and active participation for administrators and teachers at Fulton, Masuda, Moiola, and Talbert.

**1-I. BOEING GRANT AWARD**

Superintendent's Comments: It is recommended that the Board of Trustees approve acceptance of the \$10,000 grant award from the Boeing Company to fund part-time coordination of the District's visual and performing arts plan.

**1-J. ANNUAL ORGANIZATIONAL MEETING**

Superintendent's Comments: It is recommended that the Board of Trustees select Thursday, December 8, 2011 as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 7pm.

**1-K. AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION TO PROVIDE ON-SITE SUPPORT FOR CO-TEACHING**

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with Orange County Department of Education to provide on-site support in co-teaching for general and special education teachers at Fulton, Masuda, and Talbert.

**1-L. CONSULTANT AGREEMENT FOR GATE TRAINING**

Superintendent's Comments: It is recommended that the Board of Trustees approve the consultant agreement with Jennifer Krogh, Ed.D., to provide teachers with GATE training in differentiating the core curriculum through depth and complexity.

**1-M. APPROVE RESOLUTION 2012-10-TEMPORARY LOAN FROM FUND 40**

Superintendent's Comments: It is recommended that the Board of Trustees approve Resolution 2012-10, the temporary transfer of funds from Fund 40.

**1-N. PARENT REIMBURSEMENT PER SETTLEMENT AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached mentioned agreement.

**1-O. AGREEMENT BETWEEN THE FOUNTAIN VALLEY EDUCATION ASSOCIATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the negotiated collective bargaining agreement.

**1-P. CALIFORNIA HEALTHY KIDS SURVEY**

Superintendent's Comments: It is recommended that the Board of Trustees approve the California Healthy Kids Survey for the 2011-2012 school year and authorize the Superintendent or designee to sign all documents.

**1-Q. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$500	01/07/11-6/30/12
Children's Learning Connection, Inc.	\$2,034	10/18/11-6/30/12

**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, December 8, 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.*

Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**October 13, 2011**

**MINUTES**

President Judy Edwards called the regular meeting of the Board of Trustees to order at 6:32pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Mrs. Edwards noted there was an addendum to the Closed Session agenda with the addition of the following item:

AGENDA APPROVAL

- Pupil Personnel: *Education Code 48912(b) and 48918(c)*  
Student Expulsion or other disciplinary matters

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

Second: Mrs. Allcorn

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. Cathie Abdel.
- Pupil Personnel: *Education Code 48912(b) and 48918(c)*  
Student Expulsion or other disciplinary matters

The public portion of the meeting resumed at 7:11pm.

Mr. Templin led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE  
CLOSED SESSION  
ANNOUNCEMENT

Mrs. Crandall made the following Closed Session announcement:  
“Based upon the Board’s review and acceptance of the Administrative Hearing Panel’s findings of facts and recommendation for expulsion, I move that Student #9060799421 be expelled from the Fountain Valley School District through the 2<sup>nd</sup> trimester of the 2011-12 school year.”

Second: Mrs. Edwards

Vote: 5-0

Mrs. Crandall made the following second Closed Session announcement:

“Based upon the Board’s review and acceptance of the Administrative Hearing Panel’s findings of facts and recommendation for expulsion, I move to suspend the expulsion of Student #9060799421. I further move that the student be transferred to another district school through the 3<sup>rd</sup> trimester of the 2011-12 school year.

Second: Mr. Collins

Vote: 5-0

**SPECIAL PRESENTATIONS**

Superintendent Marc Ecker was joined by President Judy Edwards in acknowledging the generous contributions to the District and its arts programs by Salamon Art. In addition to providing all of the framing for the artwork on display at the District Office since the beginning of the program, Salamon Art continues to display support of the District’s numerous Visual and Performing Arts Programs through numerous sponsorships and donations. Guy and Jennifer Salamon were joined by their three

SPECIAL THANKS TO  
SALAMON ART

sons in accepting this recognition from the District.

Assistant Superintendent Anne Silavs acknowledged the recent generous grant funding to each of the K-5/8 schools in the Fountain Valley School District. These grants totaling nearly \$100,000 over the last three years were presented via the Assistance League’s philanthropic program called “Links to Learning.” Grant Coordinator for “Links to Learning”, Maryann Boryszewski and her committee, were present to accept this recognition.

**ACKNOWLEDGEMENT  
OF GRANT  
PRESENTATIONS BY  
THE HUNTINGTON  
BEACH ASSISTANCE  
LEAGUE**

**PUBLIC HEARING**

The Board of Trustees conducted a public hearing for the purpose of receiving input on the District’s certification provisions of standards-aligned instructional materials. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

**PUBLIC HEARING ON  
CERTIFICATION OF  
PROVISIONS OF  
STANDARDS-ALIGNED  
INSTRUCTIONAL  
MATERIALS**

**BOARD REPORTS AND COMMUNICATIONS**

Mr. Templin enjoyed Back to School Night at Newland and Courreges, and was very impressed with both schools and their campuses. He also was able to attend Back To School Night for Talbert and was very impressed with all that he saw there. He noted the School Loop discussions and that this was the first time he was able to see the teachers discuss this with parents. He noted his hope that parents are enjoying this site as it is an amazing thing to help parents. He attended the first ACE meeting and noted that he has enjoyed being a part of this committee. He met with Ed Eldridge and Cheryl Loukides with FVEA and noted that he continues to receive emails regarding school closure and he is taking the time to read and get back to as many as he can.

**BOARD REPORTS AND  
COMMUNICATIONS**

Mrs. Allcorn enjoyed Back To School Night at Fulton noting that it was packed with all of the scouts there. She noted that the presentations were terrific and that the year is starting off great and it is exciting to be there. She also met with Ed Eldridge and Cheryl Loukides from FVEA and was pleased for the opportunity to hear their point of view. She noted that the middle school choir has started and the program is at 105 students and growing. She met with the Fulton PTA board, noting that the big fundraiser at the school is down 20% and this is a huge thing. She

explained that as the Board is looking at our budgets, the school budgets are tight as well. She noted that the Governor signed several pieces of legislation including AB 1156, bully legislation, and noted that although it is not in effect until 2012-13 it will be interesting to see the programs that schools need to do in response to bullying. She noted that she is looking forward to this.

Mr. Collins noted that for this first month there is not much to report regarding the school district. He enjoyed a two week family reunion in England and two weeks in Italy with his daughter. He is glad to be back.

Mrs. Crandall enjoyed Back To School Night at Gisler and Moiola, noting that she loved seeing all the attentive focusing on children and their programs. She also enjoyed the 9/11 ceremony at Courreges, noting that it was a solemn but age appropriate ceremony by the Girl Scouts and Boy Scouts. She enjoyed the Tamura fundraiser for RtI efforts and Talbert Middle School's dedication to Jill Miller, noting that it was a coordinated effort and outcome suiting a tribute to her. She attended the Most Improved Student recognition by the Fountain Valley Rotary, and noted that it was interesting to see the turnaround in academics and efforts visible in these students. She attended the September and October FVEF meetings, noting that fundraising activities were reviewed and the January 28<sup>th</sup> FV Music Live has been taken off the calendar. She noted that the first opportunity to support the FVEF will be on Nov 4<sup>th</sup> 5<sup>th</sup> at the Chocolate Festival and she explained that 25% of the price of chocolate covered caramel will go back to the FVEF. She accepted on behalf of the Board and the PTA/Os the Annie's Angel award from the Southwest Community Center. And she attended the CSBA webinars on the budget and education legislation being considered and common core standards adopted by California.

Mrs. Edwards enjoyed Back To School Night at Oka and Plavan as well as Masuda Middle School. She also attended the CSBA special event for new Executive Director, Vernon Bill. She noted the new direction for CSBA and that it will be interesting to hear more of this at the upcoming annual convention. She enjoyed the first SPC meeting and noted that it was fun to see the new PT presidents and their enthusiasm, noting that it is a tough time to raise money.

## **STAFF REPORTS AND PRESENTATIONS**



Assistant Superintendent, Stephen McMahon, presented the recommendations of the School Boundaries and Closure Committee to the Board of Trustees. He reviewed the process by which members of the committee were selected, the format of committee meetings, the plan for the committee's work, the committee's ranking criteria and the resulting recommendation of the committee that as a means of more efficiently operating District schools and reducing costs, the Board should consider closing a school. He explained that based upon the measurable criteria selected by the committee for closure, Moiola School is recommended for closure.

Mr. Templin noted his understanding that this can be a frustrating part of the process and explained that the Board is here to listen to what those public speakers here this evening have to say but noted that it is not necessarily the platform for the Board to respond. He asked Mr. McMahon when the decision was being looked at as to whether or not to close a school, was it also looked at as to whether or not there are other alternative solutions. Mr. McMahon noted that the committee did discuss alternatives. He explained that there was suggestions brought up and they did discuss those. But, in general it was the focus to close a school. He noted that as a staff, the District has been through so many layoffs and has trimmed so much wherever we can already. He explained that it is not as black and white, but that he feels that the committee did bring up some things that were discussed, for example, suggestions were brought up about the property and maintenance. Those that asked questions were answered but the committee did not come up with a laundry list of suggestions. Dr. Ecker noted that a little historical perspective is important as well, explaining that the committee was formed by the Board based upon an interest that had existed for the last 5-6 years. During this period of time, school districts, ours included, experienced a drop in revenue by the State, our own district cutting \$7 million from our budget over three years. During this time, the District and Board looked at every facet of our budget, and several chief business officials suggested closing schools. He explained that this is not something that any board or staff would want to jump at. He explained that the committee was not necessarily tasked to come up with alternatives as this had been done already 5 years prior to the committee being started. Instead the committee was asked, based on upon facts warranted by data, if this district should operate with fewer sites. He explained that we all have experienced the alternatives ways that the District has attempted to avoid this.

Mr. Collins noted that 3 years ago, the board went through painful decisions in cutting programs that effect kids, combined with an

SCHOOL BOUNDARIES  
AND CLOSURE  
COMMITTEE REPORT  
(WRITTEN AND ORAL)

economic downturn. He noted that we have to look at all of the alternatives to be sure that we are running this district as fiscally as we can. He noted that if we closed a school, we must consider whether or not the amount saved would be appropriate. He noted that the programs that we cut affected students with special needs in the district, including cutting the reading specialists and 20:1 class sizes, and as an educator, it is extremely difficult to do. He explained that in talking to former CBOs in the district, they have also said that we cannot afford the luxury of too many schools. He noted that the saying that we can “do more with less” is not true.

**PUBLIC COMMENTS**

There were 17 requests to address the Board regarding the possible closure of Moiola School.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

Motion: Mrs. Allcorn moved to approve the Consent Calendar.

CONSENT  
CALENDAR/  
ROUTINE ITEMS OF  
BUSINESS

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from September 8<sup>th</sup> regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers
- Approval of renewal of membership in the Orange County District Superintendents’ Organization in the amount of \$250
- Approval of Renewal of the District’s membership in the Fountain Valley Chamber of Commerce in the amount of \$321
- Adoption of Resolution 2012-06: Certification of Provisions of Standards-aligned Instructional Materials
- Approval of Proclamation of Appreciation to the Huntington Beach Assistance League
- Approval of Acceptance of 2011-2012 Memo of

Understanding between the Orange County Department of Education and the Fountain Valley School District for the Beginning Teacher Support and Assessment System (BTSA)/Induction Program Consortium – Agreement Number: 37335

- Transportation Services through OCDE (MOU)
- Williams Quarterly Report for First Quarter 2011-12
- ATEC Service Agreement for 2011-12
- 2011-12 Outdoor Science Education Study Trips
- Non-public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$2,550	7/1/11-6/30/12
Cornerstone Therapies	\$70	7/1/11-6/30/12
Therapeutic Education Centers	\$47,025	7/1/11-6/30/12
Cornerstone Therapies	\$7,820	7/1/11-6/30/12
Sage Behavior Services, Inc.	\$2,840	8/1/11-9/06/11
Cornerstone Therapies	\$700	7/1/11-8/31/11
Devereux Florida	\$1,804	5/20/11-6/30/11
Cornerstone Therapies	\$191.25	11/1/10-6/30/11
Cornerstone Therapies	\$50	7/1/10-6/30/11
Devereux Florida	\$9,030	5/20/11-6/30/11
Devereux Florida	\$78,475	7/1/11-6/30/12
Devereux Florida	\$35,250	7/1/11-6/30/12
Speech & Lang. Dev. Center	\$36,941	9/6/11-6/30/12

**NEW ITEMS OF BUSINESS**

Mrs. Edwards Discussed the dates for a public hearing regarding the recommendations of the School Boundaries and Closure Committee. After discussion, the Board reached consensus on having a public hearing on Tuesday, November 8<sup>th</sup> at 7pm.

Dr. Ecker Thanked those speakers that addressed the Board this evening. He noted that at the public hearing on November 8<sup>th</sup> there will be another opportunity for the public to share their feedback with the Board. He noted that it is not easy to address the Board and commended those that did this evening.

Dr. Ecker Thanked the School Boundaries and Closure Committee. He wished to extend his appreciation to each member for coming this evening and for their diligent work.

Dr. Ecker Thanked Mr. McMahon for the marvelous job

he has done with the committee.

Dr. Ecker            Thanked Marc Tanti for the comments that he made this evening in addressing the Board on the role of the committee.

Dr. Ecker            Noted the ESEA Reauthorization effects currently going on and thanked CSBA and the work that they did to formulate these recommendations.

**ADJOURNMENT**

**Motion:**            Mr. Collins moved to adjourn the meeting at 9:23pm.

**Second:**           Mrs. Allcorn

**Vote:**                Unanimously approved

/rh

Fountain Valley School District  
Superintendent's Office

**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**November 8, 2011**

**MINUTES**

President Judy Edwards called the special meeting of the Board of Trustees to order at 7:03pm. **CALL TO ORDER**

The following board members were present:

**ROLL CALL**

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

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

**Second:** Mrs. Allcorn

**Vote:** 5-0

Mrs. Crandall led the Pledge of Allegiance.

**PLEDGE OF  
ALLEGIANCE**

**PUBLIC HEARING**

The Board of Trustees conducted a public hearing for the purpose of receiving input on the recommendation of the School Boundaries and Closure Committee to close Moiola School. Public input was welcomed. 17 speakers addressed the Board of Trustees regarding the recommendation to close Moiola School.

**PUBLIC HEARING ON  
RECOMMENDATION OF  
THE SCHOOL  
BOUNDARIES AND  
CLOSURE COMMITTEE**

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

Mr. Templin noted his interest in sharing some thoughts with the Board regarding the possible closure of a school. He noted that despite the difficulty of discussing this topic in front of such a large audience he still feels it is an important conversation to have. He noted his respect for those members of the School Boundaries and Closure Committee and reminded the audience of

the importance of listening and not cheering or responding as the board conducts its discussion as it may prevent the continuation of the discussion. Mr. Templin noted his previous question to Mr. McMahon regarding whether or not the committee was tasked with coming up with alternatives to school closure. He explained that he does not hold it against the committee for not coming up with alternatives as this was not something that they were tasked with by the Board. He noted however that he did not know whether or not a committee was ever formed to complete the task of coming up with alternatives to school closure. His noted his interest in exploring alternatives.

Mrs. Allcorn noted that over the past five years the district has cut over 25% of its budget, with over 90% of the budget made up of staff and personnel that have endured cuts. She explained that this is not something arbitrary that was rushed into. She explained that as she listens to the speakers this evening explain how valuable this school is to them, she noted that if it was another school recommended we would hear from those parents and staff how important their school is. She noted that all of our schools are important and have value and that this is not about Moiola not being great. She noted that over the past five years the board has listened to numerous employees dealing with cuts and positions being eliminated. She noted that it is not just cutting to cut and eliminate a school; the board has been looking for alternatives. She noted the FV Music Live fundraiser that raised \$50,000 last year but explained that with \$400,000 required annually to run a school, she is not sure that the district can continually hold fundraisers in order to keep the school open. She addressed the questions raised by speakers regarding the district's property sales and noted that the district has followed the rules in each transaction and much like the rest of the population; the district has been affected by the downturn in the real estate market. She noted that we have ongoing expenses and if we have that great fundraiser, we may be able to pay the bills that year but what about the following years.

Mr. Templin noted his belief that it makes sense to think of alternatives. He noted that he does have some ideas but that they are not ones he is ready to share yet. He noted that he does not want to look at more cuts or that fundraisers are the answers but that it may be worthy of our time to put together a committee to come up with alternatives, noting one of the Board's goals to come up with more ways to draw in additional students. He noted his feelings that this is a big decision.

Mrs. Edwards noted that over the years the district has looked at several alternatives including bond issues, parcel taxes, unification twice and the selling of surplus properties, explaining

that the district has looked at several things. She explained that at the moment the Board is waiting for trigger to be pulled in Sacramento causing the Board to once again look at the budget. Dr. Ecker noted that in December the district should have a semblance as to whether or not the State has fallen shy of the \$4 billion shortfall in the budget that will trigger cuts to school districts.

Mrs. Crandall noted that in response to also being a new board member, as is Mr. Templin, she has watched the district for the past 41 years, 39 of them as an employee. And she noted that she had to watch the last board make some deep cuts and that she was the product of a major cut as a reading specialist. She noted that her position was completely eliminated as well as cuts to the librarian at her site, going from a full time employee to 10 hours per week. She also noted the five furlough days taken by all district employees in the previous year. She explained that she has been reading board packets for the past 41 years and has seen the hard decisions that have had to be made. She noted the numerous revenue enhancements, including grant writing pursued to the point that it could be pursued with the staff that the district has. She noted that the board voted on the expansion of grant writing to bring in additional funds. She noted the seeking of partnerships including the recent partnership with Hyundai for an ST Math lab at Plavan school. She noted that the district is constantly turning over the soil, seeking partnerships to increase our revenue stream. She explained that taxing people is not very popular at any time but when she is hearing from people that they cannot afford to send their students to fifth grade science camp, to make donations, etc. she understands this. She noted that parcel taxes and bond issues are as difficult decisions as this. She explained that, like Mr. Templin, she is a new board member, but has been watching the district for quite some time.

Mr. Templin noted his interest in processing this information and continuing the discussion at the next board meeting.

Mrs. Crandall requested that Dr. Ecker put together the list of cuts that previous boards have had to do and distribute this to the board.

Dr. Ecker agreed to put together the list of cuts and means for making up for the shortfall in revenue over the past five years.

Mr. Collins noted that he believes in the integrity of the committee and their work and how it was processed, knowing that it was good representation from all schools. He noted that although he has only been on the board for three years, he, too, watched the past boards and saw them making those initial painful cuts. He noted that upon joining the board and having to make the down and dirty cuts that affected all children in the

district and their learning. He noted his interest in hearing Mr. Templin's ideas, noting that this process has been going on since February and he has not yet heard these ideas. He noted that all staff took furlough days, and these individuals are members of this community and adjacent communities. He noted that these cuts have been painful for them. He noted that the district has great, caring teachers at all of our schools. He noted the difference from his own early education experience and that great teachers are pervasive across the district. He noted his understanding of the pain that those speakers tonight are feeling and his understanding of their passion. He noted that this speaks well for all employees in the district, noting that every time there has been a cut, employees have had to take on two jobs. He noted his work as an advocate in Sacramento for public education and his belief that the district has some of the finest schools in the County and State and no matter what the outcome of the vote, this will still remain true.

Dr. Ecker noted that he too enjoyed this opportunity for the Board to share their thoughts and he will provide to the Board the list of cuts made over the past five years. He noted that the decision to close a school is not something that is impulsive and that this board and previous boards struggled to add to their goals the examining of the efficient running of our school sites. He noted that Mr. McMahon is not the first CBO that has recommended closing a site. He noted that running too many sites may be something that the district can get away with in good times, although it is never a good idea, but it is not one that we can continue in bad times. He noted his serving on the Financial Crisis and Management Team (FCMAT) and those districts that we read about that become trustees of the state. He noted that often those mistakes that these districts make are not made in one year but over several years and include operating facilities that are above what their revenue means allow. He noted that deciding to close a school is over and above the most difficult decision that any board has to make but that the board is charged with the responsibility to serve the best interest of all sites and all students in the district and operating the district inefficiently effects the board's ability to do this. He noted that this is something that has been going on since February or March and is a lengthy process that will continue as the committee looks at boundaries as well. He noted that it has been a long time coming to this and is not a decision that this board has taken lightly and in taking this on shows a tremendous amount of courage as it is never a popular thing to do.

