



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**June 14, 2012**

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

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

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*  
The board will meet in closed session to discuss the annual performance evaluation of the superintendent.
- PLEDGE OF ALLEGIANCE

*Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.*

**SPECIAL PRESENTATIONS****1. COMMUNITY ADVISORY COMMITTEE EXCELLENCE IN EDUCATION**

The Community Advisory Committee has created an award to recognize individuals who have encouraged others or who have received the benefits of caring individuals in a very special way. The 2<sup>nd</sup> annual Excellence in Special Education Awards will honor 58 individuals nominated by teacher, parents and staff members. Director, Support Services, Abby Bickford will be joined by Kim Yap and Lisa Moloney in presenting these awards.

**2. OUTSTANDING SERVICE AWARDS PRESENTATION**

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Ian Collins and board representative to the Outstanding Service Award Jimmy Templin shall present the 2011-12 Outstanding Service Award to Nicola Weiss.

**3. PRESENTATION BY ACTION COMMITTEE FOR EDUCATION (ACE) ON SACRAMENTO SAFARI**

The Action Committee for Education (ACE) is a broad-based school community legislative action group which addresses current issues and sponsors annual projects to promote and benefit not only the Fountain Valley School District but public education in general. Representatives shall make a presentation to the Board of Trustees on ACE's recent participation in the Sacramento Safari.

**STAFF REPORTS AND PRESENTATIONS****4. PRESENTATION OF COMMUNITY SURVEY RESULTS BY GEORGE K. BAUM (ORAL AND WRITTEN)**

Ann Nock and Lynn Paquin with George K. Baum will present to the Board of Trustees findings of the recent community survey related to funding technology needs in the district.

**5. BUDGET UPDATE (ORAL AND WRITTEN)**

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

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

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

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

**LEGISLATIVE SESSION**

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

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

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The district is informed of such changes by the California School Boards Association or Orange County Department of Education, through alerts to districts regarding mandated changes.

This board policy/administrative regulation revision brings the district into compliance with AB 746 which expands the definition of bullying by means of an electronic act. In order for the District to be eligible for E Rate and EETT fund, the District's Acceptable Use policy must reflect this legislation.

Superintendent's Recommendation: The Superintendent endorses the updates to Policy 6163.4 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

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

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

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

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

**Routine Items of Business**

- 7-A.** Board Meeting Minutes from May 17<sup>th</sup> board meeting
- 7-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C.** Donations
- 7-D.** Warrants
- 7-E.** Purchase Order Listing
- 7-F.** Budget Transfers

**Consent Items**

- 7-G. AGREEMENT WITH THE ASSISTANCE LEAGUE OF HUNTINGTON BEACH FOR CONTINUED PARTICIPATION IN OPERATION SCHOOL BELL**

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with the Assistance League of Huntington Beach for continued District participation in Operation School Bell.

- 7-H. APPROVAL OF DOCUMENT TRACKING SERVICES AS SARC/SPSA CONSULTANT**

Superintendent's Comments: It is recommended that the Board of Trustees approve the 2012-2013 Licensing Agreement between Document Tracking Services and Fountain Valley School District for assistance in the preparation of annual School Accountability Report Cards and Single Plans for Student Achievement.

- 7-I. APPROVAL OF NAME CHANGE FOR BERGMAN DACEY GOLDSMITH FORMALLY KNOWN AS BERGMAN & DACEY**

Superintendent's Comments: It is recommended that the Board of Trustees approve the continuation of legal services through Bergman Dacey Goldsmith, formally known as Bergman & Dacey and authorize the Superintendent or his designee to sign all documents.

- 7-J. APPROVAL OF INTEL-ASSESS AS PROVIDER OF ASSESSMENT PROGRAM**

Superintendent's Comments: It is recommended that the Board of Trustees approve the 2012-2013 contract with Intel-Assess, Inc., as provider of Fountain Valley School District's District Benchmark assessment program.

- 7-K. OVER-THE-COUNTER (OTC) PRODUCT ADMINISTRATION**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Orange County Department of Education Standard Protocols and Procedures for the Administration of OTC Products and the list of Approved OTC Products for the

Fountain Valley School District.

**7-L. LEGAL SERVICES PROVIDED BY BEST BEST & KRIEGER LLP,  
ATTORNEYS AT LAW**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2012 through June 30, 2013 and authorize the Superintendent or designee to sign all documents.

**7-M. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION  
AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2012 through June 30, 2013 and authorize the Superintendent or designee to sign all documents.

**7-N. APPROVAL OF AGREEMENT FOR COMMUNICATION SERVICES WITH  
PARENTLINK**

Superintendent's Comments: It is recommended that the Board of Trustees approve the District's communication messaging service contract for 5-years with ParentLink for a period from July 1, 2012 through June 30, 2017 and authorize the Superintendent or his designee to sign all documents.

**7-O. RESOLUTION 2012-25: SCR ANNUAL MEMBERSHIP APPROVAL**

Superintendent's Comments: It is recommended that the Board of Trustees approve Resolution 2012-25 to renew its membership in the Southern California Joint Powers Authority.

**7-P. ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING WITH  
FULLERTON SCHOOL DISTRICT AND LAGUNGA BEACH UNIFIED  
SCHOOL DISTRICT FOR REFURBISHING SCIENCE KITS FOR 2012-13**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Memorandum of Understanding between the Fountain Valley School District and Fullerton School District and Laguna Beach Unified School District for Science Kit Refurbishment for the 2012-13 year.

