

Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

February 16, 2012

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

M ____
2nd ____
V ____

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- 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

SPECIAL PRESENTATIONS

1. ELK'S STUDENT RECOGNITION – DRUG AWARENESS POSTER CONTEST

The purpose of the Elk's Drug Awareness Poster Contest is to involve children, school and parents in the Drug Awareness Program. The Board of Trustees is proud to join the Huntington Beach Elks Lodge No. 1959 in honoring the

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.

District's three winners of the 2012 Elk's Drug Awareness Poster Contest.

2. ELK'S STUDENT RECOGNITION – AMERICANISM ESSAY CONTEST

Each year the Elks USA sponsors an Americanism Essay Contest. The theme for this year is "Why I am Proud to Pledge Allegiance to Our Flag". The Board of Trustees is proud to join the Huntington Beach Elks Lodge No. 1959 in honoring the first, second and third place 8th grade winners from each of our middle schools.

3. RECOGNITION OF MIDDLE SCHOOL STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from each of our middle schools: Fulton Middle School, Masuda Middle School and Talbert Middle School.

4. RECOGNITION OF MIDDLE SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Fulton Middle School, the Board shall recognize and thank Cathy Finley and Debbie Jack. From Masuda Middle School, the Board shall recognize and thank Julie Carr and Bev Lyall. And from Talbert Middle School the Board shall recognize and thank Toni Brown and Molly Haughton.

BOARD REPORTS AND COMMUNICATIONS

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

STAFF REPORTS AND PRESENTATIONS

5. PRESENTATION ON THE GOVERNOR'S BUDGET (ORAL REPORT)

Assistant Superintendent, Stephen McMahon, will provide details for the Board of Trustees of the 2012-13 proposed State budget and its impact on the Fountain Valley School District.

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response

to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

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

LEGISLATIVE SESSION

6. 2012 CSBA DELEGATE ASSEMBLY ELECTION – REGION 15

M ____
2nd ____
V ____

The Board of Trustees may vote for up to eight candidates for the 2012 CSBA Delegate Assembly Election – Region 15.

Superintendent's Recommendation: It is recommended that the Board of Trustees reach consensus to vote for the Delegate Assembly nominees of its choice, not to exceed eight candidates.

7. BOARD POLICY 3541.2: TRANSPORTATION FOR STUDENTS WITH DISABILITIES (FIRST READING)

M ____
2nd ____
V ____

The California Department of Education has recently released new guidelines in reference to Transportation for Students with Disabilities. These guidelines are to be utilized by the IEP teams when determining required transportation for a Special Ed student. Relevant language has been added to Board Policy 3541.2 and AR 3541.2: Transportation for Students with Disabilities to include these new guidelines. New language is in bold.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve Board Policy 3541.2 Transportation for Students with Disabilities for first reading.

8. DECLARATION OF NEED

M ____
2nd ____
V ____

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

Superintendent's Recommendation: The Board of Trustees approves the revised Declaration of Need for all Special Education positions.

9. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

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

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

Routine Items of Business

- 9-A.** Board Meeting Minutes from January 12th board meeting
- 9-B.** Board Meeting Minutes from January 31st special board meeting
- 9-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 9-D.** Donations
- 9-E.** Warrants
- 9-F.** Purchase Order Listing
- 9-G.** Budget Transfers

Consent Items

9-H. AUTHORIZATION OF SIGNATURES: FACSIMILE SIGNATURES (BANK OF AMERICA)

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

9-I. APPROVAL OF VERIZON BUSINESS NETWORK SERVICES AS SERVICE PROVIDER UNDER E-RATE

Superintendent's Comments: It is recommended that the Board approve the contract with Verizon Business Network Services, Inc., to provide telecommunications services for three years beginning July 1, 2012, and ending June 30, 2015.

9-J. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached mentioned reimbursement not to exceed \$20,000 per the Settlement Agreement signed January 3, 2012 between the parents and the Fountain Valley School District for private school tuition for the 2011-12 school year, not to exceed \$18,750 and tuition for the extended school year through July 30, 2012 not to exceed \$700.

9-K. APPROVAL OF SCHOOL LOOP SERVICE PROVIDER UNDER E-RATE

Superintendent's Comments: It is recommended that the Board approve the contract with School Loop to provide web hosting services for three years beginning July 1, 2012, and ending June 30, 2015.

9-L. 2012-13 BUDGET CALENDAR

Superintendent's Comments: It is recommended that the Board of Trustees approve the budget calendar for the 2012-13 fiscal year.

9-M. AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR DISTRICT PARTICIPATION IN THE EFFECTIVE READING INTERVENTION ACADEMY (ERIA)

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with Orange County Department of Education for District participation in the ERIA program.

9-N. RESOLUTION 2012-13: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

Superintendent's Comments: It is recommended that the Board of Trustees adopt **RESOLUTION 2012-13:** Authorization of Signatures on Replacement Warrants.

9-O. RESOLUTION 2012-14: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

Superintendent's Comments: It is recommended that the Board of Trustees adopt **RESOLUTION 2012-14:** Authorization of Approval of Vendor Claims/Orders.

9-P. RESOLUTION 2012-15: AUTHORIZATION OF SIGNATURES

Superintendent's Comments: It is recommended that the Board of Trustees adopt **RESOLUTION 2012-15:** Authorization of Signatures.

9-Q. MEMORANDUM OF UNDERSTANDING FOR THE TWILIGHT EDUCATION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approve the memorandum of understanding for District participation in the Twilight Education Project.

9-R. AGREEMENT REGARDING THE IMPOSITION AND PAYMENT OF CAPITAL FACILITIES CAPACITY CHARGES

Superintendent's Comments: It is recommended that the Governing Board approves

the Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges with the Orange County Sanitation District and authorize the Superintendent or his designee to sign such agreement on its behalf.

9-S. RECEIPT OF CSEA, CHAPTER 358'S INITIAL CONTRACT PROPOSAL FOR 2012-13.

Superintendent's Comments: It is recommended that the Board of Trustees receive the initial contract proposal of CSEA, Chapter 358 to the Fountain Valley School District for 2012-2013.

9-T. PRESENTATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S 2012-13 CONTRACT PROPOSAL TO CSEA, CHAPTER 358

Superintendent's Comments: It is recommended that the Board of Trustees approve the 2012-13 contract proposal of the Fountain Valley School District to CSEA, Chapter 358.

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, March 8, 2012 at 7:00pm.

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

Board meeting proceedings are tape recorded.

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

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Anne Silavs, Assistant Superintendent, Instruction

SUBJECT: *ELK'S STUDENT RECOGNITION ~ Drug Awareness Poster Contest*

DATE: February 1, 2012

BACKGROUND INFORMATION

The purpose of the Elk's Drug Awareness Poster Contest is to involve children, schools and parents in the Drug Awareness Program.

At the Board Meeting on February 16, 2012, the following three students will be recognized by the Huntington Beach Elk's Lodge No. 1959 as winners of their 2012 Elk's Drug Awareness Poster Contest.

5 th Grade	Brandon Krause	Courreges
4 th Grade	Paige Davis	Gisler
4 th Grade	Mercedes Zamora	Oka

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c: Chris Christensen
Joyce Buehler
Erik Miller

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *ELK'S STUDENT RECOGNITION ~ Americanism Essay Contest*
DATE: February 1, 2012

BACKGROUND INFORMATION

Each year the Elks USA sponsors an Americanism Essay Contest. The theme for this year is "Why I am Proud to Pledge Allegiance to Our Flag". First, second and third place 8th grade winners from each of our middle schools are recognized locally by the Huntington Beach Elks Lodge No. 1959.

At the Board Meeting on February 16, 2012, the following students will be recognized by the Huntington Beach Elk's Lodge No. 1959 as winners of their 2012 essay contest.

Fulton Middle School

Hayden Allcorn
Heather Carr
Robert Esson
Devin Gordon
Sarah Johns
Taylor Newton

Masuda Middle School

Daniel Kim
Chelsea Lang
Katrya Ly
Anh Vu Nguyen
Bryan Tran
Natalie Varterian

Moiola School

Karen Le
Mikey Mawson
Elena Mosham
Connie Nguyen
Luke Oiem
R. J. Rahimi

Talbert Middle School

Chandler Brunelli
Vivian Ly
Matthew Nalty
Angela Nguyen
Madelyn Olaerts
Jacob Singer

hab

Jennifer Perkins
Chris Mullin
Erin Bains
Cara Robinson

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent
FROM: Anne Silavs., Assistant Superintendent, Instruction
SUBJECT: *STUDENT RECOGNITION PROGRAM*
DATE: February 1, 2012

BACKGROUND INFORMATION

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on February 16, 2012, the following six students from **Fulton, Masuda and Talbert Middle School** will be recognized.

	<u>Fulton Middle School</u>	<u>Masuda Middle School</u>	<u>Talbert Middle School</u>
6th grade	Linda Tang	Nicole Nakawatase	Joe Kang
6th grade	Dianne Bui	Iain Collins	Samantha Marlow
7th grade	Danielle Joly	Ally Lenguyen	Shannon Keane
7th grade	Austin Gergens	Kyle Fusco	Cameron Scanaliato
8th grade	Sarah Johns	Allyson Peffers	Mason Malott
8th grade	Kristen Law	Edward Fahman	Vivian Ly

kn

c: Jennifer Perkins
Chris Mullin
Cara Robinson

SO 11-12/B12-28
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Special Presentation: Middle School Parent Volunteers**
DATE: February 9, 2012

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, two volunteers from each of our middle schools will be recognized.

Volunteers are selected by the principal and/or Parent Teacher organization at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as serving as room parent, performing bookkeeping or tallying for fund raising activities, serving as a volunteer for music, art or theater presentations, assisting in a classroom, the library or student store, or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name our middle school outstanding and deserving volunteers:

Fulton Middle School:

♥ Cathy Finley
♥ Debbie Jack

Masuda Middle School:

♥ Julie Carr
♥ Bev Lyall

Talbert Middle School:

♥ Toni Brown
♥ Molly Haughton

Board Meeting of February 16, 2012

SO 11-12
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: Report on Proposed the Governor's Budget (Oral Report)
DATE: February 9, 2012

Assistant Superintendent, Stephen McMahon, will provide details for the Board of Trustees of the 2012-13 proposed State budget and its impact on the Fountain Valley School District.

Board Meeting of February 16, 2012

SO 11-12/B12-27
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **2012 CSBA Delegate Assembly Election – Region 15**
DATE: February 8, 2012

Background

Enclosed is a copy of the 2012 CSBA Delegate Assembly Election ballot and biographical sketches of all nominees. The Board of Trustees may vote for up to eight candidates with no more than one vote for any one candidate. Each member board shall submit one ballot. The ballot contains a provision for write-in candidates. The official ballot, with the signature of the Board Clerk, must be returned to CSBA postmarked no later than March 15, 2012.

Recommendation

It is recommended that the Board of Trustees reach consensus to vote for the Region 15 Delegate Assembly nominees of its choice, not to exceed eight candidates.

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No Later Than **THURSDAY, MARCH 15, 2012**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2012 DELEGATE ASSEMBLY BALLOT
REGION 15
(Orange County)

Number of vacancies: 8 (Vote for no more than 8 candidates)

Delegates will serve two-year terms beginning April 1, 2012 – March 31, 2014

**denotes incumbent*

- | | |
|--|---|
| <input type="checkbox"/> Dana Black (Newport-Mesa USD) | <input type="checkbox"/> Kathy Moffat (Orange USD)* |
| <input type="checkbox"/> Tammie Bullard (Tustin USD)* | <input type="checkbox"/> John Ortiz (Ocean View SD) |
| <input type="checkbox"/> Meg Cutuli (Los Alamitos USD)* | <input type="checkbox"/> Jo-Ann Purcell (Westminster SD)* |
| <input type="checkbox"/> Judy Franco (Newport-Mesa USD)* | <input type="checkbox"/> Sharon Wallin (Irvine USD)* |
| <input type="checkbox"/> Susan Henry (Huntington Beach Union HSD)* | |

Provision for Write-in Candidate Name

School District

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

**CSBA**

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Dana Black</u>	CSBA Region/Subregion: <u>15</u> / <u> </u>
District or COE: <u>Newport-Mesa Unified School District</u>	Years on board: <u>15</u> ADA: <u>22,000</u>
Contact Number: <u>(714) 390-8247</u>	E-mail: <u>dblack@nmusd.us</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If you, how long have you served as a Delegate? <u> </u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

The California State Budget continues to put public schools in a reactive mode with no participation from our local Districts. I believe local control is imperative to the success of our public schools; together with our collective voice and experience, we are a positive force for change in governance. I believe the public will continue to look to us for answers and hold the local school board trustees accountable for the success of our students with the flexibility to be competitive and innovative. We need to take back the power of decision making from Sacramento and return it to our local community.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Served in the capacity of Board President, 3 years; Vice President and Clerk of the Board 3 years each; attendee CSBA Annual Conference 15 years; attendee Legislative Network Conference in Sacramento; attendee OCSBA Dinner Meetings; FRN Conference in Washington, D.C.; CSBA Curriculum Institute; CSBA Welcome Back to School Conference; CSBA Board President Workshop; Local Budget Advisory Committee member; District County Pool Investment/ Audit Committee member; Newport Beach Chamber of Commerce Education Committee member; City of Costa Mesa's Student/ Community Committee member; Special Education Community Advisory Committee member; District's English Language Learner Advisory Committee member; Student Board Member Liaison; Coastline ROP; CTE Alternative High School Advisor; the Bill and Melinda Gates Foundation's guest and participant at American Federation of Teachers National Forum in Washington D.C. Completed both “Masters in Governance” and “Masters in Boardmanship”. Proud recipient of 3 PTA Honorary Service Awards and Harbor Council's PTA Continuing Service Award.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I am a businesswoman for over 24 years through my successful real estate career; I come in contact daily with all walks of life in our community; particularly our families, teachers and support staff. I know what a priority education is in our community. I was elected to the board in 1996 and have come to rely on CSBA and all of you for evidence of what is really happening in our State and across our Nation. I will make sure that the facts about what is happening to our schools and our students is presented clearly and understood in our community. Our elected representatives must hear the truth about what impacts their decisions have on the students attending the public schools in our State. I would appreciate the opportunity to serve you as a Delegate Assembly member for CSBA.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Dana Black

Date: 01/03/2012



2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Tammie Bullard</u>	CSBA Region/Subregion: <u>15</u> / <u></u>
District or COE: <u>Tustin Unified School District</u>	Years on board: <u>15</u> ADA: <u>23,453</u>
Contact Number: <u>714/730-7312</u>	E-mail: <u>tbullard@tustin.k12.ca.us</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>11</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My top three priorities are the state budget crisis, closing the achievement gap and supporting career technical education. I know the first two priorities are also priorities and issues that CSBA has worked on for many years. I think career tech programs are important with the current conditions of community, state and private colleges. Tuition rates, overcrowding and other issues have made some feel like college isn't an option. Other students who feel they don't need to attend college have changed their minds after experiencing a career tech class and finding a passion for something they'd like to pursue as a career. Career tech classes often provide access to emerging technology and industry standards that wouldn't be taught in a regular academic classroom.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I am currently serving or have served on the following committees or panels:

Vocational Education (12th year), Coastline ROP Board Member (12th year), "Every 15 Minutes" (10th year), Safe and Drug Free Schools, Joint School Board/City Council, Strategic Planning, High School Planning, Subject Area Council, GATE, Special Education, and English Language Learner Development.

In past years, I have volunteered at our continuation high school working with students to produce their yearbook. I have also been involved in various community events bringing awareness and funding to our district.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I have served on Delegate Assembly for 11 years and enjoy participating in shaping the policies and direction of CSBA. We have many important issues to work on such as the state's budget crisis, school facility issues, interventions and closing the achievement gap, and declining enrollment. I serve in a very diverse school district and work to solve issues at the extreme ends of the socioeconomic spectrum. I feel my perspective and experience in such a district would be helpful as CSBA strives to solve related issues on a much large scale.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Tammie Bullard Date: 1/5/12

**CSBA****2012 Delegate Assembly
Candidate Biographical Sketch Form****Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)**

Please complete, sign and date this required candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: <u>Meg Cutuli</u>	CSBA Region/Subregion: <u>151</u>
District or COE: <u>Los Alamitos USD</u>	Years on board: <u>11</u> ADA: <u>9400</u>
Contact Number: <u>562-598-5054 562-301-4079 cell</u>	E-mail: <u>megcutuli@hotmail.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If you, how long have you served as a Delegate? <u>6 yrs</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My top three priorities for education in California are developing a stable, adequate funding source, increased local control and better utilizing technology in instruction. I feel these are three goals that school board members everywhere can support. School funding for the past several years has meant nothing but painful budget cuts. We have been reacting to the whims of Sacramento for too long and we need to show a united front. CSBA is the organization to do this. Our goal is student success and who better knows their students than a locally elected school board? We need to have the ability to determine how to best educate our students for the world they will be working and living in.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I have been a board member of Los Alamitos USD since 2000 and serving my third term as president. I represent my district on our Regional Occupational Program board (NOC ROP). I have been a board member of the Orange County School Boards Association for 10 years. I have served as president and am currently the PAGE Chair who lines up speakers on topical issues before our dinner meetings. I am a member of the Orange County Committee on School District Organization. I have validated many Golden Bell Awards and attend the CSBA's Educational Conference annually. I believe in being visible and accessible in the community and that we need to educate all children because they are our future.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

By being a member of Delegate Assembly, I feel that I have the opportunity to help direct the focus of CSBA. Meeting with school board members from across State gives me a good picture of education in California. Locally, we may have different challenges but our goals for our students are similar. It is important to find our common ground and then communicate that message to the State, our counties and local school districts. I feel that I am a good voice for Orange County school districts and public education. I feel that school board members have "student success" as the core of their responsibility and we are the only group in education that keeps the students first in our hearts and actions.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Meg Cutuli Date: 1-2-12

**CSBA****2012 Delegate Assembly
Candidate Biographical Sketch Form****Due: Monday, January 9, 2012** (U.S. Postmark or fax – 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state “see résumé” and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Judy Franco</u>	CSBA Region/Subregion: <u>15</u> / <u> </u>
District or COE: <u>Newport-Mesa Unified School District</u>	Years on board: <u>31</u> ADA: <u>22,000</u>
Contact Number: <u>(949) 675-2603</u>	E-mail: <u>johnandjudyfranco@earthlink.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If you, how long have you served as a Delegate? <u>25 years</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

I believe that we must continue to fight for the funding that is necessary to provide a quality education for the students of California in our public schools. CSBA is a leader in this effort and must continue in the role. We must make the point that is impossible to do more with less, that we are shortchanging the leaders of tomorrow with an outdated, totally inadequate commitment of resources for our students.

We must continue to work to restore local control and flexibility. Mandates from the state or federal government are not necessarily appropriate for all Districts. One size does not fit all. We must continue to make our voices heard in our communities, in Sacramento and in Washington, D.C.

It is imperative that we continue to tell the truth in a way that everyone can understand. The challenge we face is how to get the truth heard by all. District by District, school by school, we must involve not only our parents, but the entire community in our effort to improve the education provided to our students who will be the leaders of tomorrow.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I currently serve on the OCSBA Board of Directors, representing the unified school districts. I attend their monthly meetings as well as meet on a regular basis with board members from Districts throughout the county and our CSBA Director. In addition, I serve as the Legislative Chair for our local board. In that role, I regularly track legislation at the federal and state level and report this information at our monthly board meetings. I also serve as the PTA Leg Chair for Harbor Council PTA (29 units) as well as for two of our school units. These activities have provided me the opportunity to communicate with our local stakeholders and legislators to keep them informed about the conditions of our local schools and Districts as well as the real impacts that those decisions have made or are about to be made on our ability to govern effectively and efficiently to provide a high quality educational program to our students.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I want to continue to advocate for the students in our classrooms. I believe that all that we do in CSBA must be aligned with our adopted Mission and Goals, our Policy Platform and our Strategic Plan. I look forward to the challenges that lie ahead for public education in our state. We are the truth tellers and we must continue to tell the truth, the whole truth, about our students and the educational system that they deserve.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Judy Franco Date: 01/03/2012

**CSBA****2012 Delegate Assembly
Candidate Biographical Sketch Form****Due: Monday, January 9, 2012** (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: Susan Henry CSBA Region/Subregion: 15 /
 District or COE: Huntington Beach Union High School District Years on board: 11 ADA: 16,320
 Contact Number: 714-841-4864 E-mail: shenry@hbuhsd.org
 Are you a continuing Delegate? ☒ Yes ☐ No If you, how long have you served as a Delegate? 6 years

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Adequate, stable, and timely funding for California public schools.
2. Effective, reasonable, sustainable education reform.
3. Graduating students who are both college and career ready.

I believe CSBA continues to be a strong partner in the education coalition of the state by setting policy through identifying and setting priorities such as the three named above. Funding has been and will continue to monopolize the attention of educators until the state budget system is reformed. CSBA works to inform members and policy makers when it comes to the latest, greatest reform attempt; wading through the rhetoric and then reporting data and research. And the ultimate priority we have for our students: graduation. Not just a high school diploma, but the skills and ability to be ready for life after high school...college and career. Today a student needs the same skills to get a job as they do to go to college. By communicating these priorities with information, clarity, and conviction, CSBA can advocate for our students and educate the general public and policy makers.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

HBUHSD Board President 2003, 2007, 2011 and three terms in all board offices, co-chaired HBUHSD successful bond campaign in March 2004. I have served on various HBUHSD committees including the District Strategic Plan, Superintendent/PTSA Roundtable, the Curriculum Committee, certificated and classified relations committees, Citizens Oversight Committee, and helped create the Booster Advisory Board to assist booster clubs to better organize and regulate their activities. I also served on the board of Coastline ROP. Since 2003 I have served on the Orange County School Boards Association (OCSBA) board of directors, including a term as President, member of the By-Laws and Nominating By-Laws Committees, High School Director and Chair of the Nominating Committee, served on many PTA and PTA Council boards, athletic booster and grad night boards and educational foundations, including terms as President. I am a 2002 Graduate of CSBA Masters in Governance.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

For the past six years I have been proud to represent Region 15 as a delegate. Since becoming a member of the Delegate Assembly I have been an active participant having served as a presenter and as a Golden Bell validator. I am also currently serving as a member of the CSBA Linked Learning Task Force. I believe my experience with Delegate Assembly, the OCSBA, and my local district have shown the experience, dedication, and energy required to be an effective and responsible member of the Delegate Assembly.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Susan M. Henry Date: 1/06/12

**CSBA****2012 Delegate Assembly
Candidate Biographical Sketch Form****Due: Monday, January 9, 2012** (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: Kathy MoffatCSBA Region/Subregion: 15 / District or COE: Orange Unified School DistrictYears on board: 10 ADA: 30,000Contact Number: 714-998-6164 (H); 714-655-2233 (C)E-mail: kamoffat@earthlink.netAre you a continuing Delegate? ☒ Yes ☐ NoIf yes, how long have you served as a Delegate? 8 years

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

1. Sustainability of education as we have come to know it in California. The continuing fiscal crisis in California pushes our standard of education ever closer to the precipice. I truly do not know how much longer our districts, schools and teachers will be able to provide the level of education to our children that is the modern norm. As school boards we are continually grappling with "What can we do without?" decisions. We weaken our infrastructure with every cut, and eventually - like the tower in the game Jenga - I fear we will collapse. CSBA must be the voice to warn California.
2. Transition to common core standards. These standards are a good thing, but work needs to be done to make the transition possible, first; then to make it as smooth as it can be. CSBA can facilitate this.
3. Continuous improvement of all students across our state. With the great diversity that exists within California, within districts, and even schools, it's a challenge to meet every child's needs, while enabling lower achieving students to make faster gains than their peers. In this situation - inherently counter intuitive and extremely complex - CSBA must lead.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

My interests in my local district have to do with the quality of education for our children. Visits to my district's schools have shown me the broad array of strengths and needs of our district, and enabled me to observe the consequences of board-adopted policies. As a board member, I want to help ensure that district policies support our teachers' efforts to guide students to academic success. I also am involved in a 9-year-long effort of improving science instruction with hands-on inquiry based instruction in our district elementary schools. Thanks to talented teachers, a district commitment, and matching grant funding, this program has been extraordinarily successful. Our challenge is to see the program continue to succeed even after grant funding runs out. Additionally, our district is hampered by aging schools, and despite two attempts we have not passed a facilities improvement bond in decades. Some of our schools are 50+ years old, and in dire need of modernization. It has been a district goal to communicate to our conservative community our superlative fiscal management, and that district schools' physical condition has implications for student success, and for community vitality.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

The Delegate Assembly has the important function of bringing local conditions and concerns before CSBA as a whole, of seeking CSBA assistance and attention to these concerns, and of helping to decide the future path of the organization. CSBA is at an important juncture on its way to becoming a reformed organization. Studies have been conducted, results analyzed, corrective measures have been designed, and now it's time for the plans to be implemented. Important work lies ahead, and I look forward to being part of it. CSBA serves a critical need for school boards and trustees. As an organization, it must be useful, frugal, helpful, accessible, accountable, and a model of ethical servant leadership. As a member of the Delegate Assembly, I want to be a vehicle for my school district and my region to be heard, and to be a part of the re-formation of CSBA into a cleaner, stronger, more relevant organization.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Kathy MoffatDate: January 5, 2012

**CSBA**

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: <u>John Ortiz</u>	CSBA Region/Subregion: <u>15</u> / <u> </u>
District or COE: <u>Ocean View School District of Orange County</u>	Years on board: <u>1</u> ADA: <u>9600</u>
Contact Number: <u>(714) 847-2551</u>	E-mail: <u>ovsdortiz@gmail.com</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, how long have you served as a Delegate? <u> </u>	

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

Education Funding - Structure for education funding is inadequate. Our students education should be a priority in our state budget. Our student education should not be used as a bargaining chip for politics.