Mrs. Crandall noted that she found it interesting that as the committee looked at all of the criteria through the guidelines that



what bubbled to the top is our one K-8 school. And she noted that she has taken very seriously, as the other board members have, the emails sent by parents. She noted that one email sent recommended several articles regarding studies on K-8 schools, all focusing on districts in England, San Francisco, Chicago, New York and Philadelphia and all large districts in these cities. She noted that after reading these articles she looked all 28 districts in the County and found that there are only 6 other districts out of 28 with a K-8 school, with 1 district operating 2 K-8 schools with the chance of one possible addition in the future based on enrollment, for a total of only 8 K-8 schools. Based on this, she asked Mr. McMahan if the Fountain Valley School District has always been a K-8 district. He noted yes, the district has always been a K-8 district since its inception. Mrs. Crandall noted that out of the other 6 districts with K-8 schools, only 1 is also a K-8 district, all the others being unified school districts. She asked Mr. McMahan if in the history of the district its enrollment has ever reached 50,000, 30,000, or even 13,500 students. Mr. McMahan noted that the closest the district got at its peak was about 12,000 students in the 70's. He noted that the current enrollment is at 6,250. Mrs. Crandall noted that of the other districts with K-8 schools, their enrollments are 51,466, 36,000, 30,000, 26,134, 22,590 and 13,630 respectively; noting that even the lowest enrollment to support a K-8 school is twice the size of our district. She asked Mr. McMahan if the district has ever operated 54 schools, or 29 schools, both answers being no. The total school count is at 11. Mrs. Crandall noted that of the other districts with K-8 schools, the total school count ranges from 20-54 schools, at least 9 more than our district to have one K-8 school in the district. She asked Mr. McMahan if any of our sites have populations for 6-8 grade totaling 1480, or even 980, at one site to which both answers were no. She explained that of those districts operating a K-8 site, the range of 6-8 students in one program ranges from 785 to 309. She asked Mr. McMahan what the current count of 6-8 graders at Moiola is to which he answered 115. She explained that as she analyzed this, she saw that what it takes to truly support and sustain a K-8 school in a district is a larger school district with larger school wide populations, operating more schools and housing more students at a school site in order to get just one K-8 school in the district. With this, she asked Mr. McMahan if the district has the characteristics that it takes to sustain a K-8 school based on this research. Mr. McMahan noted that we do not have the same characteristics based on this research.

## **ADJOURNMENT**

**Motion:** Mrs. Allcorn moved to adjourn the meeting at 8:47pm.

**Second:** Mr. Collins

**Vote:** Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
November 17, 2011**

**1.0 EMPLOYMENT FUNCTIONS:**

**1.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Nunn, Carissa	Teacher	Gisler	Maternity/Medical	10/10/2011
1.1.2	Kitahara, Amanda	Teacher	Newland	Maternity/Medical	10/24/2011
1.1.3	Madden, Elizabeth	Teacher	Plavan	Maternity/Medical	10/03/2011
1.1.4	Schlusser, Nicole	Teacher	Cox	Medical	10/03/2011

**1.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.2.1	McCullough, Shane	Resource Specialist	Fulton Middle School	11/07/2011

**2.0 EMPLOYMENT FUNCTIONS:**

**2.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Kristi Stinsman	IA	Newland	10/05/2011
2.1.2	Christine Bell	IA	Tamura	10/10/2011
2.1.3	Susan Freer-Gonzales	ESP Aide	Oka & Newland	09/26/2011
2.1.4	Kristi Hurd	IA DTT	Gisler	10/10/2011
2.1.5	Rathana You	IA SH/PH	Fulton	10/10/2011
2.1.6	Yvonne Golf	IA SE	Oka	11/07/2011
2.1.7	Tracee Mueller	IA	Gisler	11/07/2011
2.1.8	Tracee Mueller	ESP Aide	Cox	10/10/2011

2.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF LEAVES OF ABSENCE FOR THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Sharee Marymee	IA DTT	Newland	Personal	9/7/2011
2.2.2	Tina Pade	IA SH/PH	Oka	Medical	9/7/2011
2.2.3	Jackie James	Health Asst.	Masuda	Medical	9/19/2011
2.2.4	Kathy Cline	IA SE	Talbert	Medical	10/17/2011
2.2.5	Hala Houry	IA SE	Cox	Medical	10/27/2011

2.3 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RESIGNATION OF CLASSIFIED EMPLOYEE, SHANNON CERDA, IA SP ED AT OKA, EFFECTIVE 10/14/2011.

2.4 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RECLASSIFICATION OF DIRECTOR, CHILD CARE TO DIRECTOR, CHILD DEVELOPMENT AND RECREATION PROGRAMS AND REALLOCATION OF SALARY FROM RANGE 12 TO RANGE 14 ON THE CLASSIFIED MANAGEMENT SALARY SCHEDULE.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Steve McMahon	CASBO Symposium	Monterey, Ca	Actual & Necessary	012719380-5210	Nov. 17-18, 2011

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

November 17, 2011

**INSTRUCTION**

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

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	See attached list of teachers (Cox)	Smart Board training	Regular stipend rate of \$26.81 per hour, 12 hours per teacher	01-011-3255-1115	8/30 & 8/31/11
<b>REASON FOR LATE SUBMITTAL: Received this information from the school too late to process at previous Board meetings.</b>					
4.2	GAEBEL, Alyssa (Fulton)	Sports Coach for soccer	\$250 stipend plus benefits per sport	01-023-2989-1115	2011-2012 school year
4.3	LLOYD, Julie (Fulton)	Sports Coach for soccer	\$250 stipend plus benefits per sport	01-023-2989-1115	2011-2012 school year
4.4	JAREB, Jennifer (Moiola)	Yearbook Advisor	\$2,000 stipend plus benefits	01-001-3588-1115	2011-2012 school year
4.5	KIM, Abir WALDINGER, Michael (Moiola)	Student Council Advisors	\$1,000 stipend plus benefits each	01-001-3588-1115	2011-2012 school year
4.6	BYRNES, Cari JAREB, Jennifer SOLORZANO, Joleen URBAN, Kirsten (Moiola)	Coach for one or more District sports tournaments	\$250 stipend plus benefits per sport	01-001-3588-1115	2011-2012 school year
4.7	MCCOMBS, Heather (Moiola)	ASB Bookkeeping	\$2,000 stipend plus benefits	01-272-3588-2415	2011-2012 school year
4.8	KLUSMEYER, Ari KUBOTA, Todd (Assess/Acct)	Illuminate Gradebook Resident Experts from Cox	Stipend per person, not to exceed \$250	01-239-5298-1113	December, 2011
4.9	OSTOVARPOUR, Patti (CR)	Technology Coordinator for their individual school site	Not to exceed \$750 per school site	01-668-9077-1115	2011-2012 school year

KUBOTA, Todd (Cx)  
LANGSTON, Teri (Cx)  
PHAN, Viet (Ful)  
DIECIDUE, Lisa (Gis)  
ELDRIDGE, Ed (Mas)  
DILLON, Kate (Moi)  
KITAHARA, Amanda (New)  
JOHNSTON, Terry (New)  
MOUSSA-ZAHAB,  
    Jeanie (OK)  
RYAN, Marilyn (Pl)  
MARBUT, Jeff (Tal)  
OSBORNE, Daryl (Tam)  
(Assess/Acct)

**5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	BECKSTROM, Kim from OCDE (C & I)	Continued co-teaching training for middle school teachers	\$2,500 (\$ 500 Masuda) (\$1,000 Talbert) (\$1,000 Fulton) ½	01-011-4955-5813 01-030-3855-5813 01-232-9275-5813 ½ 01-001-9961-5813	Oct./Nov., 2011

**REASON FOR LATE SUBMITTAL: Did not have information for Board approval prior to the October Board meeting.**

5.2	FELDMAN, Kevin (C & I)	Active Participation training for all middle school teachers	\$7,000	01-011-4955-5813	1/12 & 1/13/2012
5.3	KROGH, Jennifer, Ed.D. (C & I)	GATE training in differentiating the core curriculum through depth and complexity	\$1,000	01-615-8155-5813	11/28/2011

**6.0 CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	BICKFORD, Abby (Support Services)	ACSA 2012 Every Child Counts Symposium	Monterey, CA	Actual and Necessary	01-001-9961-5210	January 11-13, 2012

**List of Cox Teachers who had Smart Board Training on August 30, 2011 & August 31, 2011  
For Instruction Personnel Items**

Buck, Niki  
Carrasco, Christine  
Cassidy, Kim  
Coad, Jill  
Desormiers, Carrie  
Dunlavy, Kristi  
Frandsen, Laurie  
Frericks, Debra  
Harvest, Emily  
Hopkins, Jennifer  
Hornbuckle, Lisa  
Klusmeyer, Ari  
Kubota, Todd  
Langston, Teri  
LeCompte, Lisa  
Lewis, Kathy  
Macdonald, Michele  
Martone, Sumarlei  
Masterson, Ron  
O'Donnell, Kim  
O'Malley, Jessica  
Raymond, Nancy  
Reed, Trudy  
Schlosser, Nicole  
Smith, Kellie  
Stair, Debbe  
Thompson, Vicki  
Yager, Dana

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: Cox Elementary

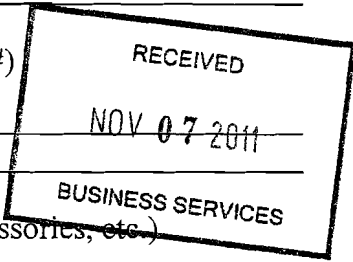
NAME OF DONOR: Cox PTO

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.)

CK #1264 \$ 3418.26

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: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132324310

INTENDED USE: (State how this will be used ) Weekly Readers

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11-2-11  
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 11/17/11



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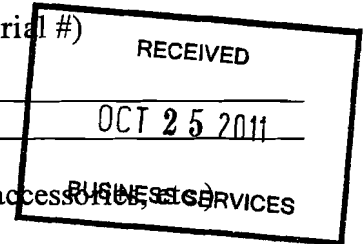
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton Student Council

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.)  
\$336.51

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)

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)  
4310 - \$336.51

INTENDED USE: (State how this will be used) Ballot Scantrons for ASB

REVIEWED: [Signature] APPROVED/DISAPPROVED 10/21/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED 10/26/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Christopher and Michelle Mann

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$300.00

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

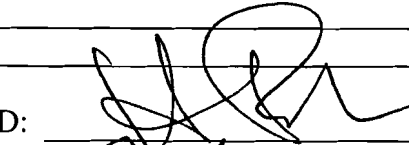
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

RECEIVED
OCT 19 2011
BUSINESS SERVICES

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

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

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

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

REVIEWED:   
Assistant Superintendent APPROVED/DISAPPROVED: APPROVED 10/20/11  
Business/Administration Date

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

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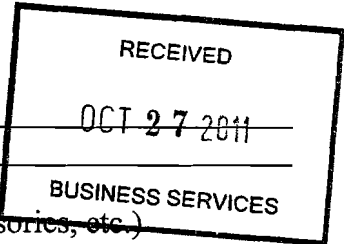
SCHOOL RECEIVING DONATION: Gisler

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.)  
\$ 375.00 - Release Time / 1<sup>st</sup> grade Assessments

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 - 1114 (+ benefits)

INTENDED USE: (State how this will be used) Release Time

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10-25-11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/21/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

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SCHOOL RECEIVING DONATION: Fred Moiola School

NAME OF DONOR: Amy Christensen

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.)

TREK 850 Mountain Track bike, over ten years old, good condition, approximate value \$200.

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

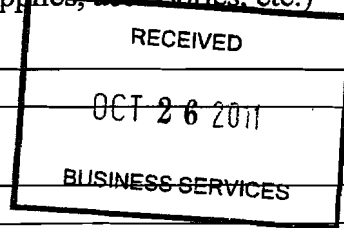
N/A

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

N/A

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

N/A



REVENUE ACCT: N/A

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used ) The bike will be used by the PE teachers during power walk.

REVIEWED: [Signature]

Principal/Department Head

APPROVED/DISAPPROVED:

10-17-11

Date

REVIEWED: [Signature]

Assistant Superintendent

Business/Administration

APPROVED/DISAPPROVED:

10/26/11

Date

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

Director, Technology/Media

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

Date

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fred Moiola School

NAME OF DONOR: Christopher and Michelle Mann

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

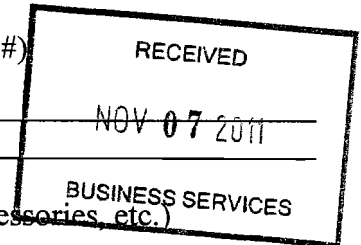
Cash donation in the amount of \$300.00 – check #1455 – to be matched by Toyota's matching gift program.

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

N/A

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

N/A



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

N/A

REVENUE ACCT: 013535350-8699

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10-31-2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/7/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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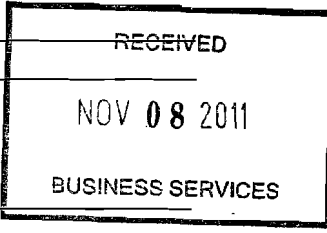
**Newland School**

SCHOOL RECEIVING DONATION: \_\_\_\_\_

NAME OF DONOR: Spree Bird

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.)  
Company Donation # 132.14

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
none



INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
none

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

REVENUE ACCT: 01060000-8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116895899

INTENDED USE: (State how this will be used) supplies - instructional

REVIEWED: Kathy Davis APPROVED/DISAPPROVED: 10/17/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/8/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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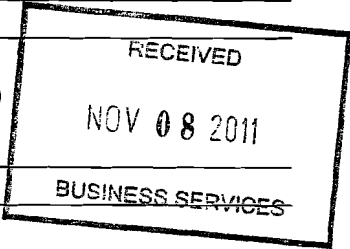
SCHOOL RECEIVING DONATION: Newland School

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.)  
check \$ 288.48 MATCHING Program

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
none

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
none



ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)  
none

REVENUE ACCT: 01060000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116895899

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

REVIEWED: Kathy Davis APPROVED/DISAPPROVED: 10/17/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/8/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

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: ~~Newland School~~

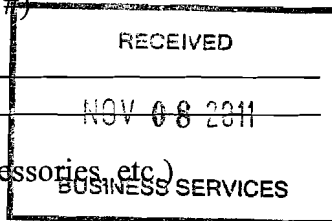
NAME OF DONOR: Wells Fargo

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.)  
check matching Program 288.48

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
none

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
none

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)  
none



REVENUE ACCT: 01060000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010016895899

INTENDED USE: (State how this will be used) Teacher + Instructional supplies

REVIEWED: Kathy Davis APPROVED/DISAPPROVED: Oct 13 - 2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/8/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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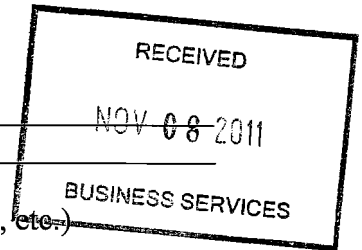
SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Check #4982 in the amount of \$3,500

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
None

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



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

REVENUE ACCT: 010370000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013789 4410

INTENDED USE: (State how this will be used ) MIND contract

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/01/2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/8/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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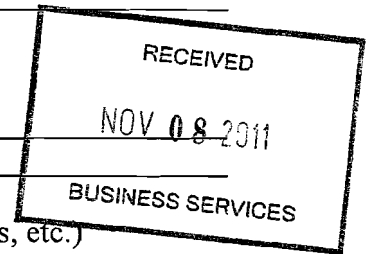
SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo Foundation

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 #982543 in the amount of \$230.76

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
None

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



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

REVENUE ACCT: 1010370000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013789 4310

INTENDED USE: (State how this will be used ) Instructional and office supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/01/2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/8/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/19/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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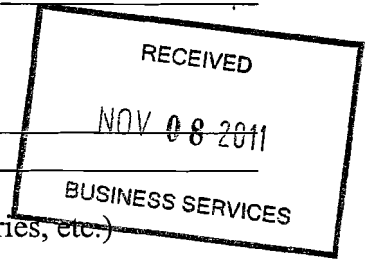
SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Assistance League

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 #4248 in the amount of \$500

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)  
None

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



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

REVENUE ACCT: 1010370000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013789 5640

INTENDED USE: (State how this will be used) 3<sup>rd</sup> grade Kellogg House field trip

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/01/2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/8/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plavan Elementary

NAME OF DONOR: Mauricio Jochinsen

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 number 254 in the amount of \$200.00

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

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

RECEIVED
NOV 07 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) Instructional Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: November 2, 2011  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/7/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

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.

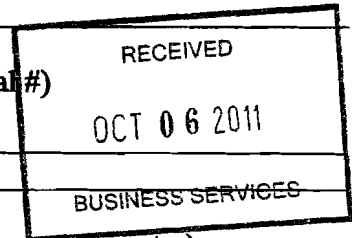
SCHOOL RECEIVING DONATION: Plavan Elementary

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 #6812 in the amount of \$589.49

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 charges to donation account for supplies bought for the PTO.

REVIEWED: [Signature] APPROVED/DISAPPROVED: October 3, 2011  
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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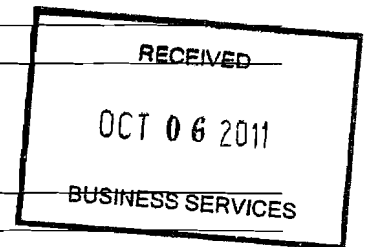
SCHOOL RECEIVING DONATION: Talbert

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.)  
\$2,000.00

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: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: \$35.39 for budget #010380000-9205 for-2010-2011 accounts receivable

INTENDED USE: (State how this will be used ) \$1964.61 for 010143889-1113

Additional duties and benefits for before and after school clubs

REVIEWED: C. Rol APPROVED/DISAPPROVED: 10/3/11  
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

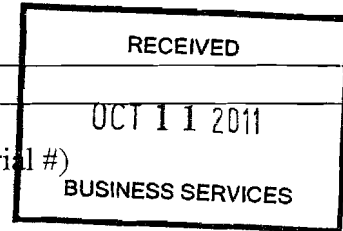
All donations to the district must be officially accepted by the Fountain Valley School District Board of Trustees inasmuch as their acceptance may involve an expenditure of district funds for installation, use, and/or maintenance. Before any donation is supplied or purchased by your organization, or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

SCHOOL RECEIVING DONATION: Talbert

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.)  
\$2,206.58

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: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: #010143889-4399

INTENDED USE: (State how this will be used ) To pay for the installation and materials for the new screen and projector in the event center. Reference PO# F20R0133

REVIEWED: C. Paul APPROVED/DISAPPROVED: 10/4/11  
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert

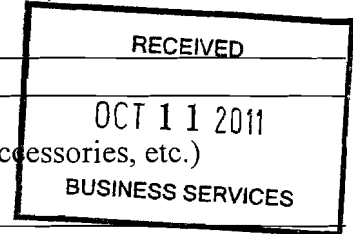
NAME OF DONOR: Talbert PTO

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.)  
\$2,966.37

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: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: #010143889-4410

INTENDED USE: (State how this will be used ) To pay for a new screen and projector in the event center. Reference PO# F20R0131

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/4/11  
Principal/Department Head Date

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

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

[Signature] BOARD APPROVAL DATE: 11/17/11



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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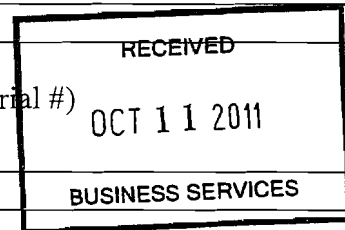
SCHOOL RECEIVING DONATION: Talbert

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.)  
\$935.92

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

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



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

REVENUE ACCT: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: #010143889-4410

INTENDED USE: (State how this will be used ) For Dell laptop computers  
.Reference PO#F20R0041

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/4/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/19/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

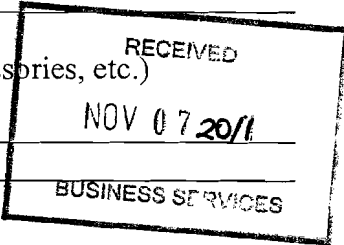
NAME OF DONOR: United Way Silicon Valley from Tamura Parent: Barbara Wittick

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1000 Check #47391 Matching Donation (see check #6557)

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: 0100110108699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100110104320

INTENDED USE: (State how this will be used )  
To be used to purchase Computer Supplies for Computer Lab and / or Mobile Lab

REVIEWED: [Signature] APPROVED/DISAPPROVED: \_\_\_\_\_  
Principal/Department Head Date 11/1/11

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

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: FV Bowling, A CA Limited Partnership

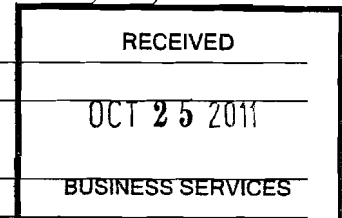
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1,116.59 Check #44948

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: 0100110108699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089-1119



INTENDED USE: (State how this will be used )

Spotlight on Reading - Julie Zaldo - long-term sub

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/24/11  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/25/11  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 11/17/11

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

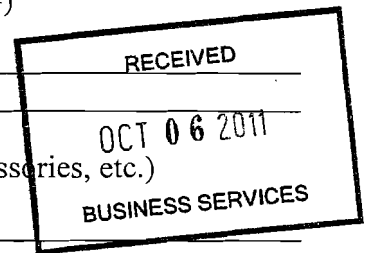
NAME OF DONOR: United Way Silicon Valley from Tamura Parent: Barbara Wittick

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1000 Check #46557

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: 0100110108699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100110104320