**7-Q. RUN-OFF AGREEMENT WITH KEENAN & ASSOCIATES**

Superintendent's Comments: It is recommended that the Board approve the attached Run-Off Agreement with Keenan & Associates.

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

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

### **The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, June 28, 2012 at 7:00pm.**

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

*Board meeting proceedings are tape recorded.*

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

FOUNTAIN VALLEY SCHOOL DISTRICT  
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Abby Bickford, Director, Support Services

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

DATE: May 30, 2012 - Board Meeting of June 14, 2012

---

BACKGROUND:

The Community Advisory Committee has created an award to recognize individuals who have encouraged others, or who have received the benefits of caring individuals in a very special way. The 2nd Annual "Excellence in Special Education Award" will honor approximately 58 individuals; (Special Education Teachers, General Education Teachers, Instructional Aides, Bus Drivers, students, and office staff members) who will be honored the evening of the June 14, 2012 Board Meeting.

Abby Bickford, Kim Yap and Lisa Moloney will hand out the awards honoring these individuals who have been nominated by teachers, parents and staff members.

*Board meeting of June 14, 2012*

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: **PRESENTATION OF OUTSTANDING SERVICE AWARD 2011-2012:  
NICOLA WEISS**  
DATE: April 21, 2010

---

**Background:**

In 1983, the Board of Trustees established the Fountain Valley School District's Outstanding Service Award. This award was designed for the Board of Trustees to recognize members of the school community who volunteer their services beyond the local school. This includes participation on district committees such as the Superintendent Parent Council, Action Committee for Education, the Fountain Valley Educational Foundation and any other services that benefit all children in the district. In recent years, the Selection Committee has been comprised of past recipients of this award.

The Outstanding Service Award Selection Committee reviewed the nominations submitted this year. The committee was proud to select one outstanding person to receive the Outstanding Service Award for 2011-12.

**Congratulations to Nicola Weiss!**

Board President Ian Collins and board representative to the Outstanding Service Award Jimmy Templin shall present the 2011-12 Outstanding Service Award to Mrs. Weiss this evening.

/rl

Ref: Board Policy 1150.1

SO: 2011-12/ B12-40  
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: **Presentation by Action Committee for Education (ACE) on  
Sacramento Safari**  
DATE: June 8, 2012

---

**Background:**

On March 26-27, 2012, the Fountain Valley School District sent representatives from our schools and community to Sacramento to participate in the annual "Sacramento Safari." This yearly event allows our district representatives to meet with state lawmakers and their staff to express local concerns and ideas. The group was given the opportunity to hear from a variety of experts on state education policy, and was allowed the chance to network with parents from other school districts throughout Orange County. This PTA-sponsored event was well represented within our district.

Safari representatives shall present an oral report to the Board of Trustees on this year's exciting event.



SO: 2011-12/B12-39  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Presentation of Community Survey Results by George K. Baum (Oral and Written)**  
DATE: June 8, 2012

---

**Background:**

At the April 26<sup>th</sup> meeting of the Board of Trustees, Ann Nock and Lynn Paquin with George K. Baum presented to the Board the process for approval of a technology bond measure for the Fountain Valley School District.

The Board approved at the May 17<sup>th</sup> meeting a survey to assess the electorate's support of a ballot measure for the November election. Ms. Nock and Ms. Paquin will present the findings of this survey to the Board of Trustees.

Board Meeting of February 16, 2012

SO 2011-12/B12-41  
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: Budget Update (Oral Report)**  
DATE: June 8, 2012

---

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



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting of  
June 14, 2012

## Memorandum

**TO:** Marc Ecker, Superintendent

**FROM:** Julianne Hoefer, Director, Assessment and Accountability

**DATE:** June 1, 2012

**SUBJECT:** **Revision to Board Policy 6163.4: Student Use of Technology/Acceptable Use Policy (First Reading)**

---

### Background

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The district is informed of such changes by the California School Boards Association or Orange County Department of Education, through alerts to districts regarding mandated changes.

This board policy/administrative regulation revision brings the district into compliance with AB 746 which expands the definition of bullying by means of an electronic act. In order for the District to be eligible for E Rate and EETT fund, the District's Acceptable Use policy must reflect this legislation. Old text is indicated by strike-through type and new language is italicized and bold. Please note that in some instances, numbers for original administrative regulation text are different than those included in the attached revised regulation. The renumbering was done to improve organizational structure and make the administrative regulation more comprehensible with similar topics grouped.

### Recommendation:

The Superintendent endorses the updates to Policy 6163.4 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

The Board of Trustees recognizes that technology is a vehicle to access the most current and extensive sources of information throughout the district's schools and classrooms. The use of technology ~~enables students to practice academic skills and to develop problem-solving abilities.~~ *prepares students for 21<sup>st</sup> Century careers.*

*The District provides technology for a limited educational purpose. This means students may use these resources for classroom activities and other school-related work. Students may not use District technology for commercial purposes; students may not offer, provide, or purchase products or services using District technology. Students may use District technology only for class assignments or for personal research on subjects similar to what they might study in a class or in the school library. Use for entertainment purposes or personal communication, such as personal blogging, instant messaging, online shopping or gaming is not allowed.*

*Use of District technology is a privilege, not a right. The District may place reasonable restrictions on the material that students access through the system, and may revoke students' access to District technology if they violate the law, District policies or regulations. Violations of the law or this policy may be reported to law enforcement agencies. In addition, violations of the law or this policy may result in discipline, up to and including suspension and expulsion.*