Early Student Assessment - Early assesment of our students, I believe, gives our students the opportunity and tools to be successful in their future as life long learners. Early assesment also allows our schools and teachers to identify students that may need additional help.

Underfunded / Unfunded Mandates - The federal government must be made to fully fund mandates for special needs students

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Over my first year my focus has been my school board duties and responsibilities. With a year under my belt I look forward to work more closely with O.C.D.E.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

To further my experience and knowledge of CSBA.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Date: _____

11-9-12

**CSBA**

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this required candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will not be accepted.

Name: <u>Jo-Ann Purcell</u>	CSBA Region/Subregion: <u>15</u> / <u> </u>
District or COE: <u>Westminster School District</u>	Years on board: <u>11</u> ADA: <u>9,800</u>
Contact Number: <u>(714) 894-7311, ext. 1004</u>	E-mail: <u>tmontgomery@wed.k12.ca.us</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>1 year</u>

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

My top three educational priorities as a member of the Delegate Assembly are advocacy, resources and collaboration. I think CSBA plays a crucial role at the state level in advocacy. There are issues that are important to virtually every school board in the state that need a big voice, like local control, flexibility in funding and textbook adoption cycles, to name a few. All school boards benefit from successful CSBA advocacy. CSBA is a fantastic resource for school boards in the areas of governance support and training, professional development, legal support, board policy recommendations and more. I support providing and improving these resources and I encourage districts to use them. While CSBA is a strong voice, it can be even more productive if it joins forces with other organizations like the PTA, or the State Board of Education. Collaboration is very powerful and I believe in using a teamwork approach in trying to get things done whether it is internally or externally.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

I have been a member of the Westminster School District Board of Education for 11 years. I just concluded a term as the Board President and I served two consecutive terms as Vice President. I have served on the Orange County Committee on School District Organization for the last eight years and we have tackled a number of important issues, including redistricting and the manner in which trustees are elected. My experience on this committee has given me a broader perspective on challenges facing other school districts. One of my greatest achievements as a Board Member was the passage of a \$130 million bond measure which will have an incredibly positive impact on our students, staff and community for many years to come. Under my leadership, the Westminster School District was the first district in the county to implement an all-day kindergarten program in every school which has been extremely successful and the program is used as a model for other districts throughout the county. During my tenure as a Board Member we were the first district in the county to be able to place SmartBoards in every single classroom. This technology has empowered teachers and greatly enhanced instruction.

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I am a firm believer in the goals of CSBA and I am a graduate of CSBA's Masters in Governance program. I value CSBA as a supportive body and resource and strive to help CSBA become even more effective. As a retired teacher who taught for over 30 years in Garden Grove, Santa Ana, Palos Verdes, Long Beach and Compton, I am a passionate advocate of public education and children. I believe that my breadth of experience and unique perspective as an educator, Board Member, parent and grandparent make me an effective CSBA Delegate. I just became a CSBA delegate last year after the unfortunate passing of another delegate and it would be an honor to continue my service as a member of the CSBA Delegate Assembly.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____

Jo-Ann Purcell

Date: 1/6/2012

**CSBA**

2012 Delegate Assembly Candidate Biographical Sketch Form

Due: Monday, January 9, 2012 (U.S. Postmark or fax - 916.669.3305 or 916.371.3407)

Please complete, sign and date this **required** candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this candidate form will **not** be accepted.

Name: <u>Sharon Wallin</u>	CSBA Region/Subregion: <u>15</u> / <u> </u>
District or COE: <u>Irvine Unified School District</u>	Years on board: <u>9.5</u> ADA: <u>28,138</u>
Contact Number: <u>949.733.2482</u>	E-mail: <u>swallin100@aol.com</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how long have you served as a Delegate? <u>8</u> years

CSBA's Delegate Assembly sets the general education policy direction for the Association. As a member of the Delegate Assembly, please describe what your top three educational priorities would be, and why they are important to the Association.

- 1) Full and adequate funding for public schools.
Without adequate resources, we can't provide our students with a high quality education.
- 2) Advocacy with legislators to drive the public education discussion to achieve needed reform.
In order to sustain quality public education, it is evident that there is a dire need of reform in the state of California.
- 3) Leveraging technology to propel public education into the future.
In order to prepare our students for 21st century challenges and to be able to compete globally, we must utilize all technological resources.

Another responsibility of Delegates is to communicate the interests of local boards to CSBA's Board of Directors, Executive Committee and staff. Please describe your activities/involvement or interests in your local district or county office.

Past President, IUSD Board of Education
Board President, Coastline Regional Occupational Program
Board Liaison, Coalition for Legislative Action
Past Executive Board Member, Irvine Unified Council PTA (20 years)
Chair, Irvine Unified Council PTA Legislative Action Committee - 1996-2001
Member, IUSD Strategic Planning Team - 1995-2000; 2000-2005
Member, CSBA's Legislative Action Committee
Past President/Current Member, Orange County School Boards Association (OCSBA)
Participant, CSBA's Annual Education Conference / Legislative Conference (9+ attendee)
Recipient, Marian Bergeson Award - 2010-11

Why are you interested in becoming a Delegate and what contribution do you feel you would make as a member of the Delegate Assembly?

I am interested in continuing my role as a Delegate because it is important to 1) help lead the discussion for setting long-term policy for CSBA, 2) stay current regarding CSBA's Legal Alliance, and 3) bring back timely and critical information to my colleagues.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Sharon Wallin Date: 12/16/11



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Abby Bickford, Director, Support Services

SUBJECT: **Revision to Board Policy 3541.2 and AR 3541.2
Transportation for Students with Disabilities**

DATE: February 6, 2012 – for February 16, 2012 Board Meeting

BACKGROUND

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

The California Department of Education has recently released new guidelines in reference to Transportation for Students with Disabilities. These guidelines are to be utilized by the IEP teams when determining required transportation for a Special Ed student. We are adding relevant language to Board Policy 3541.2 and AR 3541.2: Transportation for Students with Disabilities to include the new guidelines. New language is in bold.

RECOMMENDATION

The Superintendent endorses the updates to Policy 3541.2 and AR 3541.2 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

/sb
Attachments

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

The Board of Trustees shall ensure that appropriate transportation services are provided for students with disabilities. The Superintendent or designee shall make home-to-school transportation available for these students at no cost to parents/guardians/guardians in accordance with the federal Individuals with Disabilities Education Act and/or Section 504 of the federal Rehabilitation Act of 1973.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 3260 - Fees and Charges)

(cf. 3540 - Transportation)

(cf. 3541.5 - Alternative Transportation Arrangements)

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

(cf. 6159 - Individualized Education Program (IEP))

(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

(cf. 6164.4 - Identification of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures should not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall establish administrative regulations setting forth criteria for determining the most appropriate mode of transportation for an individual student. **Such criteria shall include the coordination of regular transportation and special education transportation, the student's safety and health needs and the extent to which transportation arrangements may help the student develop independent mobility skills.**

Students shall not be transported in any mobile seating device that is not compatible with the bus securement system. The Superintendent or designee shall provide procedures for ensuring this compatibility before the district initiates the student's transportation.

When a student receiving special education or Section 504 services is excluded from school bus transportation, the Superintendent or designee shall provide alternative transportation at no cost to the student or parent/guardian.

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Legal Reference:

EDUCATION CODE

38028 *Payment of transportation cost*

38057 *Guide dogs, signal dogs and service dogs on bus*

41850-41854 *Allowances for transportation*

48209-48209.16 *Alternative interdistrict attendance program*

48915.5 *Expulsion of students with exceptional needs*

56327 *Assessment for special education and related services*

56345 *Individualized education program*

56221 *Adoption of policies*

56366 *Nonpublic nonsectarian schools or agencies*

56366.1 *Waiver of requirements under section 56365 and 56366*

CODE OF REGULATIONS, TITLE 5

15050 *Transfer of funds to child development fund and development center for handicapped pupils fund*

15243 *Physically handicapped minors*

15271 *Exclusion from report*

UNITED STATES CODE, TITLE 20

1400 *et seq. Individuals with Disabilities Education Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504*

Management Resources:

CDE MANAGEMENT ADVISORIES

0500.92 *Implementation of Special Education Transportation Apportionment (#92-02)*

Alternative Transportation Arrangements for Home to School or Special Education

The District may provide for the transportation of pupils to and from school by contracting and paying for the transportation of pupils to and from school by common carrier or municipally owned transit system, or may contract with and pay responsible private parties for the transportation.

In lieu of providing transportation, the Superintendent or designee may authorize the reimbursement to the parents or guardian of the pupil a sum not to exceed the cost of actual and necessary travel incurred in transporting the pupil to and from the regular day schools of the district. A payment may not be made pursuant to this section unless it will be more economical to make the payments than to provide for said transportation.

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Legal Reference:

EDUCATION CODE:

*39800 Powers of governing board to provide transportation for pupils to and from school; definition of
“municipally owned transit system”*

39806 Payments to parents in lieu of transportation

39807.5 Payment of transportation cost

41850-41854 Allowances for transportation

48915.5 Expulsion of students with exceptional needs

GOVERNMENT CODE

3540-3549 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

15242 Excessive distance and relatively few students

CODE OF FEDERAL REGULATIONS

34 C.F.R. 300.34

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Transportation Service Guidelines for Students with Disabilities

Individual Education Program (IEP) teams or Section 504 committees may authorize appropriate special transportation to and from school for students when that service is required to assist a child with a disability to benefit from special education. Appropriate transportation service is determined by the IEP team's consideration of all means of transportation, general education, special education, student's safety and health needs, and the extent to which transportation arrangements may help the student develop independent mobility skills.

Special education transportation is defined in federal regulation (34 CFR. Section 300.34) as a related service. Transportation is required to be provided if it is necessary for the student to benefit from special education instruction. In addition, as required for any special education program, the service must be provided to meet the criteria for a free, appropriate public education.

Transportation includes, but shall not be limited to, specialized equipment (such as special or adapted buses, lifts, ramps) if required to provide special transportation for a child with a disability. The student's IEP team shall make the determination as to whether a child requires transportation as a related service.

The California Department of Education has developed Special Education Transportation Guidelines which are to be utilized by IEP teams when determining required transportation. California Education Code 41850 (d) defines "special education transportation" as either:

- "The transportation of severely disabled special day class pupils, and orthopedically impaired pupils who require a vehicle with a wheelchair lift, who received transportation in the prior fiscal year, as specified in their individualized education program"
- "A vehicle that was used to transport special education pupils"

Transportation is a DIS service. Students will receive services that are appropriate to serving them safely in the least restrictive environment.

1. In keeping with the goal of servicing students in the least restrictive environment, the District may serve students with special needs on one of the variety of school buses due to operational reasons.
2. Transportation for students with mild-moderate needs may be provided to those students not attending their home school (school of residence) due to placement recommendations made by the IEP team.
3. Students with mild-moderate classroom placement, who are placed via an IEP in a District program, other than at their home school, are eligible for transportation services.

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

- 4. The level of transportation services will be determined by the Director Support Services or Designee for grades K-3.**
- 5. The level of transportation services will be station to station in grades 4-8 unless other determined by the Director Support Services or Designee.**
- 6. Exceptions to these guidelines must be addressed in terms of goals via the IEP team.**
- 7. The District does not provide transportation to day care facilities outside of District boundaries.**

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

IEP teams or Section 504 committees shall authorize appropriate special transportation to and from school for students who have:

1. An orthopedic or other physical disability or handicap that significantly impairs mobility.
2. A severe sensory impairment, such as full or partial blindness or deafness, which puts their safety and well-being at risk.
3. A significant delay in social, emotional or cognitive development, as documented by appropriate assessment data, which puts their safety and well-being at risk.

When authorizing this transportation, the IEP team or Section 504 committee shall consider all of the following:

1. The student's safety and health needs.
2. The extent to which transportation arrangements may help the student develop independent mobility skills.
3. The coordination of regular transportation and special transportation.

Students eligible for special transportation may receive such transportation to and/or from a child care provider located within the district.

The district shall provide special transportation to and from alternative sites or clinics where the student is scheduled to receive a related service included in the student's IEP.

Special education students who do not meet any of the above criteria may use regular home-to-school transportation. A student who would otherwise not be eligible for special transportation may receive such transportation if assigned to a site other than his/her neighborhood school for the purpose of receiving special education.

Students admitted to a special education program in the district on an interdistrict transfer agreement must, as a condition of attendance, arrange for the district or SELPA of residence to provide any necessary transportation.

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Executive Director, Personnel
SUBJECT: Revised Declaration of Need 2012-2013 School Year
DATE: February 6, 2012

BACKGROUND

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

IMPACT

The revised Declaration of need will allow for all Special Education positions to be staffed with appropriate credentials, emergency credentials, or credential waivers.

RECOMMENDATION

The Board of Trustees approves the revised Declaration of Need for all Special Education positions.

va

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

January 12, 2012

MINUTES

President Ian Collins called the regular meeting of the Board of Trustees to order at 6:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Ian Collins	President
Christine Allcorn	President Pro Tem
Sandra Crandall	Clerk
Jimmy Templin	Member
Judith Edwards	Member

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

AGENDA APPROVAL

Second: Mrs. Allcorn

Vote: 5-0

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

PUBLIC COMMENTS

Mr. Collins announced that the Board would retire into Closed Session. No 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.

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

PLEDGE OF

Girl Scout Troop 1628 led the Pledge of Allegiance.

ALLEGIANCE

SPECIAL PRESENTATIONS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board joined Ms. Adams in recognizing six outstanding students from Tamura School. Those students recognized were: Riley Pace (K), Anabel Irwin (1st), Emma Chavez (2nd), Ryan Rodriguez (3rd), Julie Cavanaugh (4th), and Haley Wittick (5th).

RECOGNITION OF
STUDENTS FROM
TAMURA SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board joined Mrs. Davis in recognizing seven outstanding students from Newland School. Those students recognized were: Lena Nguyen (K), Mason Speirs (1st), Madison Klasey (2nd), Kaitlyn Klasey (2nd), Cianna Curcio (3rd), Sam Anderson (4th), and Amelia Chung (5th).

RECOGNITION OF
STUDENTS FROM
NEWLAND SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Tamura School, the Board joined Ms. Adams and PT President Mr. Baker in recognizing and thanking Christie Araiza and Christy Bell.

RECOGNITION OF
PARENT VOLUNTEERS
FROM TAMURA SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Newland School, the Board joined Mrs. Davis in recognizing and thanking Elena MacDonald and Michael Woolbright.

RECOGNITION OF
PARENT VOLUNTEERS
FROM NEWLAND
SCHOOL

BOARD REPORTS AND COMMUNICATIONS

Mrs. Crandall extended her congratulations to the Newland and Tamura students and parent volunteers honored this evening. She enjoyed attending Moiola's Special Person Day as well the Rotary Most Improved Student Recognition, which included the honoring of a student from Moiola School. She was able to witness the devastation at Tamura School and noted the many families and staff working together with Maintenance to clean up. She attended the 10th annual Lunar New Year celebration at Tamura School and noted the high engagement on the student's part at this event which was well coordinated by the Tamura staff. She also attended the Community Volunteer Academy's meeting where an update on the progress of new speakers was

BOARD REPORTS AND
COMMUNICATIONS

discussed. She reported that in March an OCDE speaker will present on brain research. She also attended a meeting with the District auditors regarding the 2010-11 audit and was pleased to report that the audit was totally unqualified with no misstatements and those misstatements from a year ago were corrected. She enjoyed the Educational Foundation's meeting, noting that teacher grant applications are out and due back by February 1st. She also noted the numerous music concerts as a part of the Festival of the Arts during March. She attended a meeting of the Chamber of Commerce's Education Committee and noted that April 19th has been selected as the date for the next Student in Business Day to be held at Fountain Valley High School. She noted that the participation of our middle school has not yet been determined. She also enjoyed the Chamber of Commerce luncheon where new officers were installed for 2012 and she attended the teacher training with Dr. Kevin Feldman at the District Office.

Mr. Templin wished everyone a happy New Year and noted that he has been working through the school boundaries issue. He noted that he appreciates the emails and opinions that have been shared. He met with Mrs. Allcorn and Mr. McMahon regarding school closure and discussed new ideas on what they think is best. He also met with Dr. Ecker and has spent a great deal of time working on what hopefully is the best solution to school boundaries.

Mrs. Edwards wished everyone a happy New Year. She noted that before the holiday, she enjoyed the Fountain Valley Middle School Singers' performance as well as the Holiday Breakfast at the District Office. She met with Mr. McMahon regarding the school boundaries as well. And she noted her plans to attend Dr. Feldman's training at the District Office tomorrow.

Mrs. Allcorn met with Mr. McMahon regarding school boundaries and noted that she is anxious to hear his report tonight as well as hear from the community. She noted that it is nice to have Tamura staff and families here as it's like coming home for her. She noted that her family went to Tamura after the break-in and had the opportunity to help clean up some of the classrooms. She noted that it was good to see the staff there, but not good to see the mess. She enjoyed McTeacher night at McDonalds and noted that it was very successful. She also noted staff development at her school regarding Common Core Standards coming to school districts in 2014. She noted these new standards will be laid on top of 100% proficient students and

focus on critical thinking, problem solving, communication, collaboration, creativity and innovation. She noted that it will be exciting as we move into this and look at these common core standards.

Mr. Collins noted that regarding Tamura, those that vandalized the site were caught and will face restitution. He noted that this was not taken lightly by the District. He noted that he recently presented to the Huntington Beach City School District Board of Trustees. He also attended Dedra Norman's retirement and enjoyed the performance of the Middle School Singers. He was a chef at the District Office Holiday Breakfast and also enjoyed Gisler's Special Person Day, a meeting of the Corporate Committee for Education Foundation, and stopped in on Dr. Feldman's training. He thanked Mr. Eldridge for meeting with Judy and him and wished everyone a happy New Year.

STAFF REPORTS AND PRESENTATIONS

Mr. McMahon provided the Board with a review of the proposed revisions to school boundaries. He explained that the concerns over the size of some of our schools and seeing that we are up to our maximum at some sites, like Masuda and Fulton while we still have room at others, like Talbert, have been present for many years. He noted that this is a difficult subject and one that there are many opinions about. He noted that the District wants to make sure that it does not eliminate the 18% that come to us from outside the District but also wants to keep neighborhoods together and find a solution that would last the District for a while. He noted that the District also wants to continue with school choice options for parents. He explained the four proposed options including option 1, the recommendation of the School Boundary and Closure Committee; option 2, a variation of option 1 that addresses the split of the Courreges community; option 3 which keeps whole elementary schools together and advancing to the same middle schools; and option 4 which combines the elementary boundaries of option 1 and 2 but the middle school boundaries of option 3. He also explained the enrollment by each of the options, noting some difficulties in each option including option 1 which causes over enrollment in Newland, as with option 2, but offers an exchange in some spots between Fulton and Talbert, causing over enrollment in Talbert. He explained that option 3 creates over enrollment at Talbert, the same as option 4. He noted that these are not the exact enrollments that will take place as there will be some transfer requests. He also noted that we can control to an extent the

REPORT ON PROPOSED REVISION TO SCHOOL BOUNDARIES

number of new transfers from outside the school so that we can be closer to the maximum enrollment at each site. He reviewed the current boundaries as well as the new boundaries involved in each of the proposed options. He explained that the next steps include the Board's decision, transition planning, notification of assignments to parents, an open choice period between March 1st and April 2nd that will allow those that do not like their assignment to turn in a transfer request, April notifications of those transferred, finalization of student assignments, staff reassignments in May, and movement of staff and materials over the summer. He noted that the earlier the Board makes a decision the better for the District as we try to plan for the future.

Mr. Templin questioned regarding option 4 whether this option would make Newland too large and Oka too small. Mr. McMahon explained that Oka would be okay would this be the chosen option. Mr. Templin noted that Oka would have room to grow. In looking at the boundary proposed in Option 4 compared to the current boundary, Mr. Templin suggested instead splitting the difference, only moving the boundary a quarter block, leaving half of those currently attending Newland still at Newland and taking the rest to Oka. He noted that this would change the estimated enrollments to 408 at Newland, under the maximum enrollment, and 460 at Oka, also under its maximum enrollment. This would essentially be moving less people from one school to another. Mrs. Edwards noted that this would still be moving people. Mr. Templin agreed, noting though that it would be only half as many.

Dr. Ecker noted his understanding that Mr. Templin is speaking of the wash area, with the boundary west of Bushard. Mr. Templin agreed. Dr. Ecker noted that at the current time with our current boundaries, many of these residents in this area attend Newland. He explained that Newland is a Special Education center for the district with numerous sundry programs using its rooms that could remain there or not. It is a site built originally for 800 students. But since its building, many of the rooms have been turned into labs, media centers, etc. which reduce its enrollment capacity. By reducing Newland's numbers down quite low it would reduce the ability of this board or any future board to make substantive changes if there were changes to the Special Education program there. There would be numerous empty rooms at the site if there were to be changes to the Special Education program there. He noted that considering this is a decision for the long term, the board would not want to create a boundary now that would prevent natural draws to the site in the future.