INTENDED USE: (State how this will be used )  
To be used to purchase Computer Supplies for Computer Lab and/or Mobile Lab

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/5/11  
Principal/Department Head Date

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

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

BOARD APPROVAL DATE: 11/19/11

**FOUNTAIN VALLEY SCHOOL DISTRICT**

TO: STEVE McMAHON  
FROM: DEDRA NORMAN  
SUBJECT: WARRANT LISTING BOARD MEETING – NOVEMBER 17, 2011  
DATES 9/29/11 – 11/07/11  
WARRANT NUMBERS 56217 - 56621

01 GENERAL	\$	510,573.78
12 CHILD DEVELOPMENT	\$	26,418.78
13 CAFETERIA	\$	79,076.72
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	1,254,163.97
68 WORKERS COMPENSATION	\$	55,354.83
69 INSURANCE	\$	517,777.09
TOTAL	\$	<b>2,443,365.17</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 11/17/2011**

FROM 10/05/2011 TO 11/08/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4017	NATIONAL CONSTRUCTION RENTALS	7,788.28	7,788.28	012869390 5899	Maintenance / Other Operating Expenses
F20M4138	GRUETT TREE COMPANY INC	3,300.00	3,300.00	012899390 5899	Gardening / Other Operating Expenses
F20M4141	TOXGUARD	300.00	150.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			150.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
F20M4142	ALAN'S LAWNMOWER & GARDEN	2,000.00	2,000.00	012899390 4343	Gardening / Gardening Supplies
F20M4143	METRO BUSINESS SOLUTIONS INC.	206.96	206.96	012869390 4325	Maintenance / Office Supplies
F20M4144	HUNTINGTON BEACH UNION HSD	442.76	442.76	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4145	COOK EQUIPMENT CO - ORANGE	700.00	700.00	012899390 4343	Gardening / Gardening Supplies
F20M4146	WIRELESS SUPPORT	112.62	112.62	012869390 5910	Maintenance / Communications - Telephones
F20M4147	DAPPER TIRE COMPANY	5,600.00	5,600.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4157	TURF STAR INC.	300.00	300.00	012899390 4343	Gardening / Gardening Supplies
F20M4160	ASSOCIATED LABORATORIES	300.00	300.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20M4161	HILLYARD / LOS ANGELES	650.00	650.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
F20M4162	WAXIE	300.00	300.00	012889390 4347	Custodial / Repair & Upkeep of Equipment
F20M4163	SMARDEN SUPPLY COMPANY	499.40	499.40	012869390 4345	Maintenance / Maintenance Supplies
F20M4164	CRANDALL, SAM	1,100.00	1,100.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4165	TIME AND ALARM SYSTEMS INC.	654.08	654.08	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4166	TURF STAR INC.	450.00	450.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
F20M4167	ROBERT SKEELS & COMPANY	990.00	990.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4168	WESTERN EXTERMINATOR	700.00	700.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4169	MCMASTER CARR SUPPLY CO	56.64	56.64	012899390 4347	Gardening / Repair & Upkeep of Equipment
F20M4170	SMARDEN SUPPLY COMPANY	4,108.40	4,108.40	252869380 6199	Capital Facilities-Maintenance / Other Improvements
F20M4171	FIBER TECHNOLOGY & DESIGN INC.	225.00	225.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4172	FIBER TECHNOLOGY & DESIGN INC.	225.00	225.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment

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F20M4174	ASSOCIATED LABORATORIES	150.00	150.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20R0514	AWARDS & TROPHIES	32.59	32.59	010014089 4310	Donations - Plavan / Instructional Supplies
F20R0515	CMC SOUTH	310.00	310.00	011533175 5210	Cotsen Family Foundation-Gisle / Travel, Conference,
F20R0516	FLINN SCIENTIFIC	240.56	240.56	011492988 4310	FVEF Teacher Grants - Fulton / Instructional Supplies
F20R0517	DELL INC	9,140.82	4,000.00	010124949 4410	Pacific Life Grant - Masuda / Fixed Assets
			5,140.82	010144949 4410	Sch Site Instr - Masuda / Fixed Assets
F20R0518	SCHOOL COUNSELOR RESOURCES	24.29	24.29	012289961 4325	MAA - Administration / Office Supplies
F20R0519	SOUTHWEST SCHOOL AND OFFICE SU	215.50	215.50	012721616 4325	Sch Site Admin - Newland / Office Supplies
F20R0521	CALIFORNIA DOWEL & TURNINGS	301.61	301.61	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0523	HAMMETT PACKAGING INC.	1,024.70	1,024.70	133207380 4790	Cafeteria Fund / Food Servies Supplies
F20R0524	CALIFORNIANS TOGETHER	185.00	185.00	012338255 5210	Title III-LEP-Administrative / Travel, Conference,
F20R0525	CLEARVISION TECHNOLOGIES	3,900.00	3,900.00	012099078 5899	Vantage Learning / Other Operating Expenses
F20R0526	ORIENTAL TRADING COMPANY	150.86	150.86	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0527	PROCARE WORK INJURY CENTER	2,500.00	1,250.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
			1,250.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
F20R0528	MUSIC HOUSE, THE	188.00	188.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
F20R0529	ARIEL SUPPLY COMPUTER & BUSINE	398.68	398.68	012719165 4325	Superintendent / Office Supplies
F20R0530	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0531	HOME DEPOT	500.00	500.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0532	ART SUPPLY WAREHOUSE	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0533	OFFICE DEPOT	70.94	42.96	012849380 4325	Fiscal Services / Office Supplies
			27.98	133207380 4325	Cafeteria Fund / Office Supplies
F20R0534	SOUTHWEST SCHOOL AND OFFICE SU	103.67	103.67	012289961 4325	MAA - Administration / Office Supplies
F20R0535	METRO BUSINESS SOLUTIONS INC.	2,468.35	2,468.35	012719385 5815	Purchasing / Document Imaging
F20R0536	MCKESSON MEDICAL-SURGICAL INC.	384.71	384.71	012719470 4327	Personnel Department / Health Supplies

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F20R0537	SCHOOL HEALTH CORPORATION	342.65	342.65	012289961 4325	MAA - Administration / Office Supplies
F20R0538	FOLLETT EDUCATIONAL SERVICES	95.79	95.79	012129078 4110	Lottery Instructional Material / Basic Textbooks
F20R0539	WHAT A LOT OF PIZZA	160.79	160.79	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
F20R0540	WHAT A LOT OF PIZZA	400.00	400.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
F20R0541	RENAISSANCE LEARNING INC	454.34	454.34	010014789 4310	PTA Donations - Courreges / Instructional Supplies
F20R0542	FETZER, NANCY SUSAN	159.00	159.00	011534075 5210	Cotsen Family Foundation-Plava / Travel, Conference,
F20R0543	FETZER, NANCY SUSAN	159.00	159.00	011534075 5210	Cotsen Family Foundation-Plava / Travel, Conference,
F20R0544	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	012734040 4327	Health Supplies - Plavan / Health Supplies
F20R0545	POSITIVE PROMOTIONS	700.61	700.61	012539962 4310	Tobacco-Use-OCDE Instructional / Instructional Supplies
F20R0546	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R0547	WOODCRAFT	153.58	153.58	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0548	PENN STATE INDUSTRIES	230.96	230.96	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0549	CRAFT SUPPLIES USA	302.11	302.11	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0550	CRAFT SUPPLIES USA	787.94	787.94	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0551	FETZER, NANCY SUSAN	159.00	159.00	011534075 5210	Cotsen Family Foundation-Plava / Travel, Conference,
F20R0552	FETZER, NANCY SUSAN	159.00	159.00	011534075 5210	Cotsen Family Foundation-Plava / Travel, Conference,
F20R0553	LYNDE-ORDWAY COMPANY	150.00	150.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
F20R0554	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
F20R0555	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0556	RESEARCH PRESS COMPANY	20.63	20.63	012289961 4325	MAA - Administration / Office Supplies
F20R0557	CASP	340.00	340.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0558	CERTIFIED TRANSPORTATION BUS C	618.00	618.00	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
F20R0559	CERTIFIED TRANSPORTATION BUS C	5,459.00	5,459.00	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
F20R0560	BADGE COMPANY, THE	22.25	22.25	012289961 4327	MAA - Administration / Health Supplies



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F20R0561	CERTIFIED TRANSPORTATION BUS C	2,350.08	2,350.08	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
F20R0562	CERTIFIED TRANSPORTATION BUS C	510.88	510.88	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
F20R0563	CALIFORNIA SCHOOL-AGE CONSORTI	125.00	125.00	120016098 5210	Extended School Instructional / Travel, Conference,
F20R0564	CASBO	495.00	495.00	012719380 5210	Business Department / Travel, Conference, Workshop
F20R0565	ARIEL SUPPLY COMPUTER & BUSINE	1,517.04	1,517.04	012289961 4325	MAA - Administration / Office Supplies
F20R0566	SCHOLASTIC MAGAZINE	271.53	271.53	120016198 4310	State Preschool Instructional / Instructional Supplies
F20R0567	PEARSON ASSESSMENTS	7,268.50	7,268.50	012289961 4322	MAA - Administration / Testing Supplies
F20R0568	PRO ED INC.	1,206.94	1,206.94	012289961 4322	MAA - Administration / Testing Supplies
F20R0569	DISCOUNT SCHOOL SUPPLY	69.76	69.76	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0570	CITY OF HUNTINGTON BEACH	1,907.46	1,907.46	012869390 5899	Maintenance / Other Operating Expenses
F20R0571	AARDVARK CLAY AND SUPPLY	107.75	107.75	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0572	MCGRAW-HILL	196.86	196.86	015514060 4310	Special Ed. - Plavan RSP / Instructional Supplies
F20R0573	DECISION INSITE	3,000.00	3,000.00	012719380 5813	Business Department / Consultant
F20R0574	TARGET STORES	215.50	215.50	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0575	METRO BUSINESS SOLUTIONS INC.	67.87	67.87	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R0576	DAMAND PROMOTIONS	232.49	232.49	010301055 4310	EIA-Tamura / Instructional Supplies
F20R0577	CSBA	425.00	425.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
F20R0578	SHAMROCK SUPPLY COMPANY INC.	191.32	191.32	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0579	FOREST PLYWOOD SALES	2,054.16	2,054.16	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0580	WHAT A LOT OF PIZZA	808.13	808.13	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0581	STAPLES	73.26	73.26	012724949 4325	Sch Site Admin - Masuda / Office Supplies
F20R0582	CSBA	195.00	195.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
F20R0583	ARIEL SUPPLY COMPUTER & BUSINE	683.84	683.84	120336098 4325	Extended School Administration / Office Supplies
F20R0584	GREAT BOOKS FOUNDATION	250.00	250.00	011534075 5210	Cotsen Family Foundation-Plava / Travel, Conference,

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F20R0585	MOUNTAIN MATH/LANGUAGE	491.02	491.02	011494088 4310	FVEF Teacher Grants - Plavan / Instructional Supplies
F20R0586	PRINTWORKS	67.88	67.88	010013535 4310	Sch Site Instr - Moiola / Instructional Supplies
F20R0587	ARROWBEAR MUSIC CAMP	490.00	490.00	010013587 5210	Other Donations - Moiola / Travel, Conference, Workshop
F20R0588	PARTY BOUNCE	387.90	387.90	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0589	LAKESHORE LEARNING MATERIALS	129.30	129.30	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0590	KEENAN & ASSOCIATES	1,500.00	1,500.00	012849380 5450	Fiscal Services / OTHER INSURANCE
F20R0591	DISCOUNT SCHOOL SUPPLY	175.38	175.38	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0592	ORIENTAL TRADING COMPANY	127.15	127.15	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0593	BENTLEY PRINTING & GRAPHICS IN	617.29	112.23	012289961 4325	MAA - Administration / Office Supplies
			28.06	012723131 4330	Sch Site Admin - Gisler / Printing/Xerox Supplies
			56.12	012723232 4325	Sch Site Admin - Cox / Office Supplies
			28.06	012723737 4325	Sch Site Admin - Oka / Office Supplies
			56.12	012724747 4325	Sch Site Admin - Courreges / Office Supplies
			112.23	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			56.12	015999860 4325	Special Ed - Administration / Office Supplies
			168.35	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0594	BRAINPOP	1,575.00	75.00	010013289 4310	Donations - Cox / Instructional Supplies
			1,500.00	011493288 4315	FVEF Teacher Grants - Cox / Media/Library Supplies
F20R0596	STARFALL EDUCATION	270.00	270.00	010011089 4320	Donations - Tamura / Computer Supplies
F20R0597	CLASSIC CAKE	200.00	200.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0598	TARGET STORES	215.50	215.50	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
F20R0599	ORANGE COUNTY TREASURER	4,246.26	4,246.26	012869390 5899	Maintenance / Other Operating Expenses
F20R0600	ORANGE COUNTY SANITATION DISTR	9,372.00	9,372.00	012869390 5899	Maintenance / Other Operating Expenses
F20R0601	MODEL ME KIDS LLC	35.27	35.27	015644960 4310	Special Ed. - Masuda S&L / Instructional Supplies
F20R0602	READ NATURALLY	735.95	735.95	010114955 4310	Title I - Masuda / Instructional Supplies
F20R0603	ACSA FOUNDATION FOR EDUCATIONA	375.00	375.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,

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F20R0604	SCHOOL HEALTH CORPORATION	122.70	122.70	012719380 4329	Business Department / Disaster Supplies
F20R0605	THOMSON REUTERS/BARCLAY	325.00	325.00	012929395 4349	Home-to-School Transportation / Transportation Supplies
F20R0606	GIBSON HASBROUCK & ASSOCIATES	200.00	200.00	010303855 4310	EIA-Talbert / Instructional Supplies
F20R0607	SOUTHWEST SCHOOL AND OFFICE SU	1,002.08	1,002.08	012289961 4325	MAA - Administration / Office Supplies
F20R0608	ARIEL SUPPLY COMPUTER & BUSINE	795.25	795.25	012289961 4325	MAA - Administration / Office Supplies
F20R0609	LAKESHORE LEARNING MATERIALS	150.00	150.00	011533175 4310	Cotsen Family Foundation-Gisle / Instructional Supplies
F20R0610	LAKESHORE LEARNING MATERIALS	300.00	300.00	011533175 4310	Cotsen Family Foundation-Gisle / Instructional Supplies
F20R0611	BARNES AND NOBLE	138.18	138.18	011533175 4310	Cotsen Family Foundation-Gisle / Instructional Supplies
F20R0612	FOLLETT EDUCATIONAL SERVICES	177.79	177.79	012129078 4110	Lottery Instructional Material / Basic Textbooks
F20R0613	LAKESHORE LEARNING MATERIALS	300.00	300.00	011534075 4310	Cotsen Family Foundation-Plava / Instructional Supplies
F20R0614	XEROX CORPORATION	192.00	192.00	012723535 5640	Sch Site Admin - Moiola / Outside Services - Leases
F20R0615	RADIO WORKS	1,365.01	1,365.01	012723535 4325	Sch Site Admin - Moiola / Office Supplies
F20R0616	MIND RESEARCH INSTITUTE	45,000.00	45,000.00	012664040 6410	ST Math Lab, Hyundai - Plavan /
F20R0617	STAPLES	100.00	100.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R0618	TREETOP PUBLISHING	300.00	300.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R0619	TARGET STORES	249.85	249.85	012721010 4327	Sch Site Admin - Tamura / Health Supplies
F20R0620	CLASSROOM SUPPLY MART	81.97	81.97	010013789 4310	Donations - Oka / Instructional Supplies
F20R0621	STAPLES	107.75	107.75	015641660 4310	Special Ed. - Newland S&L / Instructional Supplies
F20R0624	LAKESHORE LEARNING MATERIALS	215.50	215.50	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
F20R0625	TARGET STORES	107.75	107.75	012731616 4327	Health Supplies - Newland / Health Supplies
F20R0627	STAPLES	215.50	215.50	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R0628	PCI-EDUCATIONAL PUB.	190.00	190.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
F20R0630	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	010308255 5210	EIA-Administration / Travel, Conference, Workshop
F20R0631	READ NATURALLY	147.19	147.19	010018255 4310	Title I - Instructional / Instructional Supplies

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F20R0632	CMC SOUTH	750.00	750.00	011531676 5210	Cotsen Alumni Grant - Newland / Travel, Conference,
F20R0633	FLINN SCIENTIFIC	680.89	680.89	011492988 4420	FVEF Teacher Grants - Fulton / New Equip \$500-\$5000
F20R0634	ELECTRO-MEDICAL INSTRUMENTATIO	1,353.23	1,353.23	012289961 4347	MAA - Administration / Repair & Upkeep of Equipment
F20R0635	FLINN SCIENTIFIC	247.57	247.57	011492988 4310	FVEF Teacher Grants - Fulton / Instructional Supplies
F20R0636	SOUTHWEST SCHOOL AND OFFICE SU	163.78	163.78	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
F20R0637	MCGRAW-HILL	17,780.30	17,780.30	012289961 4310	MAA - Administration / Instructional Supplies
F20R0638	REID, WILLIAM	500.00	500.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
F20R0639	SOUTHWEST SCHOOL AND OFFICE SU	25.04	25.04	012289961 4322	MAA - Administration / Testing Supplies
F20R0640	SCHOOL OUTFITTERS	689.63	689.63	012289961 4327	MAA - Administration / Health Supplies
F20R0641	RADIO WORKS	1,178.00	1,178.00	010014787 4399	Other Donations - Courreges / Equipment Under \$500.00
F20R0642	DISCOUNT SCHOOL SUPPLY	177.68	177.68	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
F20R0644	STAPLES	100.00	100.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R0645	HOME DEPOT	300.00	300.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0646	EAGLE SOFTWARE INC.	175.00	175.00	012749380 5210	Staff Development-Non-Instruct / Travel, Conference,
F20R0647	STAPLES	300.00	300.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0648	SAMS CLUB	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0649	RALPHS GROCERY COMPANY	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0651	TARGET STORES	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0652	TROXELL COMMUNICATIONS INC.	1,771.41	1,771.41	012109078 4320	Tech/Media Office Operation / Computer Supplies
F20R0653	APPLE COMPUTER ORDER	271.35	271.35	012109078 4399	Tech/Media Office Operation / Equipment Under \$500.00
F20R0655	CHEFS' TOYS	51.96	51.96	133207380 4790	Cafeteria Fund / Food Servies Supplies
F20R0656	NASCO	3,166.51	3,166.51	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
F20R0657	LINGUISYSTEMS INC.	200.68	200.68	015643260 4310	Special Ed. - Cox S&L / Instructional Supplies

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F20R0658	ETS	3,030.00	3,030.00	017109275 4322	Testing / Testing Supplies
F20R0659	ORANGE COUNTY DEPARTMENT OF ED	990.00	990.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference,
F20R0660	BUREAU OF EDUCATION & RESEARCH	229.00	229.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20S8022	WAXIE	6,713.31	6,713.31	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8023	WAXIE	131.46	131.46	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8024	EMPIRE CLEANING SUPPLY	14,527.09	14,527.09	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8025	WAXIE	238.51	238.51	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8026	BATTERY SPECIALTIES	119.19	119.19	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8027	WEST LITE SUPPLY CO INC	2,999.24	2,999.24	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8028	ARIEL SUPPLY COMPUTER & BUSINE	3,227.12	3,227.12	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8029	UNISOURCE	1,089.35	1,089.35	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>215,582.63</b>			
	<b>Fund 12 Total:</b>	<b>4,088.99</b>			
	<b>Fund 13 Total:</b>	<b>1,104.64</b>			
	<b>Fund 25 Total:</b>	<b>4,108.40</b>			
	<b>Fund 68 Total:</b>	<b>1,900.00</b>			
	<b>Total Amount of Purchase Orders:</b>	<b>226,784.66</b>			

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS**

BOARD OF TRUSTEES

11/17/2011

FROM 10/05/2011 TO 11/08/2011

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4005	GRAINGER INC.	3,500.00	+500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4014	MCMaster CARR SUPPLY CO	4,500.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4024	REFRIGERATION CONTROL COMPANY	7,000.00	+5,000.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4032	HARBOR WHOLESALE ELECTRIC	750.00	+250.00	016689380 4345	7394 TIIG Admin Tech-Operation / Maintenance Supplies
F20M4120	SERVICE SOLUTIONS GROUP LLC	455.20	+105.20	133207380 4347	Cafeteria Fund / Repair & Upkeep of Equipment
F20M4137	TERRYS TESTING INC.	100.00	+30.00	012869390 5899	Maintenance / Other Operating Expenses
F20R0014	SOUTHWEST SCHOOL AND OFFICE SU	200.00	+100.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
F20R0026	HOME DEPOT	1,000.00	-1,500.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0252	STAPLES	1,700.00	+400.00	012719470 4325	Personnel Department / Office Supplies
F20R0327	HOME DEPOT	500.00	+400.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0329	CM SCHOOL SUPPLY	175.00	+75.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0446	CDWG	51.07	+32.32	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0471	INFOGRIP INC.	102.74	+9.00	012289961 4320	MAA - Administration / Computer Supplies
F20R0491	FOREST PLYWOOD SALES	652.10	+530.88	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0498	TOY DEPOT	227.36	-26.30	010013789 4310	Donations - Oka / Instructional Supplies
	<b>Fund 01 Total:</b>		<b>7,268.58</b>		
	<b>Fund 12 Total:</b>		<b>32.32</b>		
	<b>Fund 13 Total:</b>		<b>105.20</b>		
	<b>Total Amount of Change Orders:</b>		<b>7,406.10</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2012 19