*Use of Personal technology may violate this Policy if the District reasonably believes the conduct or speech will cause actual, material disruption of school activities. This Policy and accompanying Administrative Regulation will provide students with guidance in order to avoid such disruption.*

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

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

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

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

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

*The Fountain Valley School District assumes no liability for the loss, theft, or damage to electronic devices brought to school. This includes devices purchased by parents to assist student instruction. **Parents can be held financially responsible for any harm that results from a student's intentional misuse of District or Personal technology.** ~~Parent's signature on this agreement indicates acknowledgement of this provision within the policy and agreement of its requirements.~~*

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

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

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

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

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

*Students should not expect privacy in the contents of their personal files on the District's Internet system or other District technology. All student use of District technology will be supervised and monitored. The District's monitoring of student Internet usage can reveal all activities students engage in using the District's internet system.*

- *Maintenance and monitoring of the District's internet system or other technology may lead to discovery that a student has violated this Policy, or the law. An individual search will be conducted if there is reasonable suspicion that a student has violated this Policy, the District's student discipline policy, or the law.*
- *Parents have the right to request to see the contents of student computer files at any time.*

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

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

*(cf. 6162.6 - Use of Copyrighted Materials)*

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

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

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

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

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

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

***Legal References:******EDUCATION CODE***

*51006 Computer education and resources*

*51007 Programs to strengthen technological skills*

## STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

*51870-51874 Education technology*  
*60044 Prohibited instructional materials*

### **PENAL CODE**

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

### **UNITED STATES CODE, TITLE 15**

*6501-6506 Children's Online Privacy Protection Act*

### **UNITED STATES CODE, TITLE 20**

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

### **UNITED STATES CODE, TITLE 47**

*254 Universal service discounts (E-rate)*

### **CODE OF FEDERAL REGULATIONS, TITLE 47**

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

### **Management Resources:**

#### **CSBA Publications**

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

#### **FEDERAL TRADE COMMISSION PUBLICATIONS**

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

#### **WEB SITES**

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

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

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

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

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

**Federal Trade Commission, Children's Online Privacy Protection:**

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

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

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

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

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

(cf. 0440 - District Technology Plan)

(cf. 4040 - Employee Use of Technology)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6162.7 - Use of Technology in Instruction)

At the beginning of each school year, teachers, administrators, and library media technicians, parents/guardians shall receive a copy of the District's ~~policy and administrative regulation regarding access by students to the Internet and online sites to be used for instructional purposes.~~ (Education Code 48980) ***“Student Use of Technology” Policy and Administrative Regulation. Students are informed that their parents may be held financially responsible for any harm that may result from the student’s intentional misuse of District or Personal Technology. Students may use District Technology only if their parents have signed a waiver of claims for damages against the District.***

(cf. 5145.6 - Parental Notifications)

**Online/Internet Services: User Obligations and Responsibilities**

Students are authorized to use the District's equipment and online services in accordance with user obligations and responsibilities specified below and in accordance with Governing Board policy and the District's Acceptable Use Agreement and the user obligations and responsibilities specified below. ***The following provisions refer to District Technology; however, use of Personal Technology also may violate this regulation if the District reasonably believes the conduct or speech will cause actual, material disruption of school activities.***

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students ~~shall keep personal account numbers, passwords, home addresses and telephone numbers private.~~ They shall use the system only under the account to which they have been assigned. ***Unless otherwise instructed by school personnel, students shall not disclose, use or disseminate personal identification information about themselves or others when using electronic mail,***

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

*chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals located through the Internet without the permission of their parents/guardians.*

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

2. The student shall use the District's system safely, responsibly, and only for purposes related to education. Commercial, political and/or personal use of the District's system is strictly prohibited. The District reserves the right to monitor any online communications for improper use.
3. ~~Students shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, gender, sexual orientation, age, disability, religion or political beliefs.~~

~~(cf. 5131—Conduct)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~(cf. 5145.9—Hate Motivated Behavior)——~~

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

~~(Penal Code 313)~~

*Students shall not use District Technology to access, post, submit, publish or display “material that is harmful to minors,” or matter that is threatening, obscene, lewd, vulgar, or disruptive.*

*The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that--*

*(a) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;*

*(b) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and*

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

*(c) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors. (47 USC 254(h)).5.*

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

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

~~*Students may not send, share, view or possess pictures, text messages, e-mails or other material of an obscene nature in electronic or any other form on Personal Technology at school or school-related activities, or using District Technology.*~~

5. *Students shall not use District Technology to engage in discrimination, harassment, intimidation, threats, or bullying on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, Education Code 233, or association with a person or group with one or more of these actual or perceived characteristics.*

*“Harassment, threats or intimidation” means the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.*

*(cf. 5131 – Conduct)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

6. ~~Copyrighted material shall not be placed on the system in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.~~

~~*Students shall not engage in cyberbullying using District Technology.*~~

*“Cyberbullying” means any severe or pervasive verbal communications Made by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Education Code Section 48900.2, 48900.3, or*

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

*48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:*

- (a) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.*
- (b) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.*
- (c) Causing a reasonable pupil to experience substantial interference with his or her academic performance.*
- (d) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.*

*“Electronic act” means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet Web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer or pager.*

*“Reasonable pupil” means a pupil, including but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.*

**STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY**

*While not an exhaustive list, examples of cyberbullying might include:*

- *threats to harm another person;*
- *oral or written assaults, such as teasing or name-calling;*
- *social isolation or manipulation;*
- *posting harassing messages, direct threats, social cruelty or other harmful texts, sounds or images on the Internet, including social networking sites;*
- *posting or sharing false or defamatory information about another person;*
- *posting or sharing information about another person that is private;*
- *pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;*
- *posting or sharing photographs of other people without their permission;*
- *spreading hurtful or demeaning materials created by another person (e.g., forwarding offensive e-mails or text messages); and*
- *retaliating against someone for complaining that they have been bullied.*

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

*(cf. 3513.3 - Tobacco-Free Schools)*

*(cf. 5121.6 – Alcohol and Other Drugs)*

8. *If students mistakenly access inappropriate information, they should immediately report this access to a teacher or school administrator. This may help protect students against a claim that they have intentionally violated this policy.*
9. *Students should promptly disclose to a teacher or school staff any message or other materials they receive that are inappropriate or make them feel uncomfortable. Students should not delete this information unless instructed to do so by a staff member.*
10. Students shall not intentionally upload, download or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."

## STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

(cf. 5131.5 - Vandalism, Theft and Graffiti)

- 11. *Students shall not gain or attempt to gain unauthorized access to District technology, or that of another individual. This includes going beyond the student's authorized access, attempting to log in through another person's account, and accessing another person's files.***
- 12. *Students shall not deliberately attempt to disrupt District technology, or that of another individual. Examples include attempt to destroy or alter data, or spread computer viruses.***
- 13. Students shall not read other users' electronic mail or files. They shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to delete, copy, modify or use another's individual identity.**
- 14. Students shall report any security problem or misuse of the services to the teacher or principal.**

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

~~(cf. 5145.12 - Search and Seizure)~~

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

~~(cf. 5144 - Discipline)~~

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

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

## **PERSONAL MOBILE DEVICES**

***The use of personal mobile devices, such as laptops, cellular phones, tablets, pagers, or other electronic signaling devices, by students on campus is subject to all applicable District policies and regulations concerning technology use, as well as the following rules and understandings:***

## STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

- *Permission to have a mobile device at school is contingent on parent/guardian permission in the form of a signed copy of the District's Student Acceptable Use Policy and Personal Device Agreement.*
- *The District accepts no financial responsibility for damage, loss or theft. Devices should not be left unattended.*
- *All costs for data plans and fees associated with mobile devices are the responsibility of the student. The District does not require the use of personal mobile devices and does not rely on personal devices in its instructional program or extracurricular activities.*
- *Use during class time must be authorized by the teacher.*
- *Photographs and audio or video recordings may be taken/made only with the express permission of all individuals being photographed or recorded. Recordings made in a classroom require the advance permission of the teacher and the school principal.*
- *Students may not take, possess or share obscene photographs or video.*
- *Students may not photograph, videotape or otherwise record teacher-prepared materials, such as tests.*
- *The District will monitor all Internet or intranet access.*
- *If the District has reasonable cause the student has violated the law or District policy, the device may be searched by authorized personnel and/or law enforcement may be contacted.*

## DISTRICT-OWNED MOBILE DEVICES

*When a student is using a District-owned mobile device, all of the above rules pertaining to the personal mobile devices apply as well as the following:*

- *The device may be used only for school-related purposes.*
- *Users may not download applications ("apps") to the device without permission from the teacher or other District employee.*
- *Users must follow all "apps" user agreements.*
- *The student and parent/guardian will be responsible for the replacement cost if the device is lost or is damaged because of intentional misuse.*

## ACADEMIC DISHONESTY

*Electronic resources can make academic dishonesty easier and more tempting for students. Students are reminded that academic dishonesty includes the following:*

### *Cheating*

1. *Copying work from others.*
2. *Communicating exam answers with other students during an examination.*

## STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

3. *Offering another person's work as one's own.*
4. *Sharing answers for a take-home examination or assignment unless specifically authorized by the instructor.*
5. *Tampering with an examination after it has been corrected, then returning it for more credit.*
6. *Using unauthorized materials, prepared answers, written notes or concealed information during an examination.*
7. *Allowing others to do the research and writing of an assigned paper (including use of the services of a commercial term-paper company).*

### *Dishonest Conduct*

1. *Stealing or attempting to steal an examination or answer key from the instructor.*
2. *Changing or attempting to change academic records without proper sanctions.*
3. *Allowing another student to copy off of one's own work during a test.*

### *Plagiarism*

*Plagiarism is intellectual theft. It means use of the intellectual creations of another without proper attribution. Plagiarism may take two main forms, which are clearly related:*

1. *To steal or pass off as one's own the ideas or words, images, or other creative works of another.*
2. *To use a creative production without crediting the source.*

*\*Credit must be given for every direct quotation, for paraphrasing or summarizing a work (in whole, or in part, in one's own words), and for information which is not common knowledge.*

*(cf. 6162.6 - Use of Copyrighted Materials)*

### *Collusion*

*Any student who knowingly or intentionally helps another student perform any of the above acts of cheating or plagiarism is subject to discipline for academic dishonest.*

### *Copyrights*

*Students may not inappropriately reproduce or share a work that is protected by copyright. Students may not quote extensively from any source without proper attribution and permission.*