Mr. Templin noted the red number indicating an over enrollment at Newland with this option. Mrs. Allcorn explained that there is a red number or over enrollment involved in each option noting that potentially in each option there could be an issue but that the Board will just have to come up with a different solution if they choose a particular option. Mr. McMahon explained that with any of the options, the red numbers can be worked with. He explained that staff is not presenting any option to the Board that they cannot work with. He noted that the one thing that is more of a concern is that if everyone that is assigned to Talbert decides to go to Talbert, there may be some difficulty there, but there are certainly lots of options at Newland that we can work with there. Dr. Ecker explained his point that the District at this time is heavy in the north, along with having the potential to draw more students from the north. Mr. Templin noted that although the chart shows that option 4 is potentially bad for Newland, there actually is more room at Newland than noted. Dr. Ecker agreed, explaining that this is true only if the board creates boundaries that would naturally draw to Newland.

Mr. Collins noted that in this first year, it has been explained that if a student is in a school they can continue to go to that school despite the changing boundaries and so these numbers are not hard and fast. Mr. McMahon agreed, noting that these are accurate estimates although they are loose especially when considering that we are giving parents options to select alternative sites and there will be movement.

Mr. Collins noted his understanding that the largest middle school when considering acreage is Talbert, while Masuda is the smallest although, Masuda is rather crowded and uses several portables. Mr. McMahon agreed noting that there are four portables there that the district is renting and would like to see a decrease in this.

Mr. Collins asked the total number of inter-district transfers into the district. Mr. McMahon explained that there are 650 elementary students and almost 400 middle school student transfers. Mr. Collins noted that this is because we are an attractive district and without these students, we would need to close another school. Mr. McMahon agreed, noting that without the transfers it could mean needing to closing even two schools. Mr. Collins noted the importance of looking at these estimates as not absolute but more importantly to look for a solution that provides long-term viability for our district.

Mrs. Crandall noted that she too met with Mr. McMahon and noted her concern of meeting the long-term goals for the district. She noted that based on her calculations, we will have 769 8th graders promoting to high school this year. This number is

folded into our current enrollment. She also looked at those going from 7th to 8th, 6th to 7th and even further, considering if we were able to hold onto our entire Kindergarten enrollment, where we would be at nine years from now. She noted there is a significant difference, speaking to the fact that these numbers are not firm and also to the fact that these plans will allow us room to accommodate these students. She noted this because with the 769 8th graders promoting, we only have 526 Kindergarteners, due to a number of reasons including birth rate decreases, the economy, etc. She noted that these plans do accommodate for the long-term, despite the numbers not being hard and fast. She further explained that the number of 5th graders going to 6th is only 647, a difference of 100 or so from the 8th graders promoting this year. These plans also allow long-term accommodation our inter-district transfers, which generates ADA funds for the district. She noted that she has attempted to look at these plans in both the long-, short- and mid-term for the district.

Mr. Collins noted his understanding that Mr. McMahon has spent countless hours on the development of these options and noted that the parents of the district appreciate his taking the time to look at what works best for the majority while keeping in mind the long-term goals of the District. He thanked Mr. McMahon.

PUBLIC COMMENTS

5 members of the community addressed the Board of Trustees on the proposed school boundary revisions.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Mr. Collins noted that originally the Board was considering taking action this evening regarding school boundaries. He polled the board to see if they would agree that given that option 4 was a late addition for their consideration to postpone action on this item until a special board meeting on January 31st. The Board was in agreement to postpone this.

**SETTING OF NEW
SCHOOL
ATTENDANCE
BOUNDARIES**

Motion: Mrs. Crandall moved to postpone action on Item 6: Setting of New School Attendance Boundaries until a special board meeting January 31, 2012.

Second: Mrs. Edwards

Vote: 5-0

Motion: Mrs. Edwards moved to approve Item 7:

RESOLUTION OF

Resolution of Appreciation to Counselors Sandi Logan and Allyson McFerran in Recognition of National School Counseling Week: February 6-10, 2012.

Second: Mr. Templin

Vote: 5-0

Mr. Collins noted that we previously had counselors at each site, and it is criminal that we no longer can afford to have this but, he noted that the two that we do have are outstanding and do a wonderful job.

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

Second: Mrs. Allcorn

Vote: 5-0

APPRECIATION TO
COUNSELORS SANDI
LOGAN AND
ALLYSON
MCFERRAN IN
RECOGNITION OF
NATIONAL SCHOOL
COUNSELING WEEK:
FEBRUARY 6-10, 2012

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

The Consent Calendar included:

- Board Meeting Minutes from December 8th annual organizational meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers
- Approval of Williams Quarterly Report for Second Quarter 2011-12
- Approval of Rejection of Claim 457869
- Approval of Addendum to District Local Education Agency Plan
- Adoption of Resolution 2012-11: Authorization for Teacher Credentials 2011-12 School Year
- Approval of Pivot Learning Partners: Principals Collaborative Program
- Approval of Receipt of Fountain Valley School's District Initial Contract Proposals for 2012-13
- Approval of Receipt of Fountain Valley Education Association's Initial Contract Proposals for 2012-13
- Approval of Financial Audit 2010-11

NEW ITEMS OF BUSINESS

- Mrs. Allcorn Noted that there will be a screening of *Race to Nowhere* on January 26th at the Huntington Beach Union High School. She noted although she had not yet seen it, those who have seen it have noted that there is a powerful message there.
- Mr. Collins Noted that there is a 5K Run sponsored by the Fountain Valley Community Foundation on Saturday, February 11th. 100% of the money raised goes directly back to the schools that participate.
- Dr. Ecker Congratulated Mr. Collins on successfully leading his first meeting as president.
- Dr. Ecker Noted regarding Tamura and the comments made this evening that he too spent much of the weekend at Tamura watching the great number of heroic people helping to clean up. He thanked Joe Hastie and his staff as well as the teachers and staff that came out to help. He also thanked Eddie Baker, the PT President, and the police department for their work and investigation. He thanked Mr. McMahon for his work with our insurance. He noted the tremendous amount of work done to clean-up and that it was very much a team effort. He also thanked the HBUHSD and FVHS, noting that both Superintendent Plutko and Principal Herzfeld contacted his office to let us know that their ASB is working on putting something together for Tamura to show that not all high school students are bad ones.
- Dr. Ecker Noted that he too attended Dr. Feldman's workshop and that it was great to see such a vibrant and practical presenter. He noted that the teachers are excited and we will see results from this training. He noted that he is looking to see many more teachers here tomorrow.
- Dr. Ecker Thanked the Board for taking on the issue of school closure and boundaries and noted that for the long-term benefit of the district, it is

important to take this opportunity to balance enrollment at our sites and develop viable boundaries. He thanked the School Boundaries and Closure Committee who worked so diligently on behalf of the district and noted their recommendation is the result of many hours and has allowed the development of additional options. He noted that postponing action tonight allows the Board additional time to review and consider all of the options.

Mr. Collins Thanked the parents present this evening for attending and for their input.

ADJOURNMENT

Motion: Mrs. Allcorn moved to adjourn the meeting at 9:26pm.

Second: Mr. Templin

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

January 31, 2012

MINUTES

President Ian Collins called the special meeting of the Board of Trustees to order at 6:30pm.

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: Mrs. Crandall moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Templin

Vote: 5-0

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

PUBLIC COMMENTS

Mr. Collins announced that the Board would retire into Closed Session. No 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.

The public portion of the meeting resumed at 7:10pm.
Mrs. Crandall led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

BOARD REPORTS AND COMMUNICATIONS

Mrs. Crandall enjoyed school tours of Newland, Tamura, Oka and Plavan. She noted that it is wonderful to see the hard work of our students and the efforts of the teachers at all of these sites. She presented the latest Community Volunteer Academy for parents on math for Kindergarteners and 1st graders. She also attended the Chamber of Commerce luncheon where the State of the City was discussed.

BOARD REPORTS AND COMMUNICATIONS

Mr. Templin noted that along with his new responsibilities at work he has been enjoying the continued emails and phone conversations regarding the proposed school boundaries. He noted that this is a new experience for him and apologized for getting carried away at the last meeting. He explained that he was excited to have a candid conversation about the options and get feedback on them and he did receive a lot. He noted his understanding that Brookhurst remains a concern for a lot of parents.

Mrs. Edwards enjoyed site visits with Mr. Collins and Mrs. Crandall and noted that Plavan has amazing things going on including Authors' Day and their ST Math Lab. She noted that two 5th grade boys led their tour and did a wonderful job.

Mrs. Allcorn enjoyed Dr. Feldman's presentation and noted that indeed the Fulton teachers are putting these practices in place. She also enjoyed participating in the Fresh 'n' Easy fundraiser noting that it was great to see the community and raise money for the school.

Mr. Collins also enjoyed tours of four schools and noted that it is a joy to see the kind, caring and loving attitude of the teachers. He also attended an SPC meeting noting that it is good to hear from the leadership of our PTO/As and what they are doing at our schools. He attended a Masters in Governance class on student learning as well as the PTO meeting at Talbert School.

PUBLIC COMMENTS

4 members of the community addressed the Board of Trustees on the proposed school boundary revisions.

PUBLIC COMMENTS**LEGISLATIVE SESSION**

Mr. Collins noted that he would like to hear the Board's thinking

SETTING OF NEW

on each option. He reminded the Board of criteria used for basing the setting of new school boundaries for the district including long-term relative population equity; and to the degree achievable, geographic equity in the district; to provide room for inter-district transfers, and to mitigate the negative impacts for families.

SCHOOL ATTENDANCE BOUNDARIES

Mr. Templin noted regarding option 1, his concern over what this option does for one fifth of any elementary school, in that they will not be able to go to same middle school as the rest of the school. He noted that it is for this same reason, amongst others, that he does not care for option 2 as this same thing occurs but instead shifting the problem from Courreges to future Gisler students.

Mrs. Crandall noted that option 1 is problematic in that it does not accomplish the long-term goals of the district, as well a possibility of over-enrollment at Talbert under this option, and the feeding of all elementary schools to multiple middle schools is also somewhat of a drawback. She noted her understanding of trying to balance the north and south and finding a midpoint, but noted that she does not feel that this option accomplishes our long-term needs. She noted her willingness to take this option off the table.

Mrs. Edwards agreed noting that she felt this option is too limiting. She noted that while she does feel the committee did a lot of good work, this option is creating more problems than it is fixing.

Mrs. Allcorn agreed noting her feeling that all of the kids going to that same middle school is a valuable piece of the puzzle to look at and option 1 does not have this. She noted that she is also willing to take this off the table.

Mr. Collins agreed noting that in looking at the district, Ellis is the geographic dividing line and can see where the committee came up with this option with this idea in mind but, this doesn't meet the long-term goals of the district and is problematic with a small percentage going to a different middle school. He noted that he too was willing to take option 1 off the table.

All agreed to take option 1 off the table.

Mr. Collins asked for input on option 3.

Mrs. Allcorn noted her concern with what option 3 does to the numbers at Newland. She noted that this option reduces the numbers there and considering the long-term goals, we want to look to the south and to slowly feed families to Newland, Oka and Talbert. She noted her other big concern in that option 3 divides Moiola into four sites. If we can move all the Moiola students into one campus it would ideal. She noted her understanding of the safety concerns and added that when looking at our kids and what

is safe and best for them, a healthy district is what is best for them so that the State does not come in and take over the district; distributing the students equally is the best for them.

Mrs. Edwards noted that she did not like the dividing of Moiola into four sites as well. She noted that while option 3 accomplishes some of our goals, it creates other problems and while initially she thought it was best, she is concerned with the issue of dividing Moiola.

Mr. Templin noted that he likes option 3; with 3 and 4 being his favorites. Option 4 does not have the issues of option 2. He noted his understanding of the transition plan that while we closed Moiola, and this is horrible, all of the Moiola students get to pick which school they get to go to. This is not to say that these boundaries do not apply to them but, if they all decide to go to a certain school, they can. He explained that this mitigates his concerns of what option 3 does to the Moiola families. He noted that looking at boundaries is more looking at the future while the transition plan is looking to the current needs of the current students. He noted his appreciation of the presented data on safety regarding option 3 and noted that he does not like being held hostage to Brookhurst and explained that option 3 has a lot of limitations with the long term stability of the district. He explained that our numbers are at a place to where we could look at closing two schools, but we do not want to have to do that. We typically draw the most transfers from the north and so we need to fill our southern schools with our resident students. He explained that if he felt that some of our southern schools were bad, then he could not say that but, these schools are great and we need to do what we can with our current population to prevent closing another school in five years.

Mrs. Crandall noted that the elementary boundaries of option 3 do not meet long-term goals in terms of Newland and Oka. She noted that the last time the district redrew boundaries was 21 years ago and the district has only had to do this perhaps four times in a century. By choosing option 3, we will be forced to look at redistricting again in two to three years to equalize this. So, she explained, this is a large concern. She noted that drawing from a large geographical area today is what the district is faced with. She explained that she spent three hours on Sunday driving the affected areas to see traffic patterns, distances etc. and noted that at this time, these are not things that we can change. We need a larger area to populate and utilize our schools effectively. But three concerns came from the parent community. She noted that the first was the Boys and Girls Club and after school care for those Gisler children attending the Kingston branch and if new boundaries would cause them to have to go to the Delaware

branch. She called the Boys and Girls Club and found that the busing pattern would cause these students to be reassigned to the Delaware branch, however, she found that the person that deals with the Kingston branch also deals with the Delaware branch and this same director does the hiring and firing at both locations. In addition, the programs are the same at both, although housed in separate buildings. Although, regarding the theatre program held at 5pm or 6:30pm, most of the participants are not Boys and Girls Club members. Regarding the performing arts, gymnastics, and martial arts programs, these are held off of Slater and the Boys and Girls Club transports the participants back and forth during their club time. Regarding the preschool program off of Slater, this program also draws from numerous cities and parents are responsible to get students to and from school. She noted that looking at all of this, she feels comfortable that while we are asking the 30 or so students involved in this program to move, we are not asking them to accept an inferior program. In addition, regarding property values, she called the realtor that spoke to the Board and asked how he arrived at figure of \$10,000 as a decrease in property value. He explained to her that this amount is an adjustment based on the market and can fall into a range +/- \$5,000. She explained that this is an estimate obtained when compared to a school that is inferior. She noted that there have been only two concerns regarding the quality of our schools throughout this entire process; every other comment has not challenged the quality of our schools. She then asked who and how is an inferior school determined to which he explained that it is not done by the realtor but by the public, based on the rankings from newspapers, word of mouth, internet, etc. and it is not the realtor's job to prove or disprove it, it is simply a market perception. She asked what percentage of buyers are solely school-centric, meaning that they buy just for the school in the area and he explained that this is impossible to know, but in looking at search patterns, it begins with the number one desire to live close to the water, creating concentric circles. However, he explained that if we are looking at 10 buyers that are school-centric, for example in the Courreges-Fulton area, he felt that they would favor the school over any other consideration in purchasing. She asked if it would make a difference if potential buyers knew of current student performance data regarding each school and while the realtor said yes, he stated that it is not something the public is aware of right now. She noted that perhaps this is something that we can look into in getting these perceptions corrected. She noted that the third issue raised by parents regarding new boundaries is safety and noted that the Board takes this very seriously. She explained that in her

research she started with the Public Works Director in Fountain Valley and looked for his counterpart in Huntington Beach to discuss the intersection of Brookhurst and Adams. She spoke with the Transportation Manager for Huntington Beach regarding the claim that the Board received from the public stating that Brookhurst and Adams was the fifth most dangerous intersection in nation. She noted that this claim is from a survey done 10 years ago by State Farm Insurance, based only on their own clients that filed claims as a source for their data. She noted that if this is the fifth most dangerous intersection in the nation, it certainly must be the most dangerous in Huntington Beach and sought research regarding this, finding that this is not the case. She noted that in Huntington Beach's most recent survey, the intersection of Brookhurst and Adams does not even show up in the statistics of the most dangerous intersections in Huntington Beach. She noted that there may have been mitigations to resolve the problems at this intersection, but the dangers seem to have gone away. She wanted to be sure that the public was aware that this concern was taken seriously and researched. As with the school closure, the Board has no preconceived notions of where this will come out; they simply ask the questions and see where it will come out. Regarding option 3, she noted that she does struggle with its addressing of the long-term goals of the district. Mrs. Edwards asked Mrs. Crandall if in her research she found that it is true that the District now pays crossing guards, rather than the City.

Mrs. Crandall noted that yes this is true. She noted that both Huntington Beach and Fountain Valley follow the same procedure regarding crossing guards. For example at Brookhurst and Yorktown, there are only 8 students crossing. So they do not have a crossing guard. But they put in a left turn signal that mitigates the concern at that intersection. She noted that it simply takes a call from the school district to the city to have them agendize this and look at this for specific intersections.

Mr. Collins noted that he received 50 or so emails from Gisler parents with a passion for their school, wanting to continue at their school. He explained that Dr. Ecker and Mr. McMahon presented last night at Gisler and stated that no matter what boundaries are selected, transfer requests would be honored. Regarding safety, he explained that as a former principal, he lobbied for a crossing guard. He noted that the City comes out unannounced twice in response to the request and if they do not have enough students crossing at the intersection, they will not put a crossing guard there. He noted that those living south of Yorktown transport their kids to Gisler because they have to cross Yorktown and then Garfield to get to Gisler. He noted that he

toyed with option 3 but noted that he must side with his colleagues regarding the long-term goals of the district and the goal of equity in population in the district. He noted that some people have put out perceptions of individual schools in the district, something that really upsets him. He noted that Oka is a Blue Ribbon school. He noted that Gisler is also a wonderful school, noting that his grandkids went there and had a wonderful experience. He also has grandkids at Masuda and Talbert, all speaking highly of their school. He noted that this perception that one school is better than another must stop. We need to do our job here to educate our public as to how great all of our schools are. He noted that one thing that came up with the closure of Moiola was the idea that certain programs are there that are not elsewhere, but this is not the case. Those that are at Gisler that have sent their kids to Talbert have had wonderful experiences. This is also the case at Fulton and Masuda. He noted that no one has addressed this issue and it must stop. The long-term goal is equity at our schools, and providing room for inter-district transfers is a fiscal reality that we cannot just brush aside. He explained that given this paired with the Moiola kids going four ways, he cannot vote for option 3 with good conscious despite the many positive arguments that parents have made. He asked if there was any other interest in option 3 staying on the table. Mr. Templin noted that he does not want to remove option 3 yet, as he likes option 3 better than option 2 and therefore would like to keep option 3 alive.

Mr. Collins noted the recommendation of superintendent for option 2 or 4.

Dr Ecker suggested that as the board has not yet had a full discussion of options 2 and 4 they might want to explore both of these options more and after this discussion call for a motion and vote.

Mr. Collins agreed and opened the discussion of option 2.

Mrs. Allcorn noted that option 2 and 4 are similar except that with option 4, one portion of the former Moiola students would go to Gisler, and all of Gisler will go to Talbert and all of Courreges will go to Fulton. She noted that she likes option 4 because it does not split any elementary schools into different middle schools, as well that option 4 does a better job in distributing our population to the various elementary schools and allowing us to maintain our long-term goals of equity and freeing up spots in the northern schools for inter-district transfers.

Mrs. Edwards noted that regarding option 2, it is this quartile that she has trouble with. She noted that we have to be careful about our southern boundaries and keeping our numbers high. She noted her opinion that option 4 is better.

Mr. Templin reiterated that we are not placing numbers over children's lives, and the board is taking this very seriously. He noted that it would be worth reaching out those in the community that feel this way to see what we can do about making crossing intersections safer. He noted though that if the board does chose option 3 for concerns of safety, we will end up closing another school in 5 years.

Mrs. Crandall noted that option 2 and 4 both help with Moiola in that students from there are not split into four separate sites. She explained that in option 2, Gisler students go to both Fulton and Talbert, although this could be mitigated by the inter-district transfer policy if necessary and noted that currently Gisler is split between Masuda and Talbert and there have been no complaints about this split over the years. She noted that option 2 and 4 recognize the original committee's effort for a midpoint for the district but with option 4 there is a much larger geographical area feeding Talbert. She noted her concern about this putting Talbert at 693 students, 60 over the enrollment capacity. She noted that option 4 does have all elementary schools feeding into only one middle school which does give continuity for the students. She noted the concern for Talbert students and the potential 70/30 split regarding the high schools that they would go to, pointing out that option 4 would make the split more equal as far as who went to southern high schools versus Fountain Valley High School. She noted that option 2 increases the enrollment at Newland and Talbert as well as allowing for space at all of the schools for parents to select alternatives. She noted that this is one of big advantages to option 2 over 4 however; the district also has 18% of our students coming from outside the district. She explained that although we do need this, she feels strongly that that district parent community needs to come first and because of this, if we need to release any, it should be the inter-district transfers. She noted that although the two options are close, she favors option 2 for its more efficient operations of our schools. Mr. Collins noted that he is also leaning toward option 2, as it best serves the needs of the district both long-term and at the middle schools. He noted that the only thing he does not like about this option is Gisler students having to go to both Fulton as well as Talbert but, as Mrs. Crandall said there is an opportunity for transfers. He noted the previous concerns about students going from Talbert and then onto Fountain Valley High School and noted that he does not understand this concern. He explained that there is the option of going to either high school; both are excellent schools and many at Talbert have done this in the past. He noted that the students adapt quickly and this is a part of growing up. He noted that he is leaning toward option 2.

Mr. Collins opened the discussion of option 4.

Mr. Templin noted that option 2 and 4 are the same, except for option 4 and the one quadrant discussed. He noted that he is more comfortable with option 4. He noted that good points have been made, and one reason that he prefers option 4 is due to the good feedback that he received.

Mrs. Crandall noted that she did not have anything more to add as she already discussed option 2 and 4 at the same time.

Mrs. Edwards noted that she prefers option 4 to 2 although that she could go with either one.

Mrs. Allcorn noted that she likes option 4 as it maintains the unity of the elementary schools going on to the same middle school but noted her understanding that kids make new friends. She explained that at the welcome 5th graders orientation last year at Talbert there were a lot of Newland and Oka kids, but only 6 or so Gisler kids and while the Newland and Oka kids were cheering together, the Gisler kids were somewhat left out. She noted that she is sure that Mrs. Robinson would attest that that this gone and now all consider themselves Talbert Thunderbirds. She noted that she could live with option 2 but that she likes option 4 better.

Dr. Ecker provided suggestions as to how to go forward from here and with this Mr. Collins asked if there was any board member willing to go forward to make a motion on any one option.

Motion: Mr. Templin moved to approve Item 1: Setting of New Attendance Boundaries, **Option 4**

Second: Mrs. Edwards

Vote: 3-2 (Crandall, Collins)

Mr. Templin noted his concern that some board members may have been leaning more towards option 2 and that he did not want this to be about who moved first. In response, Mrs. Crandall noted that as the public watched the board in its discussion, it was clear that options 1 and 3 had the majority of the board concerned and it was down to options 2 and 4. She noted that although she would prefer option 2, she is happy to support her fellow board members on their majority win for option 4.

Mr. Collins echoed her sentiments noting that it is obvious that the superintendent and staff feel the same and so the board can work with them going forward on option 4.

Dr. Ecker explained that staff brought forward options 2 and 4 because either one meets the goals stated earlier; they are very close together and one just a corollary of the other. The reason for the development of option 4 was simply because there was an

interest in keeping the elementary schools together going to one middle school, despite knowing that with our inter-district policy this does not always happen. He explained that staff feels good about implementing either of these options consistent with our goals.