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

<b>Fund: 0101 GENERAL FUND</b>
--------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	777,564.00	713,970.00
1200	CERTIFICATED PUPIL SUPPORT	36,271.00	90,636.00
1300	SUPERVISION AND ADMINISTRATORS	79,916.00	82,096.00
1900	OTHER CERTIFICATED		2,000.00
2100	INSTRUCTIONAL AIDES' SALARIES	450,546.00	377,766.00
2200	CLASSIFIED SUPPORT	49,847.00	76,923.00
2300	SUPERVISION AND ADMINSTRATOR	6,360.00	3,418.00
2400	CLERICAL & OFFICE SALARIES	58,576.00	63,437.00
2900	OTHER CLASSIFIED SALARIES	4,951.00	4,952.00
3101	STRS-CERTIFICATED POSITIONS	70,173.00	69,200.00
3102	STRS-CLASSIFIED	51.00	59.00
3202	PERS-CLASSIFIED	73,282.00	43,223.00
3313	MEDICARE-CERTIFICATED	7,297.00	14,000.00
3314	MEDICARE-CLASSIFIED	13,697.00	11,221.00
3353	ARP-CERTIFICATED	15.00	6.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	308.00	885.00
3356	OASDI-CLASSIFIED	35,602.00	29,809.00
3401	HEALTH & WELFARE-CERTIFICATED	13,467.00	10,633.00
3402	HEALTH & WELFARE-CLASSIFIED	7,686.00	13,358.00
3501	SUI-CERTIFICATED	14,120.00	13,628.00
3502	SUI-CLASSIFIED	8,975.00	8,429.00
3601	WORKERS'COMP-CERTIFICATED	17,532.00	16,962.00
3602	WORKERS'COMP-CLASSIFIED	11,169.00	10,471.00
3802	PERS REDUCTION-CLASSIFIED	48,241.00	24,388.00
3953	Long Term Disability-Cert		237.00
3954	Long Term Disability-Class	1.00	
4200	BOOKS OTHER THAN TEXTBOOKS		37.00
4300	MATERIALS & SUPPLIES	14,482.00	29,709.00
5600	RENTALS,LEASES AND REPAIRS		1,150.00
5800	PROF/CONS SERV & OPER EXPENSE	840,767.00	246,152.00
5900	COMMUNICATIONS		378.00
7439	DS/Other Debt Service Payments		11,918.00
8000	REVENUE LIMIT SOURCES	197,983.00	460,514.00
8200	FEDERAL INCOME		13,751.00
8500	STATE INCOME		79,681.00
8600	LOCAL INCOME	110.00	37,083.00
8900	INCOMING TRANSFERS	864,000.00	864,049.00
9740	LEGALLY RESTRICTED BALANCE		49.00
9780	RESERVE-OTHER DESIGNATIONS		3.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		55,651.00
9790	UNDESIGNATED/UNAPPROPRIATED	359,079.00	1,366,205.00

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2012 19

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

<b>Fund: 0101 GENERAL FUND</b>
--------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9799	APPROPRIATED FUND BALANCE	1.00	
<b>Subfund Total:</b>		<b>4,062,069.00</b>	<b>4,848,037.00</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, November 17, 2011.

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

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

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

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

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

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



# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2012 20

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

### Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	6,431.00	19,875.00
2300	SUPERVISION AND ADMINSTRATOR		188.00
2400	CLERICAL & OFFICE SALARIES	11,272.00	
3202	PERS-CLASSIFIED	1,432.00	1,700.00
3314	MEDICARE-CLASSIFIED	206.00	240.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	91.00	7.00
3356	OASDI-CLASSIFIED	687.00	1,266.00
3402	HEALTH & WELFARE-CLASSIFIED	2,800.00	
3502	SUI-CLASSIFIED	229.00	267.00
3602	WORKERS'COMP-CLASSIFIED	283.00	330.00
3802	PERS REDUCTION-CLASSIFIED	111.00	991.00
3954	Long Term Disability-Class		1.00
4300	MATERIALS & SUPPLIES	2,291.00	10,500.00
5800	PROF/CONS SERV & OPER EXPENSE		1,100.00
7350	TRANSFER INDIRECT COST IFT	1,062.00	1,579.00
8500	STATE INCOME	22,479.00	
8600	LOCAL INCOME	30.00	32,258.00
9740	LEGALLY RESTRICTED BALANCE	1,400.00	
<b>Subfund Total:</b>		<b>50,804.00</b>	<b>70,302.00</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, November 17, 2011.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2012 21

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

<b>Fund: 1717 SPECIAL RESERVE OTHER THAN CO</b>
---

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
7612	IFT BETWEEN GEN,&SPEC.RES.FUND		49.00
8600	LOCAL INCOME		49.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>98.00</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, November 17, 2011.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2012 22

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

<b>Fund: 4040 SPECIAL RESERVE/C.O.P.</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
8900	INCOMING TRANSFERS		6,000,000.00
9780	RESERVE-OTHER DESIGNATIONS		6,000,000.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>12,000,000.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 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

2012 12

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

<b>Fund: 0101 GENERAL FUND</b>
--------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	65,604.00	587,367.00
1200	CERTIFICATED PUPIL SUPPORT	31,533.00	40,620.00
1300	SUPERVISION AND ADMINISTRATORS	93,101.00	137,200.00
1900	OTHER CERTIFICATED		3,500.00
2100	INSTRUCTIONAL AIDES' SALARIES	4,079.00	181,532.00
2200	CLASSIFIED SUPPORT		25,453.00
2300	SUPERVISION AND ADMINSTRATOR	1,351.00	13,985.00
2400	CLERICAL & OFFICE SALARIES	44,882.00	133,735.00
2900	OTHER CLASSIFIED SALARIES	66,951.00	66,135.00
3101	STRS-CERTIFICATED POSITIONS	12,276.00	60,187.00
3102	STRS-CLASSIFIED	1,948.00	2,597.00
3202	PERS-CLASSIFIED	20,168.00	43,644.00
3313	MEDICARE-CERTIFICATED	2,195.00	11,230.00
3314	MEDICARE-CLASSIFIED	1,756.00	5,821.00
3353	ARP-CERTIFICATED	2.00	101.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	330.00	118.00
3355	OASDI-CERTIFICATED	10.00	50.00
3356	OASDI-CLASSIFIED	6,078.00	22,540.00
3401	HEALTH & WELFARE-CERTIFICATED	20,104.00	54,537.00
3402	HEALTH & WELFARE-CLASSIFIED	20,704.00	20,801.00
3501	SUI-CERTIFICATED	2,396.00	14,295.00
3502	SUI-CLASSIFIED	2,202.00	6,535.00
3601	WORKERS'COMP-CERTIFICATED	2,977.00	16,330.00
3602	WORKERS'COMP-CLASSIFIED	2,345.00	8,079.00
3701	RETIREE BENEFITS-CERTIFICATED	17,200.00	
3702	RETIREE BENEFITS-CLASSIFIED	7,500.00	
3801	PERS REDUCTION-CERTIFICATED		30.00
3802	PERS REDUCTION-CLASSIFIED	1,539.00	20,502.00
3901	OTHER BENEFITS-CERTIFICATED		17,742.00
3953	Long Term Disability-Cert	74.00	174.00
3954	Long Term Disability-Class		4.00
4300	MATERIALS & SUPPLIES	3,572.00	76,567.00
4400	NONCAPITALIZATION EQUIPMENT	475.00	55,479.00
5200	TRAVEL & CONFERENCES	388.00	6,361.00
5300	DUES AND MEMBERSHIPS		7,493.00
5600	RENTALS,LEASES AND REPAIRS		471.00
5800	PROF/CONS SERV & OPER EXPENSE	609,392.00	159,440.00
7350	TRANSFER INDIRECT COST IFT	2,315.00	
9740	LEGALLY RESTRICTED BALANCE	267.00	
9780	RESERVE-OTHER DESIGNATIONS	302,242.00	
9790	UNDESIGNATED/UNAPPROPRIATED	757,875.00	305,176.00

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2012 12

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>
	<b>Subfund Total:</b>	<b>2,105,831.00</b>	<b>2,105,831.00</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, November 17, 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

2012 13

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

### Fund: 1212 CHILD DEVELOPMENT

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
2100	INSTRUCTIONAL AIDES' SALARIES	161,100.00	147,607.00
2200	CLASSIFIED SUPPORT	8,552.00	13,673.00
2300	SUPERVISION AND ADMINSTRATOR		1,689.00
2400	CLERICAL & OFFICE SALARIES		4,752.00
3202	PERS-CLASSIFIED	11,015.00	772.00
3314	MEDICARE-CLASSIFIED	252.00	234.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	55.00	452.00
3356	OASDI-CLASSIFIED	3,122.00	924.00
3402	HEALTH & WELFARE-CLASSIFIED	8,800.00	
3502	SUI-CLASSIFIED	280.00	259.00
3602	WORKERS'COMP-CLASSIFIED	1,222.00	194.00
3802	PERS REDUCTION-CLASSIFIED	74.00	5,722.00
4300	MATERIALS & SUPPLIES	125.00	9,000.00
4400	NONCAPITALIZATION EQUIPMENT		4,000.00
5900	COMMUNICATIONS		1,600.00
6200	BUILDING AND IMPROVE OF BLDGS		7,000.00
7350	TRANSFER INDIRECT COST IFT		1,798.00
9740	LEGALLY RESTRICTED BALANCE	9,100.00	4,021.00
<b>Subfund Total:</b>		<b>203,697.00</b>	<b>203,697.00</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, November 17, 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

2012 14

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

### Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT		9,687.00
2300	SUPERVISION AND ADMINSTRATOR		1,721.00
2400	CLERICAL & OFFICE SALARIES		8,451.00
3202	PERS-CLASSIFIED	840.00	
3314	MEDICARE-CLASSIFIED		288.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		182.00
3356	OASDI-CLASSIFIED		364.00
3502	SUI-CLASSIFIED		320.00
3602	WORKERS'COMP-CLASSIFIED		397.00
3802	PERS REDUCTION-CLASSIFIED		1,540.00
3954	Long Term Disability-Class		27.00
4300	MATERIALS & SUPPLIES		1,800.00
5200	TRAVEL & CONFERENCES		1,500.00
5600	RENTALS,LEASES AND REPAIRS		5,000.00
5800	PROF/CONS SERV & OPER EXPENSE		5,000.00
9740	LEGALLY RESTRICTED BALANCE	35,437.00	
<b>Subfund Total:</b>		<b>36,277.00</b>	<b>36,277.00</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, November 17, 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

2012 15

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

<b>Fund: 2525 CAPITAL FACILITIES</b>
--------------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
6100	SITES AND IMPROVEMENT OF SITES		4,100.00
6200	BUILDING AND IMPROVE OF BLDGS		1,750.00
9780	RESERVE-OTHER DESIGNATIONS	5,850.00	
<b>Subfund Total:</b>		<b>5,850.00</b>	<b>5,850.00</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, November 17, 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

2012 16

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

<b>Fund: 4040 SPECIAL RESERVE/C.O.P.</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE		8,110.00
9780	RESERVE-OTHER DESIGNATIONS	8,110.00	
<b>Subfund Total:</b>		<b>8,110.00</b>	<b>8,110.00</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, November 17, 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

## Transfer of Funds

Reference #:  
2012 17

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

**Fund: 6768 INSURANCE-WCI**

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES		588.00
3202	PERS-CLASSIFIED	87.00	
3314	MEDICARE-CLASSIFIED		9.00
3356	OASDI-CLASSIFIED		37.00
3502	SUI-CLASSIFIED		9.00
3602	WORKERS'COMP-CLASSIFIED		11.00
3802	PERS REDUCTION-CLASSIFIED		164.00
5800	PROF/CONS SERV & OPER EXPENSE		52,003.00
9790	UNDESIGNATED/UNAPPROPRIATED	52,734.00	
<b>Subfund Total:</b>		<b>52,821.00</b>	<b>52,821.00</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, November 17, 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

2012 18

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

<b>Fund: 6769 INSURANCE HEALTH/WELFARE</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
3202	PERS-CLASSIFIED	5.00	
3802	PERS REDUCTION-CLASSIFIED		5.00
<b>Subfund Total:</b>		<b>5.00</b>	<b>5.00</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, November 17, 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  
**Curriculum/Instruction**

*MEMORANDUM*

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** *CONSULTANT AGREEMENT FOR PROFESSIONAL  
DEVELOPMENT IN STUDENT ENGAGEMENT AND ACTIVE  
PARTICIPATION*  
**DATE:** November 4, 2011

---

**BACKGROUND**

One of the District's instructional priorities is to support the successful implementation of a Response to Instruction/Intervention (RtI<sup>2</sup>) model at each school site. In addition to implementation of co-teaching in identified classrooms at the middle school level, administrators at Fulton, Masuda, Moiola, and Talbert have also identified student engagement as a school wide instructional focus area. Providing students with "best first instruction" is the foundation of the RtI pyramid; effective use of research-proven instructional strategies helps prevent students from falling behind and needing intervention later.

Kevin Feldman, Ed.D., is the Emeritus Director of Reading and Intervention with the Sonoma County Office of Education (SCOE) and an independent educational consultant working with publishers, schools, and districts across the country. Dr. Feldman's primary focus is on improving academic literacy. His major contributions are in the areas of active student engagement; academic vocabulary; comprehension strategies; preventing early reading failure; linking assessment to instruction; developing school-wide literacy support models (e.g. RtI) for elementary, middle, and high schools; and accommodating and accelerating learning for English Learners, Special Education, and other high risk students.

If approved by the Board of Trustees, Dr. Feldman will provide administrators and teachers at Fulton, Masuda, Moiola, and Talbert with 6 hours of professional development in the architecture of student engagement. He will then connect this structure to effective instructional strategies that can be used across the curriculum so that active participation permeates everything that teachers and students do in the classroom.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the consultant agreement with Kevin Feldman, Ed.D., to provide professional development in student engagement and active participation for administrators and teachers at Fulton, Masuda, Moiola, and Talbert.

## Dr. Kevin Feldman

### Professional Biography

Dr. Kevin Feldman is the Emeritus Director of Reading and Intervention with the Sonoma County Office of Education (SCOE) and an independent educational consultant working with publishers, schools, and districts across the country. His career in education spans forty-one years. As the Director of Reading and Intervention for SCOE he develops, organizes, and monitors programs related to PreK-12 literacy and the prevention/remediation of reading difficulties. To learn more about Dr. Feldman's work, please visit the SCOE web site ([www.scoe.org/reading](http://www.scoe.org/reading)).

Dr. Feldman's primary focus is on improving academic literacy. His major contributions are in the areas of active student engagement, academic vocabulary, comprehension strategies, preventing early reading failure, linking assessment to instruction, developing school-wide literacy support models (e.g. RTI) for elementary, middle, and high schools, and accommodating and accelerating ELL/Special Education and other high risk students. Dr. Feldman serves as lead consultant to a number of RTI/Instructional improvement related projects around the country (e.g. OR, MI, NE) supporting a rigorous effort to improve content area literacy or Tier 1 instruction in grades 4-12. He also serves as literacy consultant to the CalSTAT Statewide Special Education Reform Project in California (see: [www.calstat.org](http://www.calstat.org)), as well as a number of publishers and literacy organizations nationwide. He is a consulting author for various secondary publishers including: Prentice-Hall Middle/High School Language Arts, Social Studies, and Science Programs, and is the co-author of Scholastic's READ 180 Intervention Program.

Dr. Feldman is a frequent seminar leader throughout California and across the country. He has contributed a number of articles to professional journals, and developed several reports for task forces and literacy initiatives. He co-authored the monograph, *Narrowing the Language Gap: The Case for Explicit Vocabulary Instruction* (2005) with Dr. Kate Kinsella and is co-editing a special issue of *Learning Disabilities Research and Practice* (2011) with Dr. Ed Ellis dealing with Content Area Literacy. Dr. Feldman has taught for nineteen years at the university level in Special Education and Masters' level programs for University of California, Riverside and Sonoma State University.

Dr. Feldman earned his undergraduate degree in Psychology from Washington State University, Masters Degree from UC Riverside in Special Education, Learning Disabilities and Instructional Design, and Ed.D. from the University of San Francisco in Curriculum and Instruction. When not working with educators, Dr. Feldman enjoys reading (imagine that!), outdoor adventuring/travel, music, and trying to keep up with his twenty-year old son Max, and sixteen year old daughter Zoe Rose.



## DR. KEVIN FELDMAN

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**Current Position** Title: Emeritus Director of Reading & Intervention, Sonoma County Office of Education.  
Develop, organize, present, and monitor programs related to K-12 literacy, K-12 Intervention, RtI, & the prevention of reading difficulties.  
Independent Consultant & Author - PreK - 12 Literacy Consultation, Curriculum Design & Professional Development.

**Education: Degrees:** Ed.D., U of San Francisco, Curriculum & Instruction, 1998.  
M.A. Special Education, Learning Disabilities & Instructional Design; UC Riverside, 1979.  
B.S. Psychology, Washington State University, 1970.

**Certification:** Multiple Subject, California Standard Life Credential  
Learning Handicapped, California Special Education Credential  
Administration, California Standard Administrative Credential

**Consulting & Training Clients:** (partial list)  
\*Association of California School Administrators  
\*Council on Learning Disab. & Council on Exception Children. Int'l Conferences  
\*California Reading & Literature Project Trainer & Advisory Board Member  
\*Numerous Schools, Districts, County Offices, in California & Nationally  
\*National Learning Disabilities Association  
\*Iowa State Department of Education  
\*Alaska State Department of Education -  
\*Pennsylvania State Department of Education  
\*Scholastic, Sopris West, Pearson, & Prentice-Hall Publishers: author/consultant  
\*Reading First Centers Nationally  
\*Arizona State Dept. of Education

**Specialized Skills & Training** (partial list)  
\*Early Intervention/Prevention Prgms. \*Effective Reading Instruction PreK-12  
\*Secondary Literacy Interventions \*Vocabulary & Comprehension Development  
\*Content Area Literacy Strategies \*RtI (Response to Intervention)  
\*Assessment to Inform Instruction \*REWARDS/DIBELS National Trainer  
\*PALS (Peer Assisted Learning Strategies) \*Differentiating Instruction  
\*Parent Education Programs \*Academic Language Acquisition

**Publications:** Scholastic's Read 180 Enterprise Edition - rBook (2008); Pearson's Middle School Social Studies Textbook, (2005);  
Prentice-Hall Secondary Language Arts: Timeless Voices Timeless Themes. (2002); Consulting Author. The California Reading Initiative & Special Education: report of the Ca Special Ed Reading Task Force, 1999;  
Instructional Planning of Special & General Education Co-teachers to Students w/Learning Disabilities in General Ed Classrooms (1998).

**Additional Interests:** Philosophy/Psychology Outdoor Adventuring Child Development  
Sports & Fitness Social policy & Community Building Music & Performance

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Chasing after my 20 yr. old son & 16 yr old daughter!



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

*MEMORANDUM*

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***BOEING GRANT AWARD***  
**DATE:** November 4, 2011

---

**BACKGROUND**

The Boeing Company has long been an ardent supporter of arts education in Orange County. In addition to supporting the Arts Advantage consortium, organized through the Orange County Department of Education, Boeing has provided grant funding to Fountain Valley, Huntington Beach City, Ocean View, and Westminster School Districts for a part-time arts coordinator to assist with district implementation of a strategic visual and performing arts plan. The Fountain Valley School District has been a recipient of the Boeing arts grant since 2007. This fall, the District was once again invited to apply for a grant award. An application was submitted to Boeing and, in October, the District was awarded \$10,000.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve acceptance of the \$10,000 grant award from the Boeing Company to fund part-time coordination of the District's visual and performing arts plan.

The Boeing Company  
2201 Seal Beach Boulevard  
P.O. Box 2515  
Seal Beach, CA 90740-1515

October 12, 2011



Ms. Ann Silavs  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708-4712

Dear Ann,

On behalf of The Boeing Company, I am pleased to enclose a check in the amount of \$10,000. This represents our support of the Arts Advantage program in Fountain Valley School District.

Thank you for your dedication to arts education and all aspects that are needed to provide students an education that is rich in all core curriculums.

Best wishes for continued success.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Murr".

Sarah Murr  
Community Investor

Enclosure



SO 2011-12/B12-17  
Fountain Valley School District  
SUPERINTENDENT'S OFFICE

M E M O R A N D U M

TO: Board of Trustees  
FROM: Rina Hansen, Executive Assistant  
SUBJECT: **Selection of Date of Annual Organizational Meeting**  
DATE: November 10, 2010

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**Background**

The provisions of Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period. For 2011, this period is from December 2 through December 16. The law further requires that unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period.