## STUDENT USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

***Students may not make or share copies of copyrighted software, songs or albums, digital images, movies or other artistic works unless explicitly permitted by the fair use doctrine or other copyright law. Unlawful peer-to-peer network file sharing is a criminal offense.***

*(cf. 6162.6 - Use of Copyrighted Materials)*

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

*(cf. 5145.12 - Search and Seizure)*

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

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

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

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

*(cf. 5144 - Discipline)*

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

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



Fountain Valley School District

## ~~Student Acceptable Technology Use Policy~~

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

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

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

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



Fountain Valley School District

## Student Acceptable Technology Use Policy

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

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

---

---

Student Name (please print)

---

---

Signature

---

---

Date

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

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

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

---

---

Parent/Guardian Name (please print)

---

---

Signature

---

---

Date

Fountain Valley School District

## Personal Device Agreement

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

**Guidelines:**

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

**List personal device information:**

Make \_\_\_\_\_ Model \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_

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

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent's Name \_\_\_\_\_  
(Please print)

Student's Name \_\_\_\_\_  
(Please print)

E-mail Address \_\_\_\_\_

School \_\_\_\_\_

Principal's Signature \_\_\_\_\_

Director's Signature \_\_\_\_\_ Board approval date: 12/9/10



Fountain Valley School District

## **Student Technology Use/Internet Access: Parent Permission Form and Parent/Student Agreement**

**Student Acknowledgement****Student Name:** \_\_\_\_\_

*I have read and understand Board Policy/Administrative Regulation 6163.4 related to my use of District technology/Internet access, a copy of which is attached to this document. I understand that the consequences for violating the Policy or Administrative Regulation include, but are not limited to: suspension and/or revocation of Internet access, school suspension and/or expulsion, or possible legal action. I have read and agree to abide by these rules and regulations for acceptable use of electronic information resources.*

\_\_\_\_\_  
Student Name\_\_\_\_\_  
Student Signature\_\_\_\_\_  
Date**Agreement and Parent Permission Form**

*I have read and understand Board Policy/Administrative Regulation 6163.4 related to my student's use of District technology/Internet access, a copy of which is attached to this document. As the parent or guardian of this student, I have read and understand these rules and regulations for acceptable use of electronic information resources and understand that use of the Internet is designed for educational purposes. I understand that it is impossible for the District to restrict access to all controversial materials, and I will not hold the District, its Board members, officers, employees or agents responsible for materials acquired on the network. I hold the District, its Board members, officers, employees and agents harmless from any damages, awards, or claims of liability resulting from my student's access to the Internet, the failure of any technology protection measures, violations of copyright restrictions, user mistakes or negligence, or any costs incurred by my student. Access to the Internet is a privilege, not a right. My student is expected to use good judgment and follow the above-listed rules of use. Should there be breach of the rules, my student may lose all access to the District network and/or may be subjected to discipline, including suspension and expulsion. I understand I may be held liable for any damages caused by my student's intentional misuse of technology/Internet access.*

☐

*I hereby give my permission for my student to use District technology and access the Internet in accordance with the above.*

**OR**☐

*At this time I do not accept this agreement, nor do I give permission for my student to access the Internet.*

\_\_\_\_\_  
Parent/Guardian Name (print)\_\_\_\_\_  
Parent/Guardian Name Signature\_\_\_\_\_  
Date

Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**May 17, 2012**

**MINUTES**

President Ian Collins called the regular meeting of the Board of Trustees to order at 5:01pm.

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

Mr. Collins noted that there was an addendum to the agenda with corrections made to the following items:

AGENDA APPROVAL

**12-B. Personnel Items**

Removal of Item 1.1.3 Urban, Kristen, Certificated Leave of Absence Request

Correction to Item 1.2 2012-13 School Year Calendar to now read August 16-29 1 Day Teacher Pre-Service.

**12-N. APPROVAL OF 2012-15 EDUCATION TECHNOLOGY PLAN**

Superintendent's Comments: It is recommended that the Board of Trustees approve the 2012-15 Fountain Valley School District Education Technology Plan.

Addition to paragraph 1, page 5 of "Currently there is no access to technology at school sites before or after school due to decreased funding."

Amendment to *Strategies to Use Technology for Academic Course Delivery*, page 51 to read "Since the Apple Briefing opportunity in Fall, 2011, technology has become a focus. The Board of Trustees will decide whether or not to authorize a survey to determine whether passing a technology bond is viable. In addition, they also made technology a Board Interest and it is included in the yearly District goals authored by the Assistant Superintendent, Instruction."

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

**Second:** Mrs. Crandall

**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.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*  
The board will meet in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 7:02pm. Girl Scout Troop 1428 led the Pledge of Allegiance.

PLEDGE OF 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 was joined by Principal Mr. Ham and members of the Cox teaching staff in recognizing six outstanding students from Cox School. Those students honored for their hard work at Cox School this year included: Serenity Long (K), Destanie Garcia (1<sup>st</sup>), Ethan Rumney (2<sup>nd</sup>), Marlee Kobus-Orr (3<sup>rd</sup>), Miriam Brown (4<sup>th</sup>) and Terra Mendez (5<sup>th</sup>).

RECOGNITION OF STUDENTS FROM COX SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board was joined by Principal Mrs. Buehler in recognizing six outstanding students from Gisler School. Those

RECOGNITION OF STUDENTS FROM GISLER SCHOOL

students honored for their hard work at Gisler School this year included: Austin Kilroy (K), Lila Crossett (1<sup>st</sup>), Gabriella Rodriguez (2<sup>nd</sup>), Kevin Nguyen (3<sup>rd</sup>), Madison Martinez (4<sup>th</sup>) and Alexandra Lee (5<sup>th</sup>).