Mrs. Crandall thanked the public for doing something quite noble in delaying speaking of boundaries issues until the closure decision was made, noting that this was extremely respectful. She noted her concern prior to this meeting as to whether a board can achieve community-wide support for a proposal where community members can accept the option as fair knowing that no plan will be without opposition and she expressed her hope that tonight the board achieved this and made an intelligent decision that meets our long-term goals.

Mr. Collins noted that prior to the meeting he did not know how his colleagues would vote and he thought the discussion tonight was open and honest and the board made the decision that is best for the students in the district.

NEW ITEMS OF BUSINESS

Dr. Ecker Thank the board for a difficult decision. He noted that at the beginning of the process he stated that the more difficult decision would be on boundaries. He thanked Mrs. Crandall for her research and Mr. McMahon and his illustrious School Boundaries and Closure Committee for the difficult job that they took on. He extended again appreciation on behalf of Board to them and noted that they worked hard and their report stimulated a lot of discussion. He noted that regardless of how anyone felt, the Board needed to act in the best interest for the district today and long-term. He noted that the decision is softened by the fact that we have had a very liberal intra-district policy, noting that a great percentage of students at any site do not live in that site's boundaries. He explained that now that the decision has been made, staff can begin to implement our transition plan. He noted that letters will go out explaining what each student's school will be for next year and the procedures for transfer requests. He noted that this is a part of a long-term plan and as the years go on, we will be able to see equity come

more and more into focus in the district. He noted that there will be a Community Information Meeting on Thursday night at 7pm to talk through how the transition plan will be implemented. He congratulated the board on reaching a decision that he thinks is a good one and takes the district where it needs to go in the long-term.

ADJOURNMENT

Motion: Mrs. Edwards moved to adjourn the meeting at 8:30pm.

Second: Mr. Templin

Vote: Unanimously approved

/rh

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: International Coffee + Tea - The Coffee Bean + Tea Leaf

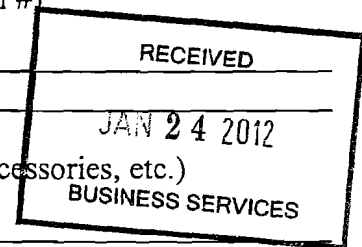
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

\$ 353.00 # 140987

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: 01032 0000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) classroom enhancement

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/24/12

Principal/Department Head

Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/24/12

Assistant Superintendent

Date

Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____

Director, Technology/Media

Date

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

\$ 600.00 # 1298

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

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

RECEIVED

JAN 06 2012

BUSINESS SERVICES

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

REVENUE ACCT: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013255 1110

INTENDED USE: (State how this will be used)

REVIEWED:

[Signature]
Principal/Department Head

APPROVED/DISAPPROVED:

1/6/12

Date

REVIEWED:

[Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED:

1/9/12

Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

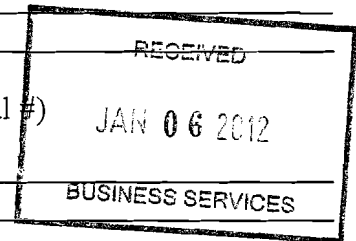
NAME OF DONOR: Cox PTO

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

\$ 174.63 #1299

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: 0100132894310

INTENDED USE: (State how this will be used)

Art Master Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/6/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/9/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/10/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

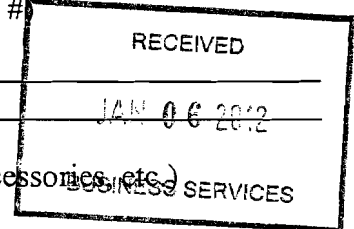
NAME OF DONOR: AT+T United Way

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.)

\$100.00 #369487

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: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) classroom enhancement

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/6/12

Principal/Department Head

Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/9/12

Assistant Superintendent
Business/Administration

Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____

Director, Technology/Media

Date

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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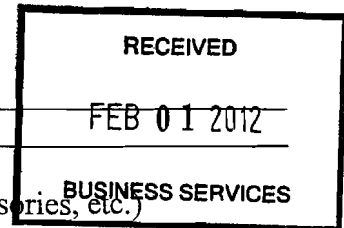
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$943.23

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

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



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

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)
4310 - \$943.23

INTENDED USE: (State how this will be used _____, Coach Stipends, Benefits

REVIEWED: [Signature] APPROVED/DISAPPROVED 1/31/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED 2/1/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$2,211.15

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

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

RECEIVED

FEB 01 2012

BUSINESS SERVICES

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

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)
4310 - \$2,211.15

INTENDED USE: (State how this will be used) After School Programs, Knotts Release Time, Sports Release Time, and Benefits

REVIEWED: [Signature] APPROVED/DISAPPROVED 1/31/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED 2/1/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

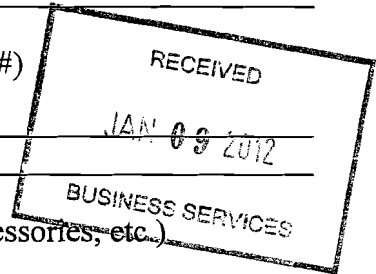
NAME OF DONOR: Fulton PTA

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

\$ 265,09

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

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



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

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)
1113 - 234.59; 3101 - 19.36; 3313 - 3.06; 3501 - 3.39; 3601 - \$4.69

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

REVIEWED: [Signature] APPROVED/DISAPPROVED 1/5/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED 1/9/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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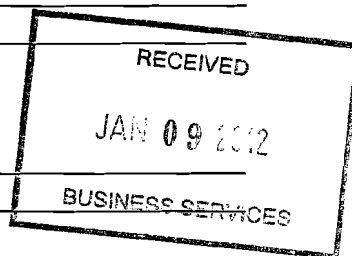
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$441.65

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

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



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

REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)
4399 - \$441.65

INTENDED USE: (State how this will be used) CDWG – Added memory for computer lab

REVIEWED:

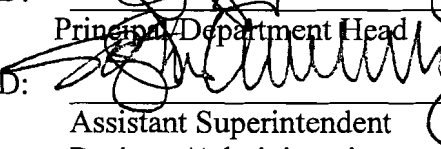

Principal/Department Head

APPROVED/DISAPPROVED

1/5/12

Date

REVIEWED:


Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED

1/9/12
Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED

Date

BOARD APPROVAL DATE:

2/16/12

DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: FultonNAME OF DONOR: Fulton PTA

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

\$2,644.19

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

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



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

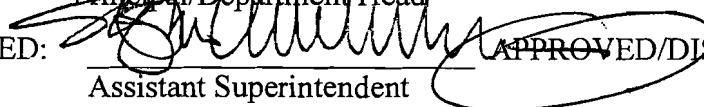
REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)
4410 - \$2,644.19INTENDED USE: (State how this will be used) Overhead Projector and Screen

REVIEWED:


Principal/Department HeadAPPROVED/DISAPPROVED1/5/12

Date

REVIEWED:


Assistant Superintendent
Business/AdministrationAPPROVED/DISAPPROVED1/9/12
Date

REVIEWED:

Director, Technology/MediaAPPROVED/DISAPPROVED_____
Date

BOARD APPROVAL DATE:

2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

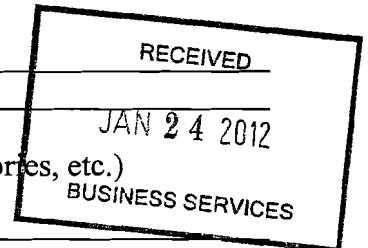
NAME OF DONOR: Verizon

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.)
\$200.00

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

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

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



REVENUE ACCT: 0129000-8699; EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989 (see below)
4310 - \$200.00

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

REVIEWED: [Signature] APPROVED / DISAPPROVED 1/24/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED / DISAPPROVED 1/24/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

Federal ID# 95-6001370

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.)
\$ 62.50 – Release Time

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

na

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

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

REVENUE ACCT: # 01 031 0000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: # 01 001 3189 – 5899

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1-13-12
Principal/Department Head _____ Date _____

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/17/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Masuda PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$565.39

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

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

RECEIVED

JAN 12 2012

BUSINESS SERVICES

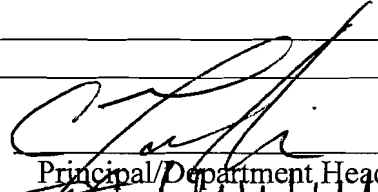
ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

N/A

REVENUE ACCT: 010144989 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: See attached spreadsheet

INTENDED USE: (State how this will be used) Soccer coaches stipends

REVIEWED: 
Principal/Department Head

APPROVED/DISAPPROVED:

1/9/12
Date

REVIEWED: 
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED:

1/12/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

2/16/12

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: Masuda

NAME OF DONOR: Gerlinde Sunbury

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.)
Keyboard

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:N/A

INTENDED USE: (**State how this will be used**) To be used by the band/orchestra students

REVIEWED: _____

Principal/Department Head

APPROVED/DISAPPROVED: _____

Date

REVIEWED: _____

Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: _____

Date

REVIEWED: _____

Director, Technology/Media

APPROVED/DISAPPROVED: _____

Date

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Mr. Scott Peffers

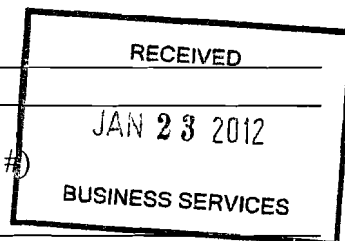
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

Violin

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: N/A

INTENDED USE: (State how this will be used) To be used by the band/orchestra students

REVIEWED: 

Principal/Department Head

APPROVED/DISAPPROVED: 

1/20/12
Date

REVIEWED: 

Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: _____

Date

REVIEWED: _____

Director, Technology/Media

APPROVED/DISAPPROVED: _____

Date

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Mr. and Mrs. Joseph Vu

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.)

Guitar

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:N/A

INTENDED USE: (State how this will be used) To be used by the band/orchestra students

REVIEWED: 

Principal/Department Head

APPROVED/DISAPPROVED: 1/20/12

Date

REVIEWED: 

Assistant Superintendent

APPROVED/DISAPPROVED: _____

Date

Business/Administration

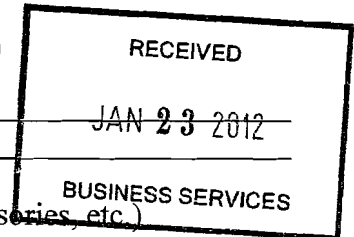
REVIEWED: _____

Director, Technology/Media

APPROVED/DISAPPROVED: _____

Date

BOARD APPROVAL DATE: 2/16/12



FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

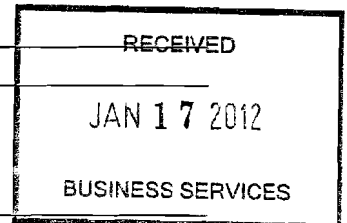
NAME OF DONOR: Children's Education Foundation of OC

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 #1047 in the amount of \$87.00

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

None

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



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

REVENUE ACCT: 1010370000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013789 5640

INTENDED USE: (State how this will be used) 3rd grade field trip transportation

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/13/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/17/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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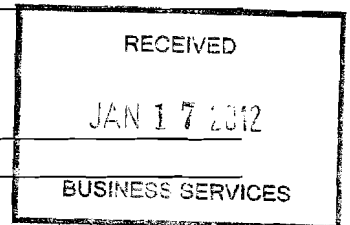
SCHOOL RECEIVING DONATION: Oka

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 #5006 in the amount of \$28.00

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

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



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

REVENUE ACCT: 1010370000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010013789 4310

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/13/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/17/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: PLAVAN Elementary

NAME OF DONOR: PLAVAN PTO

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

PTO ✓ # 6864 in the amount of \$35.32

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

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

RECEIVED

FEB 03 2012

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

BUSINESS SERVICES

REVENUE ACCT: 014 00000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used)

To cover tax balance
on PO F20R0585
2nd Grade

REVIEWED:

[Signature]
Principal/Department Head

APPROVED/DISAPPROVED:

2-1-2012

Date

REVIEWED:

[Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED:

2/6/12

Date

REVIEWED:

[Signature]
Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plavan Elementary

NAME OF DONOR: Plavan PTO

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

PTO check #6853 in the amount of \$6,500.00

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

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

RECEIVED

JAN 17 2012

BUSINESS SERVICES

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

REVENUE ACCT: 01400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0173950401119

INTENDED USE: (State how this will be used) Payroll for Plavan's Spotlight teacher

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 1-11-2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 1/17/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Merck Partnership for Giving/Easy Match from Tamura Parent: Gina Rathan

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.)
\$149.94 Check #263906

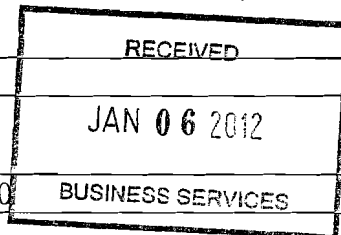
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

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: 0100110104310



INTENDED USE: (State how this will be used)

To be used to purchase Instructional Supplies

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 01/4/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 1/6/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 2/16/12

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.)
\$453.24

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

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

RECEIVED

JAN 17 2012

BUSINESS SERVICES

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

REVENUE ACCT: 010130000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889 - 1114

INTENDED USE: (State how this will be used) Substitute teachers for basketball tournament.

REVIEWED:

[Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 1/11/12

Date

REVIEWED:

[Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 1/17/12

Date

REVIEWED:

[Signature]
Director, Technology/Media

APPROVED/DISAPPROVED: _____

Date

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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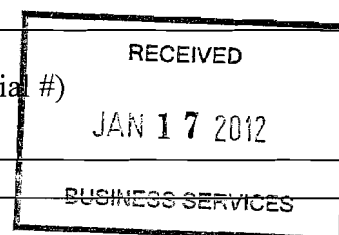
SCHOOL RECEIVING DONATION: Talbert

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.)
\$566.56

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 - 1115

INTENDED USE: (**State how this will be used**) Stipends + benefits for basketball coaches.

REVIEWED: C. Pol. APPROVED/DISAPPROVED: 1/11/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/17/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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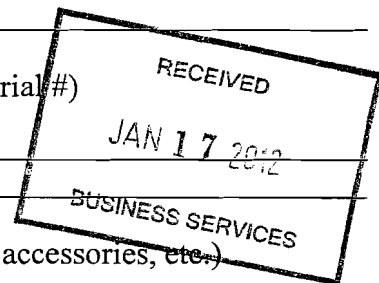
SCHOOL RECEIVING DONATION: Talbert

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: 010143889-2113 \$205.00
010143889-1113 + benefits \$1,795.00

INTENDED USE: (State how this will be used) Additional duties and benefits for before and after school clubs.

REVIEWED: C. Rol APPROVED/DISAPPROVED: 1/11/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 1/17/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 2/16/12

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
February 16, 2012**

1.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Katherine Castro	IA SH/PH	Oka	2/01/2012
1.1.2	Jennifer Grant	IA SH/PH	Talbert	2/01/2012

1.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF LEAVE OF ABSENCE FOR THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Manny Riveramelo	Head Custodian	Newland	Medical	1/30/2012
1.2.2	Phuoc Tran	IA-Bil-Vietnamese	Cox	Personal	2/06/2012

1.3 EXECUTIVE DIRECTOR, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.3.1	Miranda Baker	IA	Newland	1/17/2012
1.3.2	Jennifer Remijio	Preschool Aide	Oka	1/27/2012

1.4 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE NEW CLASSIFICATION OF LICENSED VOCATIONAL NURSE AT RANGE 56 OF THE CLASSIFIED SALARY SCHEDULE.

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

February 16, 2012

INSTRUCTION

2.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
2.1	GAEBEL, Alyssa (Fulton)	Boy's basketball sports coach	\$250.00 stipend plus benefits (per sport)	01-023-2989-1115	2011-2012 school year
2.2	MINNESANG, Patricia (District Wide)	Coordinating and consulting for text book orders for the 2011-2012 school year	\$500.00	01-239-5298-5813	March – June, 2012

3.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	Cory Griffith, dba Sound Revolution (Fulton)	Provide entertainment/ music at school-wide dances	\$350.00, per dance	Fulton Student Council	2011-2012 school year
3.2	Preferred Mobile Music & Promotions, Inc. (Talbert)	DJ and entertainment for school-wide dances and Promotion Party	\$4,135.90	Talbert ASB	10/27/11, 2/12/12, 5/3/12 and 6/18/12

REASON FOR LATE SUBMITTAL: Did not get information from school in time for prior Board approvals.

3.3	Ayumi Hatfield (Assess/Acct)	To provide Japanese interpretation services as needed for parents of Special Education students	Not to exceed \$500.00	01-233-8055-5813	1/23/12- 6/30/12
-----	---------------------------------	--	------------------------	------------------	---------------------

REASON FOR LATE SUBMITTAL: Ayumi is employed by Garden Grove USD and, prior to January, GGUSD invoiced FVSD on an interdistrict cooperative basis for Ayumi's services. They have made the decision to stop this practice due to liability issues.

4.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	ANDERSON, Martha DANIELS, Katie LOPEZ, Heather BOKTOR, Jessica PITACCIO, Patti SUTTON, Mary TUCKER, Bonnie BRAGDON, Cynthia (Tamura)	EISS Research Institute 2012 "Dancing in the Desert"	Cathedral City, CA	\$12,000.00 (\$1,500 x 8)	01-262-1075-5210	3/14-3/16/12

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – FEBRUARY 16, 2012
DATES 1/05/12 – 2/06/12
WARRANT NUMBERS 57131 - 57450

01 GENERAL	\$	398,207.17
12 CHILD DEVELOPMENT	\$	5,916.75
13 CAFETERIA	\$	44,466.90
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	54737.60
69 INSURANCE	\$	707,420.91
TOTAL	\$	1,210,749.33

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

02/16/2012

FROM 01/05/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4009	VISTA PAINT	4,000.00	+2,000.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4012	MCKINLEY ELEVATOR CORP	3,500.00	+1,500.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4024	REFRIGERATION CONTROL COMPANY	9,000.00	+2,000.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4101	WAXIE	1,363.70	+500.00	012889390 4340	Custodial / Custodial Supplies
F20R0073	SOUTHWEST SCHOOL AND OFFICE SU	1,848.75	+217.50	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
F20R0540	WHAT A LOT OF PIZZA	900.00	+500.00	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
F20R0750	CURRICULUM ASSOCIATES INC.	117.02	+33.46	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20S8034	WAXIE	6,444.96	-8.89	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			6,242.07		
Fund 12 Total:			500.00		
Total Amount of Change Orders:			6,742.07		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012

FROM 01/05/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4183	CRANDALL, SAM	150.00	150.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4184	MBB PALFINGER	1,292.73	1,292.73	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4185	TIME AND ALARM SYSTEMS INC.	418.25	418.25	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4186	GOLDEN STATE PAVING INC.	5,979.00	5,979.00	012869390 6110	Maintenance / Site Improvement - Playground
F20M4223	CASE PARTS CO	150.00	150.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4224	ALLIED REFRIGERATION INC.	775.00	775.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4225	SMARDEN SUPPLY COMPANY	440.00	440.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4226	SOUTHERN CALIFORNIA MATERIAL H	163.02	163.02	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4227	VIKING ENVIRONMENTAL SOLUTIONS	1,477.00	1,477.00	012869390 5540	Maintenance / Waste Disposal
F20M4228	DIGITAL NETWORKS GROUP INC.	600.00	600.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4229	GANAHL LUMBER COMPANY	40.00	40.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4230	ORANGE COUNTY APPLIANCE PARTS	115.00	115.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4231	WAXIE	277.88	277.88	012889390 4340	Custodial / Custodial Supplies
F20M4232	SOUTH BAY HEATING & A/C INC.	1,620.00	1,620.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4233	HOME DEPOT	256.45	256.45	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4234	VALIANT NATIONAL AV SUPPLY	550.00	550.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4235	ASSOCIATED LABORATORIES	150.00	150.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20R0757	SOUTHWEST SCHOOL AND OFFICE SU	27.21	27.21	012579860 4310	Fountain Valley Preschool-Inst / Instructional Supplies
F20R0781	STAPLES	105.98	81.88	012849380 4325	Fiscal Services / Office Supplies
			24.10	133207380 4325	Cafeteria Fund / Office Supplies
F20R0785	AARDVARK CLAY AND SUPPLY	53.88	53.88	120016198 4310	State Preschool Instructional / Instructional Supplies
F20R0786	TARGET STORES	53.88	53.88	120016198 4310	State Preschool Instructional / Instructional Supplies
F20R0787	SCHOOL OUTFITTERS	829.64	829.64	012289961 4410	MAA - Administration / Fixed Assets
F20R0788	ARIEL SUPPLY COMPUTER & BUSINE	147.32	147.32	012289961 4325	MAA - Administration / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 02/16/2012

FROM 01/05/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0789	MHS INC.	262.91	262.91	012289961 4322	MAA - Administration / Testing Supplies
F20R0790	HAWTHORNE EDUCATIONAL	107.14	107.14	012289961 4322	MAA - Administration / Testing Supplies
F20R0791	PRO ED INC.	545.44	545.44	012289961 4322	MAA - Administration / Testing Supplies
F20R0792	PEARSON	504.29	504.29	012289961 4322	MAA - Administration / Testing Supplies
F20R0793	ARIEL SUPPLY COMPUTER & BUSINE	347.76	347.76	012719470 4325	Personnel Department / Office Supplies
F20R0794	OFFICE DEPOT	103.82	103.82	012719165 4325	Superintendent / Office Supplies
F20R0795	MEDIC FIRST AID INTERNATIONAL	50.00	50.00	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
F20R0796	SAMS CLUB	538.75	538.75	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R0797	TARGET STORES	43.10	43.10	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0798	STAPLES	84.01	84.01	012849380 4325	Fiscal Services / Office Supplies
F20R0799	EAI EDUCATION	150.63	150.63	011493288 4315	FVEF Teacher Grants - Cox / Media/Library Supplies
F20R0800	BARNES AND NOBLE	641.11	641.11	011493288 4210	FVEF Teacher Grants - Cox / Library Books
F20R0801	LUNCHBYTE SYSTEMS INC.	190.00	190.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
F20R0802	METRO BUSINESS SOLUTIONS INC.	129.28	129.28	012723232 4325	Sch Site Admin - Cox / Office Supplies
F20R0803	STAPLES	325.39	325.39	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
F20R0804	CALIFORNIA OFFICE SYSTEMS INC.	300.00	300.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
F20R0805	BENTLEY PRINTING & GRAPHICS IN	87.27	87.27	012849380 4325	Fiscal Services / Office Supplies
F20R0806	SCSNA	100.00	100.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
F20R0807	HEALTH ED LLC	179.00	179.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0808	SCHOOL SERVICES OF CALIFORNIA	250.00	250.00	012719470 4325	Personnel Department / Office Supplies
F20R0809	SOUTHWEST SCHOOL AND OFFICE SU	323.25	323.25	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R0810	SOUTHWEST SCHOOL AND OFFICE SU	199.34	199.34	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
F20R0811	STAPLES	96.98	96.98	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
F20R0812	CERTIFIED TRANSPORTATION BUS C	791.04	791.04	010011089 5811	Donations - Tamura / Transportation Outside Agency