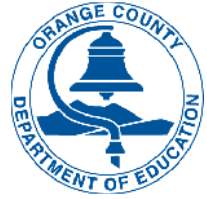
Board Bylaw 9100 of the Board of Trustees also addresses the Annual Organizational Meeting and states, "the Board shall hold an annual organizational meeting within the time limits prescribed by law."

**Recommendation**

It is recommended that the Board of Trustees select Thursday, December 8, 2011 as the date of the annual organizational meeting. The meeting shall begin at 7pm.

Print Form

Submit Form by Email



Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA  
92626

**Date:**

October 6, 2011

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2011, this 15-day period runs December 2nd through December 16th. Further, the Education Code requires each governing board to notify the county superintendent of schools of the day and time selected for the organizational meeting.

Please return this form with the information below by Wednesday, November 30th to:

Rosalee Hormuth, Manager Business Services  
Orange County Department of Education  
200 Kalmus Drive, Costa Mesa, CA 92626  
[rhormuth@ocde.us](mailto:rhormuth@ocde.us)  
Phone: (714) 966-4234  
Fax: (714) 662-3570

## Organizational Meeting Information

**District Name:**

Fountain Valley School District

**Meeting Date:**

December 8, 2011

**Meeting Time:**

7pm

## District Contact Information

**Name:**

Marc Ecker, Ph.D.

**Title:**

Superintendent

**Phone:**

(714) 843-3255

**Email:**

[eckerm@fvstd.k12.ca.us](mailto:eckerm@fvstd.k12.ca.us)



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

***MEMORANDUM***

**TO:** Marc Ecker, Ph.D., Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION  
TO PROVIDE ON-SITE SUPPORT FOR CO-TEACHING***  
**DATE:** November 1, 2011

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**BACKGROUND**

One of the District's instructional priorities is to support the successful implementation of a Response to Instruction/Intervention (RtI<sup>2</sup>) model at each school site. The administrators and staff at Fulton, Masuda, and Talbert are committed to utilizing the co-teaching approach to effectively meet students' diverse instructional needs. Co-teaching, also referred to as collaboration, involves general education teachers and Resource Specialists working together to plan and deliver instruction for general and special education students. This approach to teaching and learning is a paradigm shift for many general education teachers who are used to working autonomously in the classroom.

Based upon the work of Dr. Marilyn Friend, the Orange County Department of Education (OCDE) provided District middle school teachers with professional development in co-teaching in early September. In further support of effective site implementation of this instructional model, OCDE is prepared to provide general and special education teachers with on-site support and facilitated planning time this fall through December 2011.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with Orange County Department of Education to provide on-site support in co-teaching for general and special education teachers at Fulton, Masuda, and Talbert.

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INCOME AGREEMENT  
FOUNTAIN VALLEY SCHOOL DISTRICT

This AGREEMENT is hereby entered into this 21st day of October, 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, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work, and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall perform the following service:

1 1.1 Conduct five (5) days of "Co-teaching Coaching" training  
2 sessions, facilitate co-teacher planning, share co-  
3 teaching strategies, and support the DISTRICT initiative  
4 to implement co-teaching effectively.

5 2.0 TERM. This AGREEMENT shall commence on October 21, 2011 and end  
6 on December 31, 2011.

7 3.0 COMPENSATION. DISTRICT agrees to pay the SUPERINTENDENT for  
8 services satisfactorily performed pursuant to Section 1.0 of this  
9 AGREEMENT a total sum not to exceed Two thousand five hundred  
10 dollars (\$2,500.00). Reimbursement shall be made at the rate of Five  
11 hundred dollars (\$500.00) per day. Payment shall be mailed to:  
12 Orange County Superintendent of Schools, Attn: Accounting Manager,  
13 200 Kalmus Drive, P. O. Box 9050, Costa Mesa, California 92628-9050,  
14 or at such other place as SUPERINTENDENT may designate in writing.

15 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance  
16 of this AGREEMENT, shall be and act as an independent contractor.  
17 SUPERINTENDENT understands and agrees that he/she and all of his/her  
18 employees shall not be considered officers, employees or agents of  
19 the DISTRICT, and are not entitled to benefits of any kind or nature  
20 normally provided employees of the DISTRICT and/or to which  
21 DISTRICT'S employees are normally entitled, including, but not  
22 limited to, State Unemployment Compensation or Workers'  
23 Compensation. SUPERINTENDENT assumes the full responsibility for  
24 the acts and/or omissions of his/her employees or agents as they  
25 relate to the services to be provided under this AGREEMENT.  
SUPERINTENDENT shall assume full responsibility for payment of all

1 federal, state and local taxes or contributions, including  
2 unemployment insurance, social security and income taxes with  
3 respect to SUPERINTENDENT'S employees.

4 5.0 HOLD HARMLESS/INDEMNIFICATION.

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

13 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless  
14 SUPERINTENDENT, the Orange County Board of Education, and its  
15 officers, agents, and employees from liability and claims of liability  
16 for bodily injury, personal injury, sickness, disease, or death of any  
17 persons or persons, or damage to any property, real, personal,  
18 tangible or intangible, arising out of the negligent acts or omissions  
19 of employees, agents or officers of DISTRICT during the period of this  
20 AGREEMENT.

21 6.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to  
22 this AGREEMENT shall not be assigned by the DISTRICT without prior  
23 written approval of SUPERINTENDENT.

24 7.0 TOBACCO USE POLICY. In the interest of public health, the  
25 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
use of any tobacco products are prohibited in buildings and

1 vehicles, and on any property owned, leased or contracted for by the  
2 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to  
3 abide with conditions of this policy could result in the termination  
4 of this AGREEMENT.

5 8.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that  
6 they will not engage in unlawful discrimination in employment of  
7 persons because of race, color, religious creed, national origin,  
8 ancestry, physical handicap, medical condition, marital status, or  
9 sex of such persons.

10 9.0 NOTICE. All notices or demands to be given under this  
11 AGREEMENT by either party to the other, shall be in writing and  
12 given either by: (a) personal service or (b) by U.S. Mail, mailed  
13 either by registered or certified mail, return receipt requested,  
14 with postage prepaid. Service shall be considered given when  
15 received if personally served or if mailed on the third day after  
16 deposit in any U.S. Post Office. The address to which notices or  
17 demands may be given by either party may be changed by written  
18 notice given in accordance with the notice provisions of this  
19 section. At the date of this AGREEMENT, the addresses of the  
20 parties are as follows:

21 DISTRICT: Fountain Valley School District  
22 10055 Slater Avenue  
23 Fountain Valley, California 92708  
24 Attn: \_\_\_\_\_

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

1 10.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to  
2 seek redress for violation of, or to insist upon, the strict  
3 performance of any term or condition of this AGREEMENT shall not be  
4 deemed a waiver by that party of such term or condition, or prevent  
5 a subsequent similar act from again constituting a violation of such  
6 term or condition.

7 11.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be  
9 invalid, void, or unenforceable, the remaining provisions will  
10 nevertheless continue in full force and effect, and shall not be  
11 affected, impaired or invalidated in any way.

12 12.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California with venue  
14 in Orange County, California.

15 13.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire agreement among the Parties to  
17 it and supersedes any prior or contemporaneous understanding or  
18 agreement with respect to the services contemplated, and may be  
19 amended only by a written amendment executed by both Parties to the  
20 AGREEMENT.

21 ////  
22 ////  
23 ////  
24 ////  
25 ////



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

2 DISTRICT: FOUNTAIN VALLEY SCHOOL  
3 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

BY: *Patricia McCaughey*  
Authorized Signature

5 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

6 TITLE: \_\_\_\_\_

TITLE: Coordinator

7 DATE: \_\_\_\_\_

DATE: October 24, 2011

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12  
13 FVSD-Income (37529) 12  
ZIP4



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Ph.D., Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** *CONSULTANT AGREEMENT FOR GATE TRAINING*  
**DATE:** November 1, 2011

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**BACKGROUND**

California Education Code 52200 through 52212 outlines state requirements for Gifted and Talented Education (GATE) programs. In order to receive state funding, each applicant school district shall submit a plan for a proposed program for gifted and talented pupils to the State Board of Education (SBE). In 2009-2010, passage of Senate Bill 4 of the Third Extraordinary Session (SBX3 4) provided Local Educational Agencies with funding flexibility for 39 identified categorical programs, including GATE. Recent passage of SB 70 further extended categorical flexibility through 2015. As a result of this legislative action, the District is not currently required to submit a GATE application to the SBE for continued funding. Current funding is based upon the District's previous apportionment.

The District's most recent GATE plan was approved by the state in 2005-2006 and provides teachers with a pathway for GATE certification. Teachers may either pursue a GATE certificate from an accredited university or meet locally established criteria for certification. An increase in the number of teacher retirements over the last few years necessitates GATE training opportunities that lead to teacher certification.

Jennifer Krogh, Ed.D., is an adjunct professor at the University of Southern California with expertise in gifted and talented education. Dr. Krogh has served as a consultant for the University of California Extension (Irvine and San Diego), teaching GATE certification courses. If approved by the Board of Trustees, Dr. Krogh would provide 6 hours (one full day) of teacher training in differentiating the core curriculum for gifted students through the use of depth and complexity. This training opportunity would meet one of the District established criteria for GATE teacher certification.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the consultant agreement with Jennifer Krogh, Ed.D., to provide teachers with GATE training in differentiating the core curriculum through depth and complexity.

## JENNIFER A. KROGH

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### EDUCATION, CREDENTIALS and CERTIFICATES

#### UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Doctor of Education, *Teacher Education in Multicultural Societies*, 2010

Master of Science, *Educational Administration*, 2000

Bachelor of Science, *Education*, 1999 (Magna Cum Laude)

#### UNIVERSITY OF CALIFORNIA, Irvine, CA

GATE Specialized Studies Certificate, 2006

California Professional Clear, Multiple Subject Teaching Credential

Cross-cultural, Language and Academic Development Certificate (CLAD)

Performance Assessment for California Teachers (PACT), Trained Scorer

### GERMANE HIGHLIGHTS

- USC MASTER OF ARTS IN TEACHING, ADJUNCT ASSISTANT PROFESSOR
- LAUSD EDUCATIONAL CONSULTANT, GATE PROGRAM
- NEWPORT-MESA UNIFIED GATE TEACHER ON SPECIAL ASSIGNMENT
- UCI DISTINGUISHED INSTRUCTOR AWARD

### HIGHER EDUCATION EXPERIENCE

#### UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

##### ***Adjunct Professor, Master of Arts in Teaching Fall, 2010-Present***

- Deliver various courses, including *Teaching Social Studies in Secondary Classrooms, English and Language Arts for Elementary Social Studies, Human Differences and Capstone*.
- Utilize the MAT@USC online platform to educate, facilitate discussion and assess student learning.
- Facilitate reflective dialogue on one's beliefs and how they may impact student learning.
- Assess student understanding and growth of knowledge through formative and summative measures.

##### ***Graduate Assistant, Master of Arts in Teaching Spring, 2010***

- Reviewed applications of prospective candidates.
- Assessed candidates for alignment with program's criteria for admittance.
- Determined recommendation for admittance to program.

##### ***Teaching Assistant, Elementary Social Studies Methods Spring, 2009***

- Articulated relationship between social studies and pedagogical methodologies.
- Identified socio-political factors related to teaching and learning of social studies.
- Employed lessons demonstrating both intra- and inter-disciplinary learning.
- Utilized Blackboard technology to upload course materials and information.

- Assessed student understanding of content through formative and summative measures.

***Student Teaching Coordinator 2007-2009***

- Observed and mentored elementary and secondary student teachers in urban school settings regarding both student needs and instructional practices.
- Provided feedback and evaluation on student teacher progress.
- Stimulated dialogue related to current challenges or areas of concern.
- Communicated student development and program requirements with Master Teachers.
- Assessed student understanding of learning theory and pedagogy as applied to diverse student populations.

***Teacher Education Recruitment Coordinator 1999-2000***

- Coordinated the recruitment and conversion of undergraduate and transfer students into the undergraduate program.
- Assisted in data collection efforts.
- Prepared varied management reports on recruitment activities and admissions.

UNIVERSITY OF CALIFORNIA EXTENSION, San Diego, CA

UNIVERSITY OF CALIFORNIA EXTENSION, Irvine, CA

***Consultant, GATE Certificate Courses 2004-2011***

- Provide research and information related to the characteristics and social and emotional needs of gifted students.
- Present strategies concerning how to effectively differentiate instruction for gifted learners.
- Support elementary and secondary teachers on how to meet the needs of gifted students in the classroom.

**K-12 EXPERIENCE**

LOS ANGELES UNIFIED SCHOOL DISTRICT, Los Angeles, CA

***Professional Expert, GATE Program August 2010-Present***

- Designed advanced salary point course on differentiation strategies for the gifted.
- Facilitate discussion regarding the needs of the gifted and appropriate curriculum and instruction.
- Provide information and related examples of various differentiation strategies.

NEWPORT-MESA UNIFIED SCHOOL DISTRICT, Costa Mesa, CA

***GATE Teacher on Special Assignment 2003-2008***

- Created program for in-house GATE Teacher Certification.
- Designed and taught certificate courses aligned with the CA GATE Standards.
- Provided individual support to elementary and middle school GATE teachers related to meeting the needs of a diverse student population.
- Initiated annual Independent Study Showcase for gifted elementary school students.
- Assisted in the district's GATE identification process.
- Communicated with parents and teachers concerning program identification, differentiated instruction and the social and emotional needs of the gifted.

***Elementary Teacher, 4<sup>th</sup>-5<sup>th</sup> Combination Class 2004-2006***

- Planned and employed standards-based lessons incorporating depth, complexity and higher-order thinking skills.
- Differentiated instruction based on student assessments.
- Utilized various models of teaching to enhance the process of learning.
- Promoted inter-disciplinary learning of subject matter.

***Master Teacher Spring, 2006***

- Reinforced learning from the USC Teacher Education Program.
- Provided a structured and productive learning environment.
- Supported student teacher progress by collaborating with lesson planning and providing constructive feedback related to observed instruction.
- Aligned classroom instruction with the requirements of the teacher education program.

***BTSA Support Provider 2003-2004***

- Mentored first year teachers regarding instructional practices and classroom management strategies.
- Discussed instructional strategies in relation to CA State Standards for the Teaching Profession.
- Collaborated on the series of events that comprised the California Formative Assessment and Support System for Teachers.

***GATE Pull-out Program Teacher, 4<sup>th</sup> thru 6<sup>th</sup> Grades 2000-2003***

- Developed and employed lessons incorporating acceleration, depth, complexity and novelty.
- Focused learning on the understanding and skills of a discipline and disciplinarian.
- Utilized various models of teaching to enhance the process of learning for a diverse student population.
- Assisted in district's GATE identification process.

**PRESENTATIONS**

**UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA**

***Presenter and Demonstration Teacher, Summer Institutes 2003-2011***

***Presenter and Demonstration Teacher, Jacob Javits Grant 2004-2007***

- Implemented differentiated lesson plans.
- Applied theory to practice when teaching students from urban school settings.
- Demonstrated models of teaching to participating administrators and educators.
- Prepared and presented workshops on various instructional strategies to meet the needs of the gifted learner.
- Assisted participating teachers with curriculum planning.

**CALIFORNIA ASSOCIATION FOR THE GIFTED, Sacramento, CA**

***Presenter and Demonstration Teacher, Summer Institutes 2002-2008***

- Implemented differentiated lesson plans.
- Applied theory to practice when teaching students from suburban school settings.
- Demonstrated models of teaching to participating administrators and educators.

- Prepared and presented workshops on various instructional strategies to meet the needs of the gifted learner.
- Assisted participating teachers with curriculum planning.

***Presenter at Annual State Conference 2003-Present***

- Present differentiation strategies for the gifted learner, including depth, complexity, independent study, think like a disciplinarian, universal concepts and models of teaching.

**ORANGE COUNTY COUNCIL FOR GIFTED AND TALENTED EDUCATION, Orange County, CA**

***Presenter at Annual Conference 2003-Present***

- Present differentiation strategies for the gifted learner, including depth, complexity, independent study, think like a disciplinarian, universal concepts and models of teaching.

**RIALTO UNIFIED SCHOOL DISTRICT, Rialto, CA**

***Presenter at Annual GATE Conference 2004-2007***

- Present differentiation strategies for the gifted learner, including depth, complexity and models of teaching.
- Engage secondary students in lessons on developing critical thinking processes.

**OCEAN VIEW UNIFIED SCHOOL DISTRICT, Huntington Beach, CA**

***Presenter at GATE Parent Education Night 2008-2009***

***Presenter at GATE Teacher Professional Development 2007-2010***

- Discuss characteristics and intellectual, social and emotional needs of gifted students.
- Present differentiation strategies for the gifted learner, including depth, complexity, independent study, think like a disciplinarian, universal concepts and models of teaching.

**HUNTINGTON BEACH UNIFIED SCHOOL DISTRICT, Huntington Beach, CA**

***Presenter at GATE Parent Education Night 2007***

- Discussed characteristics and intellectual, social and emotional needs of gifted students.

**CONCORDIA UNIVERSITY, Irvine, CA**

***Presenter for Teacher Education Program 2007-2008***

- Discussed characteristics and intellectual, social and emotional needs of gifted students.

**TEXAS STATE DEPARTMENT OF EDUCATION, Houston, TX**

***Presenter and Demonstration Teacher 2002-2005***

- Implemented differentiated lesson plans.
- Applied theory to practice while teaching students from urban school settings.
- Demonstrated models of teaching to participating administrators and educators.
- Prepared and presented workshops on various instructional strategies to meet the needs of the gifted learner.

## **PROFESSIONAL ORGANIZATIONS AND SERVICES**

- **CALIFORNIA ASSOCIATION FOR THE GIFTED**, Sacramento, CA  
Conference Publicity Chair, 2008-2009  
Orange County Educator Representative, 2006-2008
- **ORANGE COUNTY COUNCIL FOR GIFTED AND TALENTED EDUCATION**, Orange County, CA  
Conference Planning Committee, 2005-2007
- **ASSOCIATION FOR SUPERVISION AND CURRICULUM DEVELOPMENT**  
Member, 2007-2010
- **PHI KAPPA PHI HONOR SOCIETY**  
Member, 1999-Present
- **SUSAN G. KOMEN BREAST CANCER RESEARCH**  
Fundraiser, 1999-Present
- **LITTLE PEOPLE OF AMERICA**  
Member, 2008-Present

## **COMMUNITY SERVICE**

- AYSO Youth Girls Soccer Coach, 2007-2011

## **AWARDS**

- **CALIFORNIA ASSOCIATION FOR THE GIFTED**  
May Seago Scholarship Recipient, 2010
- **UNIVERSITY OF SOUTHERN CALIFORNIA**  
Dr. Bruce Walter Memorial Endowed Scholarship, 2009  
Dean's List, Fall '07 and Spring '08
- **UNIVERSITY OF CALIFORNIA AT IRVINE**  
Distinguished Instructor Award, 2006

**Fountain Valley School District  
BUSINESS SERVICES DIVISION  
DFS/11/12 - 699**

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

TO: Stephen McMahon, Assistant Superintendent, Business Services  
FROM: Dedra Norman, Director, Fiscal Services  
DATE: November 1, 2011  
SUBJECT: **APPROVE RESOLUTION 2012-10-TEMPORARY LOAN FROM FUND 40**

---

**BACKGROUND**

Due to the State deferment of State Apportionment, the District needs a temporary loan from Fund 40 to any fund that is negative in the amount of \$6,000,000 for cash flow purposes. Funds are to be repaid by close of fiscal year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve **RESOLUTION 2012-10**, the temporary transfer of funds from Fund 40.

cl



**RESOLUTION NO. 2012-10**  
**of the**  
**BOARD OF TRUSTEES**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFERS OF  
SPECIAL OR RESTRICTED FUND MONEYS**

WHEREAS, the governing board of any school may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the District for payment of obligations as authorized by Education Code Section 42603: and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Fountain Valley School District, in accordance with the provisions of Education Code Section 42603 adopts the following authorization for fiscal year 2011-12 to temporarily transfer funds between the following funds provided that all transfers are approved by the Assistant Superintendent, Business Services, or his designee:

General Fund  
Special Reserve/Capital Outlay Fund

PASSED AND ADOPTED this 17<sup>th</sup> day of November, 2011.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Board of Trustees  
Fountain Valley School District

FOUNTAIN VALLEY SCHOOL DISTRICT  
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs – Assistant Superintendent, Instruction

FROM: Abby Bickford, Director, Support Services - *AB*

SUBJECT: Parent Reimbursement per Settlement Agreement

DATE: November 3, 2011 – For November 17, 2011 Board Meeting

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BACKGROUND:

According to the Settlement Agreement signed on October 26, 2011 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services and tuition from the 2010-2011 Extended School Year through the end of the 2011-2012 school year not to exceed \$3,700.00. Attorney fees will be reimbursed and not to exceed \$4,500.00 as full and final settlement of all outstanding claims.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned agreement.