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board joined Mr. Ham in recognizing and thanking Rachelle Chawke and Gillian Paradise. Members of the Cox PTO and staff were also present to thank these parents for their outstanding contributions to Cox School this year.

#### RECOGNITION OF COX 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 Gisler School, the Board joined Mrs. Buehler in recognizing and thanking Paige Baumgartner and Beverly Graham. PTO President Wendy Ricon was joined by members of the Gisler PTO and staff to thank these parents for their outstanding contributions to Gisler School this year.

#### RECOGNITION OF GISLER PARENT VOLUNTEERS

### **PUBLIC HEARINGS**

A public hearing was held for the purpose of receiving public comment on the Tier III Categorical Program. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

#### PUBLIC HEARING FOR TIER III CATEGORICAL PROGRAM FLEXIBILITY TRANSFERS

A public hearing was held for the purpose of discussing the General Waiver Request to the California Department of Education to accept the Fountain Valley School District's CELDT Apportionment Report for 2010-11 beyond the 12/31/2012 deadline. Public input was welcomed. There were no requests to address the Board and the public hearing was closed.

#### PUBLIC HEARING FOR GENERAL WAIVER REQUEST STATE TESTING APPORTIONMENT INFORMATION REPORT

### **STAFF REPORTS AND PRESENTATIONS**

The Board of Trustees received notification of the upcoming Public Hearing on the Personnel Commission's proposed budget for 2012-13. The Public Hearing shall be held on May 24, 2012 at 5:30pm. Public input will be welcomed.

#### ANNOUNCEMENT OF PUBLIC HEARING FOR PERSONNEL COMMISSION BUDGET (WRITTEN ONLY)

### **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Allcorn enjoyed the OCSBA meeting and PAGE meeting

#### BOARD REPORTS AND

with speakers Michael Kilbourn and Bob Canavan. Regarding the discussed massive education cuts and special education cuts, she noted that it does not look good, noting that nothing will be accomplished until after the election. She also enjoyed the ACE meeting and had the opportunity to meet with a group of scouts regarding rights and responsibilities. She noted that she is also looking forward to the Mr. Fountain Valley pageant this Friday.

## COMMUNICATIONS

Mrs. Edwards also enjoyed the PAGE meeting and OSCBA meeting. She noted that the evening included the awarding of the Marion Bergeson Award to Hilda Sugarman from Fullerton School District. She also enjoyed the Rotary Teacher of the Year Breakfast and noted that it was wonderful to see all of the great teachers honored. She joined the group to surprise John Wood in announcing he is an OCDE Teacher of the Year. She also attended the Outstanding Service Award meeting and this weekend will attend the Delegate Assembly meeting.

Mr. Templin enjoyed the ACE meeting as well as the new SELPA director meeting. He noted that it was interesting to hear the comments presented and see the similarities amongst other groups in their concerns. Regarding ACE, he noted that he appreciated the discussion noting that is a group of people that speak up and ask a lot of questions. He noted that he has started doing homework regarding magnet programs and began watching some webinars and noted the special funding that can come with magnet programs. He has also begun researching grant writing, noting that 51 other districts have pursued the idea of using an agency to help facilitate grants and he has begun talking to some of them. He noted that he will present and discuss his findings under new business in next few months.

Mrs. Crandall extended her congratulations to those honored this evening from Cox and Gisler. She also noted the recent end of Teacher Appreciation Week as well as the resolutions of appreciation to our classified employees, nurses and speech and language pathologists. She noted that without these groups we could not run the district. She thanked Mrs. Allcorn for attending the PAGE meeting in her place. She also enjoyed visits to Moiola, Oka, Cox, Gisler, Fulton and Courreges, noting that many were waiting STAR testing and there was a great sense of preparation at each site. She also enjoyed the Mayor's Breakfast and the presentation in John Wood's classroom as he was notified that he is an OCDE Teacher of the Year. She also enjoyed the Rotary Teacher Recognition breakfast and was impressed by the families there to support these teachers. She participated in the

Student in Business Day debriefing noting that next year the date for the event will be earlier, in either late February or early March. She also noted that it is being evaluated as to whether there is merit for our middle school students to participate. She also enjoyed the 4<sup>th</sup> District Advocacy meeting where Ron Bennett presented.

Mr. Collins enjoyed the John Wood surprise visit as he was notified that he is an OCDE Teacher of the Year. He noted that Mr. Wood is so humble and so caring and a very deserving teacher. He also attended CSBA's Superintendent and Board Evaluation seminar and enjoyed the Classified BBQ. He attended the ACE meeting as well as the SPC meeting, noting that for the first year, SPC hosted the principals for brunch and the meeting provided the opportunity for a lot of good ideas to be shared. He also attended the Women's Club Scholarship Social as well as visits to Oka, Cox and Gisler and the OCSBA dinner.

## **PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

**PUBLIC COMMENTS**

## **LEGISLATIVE SESSION**

**Motion:** Mrs. Edwards moved to adopt the District Goals for the 2012-13 School Year.

**ADOPTION OF  
DISTRICT GOALS  
FOR 2012-13 SCHOOL  
YEAR**

Second: Mr. Templin

Mrs. Allcorn commended senior management for their work with staff to put together these goals, setting the direction for the district for the coming year. She noted that there are exciting things including those putting us in compliance with the common core and the technology plan. She noted that the reorganization is working well and is reflected in these goals.