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
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FROM 01/05/2012 TO 02/06/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0813	CERTIFIED TRANSPORTATION BUS C	4,014.00	4,014.00	010143888 5650	ASB Donations Instr - Talbert / District Transportation
F20R0814	CERTIFIED TRANSPORTATION BUS C	1,186.56	1,186.56	010143888 5650	ASB Donations Instr - Talbert / District Transportation
F20R0815	CERTIFIED TRANSPORTATION BUS C	906.40	906.40	010014089 5811	Donations - Plavan / Transportation Outside Agency
F20R0816	CERTIFIED TRANSPORTATION BUS C	1,395.65	1,395.65	010013289 5811	Donations - Cox / Transportation Outside Agency
F20R0817	CERTIFIED TRANSPORTATION BUS C	1,854.00	1,854.00	010143888 5650	ASB Donations Instr - Talbert / District Transportation
F20R0818	FELDMAN, RICHARD KEVIN	7,000.00	7,000.00	010114955 5813	Title I - Masuda / Consultant
F20R0819	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	010303855 5210	EIA-Talbert / Travel, Conference, Workshop
F20R0820	ARIEL SUPPLY COMPUTER & BUSINE	289.85	289.85	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R0821	FOREST PLYWOOD SALES	331.92	331.92	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0822	ARIEL SUPPLY COMPUTER & BUSINE	133.50	133.50	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
F20R0823	BARNES AND NOBLE	397.60	397.60	011491088 4310	FVEF Teacher Grants - Tamura / Instructional Supplies
F20R0824	BUREAU OF EDUCATION & RESEARCH	225.00	225.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0825	A PLUS EDUCATORS	1,792.00	1,792.00	012621075 5210	EISS Grant - Tamura / Travel, Conference, Workshop
F20R0826	WORLD RESEARCH CO.	1,050.92	1,050.92	010303855 4310	EIA-Talbert / Instructional Supplies
F20R0827	ACORN MEDIA	19.40	19.40	012819771 4325	Personnel Commission / Office Supplies
F20R0828	TROXELL COMMUNICATIONS INC.	3,542.82	3,542.82	012109078 4399	Tech/Media Office Operation / Equipment Under \$500.00
F20R0829	STAPLES	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0830	ORANGE COUNTY DEPARTMENT OF ED	1,125.00	1,125.00	012338055 5210	Title III-LEP-Instructional / Travel, Conference, Workshop
F20R0831	CHEFS' TOYS	155.25	155.25	133207380 4790	Cafeteria Fund / Food Servies Supplies
F20R0832	SEYCO-SCROLL SAW SPECIALISTS I	390.28	390.28	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0833	MOUNTAIN MATH/LANGUAGE	81.84	81.84	010014089 4310	Donations - Plavan / Instructional Supplies
F20R0834	ARIEL SUPPLY COMPUTER & BUSINE	262.59	262.59	012723889 4325	Donations Clerical - Talbert / Office Supplies
F20R0835	GOVDOCS INC	116.87	116.87	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
F20R0836	FOLLETT LIBRARY RESOURCE	1,000.00	1,000.00	011514988 4210	FVEF Sch Site Grants - Masuda / Library Books

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F20R0837	PERMA-BOUND BOOKS	1,000.00	1,000.00	011511088 4210	FVEF Sch Site Grants - Tamura / Library Books
F20R0838	ARIEL SUPPLY COMPUTER & BUSINE	268.30	268.30	012849380 4325	Fiscal Services / Office Supplies
F20R0839	BLICK ART MATERIALS	200.00	200.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0840	APPLE COMPUTER ORDER	9,641.70	9,641.70	012879390 4410	Vandalism / Fixed Assets
F20R0841	APPLE COMPUTER ORDER	1,939.45	1,939.45	012879390 4410	Vandalism / Fixed Assets
F20R0842	APPLE COMPUTER ORDER	1,567.52	1,567.52	012879390 4410	Vandalism / Fixed Assets
F20R0843	DEMCO	116.96	116.96	011404955 4310	Library Services - Masuda / Instructional Supplies
F20R0844	RENAISSANCE LEARNING INC	742.02	230.51	010014089 4310	Donations - Plavan / Instructional Supplies
			511.51	010124040 4310	Pacific Life Grant - Plavan / Instructional Supplies
F20R0845	MCKESSON MEDICAL-SURGICAL INC.	1,030.37	1,030.37	012719470 4327	Personnel Department / Health Supplies
F20R0846	EAI EDUCATION	24.94	24.94	012879390 4310	Vandalism / Instructional Supplies
F20R0847	STAPLES	45.10	45.10	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R0848	ARIEL SUPPLY COMPUTER & BUSINE	133.50	133.50	012109078 4320	Tech/Media Office Operation / Computer Supplies
F20R0849	HATFIELD, AYUMI	500.00	500.00	012338055 5813	Title III-LEP-Instructional / Consultant
F20R0850	ACSA FOUNDATION FOR EDUCATIONA	2,100.00	2,100.00	012719165 5830	Superintendent / Legal Fees
F20R0851	KEENAN & ASSOCIATES	996.13	996.13	012849380 5450	Fiscal Services / OTHER INSURANCE
F20R0852	MCGRAW-HILL	2,145.65	2,145.65	012289961 4310	MAA - Administration / Instructional Supplies
F20R0853	TOYS R US	323.25	323.25	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0855	TARGET STORES	323.25	323.25	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0856	LAKESHORE LEARNING MATERIALS	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0857	SOUTHWEST SCHOOL AND OFFICE SU	673.44	673.44	012289961 4325	MAA - Administration / Office Supplies
F20R0858	CROSS COUNTRY EDUCATION	314.22	314.22	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
F20R0859	OCSBA	124.00	124.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
F20R0860	ORANGE COUNTY DEPARTMENT OF ED	100.00	100.00	012719165 5210	Superintendent / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
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F20R0861	SCHOLASTIC CATALOG DEPT.	220.21	220.21	011491088 4310	FVEF Teacher Grants - Tamura / Instructional Supplies
F20R0862	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0863	STAPLES	54.31	54.31	010308055 4325	EIA-Instruction / Office Supplies
F20R0864	TOMARK SPORTS	155.36	155.36	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0865	P & A ADMINISTRATIVE SERVICES	3,600.00	3,600.00	695009470 5813	Insurance Health/Welfare / Consultant
F20R0866	CRAFT SUPPLIES USA	257.45	257.45	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0867	METRO BUSINESS SOLUTIONS INC.	323.25	323.25	012723737 4325	Sch Site Admin - Oka / Office Supplies
F20R0868	SOUTHWEST SCHOOL AND OFFICE SU	425.00	425.00	012879390 4210	Vandalism / Library Books
F20R0869	PEARSON ASSESSMENTS	607.53	607.53	012289961 4322	MAA - Administration / Testing Supplies
F20R0870	SCHOOL COUNSELOR RESOURCES	23.65	23.65	012289961 4310	MAA - Administration / Instructional Supplies
F20R0871	CALLOWAY HOUSE INC.	66.95	66.95	012289961 4310	MAA - Administration / Instructional Supplies
F20R0872	UNISOURCE	2,586.43	2,586.43	012059385 4330	Publications / Printing/Xerox Supplies
F20R0873	STAPLES	74.34	74.34	012724949 4325	Sch Site Admin - Masuda / Office Supplies
F20R0874	STAPLES	121.53	121.53	012734949 4327	Health Supplies - Masuda / Health Supplies
F20R0875	ORIENTAL TRADING COMPANY	53.18	53.18	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0876	ARIEL SUPPLY COMPUTER & BUSINE	994.26	994.26	012289961 4325	MAA - Administration / Office Supplies
F20R0877	PEARSON ASSESSMENTS	353.08	353.08	012289961 4322	MAA - Administration / Testing Supplies
F20R0878	BARNES AND NOBLE	60.00	60.00	012623175 4310	EISS Grant - Gisler / Instructional Supplies
F20R0879	METRO BUSINESS SOLUTIONS INC.	417.86	417.86	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
F20R0880	AWARDS & TROPHIES	161.63	161.63	012849380 4325	Fiscal Services / Office Supplies
F20R0881	STAPLES	565.69	565.69	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R0882	TARGET STORES	276.00	276.00	011491688 4310	FVEF Teacher Grants - Newland / Instructional Supplies
F20R0883	LAKESHORE LEARNING MATERIALS	473.00	473.00	011491688 4310	FVEF Teacher Grants - Newland / Instructional Supplies
F20R0884	LAKESHORE LEARNING MATERIALS	170.00	170.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0885	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	012395298 5210	7395 Sch/Libr Impr Admin-DO / Travel, Conference,
F20R0886	RESILIENT COMMUNICATIONS INC.	1,000.00	1,000.00	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
F20R0887	ORANGE COUNTY DEPARTMENT OF ED	2,925.00	2,925.00	010303855 5210	EIA-Talbert / Travel, Conference, Workshop
F20R0888	APPLE COMPUTER ORDER	4,701.37	4,701.37	012338055 4410	Title III-LEP-Instructional / Fixed Assets
F20R0890	CERTIFIED TRANSPORTATION BUS C	1,339.00	1,339.00	010014789 5811	PTA Donations - Courreges / Transportation Outside
F20R0891	CERTIFIED TRANSPORTATION BUS C	494.40	494.40	010013588 5650	ASB Donations Instr - Moiola / District Transportation
F20R0892	JFK TRANSPORTATION CO INC.	1,800.00	1,800.00	010011689 5811	Donations - Newland / Transportation Outside Agency
F20R0893	SOUTHWEST SCHOOL AND OFFICE SU	150.85	150.85	015513560 4310	Special Ed. - Moiola RSP / Instructional Supplies
F20R0894	LAKESHORE LEARNING MATERIALS	90.00	90.00	010013535 4310	Sch Site Instr - Moiola / Instructional Supplies
F20R0895	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R0897	LINGUISYSTEMS INC.	387.80	387.80	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
F20R0898	FLINN SCIENTIFIC	699.21	699.21	011202929 4310	Middle School Science-Fulton / Instructional Supplies
F20R0899	SUPER DUPER SCHOOL COMPANY	312.90	312.90	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
F20R0900	FOLLETT LIBRARY RESOURCE	1,000.00	1,000.00	011513188 4210	FVEF Sch Site Grants - Gisler / Library Books
F20R0901	ARIEL SUPPLY COMPUTER & BUSINE	248.36	248.36	012289961 4325	MAA - Administration / Office Supplies
F20R0902	TROXELL COMMUNICATIONS INC.	141.15	141.15	010014789 4310	PTA Donations - Courreges / Instructional Supplies
F20R0903	CERTIFIED TRANSPORTATION BUS C	618.00	618.00	010143888 5811	ASB Donations Instr - Talbert / Transportation Outside
F20R0904	PEARSON	1,745.66	1,745.66	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
F20R0905	ANGLIN, RANDAL H.	265.00	265.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
F20R0906	EPS/SCHOOL SPECIALTY INTERVENT	215.50	215.50	011491688 4310	FVEF Teacher Grants - Newland / Instructional Supplies
F20R0907	EPS/SCHOOL SPECIALTY INTERVENT	226.28	226.28	011491688 4310	FVEF Teacher Grants - Newland / Instructional Supplies
F20R0908	SOUTHWEST SCHOOL AND OFFICE SU	429.42	429.42	012289961 4325	MAA - Administration / Office Supplies
F20R0910	LAKESHORE LEARNING MATERIALS	264.00	264.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
F20R0912	EDUCATIONAL INNOVATIONS	23.50	23.50	011202929 4310	Middle School Science-Fulton / Instructional Supplies

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F20R0913	APPLE COMPUTER ORDER	837.09	837.09	011533175 4410	Cotsen Foundation - Gisler / Fixed Assets
F20R0914	THE MARKERBOARD PEOPLE INC	182.91	182.91	011202929 4310	Middle School Science-Fulton / Instructional Supplies
F20R0915	CERTIFIED TRANSPORTATION BUS C	348.91	348.91	010011689 5650	Donations - Newland / District Transportation
F20R0916	ARIEL SUPPLY COMPUTER & BUSINE	237.05	237.05	120336098 4325	Extended School Administration / Office Supplies
F20S8035	CANNON SPORTS	422.76	422.76	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8036	UNITED HEALTH SUPPLIES	217.27	217.27	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8037	UNISOURCE	24,185.26	24,185.26	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	126,646.42			
	Fund 12 Total:	1,518.60			
	Fund 13 Total:	469.35			
	Fund 69 Total:	3,600.00			
	Total Amount of Purchase Orders:	132,234.37			

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2012 32

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	1,155.00	72,462.00
1200	CERTIFICATED PUPIL SUPPORT		27.00
2100	INSTRUCTIONAL AIDES' SALARIES	23,433.00	40,321.00
2200	CLASSIFIED SUPPORT	7,453.00	18,251.00
2300	SUPERVISION AND ADMINSTRATOR	636.00	
2400	CLERICAL & OFFICE SALARIES	1,665.00	20,734.00
2900	OTHER CLASSIFIED SALARIES		1,200.00
3101	STRS-CERTIFICATED POSITIONS	230.00	6,136.00
3201	PERS-CERTIFICATED		131.00
3202	PERS-CLASSIFIED	5,052.00	8,112.00
3313	MEDICARE-CERTIFICATED	208.00	1,130.00
3314	MEDICARE-CLASSIFIED	595.00	1,349.00
3353	ARP-CERTIFICATED		57.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	11.00	165.00
3355	OASDI-CERTIFICATED		65.00
3356	OASDI-CLASSIFIED	2,864.00	9,169.00
3401	HEALTH & WELFARE-CERTIFICATED	31,600.00	960.00
3402	HEALTH & WELFARE-CLASSIFIED	667.00	
3501	SUI-CERTIFICATED	154.00	1,223.00
3502	SUI-CLASSIFIED	628.00	1,422.00
3601	WORKERS'COMP-CERTIFICATED	122.00	1,519.00
3602	WORKERS'COMP-CLASSIFIED	782.00	1,762.00
3801	PERS REDUCTION-CERTIFICATED		26.00
3802	PERS REDUCTION-CLASSIFIED	348.00	778.00
3953	Long Term Disability-Cert	372.00	186.00
3954	Long Term Disability-Class	186.00	372.00
4100	TEXTBOOKS	374.00	25.00
4300	MATERIALS & SUPPLIES	20,745.00	27,969.00
4400	NONCAPITALIZATION EQUIPMENT	2,547.00	7,317.00
5200	TRAVEL & CONFERENCES	430.00	4,558.00
5300	DUES AND MEMBERSHIPS		1,490.00
5600	RENTALS,LEASES AND REPAIRS		7,079.00
5712	Direct Cost - Postage	87.00	
5713	Direct Cost-Printing & Reprod	589.00	501.00
5752	Direct Cost - Postage	2.00	
5800	PROF/CONS SERV & OPER EXPENSE	44,019.00	18,287.00
5900	COMMUNICATIONS		100.00
7310	TRANSFER OF INDIRECT COSTS	11,493.00	10,366.00
9740	LEGALLY RESTRICTED BALANCE	47,480.00	1,118.00
9790	UNDESIGNATED/UNAPPROPRIATED	74,039.00	13,599.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2012 32

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		279,966.00	279,966.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 33

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
6100	SITES AND IMPROVEMENT OF SITES		8.00
9780	RESERVE-OTHER DESIGNATIONS	8.00	
Subfund Total:		8.00	8.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 34

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

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

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		644.00
9780	RESERVE-OTHER DESIGNATIONS	644.00	
Subfund Total:		644.00	644.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 35

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
Subfund Total:		0.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2012 36

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	36,735.00	67,921.00
2100	INSTRUCTIONAL AIDES' SALARIES	79,945.00	71,422.00
2200	CLASSIFIED SUPPORT		6,375.00
2400	CLERICAL & OFFICE SALARIES		1,000.00
2900	OTHER CLASSIFIED SALARIES	68,438.00	46,158.00
3101	STRS-CERTIFICATED POSITIONS	3,030.00	5,391.00
3102	STRS-CLASSIFIED	1,881.00	1,882.00
3201	PERS-CERTIFICATED		109.00
3202	PERS-CLASSIFIED	14,208.00	7,454.00
3313	MEDICARE-CERTIFICATED	533.00	1,681.00
3314	MEDICARE-CLASSIFIED	2,152.00	1,813.00
3353	ARP-CERTIFICATED		23.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	105.00	421.00
3355	OASDI-CERTIFICATED		124.00
3356	OASDI-CLASSIFIED	8,067.00	6,462.00
3401	HEALTH & WELFARE-CERTIFICATED	7,066.00	2,000.00
3402	HEALTH & WELFARE-CLASSIFIED	14,800.00	16,800.00
3501	SUI-CERTIFICATED	591.00	1,068.00
3502	SUI-CLASSIFIED	2,388.00	2,011.00
3601	WORKERS'COMP-CERTIFICATED	715.00	1,323.00
3602	WORKERS'COMP-CLASSIFIED	2,966.00	2,497.00
3802	PERS REDUCTION-CLASSIFIED	4,343.00	1,417.00
4100	TEXTBOOKS	170.00	
4200	BOOKS OTHER THAN TEXTBOOKS		40.00
4300	MATERIALS & SUPPLIES	1,596.00	2,912.00
4400	NONCAPITALIZATION EQUIPMENT		2,644.00
5200	TRAVEL & CONFERENCES	549.00	2,560.00
5500	OPERATIONS & HOUSEKEEPNG SVCS		843.00
5600	RENTALS,LEASES AND REPAIRS		1,926.00
5712	Direct Cost - Postage		87.00
5713	Direct Cost-Printing & Reprod		88.00
5750	Direct Cost - Printing & Repro	300.00	
5800	PROF/CONS SERV & OPER EXPENSE	214,355.00	270,942.00
6100	SITES AND IMPROVEMENT OF SITES		1,217.00
7141	Excess Costs/Deficit Pay-Schls	227,956.00	51,758.00
7142	Excess Costs/County Offices		53,969.00
7310	TRANSFER OF INDIRECT COSTS		1,127.00
8000	REVENUE LIMIT SOURCES	351,920.00	67,442.00
8200	FEDERAL INCOME	1,226.00	27,290.00
8300	STATE INCOME	144,275.00	184,768.00
8500	STATE INCOME	12,758.00	

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2012 36

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
8600	LOCAL INCOME	2,924.00	31,754.00
8700	OTHER REVENUES		45,996.00
8900	INCOMING TRANSFERS	3,910,612.00	3,610,612.00
9740	LEGALLY RESTRICTED BALANCE	3,929.00	27,290.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		5,239.00
9790	UNDESIGNATED/UNAPPROPRIATED	778,969.00	351,940.00
Subfund Total:		5,899,502.00	4,987,796.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 37

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		11,154.00
2200	CLASSIFIED SUPPORT		406.00
3202	PERS-CLASSIFIED	2,768.00	44.00
3314	MEDICARE-CLASSIFIED		168.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	329.00	823.00
3356	OASDI-CLASSIFIED	1,571.00	25.00
3402	HEALTH & WELFARE-CLASSIFIED	10,933.00	11,600.00
3502	SUI-CLASSIFIED		186.00
3602	WORKERS'COMP-CLASSIFIED		225.00
3802	PERS REDUCTION-CLASSIFIED	531.00	9.00
4300	MATERIALS & SUPPLIES		57.00
4400	NONCAPITALIZATION EQUIPMENT		1,131.00
5200	TRAVEL & CONFERENCES		220.00
8600	LOCAL INCOME		2,393.00
9740	LEGALLY RESTRICTED BALANCE	9,521.00	1,998.00
Subfund Total:		25,653.00	30,439.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 38

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
5750	Direct Cost - Printing & Repro		300.00
8600	LOCAL INCOME		170.00
9740	LEGALLY RESTRICTED BALANCE	130.00	
Subfund Total:		130.00	470.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 39

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	147.00	
8600	LOCAL INCOME	1,580.00	
9780	RESERVE-OTHER DESIGNATIONS	1,433.00	
Subfund Total:		3,160.00	0.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 40

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

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

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	5,126.00	
7612	IFT BETWEEN GEN,&SPEC.RES.FUND	300,000.00	
8600	LOCAL INCOME	30,746.00	
9780	RESERVE-OTHER DESIGNATIONS	25,620.00	300,000.00
Subfund Total:		361,492.00	300,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

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 41

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
3401	HEALTH & WELFARE-CERTIFICATED	668,318.00	
3402	HEALTH & WELFARE-CLASSIFIED	108,209.00	
3701	RETIREE BENEFITS-CERTIFICATED	148,910.00	
3702	RETIREE BENEFITS-CLASSIFIED	3,348.00	
5752	Direct Cost - Postage		2.00
5800	PROF/CONS SERV & OPER EXPENSE		24,173.00
8600	LOCAL INCOME	495,660.00	
9790	UNDESIGNATED/UNAPPROPRIATED	3,600.00	412,550.00
Subfund Total:		1,428,045.00	436,725.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, February 16, 2012.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

Fountain Valley School District

BUSINESS SERVICES DIVISION

ASB/S 11/12 - 57

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **AUTHORIZATION OF SIGNATURES – FACSIMILE SIGNATURES
(BANK OF AMERICA)**
DATE: January 19, 2012

BACKGROUND

Due to a change in District administration, the bank records for the District's Revolving Cash Account and the Clearing Account need to be updated as of January 17, 2012.

RECOMMENDATION

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

cl



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Memorandum

Board Meeting
February 16, 2012

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Office of Assessment and Accountability

DATE: February 3, 2012

SUBJECT: Approval of Verizon Business Network Services as Service Provider Under E-Rate

Background

The Fountain Valley School District has been participating in the E-rate program for the past 12 years. The E-rate program is a Federal program which provides schools and libraries across the country with substantial discounts on their technology services. Discounts for costs of eligible services range from 20% to 90% and depend on the level of poverty and the urban/rural status of the population served (FVSD's eligibility rate is 46%). In Fountain Valley School District, discounts reduce the costs of our telephone service, Internet access, and the internal connections we use to build and maintain the computer networks that link our classrooms. Over the past 12 years FVSD has received a cumulative total of \$845,797.04 in discounts.

Under the E-Rate program, services for the district are requested a year in advance. Potential service providers may submit proposals to the district and, after a careful vetting process, providers whose services best meet our needs are selected. After weighing the proposals submitted to provide services for 2012-2013, we determined that the incumbents currently providing telecommunications services continue to best meet our needs while remaining the most cost-effective. Many of these services are on a month-to-month basis and require no contract. For Verizon Business Network Services, we are seeking approval of a three-year contract. This contract covers landline and long-distance charges, as well as the Centranet trunk lines going into each site. Included with the Verizon contract is a Member Participation Agreement with MiCTA, an association comprised of various non-profit groups including K-12 school systems, which allows us to participate in the statewide contract for a significant reduction in per-line rates on long distance service.

Recommendation

It is recommended that the Board approve the contract with Verizon Business Network Services, Inc., to provide telecommunications services for three years beginning July 1, 2012, and ending June 30, 2015.



CUSTOMER SPECIFIC ARRANGEMENT
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name: Fountain Valley Unified School District ("Customer")	Main Billing Tel. No: 951-672-3640
Address: 17210 Oak Street, Fountain Valley, CA 92708	Agreement No. CSS-2011

Services. Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILEC Product Guide. Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

Customer Responsibilities. Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure



of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

Charges and Payment. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

Unauthorized Use. Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

Indemnification. Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability. EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;
- (B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
- (D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;



- (E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

Termination of Services. Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.

Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

Performance Excused. No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@verizonbusiness.com with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

Universal Service Fund E-Rate Eligibility.

(a) Customer intends to apply for E-Rate funding under the federal Universal Service Fund for schools and libraries, and to use such funding to pay for a portion of the charges for Services and/or products under this Agreement ("E-Rate funding").

(b) Customer shall be responsible for applying for and securing any E-Rate funding.