Reviewed and Recommended:

*Anne Silavs*

11/3/11

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Anne Silavs, Assistant Superintendent  
Curriculum & Instruction

Date

Approved:

---

Marc Ecker, Ph.D., Superintendent

Date

AB:ds

**FOUNTAIN VALLEY SCHOOL DISTRICT  
Personnel Division**

**MEMORANDUM**

To: Marc Ecker, Superintendent

From: Cathie Abdel, Executive Director, Personnel

Subject: AGREEMENT BETWEEN THE FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT

Date: November 8, 2011

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**BACKGROUND**

On Wednesday, September 21, 2011 the Fountain Valley Education Association and Fountain Valley School District reached a "Tentative Agreement" on all matters subject to collective bargaining for the contract year July 1, 2010 through June 30, 2011. On November 1, 2011 the Association notified the District that their members had ratified changes to the collective bargaining agreement.

With the Board's ratification, these language changes become part of the 2011-2012 Certificated Agreement. The agreement will be available on our website within 45 days.

**IMPACT**

The agreement does not provide a salary adjustment to the current salary schedule.

**LANGUAGE CHANGES**

**ARTICLE VII-WAGES**

Section K--SALARY ADVANCEMENT  
Section X--STIPENDS

**RECOMMENDATION**

It is recommend that the Board of Trustees approves the negotiated collective bargaining agreement.

Excerpt from Agreement Between the Fountain Valley Education Association and the Fountain Valley School District

**Article VII:**

**K. SALARY ADVANCEMENT**

Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. Bargaining unit members who serve in a paid status for at least 75% of the contractual work year shall be given credit advancement on the salary schedule.

**Shared contract Bargaining unit members shall be given credit advancement on the salary schedule according to the following:**

- **50% shared contract Bargaining unit member will advance every other year on the salary schedule.**
- **Less than 50% shared contract Bargaining unit member will advance every three (3) years on the salary schedule.**

**X. STIPENDS**

1. The following positions shall receive the established stipends listed below:

Activities Director	-	\$2000 total per school year/per school
BTSA/Induction Support Provider	-	\$1500 per beginning teacher serviced
Cheer Advisor	-	\$1000 per school year/per school
Coaches	-	\$250 total team per sport
ELAP Lead Teacher	-	\$1000 per school year
GATE Coordinator	-	\$500 total per school year/per school
Intern Peer Coach	-	\$500.00 per assignment
Site Prevention Coordinator	-	\$1000 per school year/per school
Technology Coordinator	-	\$750 total per school year/per school
TEST Coordinator	-	\$1,000 total per school year/per school <i>(\$250.00-STAR Test Coordinator and \$750.00 – Benchmark Coordinator)</i>
School Based Coordinator Programs/ SBCP Assistant	-	Hourly Stipend not to exceed \$2000 total per school year/per school
<b>ScienceWorks Coordinator</b>		<b>\$4000 total per school year</b>



# 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)

## MEMORANDUM

**TO:** Anne Silavs, Assistant Superintendent, Instruction

**FROM:** Abby Bickford, Director, Support Services

**SUBJECT:** California Healthy Kids Survey

**DATE:** November 3, 2011 – for November 17, 2011 Board Meeting

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### **BACKGROUND**

As part of our Tobacco Use Prevention Education Grant, Fountain Valley School District is required to participate in the California Healthy Kids Survey during this school year, 2011-2012. This comprehensive survey is sponsored by the California Department of Education. The California Healthy Kids Survey looks at all major areas of health related behavior; risks as well as resiliency. Participation in this study provides our district with data that can be used to improve health and prevention programs.

Participation in the California Healthy Kids Survey involves administering a survey to all of our fifth and seventh grade students. This occurs during a 50 minute class period. Active consent is obtained from each student's parent in order for the student to participate. The California Healthy Kids Survey provides the district with a full service support system providing information and support for implementing the survey and collecting and using the data.

The cost is 33 cents per student. The data is compiled and reports are given to the district free of cost. For this minimal expense, the benefits are many. The data will help Fountain Valley School District identify the overall level of health-risk behaviors among our youth, how these behaviors are interrelated and factors that influence these behaviors. Fountain Valley School District will be able to target future programs to the areas of greatest need.

This survey was conducted during the 2009-2010 school year, and the results were impressive. Fountain Valley School District achieved the 70% participation level necessary to participate. Results of the survey are available to the community at the survey's website [www.wested.org/chks](http://www.wested.org/chks). Fountain Valley School District has chosen previously to administer the basic, required portions of the California Healthy Kids Survey.

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the California Healthy Kids Survey for the 2011-2012 school year and authorize the Superintendent or designee to sign all documents.

srb

MEMORANDUM OF UNDERSTANDING · 2011–2012 SCHOOL YEAR

---

DISTRICT NAME: \_\_\_\_\_

This agreement outlines conditions to be met by the above named district and the Cal–SCHLS Regional Center as they relate to the administration of the CHKS. *The answer sheets will not be sent until a signed copy (or fax) of this Memorandum of Understanding (MOU) is received.*

DISTRICT AGREES TO THE FOLLOWING CONDITIONS:

**SURVEY ADMINISTRATION**

- » **Grades and Schools.** Survey grades 5, 7, 9 and 11 as appropriate within the district, as well as all continuation and community day school students, regardless of grade. This includes locally–funded charter schools that receive Safe and Drug Free Schools and Communities (SDFSC) or Tobacco Use Prevention Education (TUPE) funding through the district. Districts may stagger administration of the 5th grade and survey this grade at a different time than the middle/high schools.
- » Provide private schools that choose to receive SDFSC services from the district with the opportunity to participate in the survey.
- » **Parent Consent.** Use the active parental consent process with grades below seven, and either active or passive parental consent with grade seven and above (model consent forms will be provided).
- » Adopt a written school board policy for active and/or passive consent, and provide beginning of the year notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- » **Coordination.** Provide one, district–level contact person.
- » **Surveys.** Administer the Elementary survey to elementary students, and the Core Module for secondary students.
- » Use only the most recent, current version of the survey and the answer sheet. This is H14 & M14 for High School and Middle School, E14 for Elementary, and their bilingual counterparts. Elementary answer sheets are brown, and secondary answer sheets are green.
- » Use of incorrect version of the survey or answer sheet will result in a substantial delay and increased cost of report production. If students use a photocopy of an answer sheet or answer on the questionnaire, the district is responsible for transferring the data to an appropriate CHKS answer sheet.

**SAMPLING**

Larger districts may request that Cal–SCHLS staff develop a sampling plan; however, sampling is not required and

districts may choose to survey all students in the required grades, particularly if they would like school-level reports. Eligibility for sampling is based on the following criteria:

- » **Number of students.** If a district has 900 or fewer regular students enrolled per grade level, all students must be surveyed, regardless of the number of schools. (Note: this is total enrollment, not the number who consented to the survey.) If grade-level enrollment is more than 900, the district may choose to sample. Cal-SCHLS staff will randomly select classrooms across all schools to reach the target sample of 900. *However, we recommend that sampling be done only if the district has 1600 or more students per grade.* This is recommended as enrollments below 1600 tend to leave out just a few classes per school, which could lead to possible resentment on the part of teachers and/or inability to easily schedule a “grade-wide” survey day.
- » **Number of schools.** If a district has ten or fewer schools at a surveyed grade level, all schools must be surveyed. A random sample of schools can be selected for districts with more than ten schools with the grades involved AND more than 900 students per grade.

These are minimum requirements; districts can always survey more students, grade levels, and schools.

#### PAYMENT

- » Pay the 30 cents per student Basic Fee based on the approved sampling plan as outlined above.
- » CHKS will not refund money for unused answer sheets.
- » Postage and handling will be added to the total amount charged.
- » Additional fees apply for answer sheet rush orders.
- » The district must provide a purchase order or check prior to receipt of report.
- » *Note: Higher fees apply to any survey conducted in addition to the required, on-cycle, biennial surveys. Please see [chks.wested.org](http://chks.wested.org) for all fees.*

#### DATA SUBMISSION AND REPORT PREPARATION

*If the following conditions are not met, there will be a delay in data processing and report generation.*

- » Provide complete information on the transmittal envelopes.
- » Complete and return the Answer Sheet Return Checklist.
- » Submit completed answer sheets to your Regional Center by June 13, 2012.

#### RESPONSE RATES

In order for the CHKS data to be representative of the students in your district, minimally meet standards A through C and either standard D or E as listed below.

- A. 100% of all district schools participated, or 100% of all selected schools participated in an approved sampling plan.
- B. An appropriate class subject or class period was identified and used.

- C. 100% of selected classrooms participated.
- D. The number of completed, usable answer forms obtained per grade was 60% or more of the selected sample, or
- E. If active parental consent is used, 70% or more parents within each grade's selected sample returned signed permission forms, either consenting or not consenting to their child's participation.

If active consent is used and less than 60 percent of parents have not consented to their child's participation two days before the scheduled administration date, the survey should be postponed until either condition D or E can be met. *Note: If less than 25 students take the survey in a specific grade, the district may not be eligible for a report in that grade.*

#### CALIFORNIA SCHOOL CLIMATE SURVEY FOR STAFF

- » Conduct the online California School Climate Survey (CSCS) at each school participating in the district's CHKS. To facilitate planning and administration, this should be done around the same time the students are taking the CHKS.
- » The survey must be anonymous and should minimally be given to **all certificated staff working with grades five through twelve**, as well as by all staff involved in health, safety, and prevention. It may also be completed by other school staff at the district's discretion.
- » Staff participation is voluntary. Staff who do not wish to participate shall not be required to do so.
- » There are no additional fees for the basic administration of the CSCS. Additional fees will be charged for special requests (such as paper surveys) and custom work.

#### OTHER MISCELLANEOUS CONDITIONS

- » Read the *Guidebook for the California Healthy Kids Survey, Part I: Administration*, paying special attention to the section on active and passive consent procedures. In BOTH cases, specific tasks **MUST** be completed to insure that the rights of parents and pupils are protected.
- » Read the *Guidebook for the California Healthy Kids Survey, Part III: School Climate Survey for Teachers and Other Staff*.
- » Provide current student enrollment figures (or target sample if you are sampling) for all schools by grade level, and provide accurate staff counts by school.
- » Download the master copy of the survey and produce the number of questionnaires needed.
- » Provide survey proctors for each classroom.
- » Have all surveyors (teachers or proctors) sign the Assurance of Confidentiality Agreement and read the Introductory Script to students. These are provided in the Proctor Instructions. (available online)
- » Notify the County Office of Education of intent to administer the survey.
- » Send a copy of the district-level *Key Findings* report to the County Office of Education.
- » Contribute district's data to the aggregated CHKS dataset for statewide analysis.
- » Agree to keep confidential any information about an individual student's responses that might be inadvertently revealed from the printed report provided at the district or school level.



THE CAL-SCHLS REGIONAL CENTER AGREES TO THE FOLLOWING CONDITIONS:

#### FOR THE BASIC FEE

- » Ongoing technical assistance including phone consultation on module selection, sampling, and parent consent strategies.
- » Training at Cal-SCHLS Regional Offices or via the Internet on the administration of the CHKS and CSCS.
- » Master copy of elementary, middle & high school surveys (all modules), and access to the CSCS online system.
- » One *CHKS Guidebook* for the district coordinator and stand-alone instructions for school-level contacts, classroom teachers and proctors. Additional copies can be downloaded from the website.
- » Access to the CHKS Website and Announcements (Listserv).
- » Answer sheets, transmittal envelopes, and school-specific CSCS logins and passwords.
- » Scanning services.
- » District-level reports (Includes CHKS *Main Report* and *Key Findings* summary, and the results of the staff School Climate Survey).

#### FOR ADDITIONAL FEES, UPON REQUEST

- » School-level reports, if a district has surveyed enough students at their school.
- » School-level breakdowns for the CSCS, if enough staff took the survey.
- » Paper and electronic (pdf) copies of the reports.
- » Assistance in adding custom questions to your CHKS or CSCS.
- » Evaluation services and custom data analysis.
- » On-site training for your district or schools.
- » Raw datasets, pending a Memorandum of Understanding specific to data release.
- » Other services by request.

#### CONFIDENTIALITY AGREEMENT

CDE requires local CHKS results be publicly reported in compliance with the No Child Left Behind Act of 2001 (NCLB). District data on the California state-identified Performance Indicators will be available through the California Department of Education's (CDE) Coordinated School Health & Safety Office Annual Reports. District *Key Findings* will be posted on the CHKS website. In addition, under the Public Records Act, any outside agency (for example, the media) can request already-produced district or school reports from CDE. Raw data will be provided to public and research agencies for analyses only under conditions of strict confidentiality in compliance with state and federal regulations.

By signing this document the LEA and Cal-SCHLS Regional Center Staff signify that each party understands and will comply with the conditions stated above.

---

**LEA Representative:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHKS Contact Person (*if different from above*)

\_\_\_\_\_  
Contact person telephone

\_\_\_\_\_  
Contact person email

<p><b>Cal-SCHLS Regional Center Staff:</b></p> <p>_____ Signature</p> <p>_____ Printed name</p> <p>_____ Date</p> <p><i>For office use only</i></p>
---

Southern Region  
Office: LA  
WestEd  
Fax 562.799.5151

Northern Coast/Bay Area Region  
Office: Oakland  
WestEd  
Fax 510.302.4354

North Central Region  
Office: Chico  
Duerr Evaluation  
Fax 530.893.0409

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**

**CONFIDENTIAL MEMO**

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: October 26, 2011  
Subject: **Non-Public Agency Contract Addendums**

Board Meeting Date: November 17, 2011

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
269621-1550	Cornerstone Therapies	500.00	2011-07-01 to 2012-06-30

Approved by the FVSD Board of Trustees  
November 17, 2011

---

Marc Ecker, Ph.D.  
Superintendent

**ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES  
INDIVIDUAL SERVICE CONTRACT**

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 17th of November, 2011 between the Fountain Valley School District, County of Orange and Cornerstone Therapies for  
 (Local Education Agency) (Nonpublic School or Agency)  
269621-1550 born on \_\_\_\_\_, who is a resident of Fountain Valley School District of  
 (Name of Student) (Date of Birth) (Local Education Agency)  
 Orange County.

**ORIGINAL CONTRACT - 2011-07-01 to 2012-06-30**

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
1. Physical Therapy - Clinic ( 1@60min/wk )	NPA	60 Minutes	85.00	40.00	3,400.00
2. Physical Therapy - Consultation ( 2@30min/yr )	NPA	60 Minutes	100.00	1.00	100.00
<b>TOTAL ORIGINAL CONTRACT COST</b>					<b>3,500.00</b>

**ADDENDUM CONTRACT - 2011-07-01 to 2012-06-30**

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
3. Physical Therapy - Clinic ( remove 1@60min/wk )	NPA	60 Minutes	85.00	-40.00	-3,400.00
4. Physical Therapy - Consultation ( remove 2@30min/yr )	NPA	60 Minutes	100.00	-1.00	-100.00
5. Physical Therapy - School ( 1@60min/wk )	NPA	60 Minutes	100.00	40.00	4,000.00
<b>TOTAL ADDENDUM CONTRACT COST</b>					<b>500.00</b>

**AMENDED CONTRACT**

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
1. Physical Therapy - Clinic ( 1@60min/wk )	NPA	60 Minutes	85.00	40.00	3,400.00
2. Physical Therapy - Consultation ( 2@30min/yr )	NPA	60 Minutes	100.00	1.00	100.00
3. Physical Therapy - Clinic ( remove 1@60min/wk )	NPA	60 Minutes	85.00	-40.00	-3,400.00
4. Physical Therapy - Consultation ( remove 2@30min/yr )	NPA	60 Minutes	100.00	-1.00	-100.00
5. Physical Therapy - School ( 1@60min/wk )	NPA	60 Minutes	100.00	40.00	4,000.00
<b>TOTAL AMENDED CONTRACT COST</b>					<b>4,000.00</b>

This AMENDED Service shall begin on 2011-07-01 and shall terminate at 5:00 p.m. on 2012-06-30 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
 (Name of Nonpublic School/Agency)

Fountain Valley School District  
 (Name of School District)

\_\_\_\_\_  
 (Contracting Officer's Signature) Date

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Type Name and Title)

Marc Ecker, Ph.D.  
 (Type Name of Superintendent) Date

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**

**CONFIDENTIAL MEMO**

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: October 26, 2011  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: November 17, 2011

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
424423-1806	Children's Learning Connection, Inc.	2,034.00	October 18, 2011 to June 30, 2012

Approved by the FVSD Board of Trustees  
November 17, 2011

---

Marc Ecker, Ph.D.  
Superintendent

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 10-26-11 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Children's Learning Connection, Inc.

Pupil Name: 424423-1806 DOB \_\_\_\_\_

\_\_\_\_\_  
Last, First Middle :

Address: \_\_\_\_\_

\_\_\_\_\_  
Street City Zip

Residential Setting (Indicate Home, Foster, JCS or LCI): Home

If LCI, indicate number:

**CONTRACT TERMS:**

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

**A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):**

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

**B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Occupational Therapy - Consultation	NPA	60.00 Minutes	113.00	18.00	2,034.00
2x60min/mo					

Maximum Total Related Services Costs (B) 2,034.00

Maximum Total Basic Education and Related Services Costs (A + B) \_\_\_\_\_

Maximum Per Diem for Basic Education \_\_\_\_\_



**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2011-12**

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**DISTRICT MASTER CONTRACT  
GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC AGENCY SERVICES  
2011-12**

THIS MASTER CONTRACT is made and entered into this 17th day of November, 2011, between Fountain Valley School District, County of Orange hereinafter referred to as the "LEA" and Children's Learning Connection, Inc., hereafter referred to as "CONTRACTOR" for the purpose of providing special education and /or related services to individuals with exceptional needs under the authorization of California Education Code § 56157, and §§ 56365-56366.7. It is understood that this Master Contract does not commit LEA to payment for special education and related services provided to any individual unless, and until, an Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services is executed between LEA and CONTRACTOR on behalf of such individual, or interim telephone approval followed by written approval is given to the CONTRACTOR by a representative of LEA.

WITNESSETH:

Whereas, LEA has determined that the need for such services exists;

Whereas, CONTRACTOR is a nonpublic nonsectarian agency holding all required certificates and licenses;  
and

Whereas, that CONTRACTOR is capable of and willing to provide such services.

A current copy of California Department of Education ("CDE") certification is attached. If certification is revoked during Master Contract period, LEA must be notified by CONTRACTOR in writing within five (5) business days. If certification expires during Master Contract period, CONTRACTOR must provide an updated copy or a copy of a waiver of such certification issued by the CDE. This Master Contract will be null and void if such certification or waiver is expired and not renewed or waived, or if such certification is revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

In consideration of mutual promises contained herein, it is mutually agreed between the parties as follows:

**I. GENERAL PROVISIONS**

**1. INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

- a. An Individual Services Agreement ("ISA") for Nonpublic, Nonsectarian Agency ("NPA") Services shall be part of this Master Contract, which CONTRACTOR will be required to execute with LEA with respect to each pupil for whom CONTRACTOR is to provide special education and/or designated instruction and services. The LEA is responsible for completing each pupil's Individual Services Agreement, which shall identify the provider of each service required by the pupil's IEP/IFSP (CCR 3062(e)). Individual Services Agreements shall only be issued for those pupils enrolled in the NPA with the approval of the LEA. CONTRACTOR is responsible for providing those services, which it has agreed to provide for each individual pupil in that pupil's

ISA, unless mutually agreed upon otherwise in writing. Individual Services Agreements are null and void upon termination of the Master Contract.

- b. The Individual Services Agreement may be terminated by the LEA or the CONTRACTOR for cause, as set forth in Education Code section 56366(a)(4), with twenty (20) days written notice. The ISA may be terminated without advance notice if both parties agree to do so in writing.
- c. LEA shall not terminate ISA for NPA Services because of the availability of a public school program initiated during the course of this Master Contract, unless the parent agrees to the transfer of a pupil to a public school program during an IEP/IFSP meeting to which CONTRACTOR will normally be invited, or pursuant to an order from OAH and/or an order rendered by a court of competent jurisdiction.
- d. Continued enrollment and provision of a free appropriate public education ("FAPE") to a pupil currently receiving services from NPA shall not be terminated when stay put is in effect as ordered by OAH under Education Code § 56505.

## **2. TERM**

This Master Contract is effective on July 1, 2011 and terminates at 5 p.m. on June 30, 2012 (Title 5 CCR section 3062(a)), unless terminated at an earlier date as provided therein.

## **3. MODIFICATIONS AND AMENDMENTS**

This Master Contract may be modified or amended by a written document, which complies with legal mandates, executed by CONTRACTOR and LEA. The CONTRACTOR agrees to apply the same rate for the entire school (fiscal) year, unless mutually agreed otherwise in writing by the LEA and CONTRACTOR. Changes in the administrative or financial provisions of this Master Contract, which does not alter the educational services or placement, may be made at any time during the term of this Master Contract, as mutually agreed in writing by CONTRACTOR and LEA.