Vote: 5-0

**Motion:** Mrs. Allcorn moved to adopt the Board Interests for the 2012-13 School Year.

**ADOPTION OF  
BOARD INTERESTS  
FOR 2012-13 SCHOOL  
YEAR**

Second: Mrs. Crandall

Mrs. Crandall noted her appreciation for the reworking of the wording for Board Interest 1, noting that it came out well and should now be clear to the public. Mr. Collins noted that he

enjoyed that open discussion and give and take from the Board. He noted that all five interests are appreciated along with the Board's input.

Vote: 5-0

**Motion:** Mrs. Edwards moved to approve the Declaration of Need for the 2012-13 School Year. **DECLARATION OF NEED 2012-13 SCHOOL YEAR**

Second: Mrs. Allcorn

Dr. Ecker explained that this has been a long standing requirement as a part of ESEA. He noted that in addition, because of the Williams Settlement Act, districts must report quarterly the number of complaints received in areas including qualified teachers. Mrs. Abdel explained that the Declaration of Need gives us the option to file a waiver if needed because it has been approved.

Vote: 5-0

**Motion:** Mr. Templin moved to approve Conducting a Community Survey in Relation to Funding Technology Needs. **APPROVAL TO CONDUCT A COMMUNITY SURVEY IN RELATION TO FUNDING TECHNOLOGY NEEDS**

Second: Mrs. Edwards

Mr. Templin noted that the district is going into this knowing that there is no financial obligation so going forward makes sense. Mrs. Crandall noted her research that if once the survey has been taken and a report is given back to the Board and should the decision be made to not move forward, there will still be opportunity for the district to conduct the survey again at no cost. Mrs. Allcorn asked if the survey will be a phone survey. Mr. McMahon explained that yes, the survey will be conducted over the phone and will take 7-14 minutes. He noted that management will be involved in the development of the survey and it will be geared specifically to the district, developed with George K. Baum's assistance. He explained that callers will have a specific script to read and will record answers to the questions which will then be relayed back to the Board.

Vote: 5-0

Mrs. Crandall requested that items 12M Approval of 2010-11 Program Effectiveness Results Report and 12N Approval 2012-15 **CONSENT CALENDAR/**

Education Technology Plan be pulled for separate vote.

## ROUTINE ITEMS OF BUSINESS

**Motion:** Mrs. Allcorn moved to approve the Consent Calendar with the exception of items 12M Approval of 2010-11 Program Effectiveness Results Report and 12N Approval 2012-15 Education Technology Plan.

Second: Mrs. Edwards

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve item 12M Approval of 2010-11 Program Effectiveness Results Report.

Second: Mr. Collins

Mrs. Crandall noted that the report was very thorough. She noted that what is being done in the district has led to 95% of the students in the program being reclassified within 5 years. She noted that we employ a myriad of methods of attacking this and the methods employed in the district are working and are effective.

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve 12N Approval 2012-15 Education Technology Plan.

Second: Mr. Templin

Mrs. Crandall noted that the plan is extremely well thought out and shows a vision and definite direction in taking the lead in technology in the district within a different learning environment. She expressed her gratitude for the newly expanded technology department, noting that a document like this could not be accomplished with the support of these people.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from April 26th board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations

- Warrants
- Purchase Order Listing
- Budget Transfers
- Adoption of Resolution 2012-21: Fountain Valley School District's Classified Employee Week: May 21-25, 2012
- Adoption of Resolution 2012-22: Resolution of Appreciation to Our School Nurses on National School Nurse Day, May 9, 2012
- Approval of Proclamation of Appreciation to Our Speech/Language Pathologists during May 2012: Better Speech and Hearing Month.
- Adoption of Resolution 2012-23 and Order of Biennial Trustee Elections and Specifications of the Election Order
- Approval of Notice of Layoff for Classified Positions
- Approval of Google Apps for Education Agreement
- Approval of 2010-2011 Program Effectiveness Results Report
- Approval of 2012-2015 Education Technology Plan
- Approval of General Waiver Request – State Testing Apportionment Information Report (CELDT)
- Approval of Consolidated Application for Funding Categorical Aid Programs (Part II)
- Approval of Positive Behavior Intervention and Supports (PBIS) and Violence Prevention Education Services Agreement
- Adoption of Resolution 2012-24 and Public Hearing for Tier III Categorical Program Flexibility Transfers
- Approval of Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$4600	1/19/12-6/30/12
Cornerstone Therapies	\$3900	2/21/12-6/30/12

## NEW ITEMS OF BUSINESS

Mr. Collins      Noting his recent attendance at the CSBA Board and Superintendent Evaluation seminar, explained that a lot of information was shared regarding board self-evaluations. He asked if there is an interest amongst the board in such an idea, noting that there is a lot of merit in this process. All agreed that they were interested. Mrs. Edwards asked if there was a template available. Mr. Collins confirmed that there is as well as guidelines for good governance. Dr. Ecker suggested kicking off the self-

evaluation process at the August meeting.