(c) Verizon will use reasonable efforts, as permitted by the School and Library Division's ("SLD") established guidelines, to assist Customer in the application process. Customer is solely responsible for submission of any application for E-Rate funding and for ensuring the accuracy and integrity of all data and information submitted to the SLD in or with such application.

(d) Verizon shall have no liability arising from its assistance efforts and Customer shall hold Verizon harmless in connection with any Verizon assistance or information provided to customer in the application process.

(e) Should Customer qualify for E-Rate funding, Verizon or the Customer, as the case may be, shall seek recovery from the Universal Service Administrative Company ("USAC") of the approved amount of E-Rate funding of the charges for Services and/or products delivered, depending upon the Customer's preferred method of reimbursement and contingent upon Verizon's receipt of all necessary approvals (i.e., approved Funding Commitment Decision Letter and timely acknowledgement from the SLD of the Customer's submission of FCC Form 486).

(f) If customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding or if SLD withdraws or cancels funding or USAC denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from USAC for the Services and/or products provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services and/or products that are not paid to Verizon from E-Rate funding.

Miscellaneous

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.



(c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.

(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(e) Services are offered in locations where made available by Verizon in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

FOUNTAIN VALLEY UNIFIED SCHOOL DISTRICT

VERIZON BUSINESS NETWORK SERVICES
INC., on behalf of VERIZON CALIFORNIA INC.

By _____

By _____

Name/title _____

Name/Title _____

Date _____

Date _____



Exhibit A**Verizon Company Name:** Verizon California Inc. (referred to in this Exhibit as "Verizon")**State:** California**Customer name:** Fountain Valley Unified School District**CSO Case No.:** CSS-2011

Customer must sign and date this Agreement on or before March 20, 2012, or the proposed Service arrangement and pricing will no longer be available.

Verizon shall provide CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

Description of CentraNet® and CentraNet® Voicemail Box Service(s):

CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. Customer must maintain a minimum of two (2) CentraNet® Service lines for each customer group location per serving Verizon central office. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk.

CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. They can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

Location of CentraNet® and CentraNet® Voicemail Box Service(s):

CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A.

Customer may add Customer Locations for CentraNet® and CentraNet® Voicemail Box Service(s) during the term of this Agreement, provided that such other Customer Locations are within Verizon's incumbent local exchange franchise service territory.

1. Charges:**A. Monthly Recurring Charges (MRC):****For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)**

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
122	CENTRANET® LINE	\$3.65
122	FEATURE PAK 1000	\$0.50
0	FEATURE PAK 2000	\$2.20
0	FEATURE PAK 3000	\$2.80
0	CENTRANET® VOICEMAIL BOX	\$3.15

For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
0	CENTRANET® LINE	\$6.10
0	FEATURE PAK 1000	\$0.50
0	FEATURE PAK 2000	\$2.20
0	FEATURE PAK 3000	\$2.80
0	CENTRANET® VOICEMAIL BOX	\$3.15

See Appendix 1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.



The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for any other additional CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

B. Non-Recurring Charges (NRC): Rates for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

C. Basic Termination Liability Charges (BTL). If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period (including Optional Renewal Term(s), if applicable), at the time of discontinuance or termination, Customer shall pay twenty-five percent (25%) of the rates and charges, set forth above, for the Initial Order Quantities set forth for the remaining life of the contract. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

2. Service or Term Period. Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be July 1, 2012, the date following the expiration date of Customer's current agreement for the Services, provided that this Agreement is fully executed and effective as of that date. If the Agreement is not fully executed by July 1, 2012, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

The Parties agree that this Agreement may be extended for up to two (2) additional one (1) year term period (Optional Renewal Term) following the conclusion of the Initial Term Period provided Customer provides Verizon with written notice of its intent to exercise the Optional Renewal Term at least thirty (30) business days prior to the expiration of the then current Term Period.

3. Additional Provisions

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period (including Optional Renewal Term(s), if applicable), a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will continue to be provided under the terms and conditions of this Agreement for the shortest term period available under the ILEC Product Guide for the Service, and Customer shall be subject to any applicable termination liability associated with such term period unless Customer terminates the Service within sixty (60) days of the end of the Service Period hereunder (the "Extended Service Period").

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



Attachment 1 to Exhibit A

BTN	ADDRESS	CITY	STATE	ZIP
7143784234	9675 WARNER AVE	FOUNTAIN VLY	CA	92708-2823
7143784265	9800 YORKTOWN AV	HUNTINGTON BH	CA	92646-2841
7143784224	9101 BRABHAM DR	HUNTINGTON BH	CA	92646-2764
7148410356	10055 SLATER AVE	FOUNTAIN VLY	CA	92708-4712
7143784200	8787 DOLPHIN DR	HUNTINGTON BH	CA	92646-3218
7143784203	8787 DOLPHIN DR	HUNTINGTON BH	CA	92646-3200
7143784204	8787 DOLPHIN DR	HUNTINGTON BH	CA	92646-3218
7143784210	18720 LAS FLORES ST	FOUNTAIN VLY	CA	92708-7113
7143784213	18720 LAS FLORES ST	FOUNTAIN VLY	CA	92708-7113
7143784220	9101 BRABHAM DR	HUNTINGTON BH	CA	92646-2764
7143784230	9675 WARNER AVE	FOUNTAIN VLY	CA	92708-2823
7143784240	17615 LOS JARDINES E	FOUNTAIN VLY	CA	92708-5340
7143784243	17615 LOS JARDINES E	FOUNTAIN VLY	CA	92708-5340
7143784250	17415 LOS JARDINES W	FOUNTAIN VLY	CA	92708-4846
7143784254	17415 LOS JARDINES W	FOUNTAIN VLY	CA	92708-4846
7143784260	9800 YORKTOWN AVE	HUNTINGTON BH	CA	92646-2841
7143784270	9790 FINCH AVE	FOUNTAIN VLY	CA	92708-7240
7143784280	18313 SANTA CARLOTTA ST	FOUNTAIN VLY	CA	92708-5616
7143784283	18313 SANTA CARLOTTA ST	FOUNTAIN VLY	CA	92708-5616
7143752816	8778 EL LAGO AVE	FOUNTAIN VLY	CA	92708-4320
7143752820	8778 EL LAGO AVE	FOUNTAIN VLY	CA	92708-4320
7143756226	17340 SANTA SUZANNE ST	FOUNTAIN VLY	CA	92708-3307
7143756229	17340 SANTA SUZANNE ST RM 5	FOUNTAIN VLY	CA	92708-3307
7149624861	18720 LAS FLORES ST	FOUNTAIN VLY	CA	92708-7113



Appendix 1 – fGTE and fContel Exchange List

Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancho	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kernville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	





MEMBER PARTICIPATION AGREEMENT

**VERIZON BUSINESS NETWORK SERVICES INC., on
behalf of the Verizon affiliates identified herein ("Verizon")**
22001 Loudoun County Pkwy.
Ashburn, VA 20147

Customer Name: Fountain Valley School District
Customer Address: 10055 Slater Avenue
Fountain Valley, CA 92708
Member Number: MTK92708-01

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

This Member Participation Contract ("Agreement" or "PC") for Verizon Services, together with any attachments, schedules, and other documents made a part hereof ("Agreement"), is made by and between the above-named Customer and Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and its affiliates and successors ("Verizon"). Verizon or its providing affiliate will provide to Customer the Services set forth herein. This Agreement is binding upon execution by both parties. The applicable rates, discounts, charges and credits, if any, shall be effective either: (a) when the Service is installed if Customer does not receive such Service prior to the execution of this Agreement; or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon ("Effective Date").

WHEREAS Verizon and MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities, have entered into a Telecommunications and Internet Services Master Agreement ("Master Agreement"), based upon MiCTA's RFP MT TISA 2010 and Verizon's response thereto; and

WHEREAS, under the Master Agreement, Eligible Organizations who enter into a PC with Verizon may purchase from Verizon certain Services (identified in Attachment A to the Master Agreement) at the prices and/or discounts set forth in Attachment B to the Master Agreement; and

WHEREAS the Customer is an Eligible Organization and desires to purchase from Verizon certain Services available under the Master Agreement, and Verizon is willing to provide such Services on the terms and conditions set forth in this PC;

NOW THEREFORE, Verizon and Customer agree as follows:

GENERAL TERMS AND CONDITIONS

- Services.** Verizon will provide to Customer the services and products ("Services") identified in Attachment A to this Agreement. This Agreement shall replace and supersede the MiCTA Participation Contract previously entered into by and between Verizon and Customer (designated as Contract ID No. 229375) with respect to the Services listed in Attachment A hereto.
- Term.** The "Term" of this Agreement shall begin on the Effective Date (defined above) and end upon the completion of thirty-six (36) months (the "Initial Term"), at which time the Agreement will be automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon sixty (60) days prior written notice. The terms of this Agreement will continue to apply during any service-specific term commitment that extends beyond the Term stated above.
- Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)") and Verizon's "Service Publication and Price Guide" ("Guide"), each as supplemented by this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. The Guide is available to Customer on Verizon's Internet website (www.verizonbusiness.com/guide) ("Website"). Verizon may modify the Guide from time to time, and any modification will be binding upon Customer. Customer may sign-up for e-mail alerts of Guide changes. Except for new services, service features, service options or service promotions, which will become effective immediately upon their posting in the Guide on the Website, any modification made to the Guide will become effective on the date indicated in the Guide, provided that no such modification shall become effective and binding on Customer until it has been posted in the Guide for at least fifteen (15) calendar days. The contractual relationship between Verizon and Customer shall be governed by the following order of precedence: (i) the Tariffs to the extent applicable, (ii) the provisions of this Agreement, and (iii) the Guide.
- Changes to the Guide.** If Verizon makes any changes to the Guide that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within sixty (60) days of the date such change is posted on the Website. Customer shall pay all charges incurred up to the time of Service

discontinuance. Verizon may avoid Service discontinuance if, within sixty (60) days of receipt of Customer's written notice, it agrees to amend this Agreement to eliminate the applicability of the material and adverse change. A "material and adverse change" shall not include, nor be interpreted to include, (i) the introduction of a new service or any new service feature associated with an existing Service, including all terms, conditions and prices relating thereto, or (ii) the imposition of or changes to Governmental Charges (defined below).

5. **Rates and Charges.** For the Services identified in Attachment A, Customer agrees to pay the rates and charges specified in Attachment B to the Master Agreement. In the event (i) Customer receives any Services that are not the subject of rates, charges and discounts expressly set forth in the Master Agreement, or (ii) Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide (or Tariffs, if applicable). As used in this Agreement in connection with rates and charges, "standard" refers to rates and charges for Verizon Business Services III ("VBSIII") where applicable. Except where explicitly stated otherwise in the Master Agreement for a particular service, (a) all rates and charges are subject to change, (b) all discount percentages set forth in the Master Agreement are fixed for the Term, (c) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (d) the rates and charges set forth in the Master Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon or a Verizon affiliate, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means (notwithstanding Section 19, Notices, below).

6. **Governmental Charges.** Verizon may adjust its rates and charges or impose additional rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). Examples of such Governmental Charges include, but are not limited to Universal Service funding and compensation payable to payphone service providers for use of their payphones to access Verizon's service.

7. **Taxes.** All Tax-related provisions of the Guide are specifically incorporated by reference herein. In accordance with the Guide, all charges are exclusive of applicable Taxes (as the term is defined in the Guide), which Customer shall pay. However, if applicable, Verizon will exempt Customer in accordance with law, effective on the date Verizon receives a valid exemption certificate for Customer. If Customer is required by the laws of any foreign tax jurisdiction to withhold income or profit taxes from a payment, Customer will, within ninety (90) days of the date of the withholding, provide Verizon with official tax certificates documenting remittance of the taxes to the relevant tax authorities. The tax certificates must be in a form sufficient to document qualification of the income or profit tax for the foreign tax credit allowable against Verizon's U.S. corporation income tax, and accompanied by an English translation. Upon receipt of the tax certificate, Verizon will issue Customer a billing credit for the amounts represented thereby.

8. **Early Termination Charges.** If Customer terminates this Agreement before the end of the Term, or terminates Service before the end of the applicable term commitment, for reasons other than Cause, or Verizon terminates this Agreement or Service for Cause pursuant to the Section entitled "Termination," then Customer will pay, within thirty (30) days after such termination: (a) all accrued but unpaid charges incurred through the date of such termination, plus (b) an amount equal to the difference between (i) Customer's total charges prior to the termination based on its applicable term pricing and/or discounts and (ii) what Customer's total charges would have been for that same period based on the applicable month-to-month pricing and/or discounts, plus (c) any waived installation charges, plus (d) a pro rata portion of any and all credits received by Customer, and any termination charges that may be required pursuant to the applicable Service Attachment. For purposes of this Article, a Customer's proper termination pursuant to the Article below entitled "Appropriated Funding" shall be considered a Customer termination for Cause.

9. **Payment.** Customer agrees to pay all Verizon charges (except Disputed amounts, as defined below) within thirty (30) days of invoice date. Payments must be made at the address designated on the invoice or other such place as Verizon may designate. Amounts not paid or Disputed on or before thirty (30) days from invoice date shall be considered past due, and Customer agrees to pay a late payment charge equal to the lesser of: (a) one and one-half percent (1.5%) per month, compounded, or (b) the maximum amount allowed by applicable law, as applied against the past due amounts. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within six (6) months of the invoice date shall be deemed to be correct and binding on Customer. Customer shall be liable for the payment of all fees and expenses, including attorney's fees, reasonably incurred by Verizon in collecting, or attempting to collect, any charges owed hereunder.

10. **Termination.** Either party may terminate this Agreement for Cause. As to payment of invoices, "Cause" means Customer's failure to pay any invoice (excluding Disputed amounts) within thirty (30) days after the invoice date, which failure has not been cured within ten (10) days of receiving notice of it. For all other matters, "Cause" means a breach by the other party of any material provision of this Agreement which has not been cured within thirty (30) days after delivery of notice. Verizon may discontinue Service (without limitation) immediately, without notice, if interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services.

11. **Disconnection of Service.** Customer shall provide prior written notice for the disconnection of Service, as follows. For Service provided exclusively within the United States, Customer must provide thirty (30) days written notice. For all other Service, Customer must provide written notice either (a) of sixty (60) days or (b) equal to the cancellation period required by third parties (such as PTTs) for the non-U.S. Mainland portion of the Service Customer is canceling, whichever is longer. Disconnection notices must be labeled conspicuously "Disconnect Request." Customer should contact its account representative or Customer Service if it does not receive confirmation of the disconnection from Verizon within five (5) business days. Notwithstanding any such termination, Customer will remain liable for any applicable early termination charges set forth in this Agreement.

12. **Confidential Information.** Commencing on the date Customer executes this Agreement and continuing for a period of three (3) years from the termination of this Agreement, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party while this

Agreement is in effect, including, but not limited to, the pricing and terms of this Agreement, and any information relating to the disclosing party's technology, business affairs, and marketing or sales plans (collectively the "Confidential Information"). The parties shall use Confidential Information only for the purpose of this Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, or court or governmental order, including but not limited to any open records laws, freedom of information laws, or other "sunshine" laws to which Customer is subject.

13. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, RELATED PRODUCTS, EQUIPMENT, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

14. **Disclaimer of Certain Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Limitation of Liability.** THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION SHALL LIMIT VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE; OR (C) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE.

16. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor without the prior written consent of the other party, provided that if Customer assigns this Agreement to an affiliate or successor, then such affiliate or successor must meet Verizon's creditworthiness standards. Any attempted transfer or assignment of this Agreement by either party not in accordance with the terms of this Section shall be null and void.

17. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer shall: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

18. **Governing Law; Disputes.** Except as the Parties may otherwise expressly agree, this Agreement shall be governed by the laws of the state where the Services are provided by Verizon to Customer's locations. Any litigation arising out of or in connection with this Agreement may be brought for trial in any Federal or state court of competent jurisdiction. The parties agree that any such trial shall be without jury. Non-U.S. Services shall be subject to applicable local laws and regulations in any countries where such Services originate or terminate, including applicable locally filed Tariffs. Customer acknowledges that Verizon is governed by the Communications Act of 1934, as amended, and as interpreted and applied by the Federal Communications Commission.

19. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Except as otherwise provided, notices will be deemed to have been given when received. Customer's notice address is provided on Page 1 of this Agreement unless otherwise noted.

To Verizon:

Verizon Business Services
5055 North Point Parkway
Alpharetta, GA 30022

Attn: Thomas Bostick, MiCTA National Acct. Repr.

Tel: 678-259-1464

Email: tom.bostick@verizonbusiness.com

With fax copies to:

Verizon Business Services
22001 Loudoun County Pkwy
Ashburn, VA 20147

Attn: Vice President, Legal

Fax: 703-886-5807

and to:

Verizon Business Services
2477 Gateway Dr., Ste 100
Room Mail Code 105-B
Irving, TX 75063
Attn: Carlton Baker

20. **Acceptable Use.** Use of Verizon's Internet Service(s) and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") for the countries from which Customer uses them (see www.verizonbusiness.com/terms). Customer shall be liable to Verizon for any losses, damages, claims, costs or expenses sustained or incurred by Verizon resulting from any violation by Customer of the Policy. Each party will promptly notify the other of any such claim.

21. **Domain Names.** Customer shall ensure that its use of any domain name registered or administered on Customer's behalf does not violate the service mark, trademark or other intellectual property rights of any third party. Any violation of this Section is deemed a material breach establishing Cause for termination. Verizon shall have no liability for any claims that may arise from the acts or omissions of domain name registries, registrars or other authorities.

22. **Resellers/Subcontractors.** Verizon agrees to assume ultimate responsibility in all aspects for the performance of all reseller/subcontractors, if any, utilized to provide products and/or services to Customer under this Agreement. Verizon takes the overall responsibility and acts as the single point of contact for services purchased from Verizon under this Agreement including, but not limited to, the following:

- 22.1 Addressing all service and product issues, and providing Customer favorable resolution to any reported problems;
- 22.2 Processing and tracking all Customer purchase orders placed through resellers/subcontractors;
- 22.3 Responding to any/all issues related to delivery, installation, warranty, support, etc. when services and/or products were processed through a reseller / subcontractor; and
- 22.4 Acting as the primary liaison between reseller/subcontractor and/or manufacturer on behalf of the Customer.

23 **Appropriated Funding.** If (a) the Term of this Agreement is greater than one (1) year and (b) Customer is purchasing services hereunder solely with funds that are legislatively-appropriated on a single fiscal year basis and Customer is therefore required by applicable law to reserve the following right in all multi-year purchase contracts, then Customer reserves the right to cancel this Agreement, upon not less than thirty (30) days' notice, whenever such funds have failed appropriation or are otherwise made unavailable to Customer to support continuation or performance in any fiscal year succeeding the first.

24. **Compliance with Law.** Verizon (including its subcontractors, if any) and Customer, shall each at their own expense operate in full compliance with all applicable Federal, State and local laws, rules and regulations. Verizon shall maintain in force all licenses and permits required by the states in which it conducts business.

25. **Financial Stability.** Verizon acknowledges that Customer may rely on Verizon's annual and quarterly financial statements and any required Securities and Exchange Commission Certification Reports as a measure of Verizon's financial strength and ability as an ongoing business concern to fulfill its obligations under this Agreement.

26. **Service Level Agreement (SLA).** Unless Customer and Verizon otherwise expressly agree in writing, Verizon's standard SLAs, if any, for the services/products provided under this Agreement shall apply. Should Customer desire other SLAs to meet their specific organizational requirements, Verizon and Customer may negotiate such SLAs, including: services, features, hardware and/or software to be covered; measurable standards of performance and/or quality of service; Customer/Verizon responsibilities defined; Customer's recourse for system and/or hardware/software failure to meet the SLA; and any other element that is mutually agreed upon by both parties, including any cost adjustments for negotiated SLAs. Any negotiated SLAs shall be made part of this Agreement.

27. **Force Majeure.** Neither party shall be liable for any delay or failure in the performance or provision of Services under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, catastrophe, severe weather, cut cable, explosion, riot, embargo, acts of the Government or third parties, labor disputes or strikes, or unavailability of necessary facilities or equipment.

28. **Entire Agreement.** This Agreement (and any Attachments and other documents incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Services ordered under this Agreement and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties. Any requirement for a signature in this Agreement or any Amendment may be satisfied by facsimile transmission of an original signature. Any terms, conditions, or other contents of any purchase order or similar document issued by Customer shall not apply in any way to add to, delete, or modify the terms and conditions of this Agreement, and shall be deemed to be issued only for administrative purposes to reflect Customer's order for the products or services listed herein under the terms of this Agreement.

ATTACHMENT A
to Member Participation Agreement

Customer name: Fountain Valley School District

1. Service. The Services that Customer may order under this Member Participation Agreement ("Agreement") are those set forth in the MiCTA Master Agreement, including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the MiCTA Master Agreement, including Attachment B of said Master Agreement, which are incorporated herein and made a part of this Agreement.

2. Services Ordered. The parties acknowledge for informational purposes that the Customer's initial order for Services under this Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of this Agreement.

**Verizon Business 1+ Long Distance
INTERSTATE**

Three (3) Year Term.

All rates are per minute, based upon call origination and call termination type								
Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc
On-On	On-Off		Off-On	Off-Off				
0.0160	0.0195	0.0195	0.0195	0.0305	0.0160	0.0160	0.0195	0.0160

CA – IntraState

Three (3) Year Term.

All rates are per minute, based upon call origination and call termination type								
Ded / Ded	Ded / Sw	Sw / Loc	Sw / Ded	Sw / Sw	Loc / Loc	Loc / Ded	Loc / Sw	Ded / Loc
On-On	On-Off		Off-On	Off-Off				
0.0180	0.0238	0.0238	0.0238	0.0419	0.0180	0.0180	0.0238	0.0180

- The rates are postalized (not distance sensitive).
- The rates are fixed throughout the term of the contract.
- The rates are for Peak/Off-Peak.
- Annual Volume Commitment is waived

CAC Waiver

Eligible Products: Long Distance Voice Services – Carrier Access Charge

CAC stands for Carrier Access Charge which applies to Multi-Line Business Lines, ISDN PRI lines, and Centrex Lines that are presubscribed to Company service.

Description: Participation Contracts one (1) year or greater, CAC charges will be waived for new and renewing Long Distance Voice customers that sign a new MiCTA Participation Contract, or an amendment renewing the term of a Participation Contract, for Long Distance Voice Service.

Waiver does not apply to existing Long Distance Voice customers.

Customer Eligibility:

- ☐ New Customers
☐ Renewal Customers

Local exchange carrier's Carrier Change Charge for each line will be \$5.00.

IntraLATA PIC Fee Credit Promotion

Description: Available to customers purchasing new Local Toll service from Verizon. Customers are reimbursed a total of \$5.00 for the local exchange carrier's Carrier Change Charge for each line (up to 500) that the customer converts under this promotion from the intraLATA switched services of another interexchange carrier to Verizon as their primary carrier.