## **4. COMPLIANCE WITH LAWS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, CDE, and other local statutes, laws, ordinances, and regulations relating to the required provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavior interventions. The CONTRACTOR shall also fully cooperate with any due process proceedings or complaint investigations.

## **5. DEFINITIONS AND ACRONYMS**

The following acronyms are used for the purpose of this Master Contract:

- CDE (California Department of Education)
- CDOJ (California Department of Justice)
- COTA (Certified Occupational Therapy Assistant)

- DIS (Designated Instruction and Services)
- FAPE (Free Appropriate Public Education)
- FERPA (Family Educational Rights and Privacy Act of 1974)
- IEP (Individualized Education Program, also means “individualized family service plan” when IEP pertains to individuals with exceptional needs younger than three years of age)
- IFSP (Individualized Family Service Plan)
- ISA (Individual Services Agreement)
- ITP (Individual Transition Plan)
- IMMEDIATE (within one school day)
- LEA (Local Education Agency)
- MASTER CONTRACT (previously known as Agreement)
- NOTIFICATION (within fourteen (14) calendar days, unless otherwise specified)
- NPA (Nonpublic Agency)
- OAH (California Office of Administrative Hearings)
- PARENT (means the natural parent, adoptive parent, surrogate parent, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction or otherwise provided by law)
- RELATED SERVICES also known as Designated Instruction and Services
- SELPA (Special Education Local Plan Area)
- SLPA (Speech Language Pathology Assistant)

6. **NO DISCRIMINATION**

CONTRACTOR shall not discriminate based on race, religion, sex, national origin, age, sexual orientation or handicap in employment or operation of its programs.

7. **GOVERNING LAW**

The terms and conditions of this Master Contract shall be governed by the laws of the State of California with venue in Orange County, California.

II. **ADMINISTRATION OF MASTER CONTRACT**

8. **NOTICES**

All notices involving: 1) revocation or renewal of CONTRACTOR’s certification, 2) Master Contract disputes, 3) changes of LEA pupil’s residence outside of current LEA attendance area, 4) termination of ISA, 5) termination of Master Contract, 6) notification of cancellation or material change in CONTRACTOR’s or LEA’s insurance coverage, 7) LEA’s reasonable objections to a subcontractor’s liability insurance policy, and CONTRACTOR’s notice of subcontract are required to be given to the LEA and/or CONTRACTOR in writing and shall be delivered in person, by certified/registered mail, or by other delivery service. Notices to LEA shall be addressed to: (insert district representative’s name, title and address) **Patrick J Middleton, Fiscal and MIS Manager, 5832 Bolsa Avenue, Huntington Beach, CA 92649** Notices to CONTRACTOR shall be addressed to: (insert CONTRACTOR’s representative’s name, title and address)\_\_\_\_\_.

The effective date of the notice shall be the date shown on return receipt received by addressee, or if delivered by hand, the date received by addressee or addressee’s agent. All other notices shall be given in the manner determined by the party giving notice, or as specified in a specific section of this Master Contract.

## **9. MASTER CONTRACT DISPUTES**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Master Contract, or otherwise relating to this Master Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Master Contract. This provision in this section of the Master Contract, shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Master Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Master Contract. For purposes of this section of the Master Contract, the term "injury" shall include monetary and/or non-monetary injuries.

Step One: The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's Director of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's Special Education Director or other LEA employee known or reasonably believed to be responsible for LEA's special education program, of the existence of a disagreement or dispute and attempt to resolve the matter informally.

Step Two: If the dispute or disagreement is not resolved at Step One, the party claiming injury as a result of the facts underlying the dispute or disagreement shall notify the Director of the SELPA of which the LEA is a member and request that the SELPA Director participate in attempting to resolve the matter informally.

Step Three: If the dispute or disagreement is not resolved at Step Two, the party claiming injury, if it wishes to pursue resolution of the dispute or disagreement, shall notify the other party in writing that it wishes to proceed to Step Three. The notice shall include: (a) a written statement of applicable facts supporting its position; (b) all applicable documents; (c) a proposed remedy to resolve the dispute; (d) the time and date during the regular or extended school year at which a Step Three meeting will be held, which date shall be no less than fifteen and no more than forty-five days after the date of the notice; (e) a location in Orange County, at which the Step Three meeting will be held; (f) a statement that the LEA shall invite a representative from a SELPA different from the SELPA that LEA belongs to and CONTRACTOR shall invite a representative from a different nonpublic school, to attend the Step Three meeting. The date, time or location of the meeting may be changed by written agreement of the parties, including to a date earlier than fifteen days or later than forty-five days after the date of the notice.

At the Step Three meeting, LEA and CONTRACTOR shall be given the opportunity to present all applicable facts and documents to the invited representatives, who will be asked to provide a suggested resolution of the dispute or disagreement, that is both equitable and consistent with applicable law and which may include a recommendation for one or more additional meetings, at which the representatives will attempt to mediate a resolution to the dispute or disagreement.

Step Four: If the dispute or disagreement is not resolved at Step Three, the party claiming injury may seek legal and /or equitable redress in a court of competent jurisdiction, or if mutually agreed to in writing by the parties, may submit the matter to binding arbitration by an arbitrator or arbitration service to be agreed to by the parties. The parties agree that this Master Contract

provision on Master Contract Disputes does not alter the parties' right to bring any action in accordance with the applicable statute of limitations under state or federal law.

**10. SUBCONTRACTS AND ASSIGNMENTS**

- a. CONTRACTOR shall provide at least five (5) days written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).
- b. Subcontracts for the provision of special education and/or related services pursuant to this Master Contract shall be entered into only with NPS/NPAs certified by CDE, except for an individual providing speech and language therapy, or psychological or educational assessment, who has a current license issued by the applicable licensing authority for those service providers.
- c. CONTRACTOR agrees that any subcontractor providing educational instruction or services, including transportation, shall keep in effect an appropriate policy of liability insurance, which CONTRACTOR shall provide to LEA, and LEA shall notify CONTRACTOR of any reasonable objections to the subcontractor's liability insurance policy within ten (10) days of receipt. CONTRACTOR agrees that subcontractor providing transportation shall keep in effect a liability insurance policy providing at least \$1,000,000 coverage, unless mutually agreed otherwise in writing by CONTRACTOR and LEA. CONTRACTOR shall ensure that such subcontractor shall require the subcontractor's insurance provider to send written notice of cancellation to LEA at least twenty (20) days prior to cancellation or material change in coverage. Proof of insurance shall be provided to LEA prior to the beginning of transportation services by a subcontractor, and upon renewal of coverage thereafter. Transportation subcontractors shall submit copies of insurance policies upon request of LEA; otherwise, certificates of insurance may be acceptable proof, if the information thereon is adequate and verifiable.

**11. INDEPENDENT CONTRACTOR STATUS**

This Master Contract is by and between two independent entities, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

**12. CONFLICTS OF INTEREST**

CONTRACTOR agrees to furnish to LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with LEA that constitutes or gives the appearance of a conflict of interest.

**13. TERMINATION**

This Master Contract may be terminated by LEA or CONTRACTOR at any time, through the procedures specified herein. To terminate the Master Contract either party shall give twenty (20) calendar days (pursuant to EC 56366(a) (4)) written notice prior to the date of the termination. Upon

termination, CONTRACTOR shall make payment demand, and LEA shall make payment consistent with the payment provisions in this Master Contract. Expenses shall be itemized for review and approval by LEA. CONTRACTOR shall turn over to LEA all records pertaining to LEA pupils possessed by CONTRACTOR or under its control at the time of termination.

**14. INDEMNIFICATION**

CONTRACTOR shall defend, hold harmless, and indemnify LEA, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classrooms, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the CONTRACTOR, its employees, agents, subcontractors, independent contractors, consultants or other representatives.

LEA shall defend, hold harmless and indemnify CONTRACTOR and its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of temporary classroom, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder that arise out of result from, in whole or in part, the negligent, wrongful or willful acts or omissions of LEA, its employees, agents, subcontractors, independent contractor, consultants, or other representatives.

The CONTRACTOR shall have no obligation to indemnify, defend, or hold harmless the LEA, its Board, officers, employees, agents, independent contractors, consultants, and other representatives for their sole negligence or willful misconduct; and the LEA shall have no obligation to indemnify, defend, or hold harmless the CONTRACTOR, its Board, officers, employees, agents, independent contractors, consultants and other representatives for their sole negligence or willful misconduct.

This indemnity shall survive the termination of this Master Contract and/or final payment hereunder, and is in addition to any other rights or remedies that the CONTRACTOR or LEA may have under law and/or this Master Contract.

**15. INSURANCE**

During the entire term of this Master Contract, CONTRACTOR shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services(s) by CONTRACTOR, of at least \$1,000,000 combined single limit for all damages arising from each accident or occurrence. Not later than the effective date of this Master Contract, CONTRACTOR shall provide LEA with satisfactory evidence of insurance, naming LEA as additional insured, only as to matters arising out of this Master Contract for which CONTRACTOR has an obligation to indemnify the LEA, under the Indemnification Section 14, including a provision for a twenty (20) calendar day written notice to LEA before cancellation or material change, evidencing the above-specified coverage. The CONTRACTOR shall at its own cost and expense, procure and maintain insurance under the worker's compensation laws of the state of California.

If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations. If LEA or CONTRACTOR determines that a change in insurance coverage is necessary, either LEA or CONTRACTOR may reopen negotiations to modify the terms of this Master Contract's insurance obligations.

LEA warrants that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers persons acting on its behalf or under its control, that its self-insurance covers LEA's indemnification obligations to CONTRACTOR under this Master Contract, and that LEA agrees to provide coverage to CONTRACTOR pursuant to this self-insurance in the event the indemnification obligations of Section 14 of this Master Contract are triggered. The LEA further warrants that it shall notify the CONTRACTOR pursuant to Section 8 of this Master Contract, or any material insurance coverage changes at least twenty (20) days prior to the change.

**16. CHANGE OF RESIDENCE**

CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of a change in their pupil's residence. CONTRACTOR shall notify LEA in writing of a pupil's and/or parent's change of residence within three (3) school days after CONTRACTOR becomes aware of said change.

If the pupil's new residence is located within an area outside of LEA's service boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the pupil's change of residence if CONTRACTOR had knowledge of the pupil's change of residence.

CONTRACTOR shall notify LEA immediately when the CONTRACTOR becomes aware of an emergency change of placement (e.g., hospitalization, juvenile hall, etc.).

**17. FACILITIES MODIFICATION**

CONTRACTOR shall be responsible for any structural changes and/or facilities modifications required by state and/or federal law.

**18. RENEWAL**

Neither CONTRACTOR nor LEA is required to renew this Master Contract in subsequent years.

**19. ENTIRE AGREEMENT**

This Master Contract and any exhibits or attachments hereto constitute the entire Master Contract between LEA and CONTRACTOR, and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated. This Master Contract binds the successors, and assignees, of CONTRACTOR.

**20. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.



**21. AUTHORIZED REPRESENTATIVE**

Authorization to enter into this agreement on behalf of the LEA is provided by the governing board of the LEA. \_

**III. EDUCATIONAL PROGRAMS**

**22. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

Parents shall not be charged for any IEP/IFSP mandated educational activities and/or related services provided to their pupil. CONTRACTOR shall not require parents to pay any fees for services required in this Master Contract as a condition of enrollment and/or participation in school related activities necessary for the provision of FAPE.

CONTRACTOR shall provide to LEA pupils special education and/or related services within the NPA, which are consistent with each pupil's IEP/IFSP, and as specified that CONTRACTOR is to provide in each pupil's ISA. This includes development of appropriate goals and objectives for the pupil's IEP/IFSP, periodic progress reports, and participation in IEP/IFSP meetings.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of the standard and usual supplies, equipment, and facilities it normally provides as part of its general program for the type of pupil population served. No charge of any kind to parents shall be made by CONTRACTOR for special education and/or related services specified on the pupil's IEP/IFSP, including screening or interviews which occur prior to or as a condition of the pupil's enrollment under the terms of this Master Contract, except as specified in writing signed by all relevant parties and attached to the pupil's ISA. This provision does not apply to voluntary activities unnecessary to provide the pupil with a free appropriate public education conducted after written notification to parents as to the cost and the voluntary nature of the activity. Unless the activity takes place during a school vacation or holiday, pupils not participating in such activities shall continue to receive special education and/or related services as set forth in their IEPs.

If an individual pupil's IEP/IFSP requires specialized equipment and/or supplies beyond that normally provided by CONTRACTOR as part of its general program for the type of pupil population served, the specialized equipment and/or supplies, shall be provided by the LEA unless otherwise specified in the ISA. If the pupil is eligible for low incidence funding of equipment and/or supplies, the LEA shall provide the low incidence equipment and/or supplies identified in a pupil's IEP/IFSP, unless the CONTRACTOR specifically agrees in the ISA to provide them. Supplies and/or equipment purchased and/or provided by the LEA remain the property of the LEA, and supplies and/or equipment provided and/or purchased by CONTRACTOR remain the property of CONTRACTOR, if not specifically reimbursed by the LEA for that particular supply or equipment.

**23. TRANSPORTATION**

LEA shall provide transportation services to and from the NPA CONTRACTOR via agreements between the parents and LEA, unless the CONTRACTOR provides the related services at the approved public or non-public agency site. CONTRACTOR may agree in the applicable ISA to provide transportation services at the rates identified in the Rate Schedule Section 51 of this Master Contract.

**24. COPY OF IEP/IFSP AND PROGRAM OF INSTRUCTION**

Upon referral of a pupil to CONTRACTOR, the LEA shall provide CONTRACTOR with a copy of that pupil's current IEP/IFSP, as well as available assessment information, and facilitate, if requested, an observation of the pupil. CONTRACTOR retains the right to decline enrollment of any pupil. CONTRACTOR shall notify the LEA of its decision to decline enrollment or the effective date of the enrollment of the pupil within two (2) days of the decision to decline enrollment or to accept enrollment of the pupil.

CONTRACTOR will provide LEA pupils a program of instruction that is consistent with each pupil's IEP/IFSP as specified in the ISA for NPA Services. Changes in the educational services or placement provided under this Master Contract may only be made based on revisions to the pupil's Individualized Education Program ("IEP"), mediated agreement, an order from California Office of Administrative Hearings ("OAH") and/or an order rendered by a court of competent jurisdiction. At any time during the term of this Master Contract, the parent, CONTRACTOR or LEA may request a review of the pupil's IEP/IFSP, subject to all procedural safeguards required by state and federal law. CONTRACTOR shall ensure that Individual Transition Plans ("ITPs") are completed for all pupils during the IEP year that the pupils attain the age of 16 and each year subsequent. CONTRACTOR agrees to use Special Education Local Plan Area ("SELPA") IEP/IFSP, ITP forms and SELPA service logs, if such documents are available.

**25. SERVICE/PROGRAM MONITORING**

CONTRACTOR shall allow periodic monitoring of each pupil's instructional program by LEA. CONTRACTOR shall be invited to participate in the review of the pupil's progress by LEA. Representatives of LEA shall have reasonable access to observe the pupil at work, to observe the instructional settings, to interview CONTRACTOR, and to review the pupil's progress, service logs and related documentation, including any behavioral intervention plan.

LEA representatives will normally provide notice prior to monitoring visits, but LEA reserves the right to make unannounced monitoring visits. LEA representatives making site visits shall initially report to CONTRACTOR's site administrative office and present appropriate identification and proof of LEA employment.

**26. REASONABLE VISITATION**

CONTRACTOR will provide for reasonable parental visits to all CONTRACTOR facilities including, but not limited to, the instructional setting attended by the pupil, school and recreational activity areas, and if applicable, pupil's living quarters. CONTRACTOR shall make reasonable efforts to comply with any known court orders regarding parental visits and access to LEA pupils. If CONTRACTOR is aware that a violation of a known court order occurred at its site, CONTRACTOR will notify the pupil's parent, but shall not be obligated to notify the parent that is in violation of the court order.

CONTRACTOR's operating program with residential components shall cooperate with parents' reasonable requests for pupil visits in their home during, but not limited to, holidays and weekends. If CONTRACTOR has knowledge that permission is required for parental visits, CONTRACTOR shall require the parent(s) to provide written authorization from the designated individual or agency authorized to grant permission for the parental visit.

**27. WITHDRAWAL BY PARENT**

CONTRACTOR shall immediately report by telephone to LEA if a pupil is withdrawn by the parent from CONTRACTOR-provided services. CONTRACTOR shall confirm said telephone call in writing within three (3) school days.

**28. MEDICATIONS**

CONTRACTOR assures LEA that medications are not to be distributed as part of any NPA services unless specified in the IEP/IFSP and ISA and only when there is a written statement from the physician detailing the type, administration, method, amount, and time schedule of how the medication is dispensed. CONTRACTOR shall also assure LEA that there is a written statement from the parent giving the NPA permission to dispense prescribed medication to the pupil. CONTRACTOR shall keep a written log delineating date, time, amount, medication and name of employee dispensing medication to pupil. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**29. ACCIDENT/INCIDENT REPORT**

CONTRACTOR agrees to submit a written accident report to LEA within five (5) school days of an incident where a pupil has suffered an injury requiring medical attention or resulting from physical restraint, injured another individual, is named as a suspected perpetrator or victim in an official sexual harassment complaint, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

**30. PUPIL RECORDS**

CONTRACTOR agrees to keep a current listing of names and positions of employees who have access to confidential records. All pupil records shall be kept in a secure location preventing access by unauthorized individuals. CONTRACTOR will maintain an access log delineating date, time, agency, and identity of the individual for any authorized person accessing pupil records who is not in the direct employ of the CONTRACTOR. Subcontractors shall not be considered in the direct employ of the CONTRACTOR for the purposes of accessing pupil records. Nevertheless, pursuant to Education Code 49076(b)(6), CONTRACTOR may provide subcontractors access to pupil records when the subcontractor provides services within CONTRACTOR's educational institution and has a legitimate interest in the information contained in the pupil records. CONTRACTOR also agrees to comply with the parental right to request copies of records and the parental right to inspect a pupil's file as defined in the federal law under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the California Education Code § 49000 et seq. and § 56000 et seq.

**31. PROGRESS REPORTS**

Progress reports relating to goals and objectives in a pupil's IEP/IFSP and other data required for review shall be sent by CONTRACTOR to the Director of Special Education of the LEA and to parents per the pupil's IEP/IFSP schedule for progress reporting, at no charge to the LEA. Upon request, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP/IFSP review by LEA's IEP/IFSP team or when pupil's enrollment is terminated.

**32. FORWARDING OF RECORDS**

CONTRACTOR agrees, in the event of agency closure, to forward LEA pupil records within seven (7) days to LEA. These shall include, but not be limited to, current transcripts, IEP/IFSPs, and reports.

In the event of a parent request for records, the CONTRACTOR shall copy and forward to the LEA all records pursuant to the records request within three (3) days of the written request by the LEA. The CONTRACTOR may bill for copies at the same rate charged the parents of the pupil.

**33. IEP/IFSP MEETINGS**

The CONTRACTOR is responsible for ensuring the attendance of CONTRACTOR'S personnel appropriate to represent the related services provider attending required IEP/IFSP meetings. These meetings will be held at the LEA, unless otherwise approved by the LEA. Every effort shall be made to schedule the IEP/IFSP meetings at a time that is mutually convenient to parents, CONTRACTOR's staff and LEA's staff. CONTRACTOR's attendance at LEA pupil IEP/IFSP meetings, including travel time is part of CONTRACTOR's professional responsibilities and obligations under this Master Contract. The CONTRACTOR shall ensure private and confidential communication between the pupil and members of the pupil's IEP team, at the pupil's discretion.

If CONTRACTOR administers any testing of pupils in conjunction with pupils' IEP/IFSP the CONTRACTOR shall furnish copies of reports and protocols at no charge to the LEA, said copies shall be provided to the LEA at least five (5) days before the pupil's IEP/IFSP meeting. CONTRACTOR will send post-tested goals as well as proposed new goals to LEA and NPS office at least five (5) days prior to the IEP/IFSP meeting. In the event the CONTRACTOR receives notice of the IEP/IFSP fewer than eight (8) days before the meeting, the CONTRACTOR shall provide the documents within three (3) days of receiving the notice.

**34. RELATED SERVICES**

Unless otherwise specified in the LEA pupil's IEP/IFSP and/or ISA or in another written agreement, CONTRACTOR shall provide related services to LEA pupils on only those days that the LEA pupil's school of attendance is in session and the LEA pupil is scheduled to attend school. When a pupil misses a related service session due to staff absence, or any other staff-related reason (i.e. illness), the make up session shall be provided within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make up session and invoice accordingly as a make up session. Make up sessions provided after 30 calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled related service session due to illness or absence, or is absent from school on the day of scheduled related service session, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session.