- Eligibility: New, renewing and existing customers signing three (3) year term agreement.
- Existing non-renewal customers will receive this promotion only on new circuits added during the promotional period (existing circuits will NOT receive the benefits of the promotion; existing circuits may not be disconnected and reinstalled to gain promotional pricing)
- Existing renewal customers will receive this promotion on NEW CIRCUITS ONLY

Directory Assistance:

Domestic Directory Assistance = \$0.41

International Directory Assistance = Use standard Guide rates

Calling Card:

For the term of the contract,

Domestic Calling Card Surcharge = \$0.154/per call

International Calling Card Surcharge = \$0.77/per call

MiCTA Toll Free**INTERSTATE**

Three (3) Year Term					
All rates are per minute, based upon call origination and call termination type					
800 DAL (Sw / Ded)	800 CBL (Sw / Sw)	Loc / Loc	Loc / Ded	Loc / Sw	Sw / Loc
Off / On	Off / Off				
0.0195	0.0305	0.0195	0.0195	0.0305	0.0195

CA – IntraState

Three (3) Year Term					
All rates are per minute, based upon call origination and call termination type					
800 DAL (Sw / Ded)	800 CBL (Sw / Sw)	Loc / Loc	Loc / Ded	Loc / Sw	Sw / Loc
Off / On	Off / Off				
0.0264	0.0419	0.0264	0.0264	0.0419	0.0419

Domestic Calling Feature Charges:

For the term of the contract,

Option 2/3 - Toll-Free Dedicated Access Line (DAL) MRC = \$40 per Service Number

Option 2/3 - Toll-Free Common Business Line (CBL) MRC = \$15 per Service Number

Charges associated with the following Domestic Calling Features will be WAIVED:

- _ Option 2 - Toll-Free and Outbound Basic Feature Package MRC
- _ Option 2 - Toll-Free and Outbound Combined Feature Package MRC
- _ Option 3 - Basic and Combined Feature Package MRC
- _ Option 3 - \$3000.00 Minimum Monthly Usage
- _ Option 2/3 - A la carte features (Holiday Routing, Tailor Call Coverage, DNIS, Alternate Routing) MRC

Install charges associated with the following Domestic Calling Features will be WAIVED.

- _ Toll Free and Outbound Basic Feature Package Install
- _ Toll Free and Outbound Combined Features Package Install
- _ Basic and Combined Feature Package Install
- _ Switched Access Location (CBL) Install
- _ Dedicated Access Location Install

International Long Distance Service:

- **The rates are postalized (not distance sensitive).**
- **The rates are for Peak/Off-Peak.**
- **Annual Volume Commitment is waived**

International Outbound Voice Pricing: (VBS3 – Guide Type 18)

For a 3 YEAR term, International Outbound Voice Pricing = VBS3 less 18% discount

Note: In the event of a discrepancy between the rates and charges set forth above and the rates and charges applicable pursuant to the MiCTA Master Agreement, the rates and charges applicable pursuant to the MiCTA Master Agreement shall apply.

Term Commitment. Customer shall purchase the above Services for a minimum period of 36 consecutive months (the "Initial Term") following the execution of this Agreement and installation of the Service.

Service Locations. The above Services shall be provided to Customer under this Agreement at the following locations. Other Customer locations may be added to this Agreement, or changed, only upon mutual assent of the parties.

10055 Slater Avenue, Fountain. Fountain Valley, CA 92708

3. Service Attachment. Service Attachment(s) for the above Services, if applicable, that are attached hereto or set forth in the MiCTA Master Agreement or Guide, are incorporated herein by reference and shall be a part of this Attachment A.

E-Rate Funding Related Terms and Conditions Service Attachment

I. General.

- A.** The terms and conditions of this service attachment apply with respect to any Services (which term includes equipment) for which Customer seeks E-Rate funding ("E-Rate Services") under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company or USAC ("E-Rate Program").
- B.** Delayed Implementation. Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services upon Customer request, until such time as Customer notifies Verizon in writing of USAC's approval of E-rate funding, or Customer notifies Verizon to proceed to provide such E-rate Services (regardless of whether E-rate funding is or has been approved), in which case Customer shall be responsible for payment as set out in Section III.C below. However, if within twelve (12) months after this Agreement is signed by either party, Customer has neither notified Verizon that it has received such USAC approval of E-rate funding for E-rate Services nor notified Verizon to proceed to provide such E-rate Services, then Verizon reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.
- C.** Term and Survival. Notwithstanding any other provisions to the contrary set forth in the Verizon Business Service Agreement (the "Agreement") to which this is attached, the Initial Term and Effective Date for E-Rate Services will be as follows: Providing Customer has signed and delivered this Agreement to Verizon no later than May 1, 2012, the "Initial Term" for the E-Rate Services will be scheduled to begin on July 1, 2012, or as soon thereafter as such services are installed if not previously installed, and the pricing in this Agreement will be effective for such E-Rate Services on that date ("Effective Date") . If Verizon has not received the signed Agreement from Customer by May 1, 2012, the Initial Term for the E-Rate Services will be scheduled to commence on the 1st day of the 2nd billing cycle following Verizon's receipt of the signed Agreement from Customer, or as soon as such services are installed if not previously installed, but in no event earlier than July 1, 2012. The Initial Term shall end upon completion of the number of months specified as the Initial Term in the Agreement following the commencement of the Initial Term. Unless otherwise agreed, the Initial Term for new or additional E-Rate Services installed after the Initial Term begins will be co-terminus with the Initial Term applicable to the other E-Rate Services. At the end of the Initial Term, the Agreement for these Services may be subject to extension or continuation to the extent so provided in the provisions of the Agreement applicable to these Services. In the event the Services are provided to, and used by, Customer after the signature of this Agreement but prior to July 1, 2012, then Customer shall pay the rates set forth in this Agreement unless a prior written agreement is in effect and applicable to such pre-July 1 time period
- D.** Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-Rate Program.

II. E-Rate Funding Method.

Please designate the intended funding method by checking the appropriate box below:

- ☐ Billed Entity Applicant Reimbursement Form ("BEAR") – FCC Form 472
- ☐ Service Provider Invoice Form ("SPIF") – FCC Form 474

III. Customer Responsibilities.

- A.** Customer is solely responsible for applying for and securing any E-Rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection

with such application. Verizon has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.

- B.** Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular Services for E-Rate funding, as such determination rests solely with the Schools and Libraries Division of USAC in its capacity as administrator of the E-Rate Program. Any reference in the Agreement to E-Rate eligibility or ineligibility is not determinative, but is for ease of reference only.
- C.** If for any reason Customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the Services provided under this Agreement that are not paid to Verizon from E-Rate funding, including if applicable reimbursing to Verizon any funds which Verizon is obliged to return to USAC on account of Customer in connection with the Agreement.
- D.** Upon request, Customer will provide Verizon with copies of any E-rate-related materials (including all attachments) reasonably requested by Verizon, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) approved SLD FCC 486 Service Certification Form.

IV. Payment.

- A.** Standard Invoicing. Except as provided below, Verizon will invoice Customer in full for all Services, including those for which Customer's E-rate funding request has been approved. Customer will pay all invoices as provided in the Agreement. With respect to Services for which E-Rate funding has been approved, Customer will file FCC Form 472 (Billed Entity Applicant Reimbursement Form or BEAR) and certify that it has paid for those Services in full. (Note that Verizon must receive an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form before Verizon will sign Customer's FCC Form 472 (BEAR).) Within twenty (20) business days after receipt of payment from USAC, Verizon will remit the approved discounted portion to Customer.
- B.** Alternative Invoicing.
 - 1. For some services (which Verizon will identify for Customer on request), Customer may request that Verizon invoice Customer only for the so-called non-discounted charges (i.e., the charges that are not to be paid or reimbursed via E-Rate funding).
 - 2. Any such request will apply to all E-Rate Services that are eligible for such invoicing until Customer notifies Verizon that it does not want to continue that invoicing treatment with respect to a subsequent funding year. Once made, this invoicing election may not be changed for the current year.
 - 3. To qualify for such invoicing, Customer must send notice to Verizon under this Agreement, together with an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form.
 - 4. Customer understands that Verizon will file FCC Form 474 (Service Provider Invoice Form or SPIF) to obtain payment from USAC of the so-called discounted charges, and upon request, Customer will provide any appropriate documentation or information to Verizon or USAC in support of Verizon's request(s) for payment.
- C.** If, following the end of the funding year, Verizon determines that it has received payment for a Service from both USAC and Customer, Verizon will correct any such duplication, either through credits or refunds to Customer or USAC, as it determines to be appropriate.

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Instruction

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: January 9, 2012 – for Board Meeting on February 16, 2012

BACKGROUND:

According to the Settlement Agreement signed on January 3, 2012 between parent and the Fountain Valley School District, it was agreed to reimburse parent for private school tuition for the 2011-2012 school year effective through June 30, 2012, and not to exceed \$18,750.00. The agreement also includes reimbursement for tuition for the extended school year through July 30, 2012, and not to exceed \$700.00.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned reimbursement not to exceed \$20,000.00.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting
February 16, 2012

Memorandum

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Office of Assessment and Accountability

DATE: February 3, 2012

SUBJECT: Approval of School Loop Service Provider Under E-Rate

Background

The Fountain Valley School District has been participating in the E-rate program for the past 12 years. The E-rate program is a Federal program which provides schools and libraries across the country with substantial discounts on their technology services. Discounts for costs of eligible services range from 20% to 90% and depend on the level of poverty and the urban/rural status of the population served (FVSD's eligibility rate is 46%). In Fountain Valley School District, discounts reduce the costs of our telephone service, Internet access, and the internal connections we use to build and maintain the computer networks that link our classrooms. Over the past 12 years FVSD has received a cumulative total of \$845,797.04 in discounts.

Under the E-Rate program, services for the district are requested a year in advance. Potential service providers may submit proposals to the district and, after a careful vetting process, providers whose services best meet our needs are selected. After weighing the proposals submitted to provide services for 2012-2013, we determined that the incumbents currently providing web hosting services continue to best meet our needs while remaining the most cost-effective. Many of these services are on a month-to-month basis and require no contract. For School Loop, which provides web hosting services for the school web sites, we are seeking approval of a three-year contract, which would ensure continuity for schools and parents as well as prevent rate increases for the next three years.

Recommendation

It is recommended that the Board approve the contract with School Loop to provide web hosting services for three years beginning July 1, 2012, and ending June 30, 2015.



School Loop Subscription Agreement for Fountain Valley School District

Term

Start date (sig date): 7/1/2012 for school year: 12/13 End date: 6/30/2015 for school year: 14/15

School Loop Plus and Gradebook ☒

Student Count: Cost per student:
Secondary: 2225 Secondary: \$4.75 Notes:

Services	Comments	Cost
SIS Integration		\$
Grade Export		\$
Directory Service Integration		\$
Design		\$
Training		\$
Unification		\$

Special Comments

Customer may terminate without penalty by giving written notice at least 90 days prior to the end of each year of the term. All years of the term end on June 30. For example, to terminate for year 2 forward, written notice must be received at least 90 days prior to June 30th, 2013.

Cost Table

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
School Loop Standard	\$	\$	\$	\$	\$	\$
School Loop Plus	\$10,568.75	\$10,568.75	\$10,568.75	\$	\$	\$
Additional Services	\$	\$	\$	\$	\$	\$
Total	\$10,568.75	\$10,568.75	\$10,568.75	\$	\$	\$

Payment Terms

Pay in full: Pay per year (multi-year): ☒ Other:

Billing Terms

Customer will issue PO:
Please invoice us now:
ERATE:
Bill District/School directly :
Bill USAC for ERATE eligible and District/School for remainder:

This Order Form is effective as of the "Start Date" above. By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Customer: _____ By (Signature): _____ Name (Printed): _____ Title: _____ Date: _____	School Loop, Inc. By (Signature): <u><i>Mark Gross</i></u> Name (Printed): <u>Mark Gross</u> Title: <u>CEO</u> Date: <u>2/3/12</u>
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SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (the "**Agreement**") is agreed to by the customer ("**Customer**") identified above and School Loop, Inc., 49 Powell Street, San Francisco, CA 94102 ("**School Loop**"). Customer and School Loop may sign order forms referencing this Agreement ("**Order Form(s)**"), and each such Order Form is effective as of the date specified on that Order Form (the "**Effective Date**").

This Agreement permits Customer to purchase a subscription to School Loop's web-based Service (as defined below) for the period specified on the Order Form (the "**Subscription Term**") and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer's initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

1. The Service

1.1. Provision of Service. School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights, and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the "**Service**"). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services (for example, School Loop Standard), in this agreement those types of Services are referred to as "**Free Services**".

1.2. Restrictions. Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

1.3. Professional Services. If School Loop and Customer agree separately in a Statement of Work ("**SOW**"), shall provide the professional consulting services described in that SOW ("**Professional Services**"). During the term of this Agreement Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW. Customer will reimburse School Loop for reasonable travel and lodging expenses as incurred.

2. Customer Obligations

2.1. "Customer Content" means any data, information or other content of any type which is provided by Customer or any parents, teachers, administrators, other people with information rights, district staff, or students ("**Users**") to School Loop for inclusion in the Service; including without limitation data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation.

2.2. Access to Service. If Customer or Users are given access to accounts on School Loop's systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to

individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer's and Users' accounts.

2.3. User Consents. Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer's convenience only and it is Customer's responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user's School Loop calendar to an external service).

3. Ownership

3.1. Rights in Customer Content. Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service.

3.2. Subscription not Sale. This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

3.3. Pooled Data. The Service may include products that aggregate Customer Content with information about or posted by third party users of the Service (such as other schools or school districts and their teachers, parents, and students) ("**Community Content**") in order to allow Customer and its Users to benefit from the collective knowledge of the School Loop community ("**Pooled Data**"). For example, the Service may allow researchers access to data stripped of any personally identifying information

for the purpose of education-related studies. In aggregating information in order to provide Pooled Data, School Loop will remove any personally identifying information so that the Pooled Data will be anonymized. Customer hereby consents to School Loop's use and aggregation of Customer Content with Community Content to provide Pooled Data to Users.

4. Fees and Payment. All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6 (Limited Warranty), all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

For multiyear contracts, the price for a renewal term of the same length or longer shall be discounted to 90% of School Loop's then-current rates for the Service unless otherwise set forth on the Order Form. Accounts that are not renewed before the expiration date of this contract shall be suspended on expiration.

5. Term and Termination

5.1. Term. This Agreement shall continue until the earlier to occur of (a) expiration or termination of all Subscription Terms, or (b) termination in accordance with this Section 5. Customer's subscription shall renew if and as described in the Order Form.

5.2. Termination for Cause. Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party. SCHOOL LOOP SHALL HAVE NO LIABILITY ARISING FROM ANY TERMINATION OF THIS AGREEMENT.

5.4. Suspension of Service. School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary by School Loop to prevent any harm to School Loop and its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 3 (Ownership), 4.2 (Fees and Payment), 5 (Term and Termination), 6.2 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Limited Warranty

6.1. Limited Warranty. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the

Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

7.3. THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. Indemnification

8.1. Indemnity by School Loop. School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim;

and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 8 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Customer Responsibility for Content. Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9. Confidentiality

9.1. "Confidential Information" mean, (a) any School Loop software, interfaces, web applications and documentation, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation.

9.2. Nondisclosure. The parties acknowledge that they have been entrusted with Confidential Information and agree to use reasonable care to protect the confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Each party shall not (a) use such Confidential Information for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first informing the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

9.3. Exclusions. The obligations under this Section 9 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, or (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party.

9.4. Enforcement. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 9 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

10. General

10.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

10.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

10.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

10.5. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.5 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

10.6. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.7. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

10.8. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

10.9. Audit Rights. Upon School Loop's written request, Customers using any version of School Loop Plus shall furnish School Loop with a signed certification certifying that the Service is being used pursuant to the terms of this Agreement, including any access and user limitations. With prior reasonable notice, School Loop may audit the use of the Service by Customer provided such audit is during regular business hours. Customer is responsible for such audit costs only in the event the audit reveals a discrepancy, of five percent (5%) or greater, on the part of Customer.

10.10. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

10.11. Publicity. School Loop shall have the right to use Customer's name and logo as part of School Loop's customer list.

10.12. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

10.13. Subcontractors. School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

10.14. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

10.15. Compliance with Laws. Customer will comply, at Customer's expense, with all statutes, regulations, rules and ordinances of any governmental body, department or agency which apply to or result from Customer's obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

Fountain Valley School District
BUSINESS SERVICES DIVISION
AS/B 11-12 - 62

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: January 26, 2012
SUBJECT: **2012-13 Budget Calendar**

BACKGROUND

The Board of Trustees is required by law to adopt the 2012-13 budget no later than June 30, 2012. Attached is a budget calendar which outlines significant benchmarks and activities over the next several months that will develop the budget leading to final adoption. The first significant action is the Governor's Proposed State Budget which forms the basis for developing our budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the budget calendar for the 2012-13 fiscal year.

cl

Fountain Valley School District 2012-13 Budget Calendar

January

18th SSC Governor's Budget conference

February

10th Enrollment Projections based on new school boundaries

14th Management Team budget discussion

16th Board update on Proposed State Budget

17th Retirement Incentive notices due

March

8th Second Interim Report to Board with projections

26th-30th Budget information to managers

April

2nd-5th Manager Meetings

20th Complete Budget input

20th Complete enrollment by site

26th Board update on Budget projection as needed

30th Preliminary staffing completed

May

11th May Revise

17th Board Report on May Revise

June

14th Preliminary Budget to Board

28th Public Hearing

28th Adopt Budget



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***AGREEMENT WITH ORANGE COUNTY DEPARTMENT OF EDUCATION FOR DISTRICT PARTICIPATION IN THE EFFECTIVE READING INTERVENTION ACADEMY (ERIA)***
DATE: February 2, 2012

BACKGROUND

The California Services for Technical Assistance and Training (CalSTAT) is a special project of the California Department of Education, Special Education Division. It is funded through the California State Personnel Development Grant (SPDG). The purpose of the SPDG is to provide training, technical assistance, and resources to support both special and general education. Through the Effective Reading Interventions Academy (ERIA), schools receive training and ongoing coaching to develop effective Response to Instruction/Intervention (RtI²) programs in order to improve literacy outcomes for all students. ERIA supports schools in taking steps to identify and assess struggling readers, deliver interventions, monitor student progress, and improve instructional practices.

Participation in ERIA is a three year commitment, and it includes 5 days of professional development for site teams during the first year and a booster training each year thereafter. All expenses and substitute teacher costs are covered by the grant. Participating schools collect and submit data three times annually and receive \$1,500 each year in return for their time and effort. The ERIA program is open to a limited number of middle and high schools in Orange County.

Talbert Middle School began participating in ERIA during the 2010-2011 school year. Fulton and Masuda Middle Schools joined the program in September. In 2011-2012, Orange County Department of Education assumed the role of lead agency and fiscal agent for the ERIA project in Orange County. As such, OCDE is requiring a formal agreement from all participating agencies. The District received the agreement in January.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Orange County Department of Education for District participation in the ERIA program.

Effective Reading Intervention Academy (ERIA)



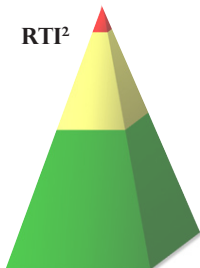
ORANGE COUNTY DEPARTMENT OF EDUCATION



WILLIAM M. HABERMEHL
County Superintendent of Schools

**The Office of Academic Content
and Categorical Support**

RTP²



Funded by CalSTAT

District/Site Requirements:

- District/site principal must attend the ERIA orientation
- All members of the site team and administrator must attend all 5 days of training
- 3 year site commitment to the project
- 3 times per year monitoring schedule (rubric) and assessment
- Complete implementation Rubric 3 times yearly

Training Dates:

September 23, 2011 – **Administrator Kick-Off/**
8:30 am to 11:00 am @ OCDE, 200 Kalmus Drive,
Costa Mesa, 92626 in room B1107

All other workshops held at Learning Exchange listed below

October 6, 2011/8:00 am to 3:00 pm
December 8, 2011/8:00 am to 3:00 pm
January 26, 2012/8:00 am to 3:00 pm
March 20, 2012/8:00 am to 3:00 pm
May 22, 2012/8:00 am to 3:00 pm

Training Location:

Learning Exchange
7122 Maple Street
Westminster, CA 92683
Next to Willmore Elementary

For questions contact:

Tracey Gaglio at 714-966-4233 or tgaglio@ocde.us or
Susan Walker at 714-966-4379 or swalker@ocde.us



What is ERIA?

The Effective Reading Interventions Academy (ERIA) delivers training and ongoing coaching to school site teams of teachers and administrators, helping schools to improve literacy outcomes for their middle and high school students.

ERIA supports schools in taking the following 5 Steps as an approach to improving instruction and outcomes as teams move towards implementing the foundational elements of Rtl².



Presenter: Joanne Allain

Joanne is a national Rtl consultant with *3t Literacy Group*. She works with states, districts, and schools across the country to develop, implement, and coach practical, customized Rtl plans and instruction. Her career experience at both the classroom and district level provides the unique perspective of a practitioner in real schools with real children. As part of the planning process, Joanne focuses on the multiple roles educators play in increasing student achievement and providing the collaborative expertise needed for a comprehensive program. Joanne is the author of *Logistics of Literacy Intervention; a Planning Guide for Middle and High School* and *Logistics of Literacy intervention: An Rtl Planning Guide for Elementary Schools*.

1. Identify struggling students through CST/ELA or CELDT scores
2. Assess specific student needs
3. Deliver interventions to address specific needs
4. Monitor student progress to adjust instruction and intervention as needed
5. Improve content literacy instructional practices to engage all students

Fountain Valley School District

BUSINESS SERVICES DIVISION

ASB/S 11/12 - 58

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **RESOLUTION 2012-13: AUTHORIZATION OF SIGNATURES ON
REPLACEMENT WARRANTS**
DATE: January 19, 2012

BACKGROUND

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

RECOMMENDATIONS

It is recommended that the Board of Trustees approve **RESOLUTION 2012-13:** Authorization of Signatures on Replacement Warrants.

cl

RESOLUTION 2012-13

AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS

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

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

Marc A. Ecker, Superintendent
Stephen McMahon, Assistant Superintendent, Business Services
Cathie Abdel, Executive Director, Personnel
Scott Martin, Director, Fiscal Services
Ross Hessler, Director, Human Resources

MOTION:

SECOND:

AYES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)

) SS.

COUNTY OF ORANGE)

I, Christine Allcorn, Clerk of the Board of Trustees of Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 16th of February, 2012, and passed by a _____ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of February, 2012.

Clerk

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S 11/12 - 59

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **RESOLUTION 2012-14: AUTHORIZATION OF APPROVAL OF
VENDOR CLAIMS/ORDERS**
DATE: January 19, 2012

BACKGROUND

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

RECOMMENDATION

It is recommended that the Board of Trustees approve **RESOLUTION 2012-14:** Authorization of Approval of Vendor Claims/Orders.

cl

RESOLUTION 2012-14

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE February 16, 2012

I, Christine Allcorn, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said board at a regular meeting thereof, held on the 16th day of February 2012 adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective 1st day of February 2012; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED

SPECIMEN SIGNATURE

Marc Ecker

Stephen McMahon

Scott Martin

Charlotte Lima

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February 2012.

Clerk _____

RESOLUTION 2012-14

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE February 16, 2012

I, Christine Allcorn, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said board at a regular meeting thereof, held on the 16th day of February 2012 adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective 1st day of February 2012; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED

SPECIMEN SIGNATURE

Marc Ecker



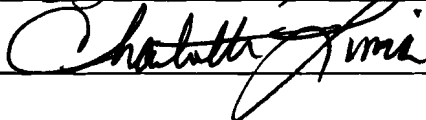
Stephen McMahon



Scott Martin



Charlotte Lima



IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February 2012.