When related services are provided by a speech language pathology assistant (SLPA) or certified occupational therapy assistant (COTA), CONTRACTOR shall bill such services at rates consistent with those provided by assistants and as set forth in Section 50 of the Master Contract. In the event related services have not been previously provided by a SLPA or COTA, unless the specific services are specified in the LEA pupil's IEP/IFSP, such services shall not be initiated until after the LEA has received reasonable written notice and an opportunity to consult with CONTRACTOR.

**35. DUE PROCESS AND COMPLAINTS**

CONTRACTOR shall fully participate in due process proceedings before OAH including mediations and hearings, at no additional cost, as requested by LEA. Participation includes but is not limited to producing documents regarding pupil, involvement with legal counsel for the LEA in preparation for the due process hearing and testifying at due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency.

LEA shall inform parent(s) of their due process rights upon: 1) each notification of an IEP/IFSP meeting; 2) reevaluation of their child; 3) registration of a complaint or a request for a due process hearing; and 4) the commencement of an expulsion proceeding. Upon request by LEA, CONTRACTOR will assist the LEA in meeting its due process notification obligations set forth in this section of this Master Contract.

**36. HEALTH AND SAFETY**

CONTRACTOR shall require that all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils (California Health & Safety Code §§ 121525 & 121545), provide verification of having been tested for tuberculosis and that the individual is free of tuberculosis, as evidenced by a state licensed medical doctor's signature. CONTRACTOR shall keep a copy of said information in the employee or volunteer file.

CONTRACTOR agrees to notify all regular and substitute employees, subcontractors, volunteers, and other individuals who may come into contact with a pupil on school grounds, except those whose functions do not necessitate frequent or prolonged contact with pupils, about universal health care precautions regarding infection control measures related to blood or bodily fluids when providing medical treatment or assistance to a pupil. CONTRACTOR further agrees to provide training regarding universal health care precautions as required by law, and to post required notices in areas designated in the California Health and Safety Code.

**37. BEHAVIOR MANAGEMENT/BEHAVIOR INTERVENTION AGENCIES**

If CONTRACTOR is certified to provide Behavior Intervention, CONTRACTOR shall provide a written description of the NPA's behavior management system and incident reporting procedures. CONTRACTOR shall designate one or more individuals employed, contracted and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager" as that term is defined in Title 5 of California Code of Regulations § 3001(f). CONTRACTOR shall ensure that all staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. The CONTRACTOR is responsible for adhering to the general positive behavioral interventions and SELPA training procedures set forth in California Education Code §§ 56520-56524 and California Code of Regulations Title 5, §§ 3001 and 3052. This includes data collection for behavioral issues, conducting Functional Behavior Assessment or Functional Analysis Assessment, and formulating Positive Behavior Intervention Plans.

**38. PUPIL RETURN TO DISTRICT**

When an IEP/IFSP team has determined that a pupil should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP/IFSP team's recommended activities to support the transition of LEA pupils from the special education program. These provisions shall also apply to mediated agreements and OAH decisions.

**39. SURROGATE PARENTS**

CONTRACTOR agrees to notify the LEA and the LEA's SELPA within seven (7) school days when the CONTRACTOR becomes aware of the need for the appointment of a surrogate parent for a LEA pupil enrolled in CONTRACTOR's educational program. A surrogate parent is necessary when the parent of the pupil cannot be identified or located, the court has limited the parents' education rights to represent his/her child and/or the child is a dependent or ward of the court and the court has limited the parents' education rights and the court has no court-appointed responsible adult. CONTRACTOR agrees that the SELPA and authorized representatives will select, appoint and train said surrogate. A surrogate parent must have no interests that conflict with the interests of the child, have knowledge and skills that ensure adequate representation of the child, and may not be an employee of a public or private agency involved in the education and/or care of the child. The surrogate parent will sign an affidavit stating that no such conflict of interest exists and this affidavit will be kept on file by the SELPA.

**IV. PERSONNEL**

**40. FINGERPRINT CLEARANCE**

CONTRACTOR shall require each applicant for employment, and any subcontractor or volunteer in a position requiring contact with minor pupils to submit fingerprints consistent with California Education Code §§ 33192, 35021.1, 35021.2 and 44237. CONTRACTOR shall comply with the requirements of Education Code § 45125.1 including, but not limited to: obtaining California Department of Justice ("CDOJ") clearance for CONTRACTOR's employees; prohibiting its employees from coming in contact with pupils until CDOJ clearance is ascertained; and certifying in writing and proving such certification to the LEA that none of its employees who may come in contact with pupils have been convicted of or pleaded nolo contendere to a felony, unless that individual's employment is authorized under the California Education Code. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44011, or to a felony that would disqualify that person from employment pursuant to Education Code § 44237.

**41. CREDENTIALS AND LICENSES**

- a. CONTRACTOR shall provide appropriately credentialed teachers or licensed personnel consistent with Title 5 of the California Code of Regulations and the California Education Code requirements to provide services(s) to pupils under this Master Contract, unless the California State School Board has granted a written waiver. CONTRACTOR shall employ, contract, and/or otherwise hire individuals who are adequately trained and have sufficient experience, according to prevailing professional standards, to provide those services for which the individual is contracted. Individuals employed, contracted, and/or otherwise hired by CONTRACTOR shall be licensed, credentialed, and/or otherwise qualified as specified in applicable California law. If CONTRACTOR has non-certificated employees and/or volunteers who supervise, direct or coach a LEA pupil activity, CONTRACTOR shall ensure compliance with the Activity Supervisor

Clearance Certificate (ASCC) in accordance with Education Code § 49024 and as required by the California Commission on Teach Credentialing.

- b. CONTRACTOR shall be responsible for verification of, credentials and licenses held by its employees, agents and subcontractors. Education credentials shall be on file at the office of the County Superintendent of Schools. Before the start of the school year, CONTRACTOR shall submit to LEA a staff list, and copies of all current credentials, licenses, permits and/or other documents that entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired by CONTRACTOR.
- c. No later than forty-five (45) calendar days after any credentialed/licensed personnel change, CONTRACTOR shall provide copies to LEA and CDE of any changes in licenses or credentials, in accordance with Title 5, Section 3062.
- d. The above provisions of this section, shall apply in all circumstances except those in which a written waiver has been granted by the State of California Board of Education with respect to state laws and regulations or by LEA with respect to its requirements.

**42. RELATED SERVICE PROVIDER ABSENCE**

When a related service provider is absent, CONTRACTOR shall employ a substitute service provider who is an appropriately qualified and credentialed staff person to provide service and fulfill other duties of the absent service provider. Upon written or oral request, CONTRACTOR shall provide to LEA documentation of coverage. If a substitute service provider is not utilized and a pupil misses a related service session due to staff absence or any other staff-related reason, CONTRACTOR shall reschedule related service sessions consistent with Sections 34 and 46 of this Master Contract. LEA will not pay for services unless said service is provided by an appropriately qualified and credentialed service provider.

In the event the CONTRACTOR is unable to provide the NPA services consistent with this Master Contract due to service provider absence, the contract shall be terminated, per Section 13. CONTRACTOR shall notify the LEA within 10 days of their inability to provide the service.

**43. MANDATED REPORTING**

CONTRACTOR assures LEA that all staff members, including volunteers, have been informed of their obligations are under the Child Abuse and Neglect Reporting Act, California Penal Code § 11164 et seq., and if applicable, their dependent adult reporting obligations under California law, including but not limited to California Penal Code § 11166. CONTRACTOR agrees to provide training to all employees, within thirty (30) days of employment, regarding mandated reporting of child abuse, and (if applicable) dependent adults. CONTRACTOR shall maintain a signed statement by all personnel required to sign such a statement under the Child Abuse and Neglect Reporting Act as set forth in California Penal Code § 11166.5, to the effect that he or she has knowledge of the provisions of California Penal Code § 11166 (reporting duty and time) and will comply with those provisions.

When filing a suspected child abuse report under the Child Abuse Reporting laws, CONTRACTOR shall include in the report the name, telephone number and address of the LEA. When CONTRACTOR is aware of an allegation of staff abuse of a pupil, CONTRACTOR shall conduct an appropriate investigation and take other action, if appropriate, based on the particular facts known to CONTRACTOR at the time. CONTRACTOR shall adopt internal procedures regarding reporting

obligations as authorized in California Penal Code § 11166(g)(1).

CONTRACTOR will notify its staff of its responsibility to report to parents and local law enforcement, as appropriate, when a pupil leaves campus without permission, immediately upon confirmation that the pupil is missing, in accordance with Education Code § 49370.

If an employee of CONTRACTOR or subcontractor who has a reporting obligation under applicable California law, observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, abduction, isolation, financial abuse or neglect of an elder or dependent adult, or if an elder or dependent adult credibly reports that he or she has experienced behavior including an act or omission constituting physical abuse, abandonment, abduction, isolation, financial abuse, or neglect, or reasonably suspects that abuse, CONTRACTOR shall submit the required report to the appropriate government or law enforcement agency

**44. SEXUAL HARASSMENT**

CONTRACTOR shall have a sexual harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment, and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to annually provide a copy of the sexual harassment policy to all employees, along with information regarding the laws concerning sexual harassment and related procedures. See Accident/Incident Report Section 30. Furthermore, if CONTRACTOR is subject to the requirements of Government Code section 12950.1, regarding sexual harassment training for supervisors, CONTRACTOR shall comply with these requirements.

**V. FINANCIAL SECTION**

**45. SCHOOL CALENDAR**

- a. It is understood that related services provided by CONTRACTOR shall be provided consistent with the LEA's school calendar. In the event the LEA adjusts its school calendar, an amended school calendar shall be provided to CONTRACTOR. Any additional days must be approved in writing by the LEA's authorized representative. Creditable units of service are those specified in the IEP/IFSP or ISA for NPA services for each pupil.
- b. Educational services shall occur at the school site, unless otherwise specified by the pupils' IEP/IFSP.
- c. LEA observes legal holidays including, but not limited to, the following: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, Lincoln's Birthday, Washington's Birthday, and Memorial Day, as specified in the LEA's school calendar. CONTRACTOR's NPA services may not be provided on legal holidays without prior written approval by the LEA.



**46. ABSENCES**

The LEA shall not be responsible for the payment of educational services when the pupil is absent. CONTRACTOR shall notify LEA in writing when the pupil's absences exceed three (3) sessions. When a pupil misses a session due to staff absence or any other staff-related reason (i.e. illness), a make-up session shall be provided by CONTRACTOR within thirty (30) calendar days of the missed session and CONTRACTOR shall provide LEA written notice of the completion of said make-up session and invoice accordingly as make-up session. Make-up sessions provided after thirty (30) calendar days of the missed session shall not be invoiced and will not be reimbursed by the LEA. When a pupil misses a scheduled session due to illness or absence, the missed session shall not be made up and the LEA shall not be invoiced by the CONTRACTOR for such missed session. CONTRACTOR shall provide all required make-up related services during a time mutually agreed upon between the CONTRACTOR and the LEA.

**47. ATTENDANCE RECORDS**

- a. CONTRACTOR shall keep records of each pupil's daily attendance in a register, report or record, with the pupil's absences clearly identified. These records shall be used to report the attendance of pupils as set forth in California Education Code § 56366 (a) (7). CONTRACTOR shall also keep a register, report, or record identifying all related services provided to a pupil, which will be signed by the related service provider verifying that the services were provided as indicated on the register, report or record. CONTRACTOR shall provide copies of the signed daily attendance records and related services registers with the monthly invoices submitted to the LEA for payment.
  
- a. CONTRACTOR shall permit LEA representatives, upon reasonable notice, to meet with staff of CONTRACTOR for auditing attendance reporting.

**48. MAINTENANCE OF RECORDS**

Any of the following records that exist shall be maintained by CONTRACTOR for at least five years from the date of origination, or as long as otherwise required by law (CCR 3061): registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, dates of hire, and dates of termination; non-exempt staff time sheets; non-paid volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; cash receipts and disbursement records; general ledgers and supporting documents; federal/state payroll quarterly reports; and bank statements and cancelled checks.

**49. PAYMENT UNIT**

A unit of service for payment purposes is one (1) hour of related services, or portion thereof. CONTRACTOR shall notify LEA when Medi-Cal is billed for education related expenses.

**50. RATE SCHEDULE**

Education service(s) and/or related services offered by CONTRACTOR in accordance with the IEP/IFSP and the charges for such service(s) during the term of this Master Contract shall be as follows:

<u>Designated Instruction and Services</u>	<u>Rate</u>	<u>Basis* (specify)</u>
(1) Adapted Physical Education	\$ _____	per _____ Minutes
(2) Counseling/Group	\$ _____	per _____ Minutes
(3) Counseling/Individual	\$ _____	per _____ Minutes
(4) Language/Speech Therapy	\$ <u>113.00</u>	per <u>60</u> Minutes
(4.1) SLP	\$ _____	per _____ Minutes
(4.2) SLPA	\$ _____	per _____ Minutes
(5) Language/Speech Therapy/Individual	\$ _____	per _____ Minutes
(5.1) SLP	\$ _____	per _____ Minutes
(5.2) SLPA	\$ _____	per _____ Minutes
(6) Occupational Therapy	\$ <u>113.00</u>	per <u>60</u> Minutes
(6.1) Occupational Therapist (OT)	\$ _____	per _____ Minutes
(6.2) COTA	\$ _____	per _____ Minutes
(7) Physical Therapy	\$ <u>113.00</u>	per <u>60</u> Minutes
(8) Transportation - Bus Roundtrip/One Way (specify)	\$ _____	per _____ Day
(9) Transportaion - Other, specify:	\$ _____	per _____
(10) Behavior Intervention/Implementation (Tutor)	\$ <u>51.50</u>	per <u>60</u> Minutes
(11) Behavior Intervention/Development (Supervision)	\$ <u>113.00</u>	per <u>60</u> Minutes
(12) Other, specify:	\$ _____	per _____
(13) Other, specify:	\$ _____	per _____
(14) Other, specify:	\$ _____	per _____
(15) Other, specify:	\$ _____	per _____
(16) Other, specify:	\$ _____	per _____

<u>Other Services</u>	<u>Rate</u>	<u>Period Basis* (specify)</u>
(1) One-on-One Aide	\$ _____	per _____ Day
(2) Assessments/Testing/Evaluations	\$ _____	per _____
(99) Not Specified	\$ _____	per _____

- \* Basis of rate, such as: per # of Minutes, per Session, per Clinical Hour, per Day, per Hour, Flat Rate.

**51. PAYMENT DEMAND**

CONTRACTOR shall submit written invoices for payment on a monthly basis. CONTRACTOR shall submit said invoice for payment for services rendered via U.S. mail, other delivery service, or in person, no later than thirty (30) days after the end of the attendance accounting period in which said services are actually rendered. The LEA is not required to accept invoices that are submitted more than six (6) months after the expiration of this Master Contract. Proof of receipt may be established by return receipt requested through the mail, by proof of personal delivery, or any other reliable means. CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (i.e., roll books for the basic education program and service logs and notes for each related service) shall be completed by the service provider whose signature must appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of reported attendance which is the basis of services being billed for payment and shall inform service providers of their personal responsibility for the services being reported as rendered.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount, as well as all related services at the agreed upon rates. Payment shall be made within forty-five (45) days of receipt by LEA of invoices properly submitted and approved by LEA. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of an invoice, the LEA shall not withhold any payment. If the payment is not postmarked from the LEA within forty-five (45) days of the receipt of invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

CONTRACTOR shall submit rebilling invoices, via U.S. mail, other delivery service, or in person, no later than thirty (30) calendar days after the date deficiencies are corrected by the CONTRACTOR. If no notice of withholding is provided to CONTRACTOR within ten (10) business days of receipt of a rebilled invoice, the LEA shall not withhold any payment. If the rebilled payment is not postmarked from the LEA within forty-five (45) days of the receipt of the invoice as indicated by proof of receipt, the LEA agrees to pay an additional fee of 1.5% interest per month on amounts not paid, such interest being calculated beginning forty-six (46) days from receipt of the invoice. The CONTRACTOR shall bill the LEA for the interest due.

The LEA is not responsible for the costs associated with NPA services until the date on which an IEP/IFSP meeting is convened pursuant to law during which the IEP/IFSP team determines that a

NPA services are appropriate, and the IEP/IFSP is signed by all necessary parties, including the SELPA/LEA pupil's parent or another adult with educational decision-making rights.

**52. RIGHT TO WITHHOLD**

LEA has the right to withhold payment to CONTRACTOR, when LEA has reliable evidence described in writing to the CONTRACTOR at the time the notice of withholding is submitted that: (A) CONTRACTOR has not performed a service identified in the invoice; (B) CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with the inspection, review or audit of its program, work, or records; (C) education and/or related services is provided to LEA pupils by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (D) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (E) CONTRACTOR has failed to provide to LEA all documents concerning one or more LEA pupils enrolled in CONTRACTOR's educational program within seven (7) days after school closure; (F) CONTRACTOR fails to notify LEA of a change of pupil's residence to a residence outside of LEA's attendance areas, within three (3) school days of when CONTRACTOR becomes aware of said change; (G) Educational funds received by CONTRACTOR from the LEA for the educational costs of pupils it has placed in the NPA were not used solely for those purposes but rather for the costs of a residential program.

If the basis for the withholding is subsection B and/or E of this section, the LEA may only withhold the proportionate amount of the bill related to that pupil or service for whom or which documents were not provided in accordance with this Master Contract, and may only withhold the amount until the documents are provided. If the basis for the withholding is subsection A, and/or D, LEA may only withhold the value of the service CONTRACTOR failed to perform or the amount of the overpayment. If the basis for the withholding is subsection C, LEA may only withhold payment for services provided by the individual for the period of time the individual was not properly licensed, credentialed, or otherwise qualified to provide that service. If the basis for the withholding is subsection F of this section, LEA may only withhold payment for service provided to a specific pupil three (3) days after CONTRACTOR becomes aware that the pupil moved to a residence outside of the LEA attendance area and failed to notify the LEA of this change in residence. If the basis for the withholding is subsection G, the LEA may only withhold the proportionate amount of the bill related to the funds received and used for purposes prohibited by subsection G.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment to CONTRACTOR. Such notice shall specify the basis for LEA withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA withholding payment. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend Contractor's time to respond by an additional thirty (30) days

**53. INSPECTION AND AUDIT OF FINANCIAL RECORDS**

Upon request of LEA which shall include the reason for the request of records, and except as otherwise provided by law, CONTRACTOR shall provide LEA, a state agency, a federal agency, and/or an independent agency/firm contracted by LEA, access to the following record within ten business (10) days, except as otherwise provided by state and federal law: registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of

related services; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid volunteer sign-in sheets; verification of staff training, transportation and other related services subcontracts; school calendars; bell/class schedules; liability and workers compensation insurance policies; state nonpublic school and/or agency certifications; marketing materials; by-laws; lists of current board of directors/trustees, if incorporated; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports; bank statements and cancelled checks. CONTRACTOR may request from the LEA an extension of time to comply with any records request, which shall not be unreasonably withheld. CONTRACTOR shall comply with any requests resulting from an inspection, review, or audit by LEA, a state agency, a federal agency, and/or independent agency/firm in a reasonable and timely manner. CONTRACTOR shall maintain cost data to verify the annual operating budget for providing special education and related services to LEA, which shall be made available for the relevant Master Contract period being audited. Fiscal records shall be maintained by CONTRACTOR for five (5) years after their origination and shall be available for audit.

**54. AUDIT EXCEPTIONS**

CONTRACTOR agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions related to its educational program and identified by auditors hired by LEA or by appropriate state or federal audit agencies occurring because of CONTRACTOR's performance of this Master Contract.

If an inspection, review, or audit by LEA, CONTRACTOR, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR or LEA owes the other party monies as a result of over billing, under payment, or failure to perform, in whole or in part, any of its obligations under this Master Contract, the party owed money shall provide to the other party written notice demanding payment and specifying the basis or bases for such demand. In the event that the party from whom payment is demanded disputes that any payment is owed, the matter shall be resolved in accordance with the Dispute Resolution section in section 9 of this Master Contract.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives.

CONTRACTOR

LEA

**Children's Learning Connection, Inc.**  
Print Name of Nonpublic, Nonsectraian School

**Fountain Valley School District**  
Print Name of LEA

Contracting Officer's Signature

Authorized Representative's Signature

Print Name and Title

**Marc Ecker, Ph.D.**  
Print Name and Title

Date

Date

APPROVED BY THE LOCAL EDUCATION  
AGENCY GOVERNING BOARD ON: \_\_\_\_\_

NPS/NPA Contact Person & Mailing Address:

LEA Contact Person & Mailing Address:

Contact Person

**Patrick J Middleton, Fiscal and MIS Manager**  
Contact Person

**1651 E. 4th Street, Suite #150, Santa Ana, CA 92701**  
Street Address, City, State & Zip

**5832 Bolsa Avenue, Huntington Beach, CA 92649**  
Street Address, City, State & Zip

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Telephone Number                      FAX Number

**714-903-7000 ext 4615**                      **714-372-8109**  
Telephone Number                      FAX Number