Clerk _____

Fountain Valley School District

BUSINESS SERVICES DIVISION

ASB/S 11/12 - 60

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **RESOLUTION 2012-15: AUTHORIZATION OF SIGNATURES**
DATE: January 19, 2012

BACKGROUND

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

RECOMMENDATION

It is recommended that the Board of Trustees approve **RESOLUTION 2012-15:** Authorization of Signatures.

cl

RESOLUTION 2012-15: AUTHORIZATION OF SIGNATURES

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE: February 1, 2012

I, Christine Allcorn, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 16th day of February, 2012, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

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


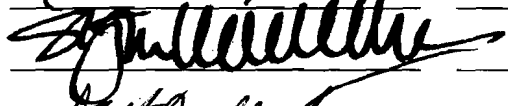
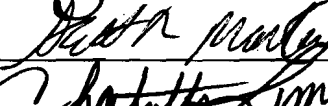
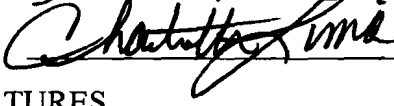

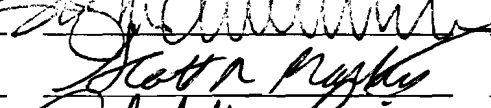
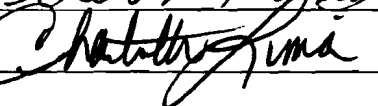
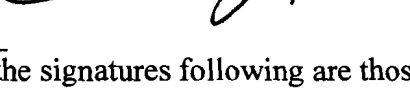
I further certify that the signatures following are those of the members of the governing Board not mentioned above.

<u>NAME TYPED</u>	<u>SIGNATURE</u>
Judith Edwards	
Christine Allcorn	
Ian Collins	
Sandra Crandall	
Jimmy Templin	

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February, 2012.

RESOLUTION 2012-15: AUTHORIZATION OF SIGNATURESFOUNTAIN VALLEY SCHOOL DISTRICTDATE: February 1, 2012

I, Christine Allcorn, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 16th day of February, 2012, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

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

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

<u>NAME TYPED</u>	<u>SIGNATURE</u>
Judith Edwards	
Christine Allcorn	
Ian Collins	
Sandra Crandall	
Jimmy Templin	

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of February, 2012.



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***MEMORANDUM OF UNDERSTANDING FOR THE TWILIGHT
EDUCATION PROJECT***
DATE: February 2, 2012

BACKGROUND

The Twilight Education Project is a collaborative community effort to support non-English speaking parents in the local area. Community partners include the Boys and Girls Club of Huntington Beach, the Children and Families Commission of Orange County, United Way, Huntington Beach City School District, Huntington Beach Adult School, Golden West College, and Orange County Transportation Authority.

The goals of the Twilight Education Project are to expand literacy, parenting, and basic skills to help parents support their children academically, socially, and financially. Additionally, the program includes homework help, tutoring, school readiness activities, and infant care for the children of class participants. The Twilight Education Project is held on the campus of Golden West College three nights a week during the school year. All services and transportation are provided at no cost to families. Currently, the program serves the community of Huntington Beach, but efforts are underway to expand outreach to the city of Fountain Valley.

Fountain Valley School District has the opportunity to partner with the Boys and Girls Club and become a member of the Twilight Education Project collaborative. The proposed Memorandum of Understanding would commit the District to advertising and promoting the program to faculty, parents, and students as appropriate to grow and support the program. The District would make available identified school parking lots as bus pick-up and drop-off points for participating children and parents in the area. Additionally, a District representative would also attend quarterly meetings of the collaborative.

RECOMMENDATION

It is recommended that the Board of Trustees approve the memorandum of understanding for District participation in the Twilight Education Project.

twilight

education project

★ **FREE programs for the whole family!** ★

Tuesday, Wednesday & Thursday • 6:00PM - 8:30PM

Golden West College Campus
15744 Golden West Street • Huntington Beach, CA 92647

For more information regarding classes and transportation, please call
Sunny Schroeter at (714) 809-1786

Adult English Classes

Free English language classes for all levels offered by the Huntington Beach Adult School.

K-12 Programs

Homework help, tutoring and enrichment programs for your children.

Preschool Program

Prepare your young child for Kindergarten.

Infant Care

Enrichment programs for infants as young as 2 months.

Eligibility

This is a family program. At least one parent must enroll in ESL classes for children to participate and parents must have a child enrolled in the program in order to participate.

All programs for children and adults are held at one location.

Bus transportation provided from designated street corner locations in Huntington Beach (map of locations on back).



twilight education project

Goals

- Help English Language Learners succeed in school
- Help parents get the English language skills they need to support their kids financially, academically, and socially

Activities

- Reaches out to low-income families whose children are considered English Language Learners by the public school system
- Picks up whole families from ten street corners in targeted neighborhoods in Huntington Beach
- Takes place at Golden West College three nights per week during the entire school year
- Exposes parents and children to a college environment including programs and activities offered on campus.
- Offers something to help every member of the family succeed:
 - ESL instruction for moms and dads and monthly workshops on parenting, nutrition, health, money management, etc.
 - Homework help and tutoring for school age kids
 - Preschool instruction and infant care
- Breaks down barriers – FREE, bus transportation provided, childcare on site, evening schedule

Collaborative Partners

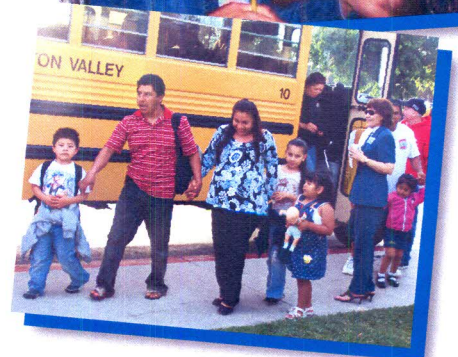
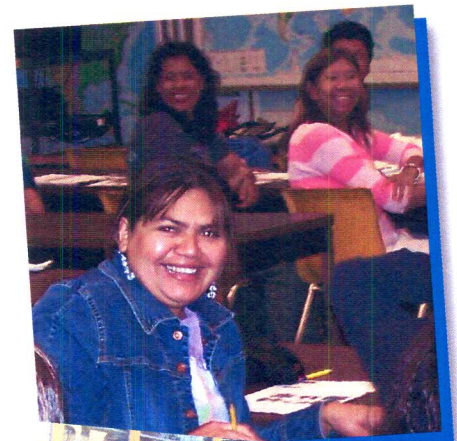
- Boys & Girls Clubs of Huntington Valley
- Huntington Beach City School District
- Huntington Beach Adult School
- Golden West College
- Funding partners include: Orange County's United Way, Orange County Children & Families Commission, Haynes Family Fund, Orange County Transportation Authority, Verizon Check Into Literacy, and the Orange County Community Foundation's Margaret Oser Fund for Women.

Awards and Honors

- California School Board Association's Golden Bell Award for innovative model programs.
- Annie Casey Award from Boys & Girls Clubs of America for outstanding collaborative family support programs.
- Peter Hartman Award from the Orange County Children and Families Commission for the program that best exemplifies their goal of preparing children ages 0-5 for success in school.
- Honorable Mention in the Peter Drucker Awards for Nonprofit Innovation

Future Goals

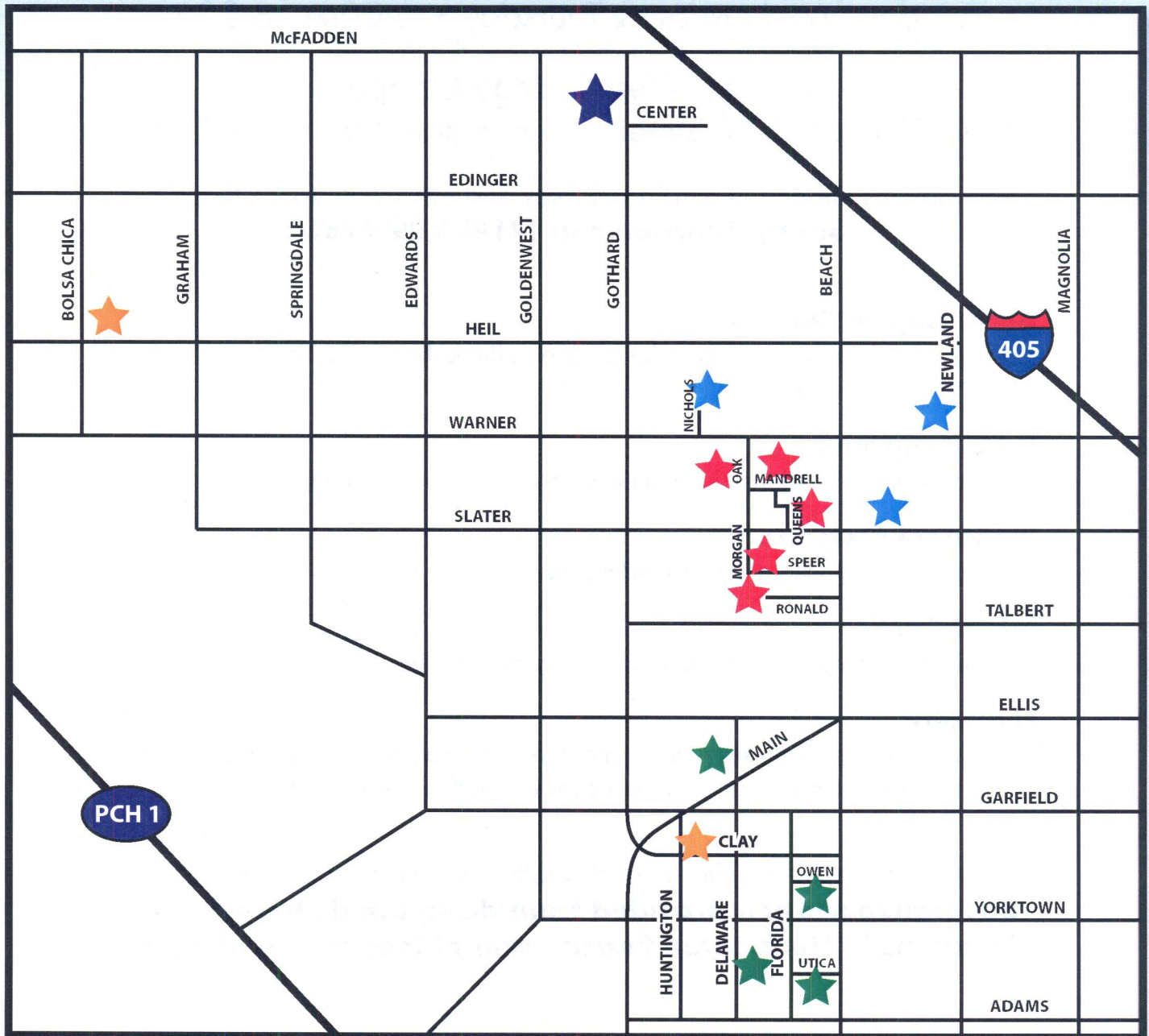
- Expand bus service to areas in Huntington Beach and Fountain Valley with significant need and reach out to Vietnamese families
- Develop a volunteer program designed to attract volunteer tutors
- Expand health, nutrition and fitness programs offered to parents and students.



twilight

education project

Bus pick up locations:



 Twilight Education Project
(held at Golden West College)

 Route 1
Bus Pickup

 Route 2
Bus Pickup

 Route 3
Bus Pickup

 Route 4
Bus Pickup

Memorandum of Understanding for the Twilight Education Project
Effective upon signing.

Collaborative Partners: Boys & Girls Clubs of Huntington Valley, Fountain Valley School District, Golden West College, Huntington Beach Adult School, and Huntington Beach City School District & Community Based English Tutorial Program.

The *goal of the project* is to provide English as a Second Language (ESL) and non-English speaking parents with no cost evening courses to expand literacy and basic skills while at the same time providing school readiness and enrichment activities to children of class participants.

The program is designed to eliminate identified barriers that stop targeted adults and children from participating in literacy programs:

- Transportation (collaboration provides to/from targeted neighborhoods)
- Class hours (evening hours allow working adults to attend)
- Cost (collaboration provides program and services available at no cost to participants)
- Child Care (collaboration provides school readiness and school support activities focused on literacy and healthy child development)

Each of the partners agrees to the following:

Boys & Girls Clubs of Huntington Valley (BGCHV) agrees to provide:

- A facility for the Twilight preschool
- Site Supervisor to provide on-site supervision of the program on a nightly basis
- Project Coordinator to oversee logistics including facilities and staffing
- Appropriate number of staff for preschool and school-age enrichment programs
- Bus transportation
- Fundraising/grant seeking
- Coordination of quarterly or as needed meetings of the collaborative group

Fountain Valley School District (FVSD) agrees to provide:

- Advertise and promote the program to administration, faculty, parents, and students as appropriate to grow and support the program, including distributing flyers to targeted families
- Attendance at quarterly or as needed meetings of the collaborative group

Golden West College agrees to provide:

- Facilities for adult education and school age youth activities
- Wireless internet access for program related computers

Huntington Beach City School District (HBCSD) agrees to provide:

- Project Coordinator to provide on-site supervision of program on a monthly basis
- Program marketing to targeted audience
- Program research to identify targeted neighborhoods
- Tutor(s) from the Community Based English Tutoring program to provide educational enrichment and tutorial services to school age-children at program site
- Attendance at quarterly or as needed meetings of the collaborative group

Huntington Beach Adult School (HBAS) agrees to provide:

- Literacy, language and basic skills classes at program site with a minimum of 20 adult students per class
- Outreach to target population
- Attendance at quarterly or as needed meetings of the collaborative group

Meetings of the partners will be held quarterly or as needed. Issues requiring vote will be by simple majority, with all partners given the opportunity to place a vote.

All partners agree to allow program materials to include their name and/or logo.

All partners agree to work together to help build and grow the program and to make it sustainable in the future.

Tanya Hoxsie
BGCHV

Jennifer Shepard
HBCSD

Steve Curiel
HBAS

Janet Houlihan
Golden West College

Anne Silavs
FVSD



SO: 2011-12/B12-29
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **AGREEMENT REGARDING THE IMPOSITION AND PAYMENT OF
CAPITAL FACILITIES CAPACITY CHARGES**
DATE: February 10, 2012

Background

Through the assistance of Orange County Department of Education (OCDE), school districts have reached a compromise on the collection of fees by the Orange County Sanitation District (OCSD). OCSD has authority to collect fees from all property owners for needed expansion of its facilities due to projected growth, and it initially appeared that these fees would be at a very high level.

The attached Agreement sets our district's fees for any new construction at the "low demand" level which is a significant reduction from the initial "average demand" level. Legal staff from OCDE negotiated this agreement and has approved its form.

Recommendation

It is recommended that the Governing Board approve the Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges with the Orange County Sanitation District and authorize the Superintendent or his designee to sign such agreement on its behalf.

AGREEMENT REGARDING THE IMPOSITION AND PAYMENT OF CAPITAL FACILITIES CAPACITY CHARGES

This Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges ("Agreement") is entered into between the Orange County Sanitation District ("OCSD") and Fountain Valley ("the District"). The Agreement is effective upon approval of the governing boards of the District and OCSD. OCSD and the District are sometimes individually referred to in this Agreement as each "Party," and collectively referred to as the "Parties."

RECITALS

Whereas, OCSD collects, treats, and disposes of wastewater generated within its boundaries. The District owns and operates properties within OCSD's boundaries, and discharges wastewater from these properties to the OCSD collection, treatment, and disposal system.

Whereas, OCSD levies a fee on property owners known as the "Capital Facilities Capacity Charge" ("CFCC"). OCSD uses CFCC revenues to pay for the capital construction of new facilities to accommodate projected growth. Property owners must pay the CFCC when they (1) newly connect to OCSD's system, or (2) expand the use of property that is already connected to OCSD's system. The requirements for payment of CFCCs are currently set forth in Ordinance No. OCSD-40.

Whereas, OCSD calculates the amount of CFCCs for non-residential properties based on, *inter alia*, the estimated relative demand for water associated with different property uses. OCSD categorizes each non-residential property use as low demand, average demand, or high demand. Currently, the base CFCC charges for low demand uses and average demand uses are Two Hundred and Seventy Nine dollars (\$279) and One Thousand Seven Hundred and Thirty Two dollars (\$1,732), respectively, per 1,000 square feet of a new or expanded structure.

Whereas, Sections 2.11 and 2.12 of Ordinance OCSD-40 specify how CFCCs are calculated for replacement structures and remodeled structures. Under these sections CFCCs are, in effect, based on the net increase in square footage of a replacement or remodeled structure as compared with the previously existing structure.

Whereas, Ordinance No. OCSD-40 currently requires OCSD to adjust the amount of CFCCs annually based on the increase in the Engineering News-Record construction cost index for Los Angeles ("ENR Index") as of December of the prior year. CFCCs are also adjusted periodically based on updates to OCSD's Facilities Master Plan. Each Master Plan identifies the capital improvement projects that will be necessary over the following twenty years to meet OCSD's needs, and the estimated cost of those projects. The CFCCs are based on the cost estimates set forth in the most recent Facilities Master Plan.

Whereas, pursuant to California Government Code Section 54999.3, OCSD and the District have negotiated the terms under which the District will pay CFCCs to OCSD. These terms are set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Low Demand Category. For purposes of calculating CFCCs, OCSD shall categorize the District's use of property that it owns within OCSD as "low demand."
2. Payment of CFCCs. Effective July 1, 2011, the District shall pay CFCCs to OCSD pursuant to the requirements of Ordinance No. OCSD-40, as those requirements may be amended from time to time through successor ordinances, resolutions, and/or other documents. Without limiting the foregoing, the District acknowledges that the amount of the CFCC may be adjusted annually based on the ENR Index, and otherwise adjusted periodically based on updates to OCSD's Facilities Master Plan, all as described in the Recitals above.
3. Property Leased to Others Non-Education Related Uses. The District acknowledges that Section 1 above does not apply to property that the District leases to another person or entity for a purpose unrelated to education. OCSD may categorize any such property as average or high demand, as appropriate, based on the policies and criteria in place when the CFCC is imposed.
4. Termination. The obligations of the Parties under this Agreement shall terminate if and when OCSD should ever (1) recategorize the District's use of property that it owns as either average demand or high demand, or (2) modify the CFCC requirements such that CFCCs for replacement and remodeled structures are not, in effect, based on the net increase in square footage of a replacement or remodeled structure as compared with the previously existing structure. If the Agreement is so terminated, the District shall remain responsible for CFCCs incurred prior to termination.
5. Attorneys Fees and Costs. The Parties shall bear their own attorneys fees and costs incurred in connection with this matter, including but not limited to fees and costs incurred in connection with the Board Proceeding and the preparation of this Agreement.
6. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be deemed given or made only if in writing and deposited in the United States mail, postage prepaid and addressed to the party for whom intended, addressed as follows, or to such other address as may, from, time to time, be designated by written notice to the other Parties:

To OCSD: Orange County Sanitation District
 10844 Ellis Avenue
 Fountain Valley, CA 92708
 Attention: General Manager

With a copy to: Bradley R. Hogin, Esq.
 Woodruff, Spradlin, & Smart
 555 Anton Boulevard, Suite 1200
 Costa Mesa, CA 92606

To the
District:

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Stephen McMahon

7. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter set forth herein and supersedes any and all prior or other contemporaneous understandings, correspondence, negotiations, or agreements, written or oral between them respecting the within subject matter.

8. Amendments in Writing. Any amendments to this Agreement must be in writing and signed by all of the Parties.

9.. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon the Parties and their respective heirs, representatives, successors and assigns.

10. Interpretation. This Agreement is the result of negotiations in which each party was represented by counsel of their own selection. Each of the Parties hereby waives any provisions of law to the effect that an ambiguity in a contract or agreement should be interpreted against the Party that drafted the contract, agreement or instrument.

11. Governing Law. This Contract shall be governed by and construed according to the laws of California.

12. No Admission of Liability. This is a compromise settlement of disputed claims. Neither the execution of this Agreement nor anything contained in it is intended to be, nor shall be deemed to be, an admission by either party of any liability to anyone or an admission of the existence of facts upon which liability could be based.

13. Ownership of Claims. The Parties, and each of them, hereby warrant that they are the owners of, and the party legally entitled to settle and release, every claim referred to herein.

14. Severability. In the event any part of this Agreement should be found invalid, unenforceable, or nonbinding, the remaining portion will remain in force and fully binding.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

APPROVED AND AGREED:

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
James Ruth
General Manager

APPROVED AS TO FORM:

By: _____
Bradley R. Hogin, Esq.

Dated: _____

APPROVED AS TO FORM:

By: _____

District Counsel

FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel Division

M E M O R A N D U M

TO: Dr. Marc Ecker, Superintendent

FROM: Cathie Abdel, Executive Director, Personnel

SUBJECT: **Receipt of CSEA Chapter 358 Initial Proposal for 2012-13**

DATE: February 8, 2012

Background

Government Code Section 3547 requires that copies of the initial contract proposal of the exclusive representative be presented at a public meeting and thereafter shall be public record. An initial proposal has been received. In compliance with this requirement, the California School Employee's Association, Chapter 358, presents that the attached subjects for collective bargaining.

Recommendation

It is recommended that the Board of Trustees receive the initial contract proposal of the Fountain Valley School District to CSEA, Chapter 358 for 2012-2013.

Reference: Government Code Article 8, Public Notice, Section 3547 (a)

CA:jb



**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER # 358**

Negotiations Committee

January 13, 2012

Cathie Abdel, Executive Director, Personnel
10055 Slater Ave.
Fountain Valley, CA 92708

Dear Cathie:

For negotiations in the 2011-2012 school year, the CSEA Chapter #358 Negotiations Committee has interest in discussing modifications to some - or all - of the articles in the current *Negotiated Agreement Between Fountain Valley School District and California School Employees Association Chapter #358* (July 1, 2011 - June 30, 2014). They include:

- | | |
|-------------------|---|
| Article 8 | - Terms & Conditions |
| Article 9 | - Salaries |
| Article 10 | - Hours |
| Article 11 | - Layoff And Reemployment Procedures |

In addition to the above, CSEA Chapter #358 also has interest in negotiating any additional issues that may arise during, or as a result of, the negotiations process.

Thank you for your time and considerations. If you have any questions, please feel free to contact me.

Respectfully,

Belinda Burroughs
CSEA Chapter #358 Negotiations Committee, Chair

c: Martin Headland-Wauson, CSEA Chapter #358, President
CSEA Chapter #358, Executive Board Members
Amy Madore, CSEA Labor Relations Representative

FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel Division

M E M O R A N D U M

TO: Dr. Marc Ecker, Superintendent

FROM: Cathie Abdel, Executive Director, Personnel

SUBJECT: **Presentation of Fountain Valley School District's 2012-13 Contract Proposal to CSEA, Chapter 358**

DATE: January 20, 2012

Background

Article 8 of the Government Code, Public Notice, Section 3547(a) states that "all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation shall be presented at a public meeting of the public school employer and thereafter shall be public record." In compliance with this requirement, the Fountain Valley School District sets forth the following proposed issues for the purpose of negotiating a successor agreement of the current contract:

Article 8 -	Terms & Conditions
Article 9 -	Salaries
Article 10 -	Hours
Article 11 -	Layoff and Reemployment Procedures

In addition to the above, CSEA Chapter #358 also has interest in negotiating any additional issues that may arise during, or as a result of, the negotiations process.

Recommendation

It is recommended that the Board of Trustees receive the 2012-13 contract proposal of the Fountain Valley School District to CSEA, Chapter 358.

Reference: Government Code Article 8, Public Notice, Section 3547 (a)

CA:jb