Mr. McMahon Noted that we will have a presentation at the next meeting on the May revise, noting that Dr. Ecker, Mrs. Abdel and he are going to a training on Monday to see what School Services says about the State budget, noting that the County offices usually follow the same logic. He noted that it seems if the tax measure passes, it will be status quo from what the Governor discussed in January, including no additional cuts but also no additional money to education. There will be the paying down of deferrals although only those that have been in place for some time. He explained that if the tax initiatives do not pass, there will be a \$16 billion shortfall with \$5.5 billion against Prop 98. Districts will be allowed to cut up to 15 days from the school year and there will be a weighted formula if the initiatives pass that will not be available if they do not pass. He noted that changes to the weighted student funding formula are positive and the revisions take out restrictions. He noted that there are still the same requirements but it is very positive. Mr. Collins noted that when Governor's budget is put out this week, taxes will be a hard sell, noting that it is difficult to convince the public to vote for taxes, as many say that things are still tough now. Dr. Ecker agreed to provide the Board with a side by side evaluation of both the Governor and Molly Munger's tax initiatives.

Dr. Ecker Thanked those that attended that Classified BBQ. He noted that next Thursday will be the Classified Employee Recognition Night. He explained that in this district we have the unique sense that our mission is to deliver instruction to and move academically forward children but, we can't accomplish this without support. He noted that when people make comments on our sites, they always compliment how great our sites look. Our grounds look top notch. And these comments come from the 85% of the population that does

not have students in our schools.

Dr. Ecker Noted that the Governance Calendar discussed by the Board will be delivered in July. Mrs. Allcorn asked if the calendar would be specific to 2012-13 or a more general look at the year. Dr. Ecker explained that it will be a consistent calendar year to year as we insert specific things for the current year, for example early retirement incentives. He noted that it will provide the Board an opportunity to see what generally will be coming up, things driven by common and regular practice and Education Code requirements with some typical district practices. Mrs. Allcorn noted that this can also be added to the Board handbook. Mr. Collins noted that the calendar serves a dual purpose noting that we know all of the district's departments already communicate together but they will also be able to look ahead to see what other departments will be doing.

Dr. Ecker Noted that regarding Mr. Templin's initial research on grant writing, this is worth exploring, noting that the district is always interested in whatever grants will assist us in meeting our goals and interests. He noted that he will get together with Mr. Templin regarding this and thanked him for this initial research.

Dr. Ecker Thanked Dr. Hoefer for her contributions and development of the Technology Plan. He noted that it was a good idea to take a look at a plan that is much more broad-based and can examine where we would like to go. He noted that if the board moves ahead, it will be an integral part of our bond campaign.

Dr. Ecker Thanked everyone for their support of Mr. Fountain Valley and encouraged everyone to attend the event tomorrow evening.

Mr. Collins Noted that the Character Awards will be presented by the City of Huntington Beach at Bella Terra on Saturday at 10am, honoring students for the content of their character. He noted that it is a joy to see when students are

recognized for what they are going to be.

### **ADJOURNMENT**

**Motion:** Mrs. Allcorn moved to adjourn the meeting at 8:40pm.

**Second:** Mrs. Crandall

**Vote:** Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
**PERSONNEL ITEMS FOR APPROVAL**  
**June 14, 2012**

**1.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Harrison, Tracy	Teacher	Courreges	Child care	2012-2013 School Year
1.1.2	Francis, Shereen	Teacher	Fulton	Maternity	06/11/2012
1.1.3	Hunter, Nicole	Teacher	Moiola	Maternity	05/25/2012
1.1.4	Schlosser, Nicole	Teacher	Cox	FMLA	05/11/2012

**1.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING EXTENDED SCHOOL YEAR PROGRAM CERTIFICATED EMPLOYEES AT NEWLAND SCHOOL FROM 07/2/ 2012 – 07/27/2012.**

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>
1.2.1	Ferri, Laurie	School Psychologist/16 hrs. only	PSY/A/F
1.2.2	Burtle, Nicole	Speech 07/16-/-7/27/2012	CESP/III/09
1.2.3	Pepitone, Celeste	Speech 07/02-07/13/2012	CESP/III/24
1.2.4	Farnum, Debra	School Nurse	CESP/III/13
1.2.5	Carter, Robin	Speech 07/16 – 07/27/2012	CESP/III/07
1.2.6	Woo, Candise	Speech 07/02 – 07/13/2012	CESP/III/09
1.2.7	Summerhays, Jill	Adapted Physical Education	CE/III/13
1.2.8	Kim, Melissa	Preschool 07/02 – 07/11/2012	CE/III/05
1.2.9	Couvertier, Michele	Preschool 07/12 – 07/27/2012	CE/III/10
1.2.10	Liccardo, Dana	Pre-School/Kindergarten	CE/III/16
1.2.11	Epling, Lara	First/Second Grades	CE/III/15
1.2.12	Dennis, Danielle	Second-Fourth Grades	CE/III/10
1.2.13	Brown, Jenny	Fifth-Seventh Grades 07/16 – 07/27/2012	CE/II/08
1.2.14	Ploski, Matt	Fifth-Seventh Grades 07/02 – 07/13/2012	CE/III/07
1.2.15	Parra, Gayle	Fifth-Seventh/Moderate Severe	CE/II/18

**1.3 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE CERTIFICATED CHANGE OF STATUS, FOR SHANNON SHORE, TEACHER AT MASUDA MIDDLE SCHOOL EFFECTIVE THE FIRST DAY OF THEIR WORK YEAR 2011-2012 SCHOOL YEAR.**

**1.4 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE AMENDMENTS TO THE SUPERINTENDENT, ASSISTANT SUPERINTENDNT, BUSINESS, AND ASSISTANT SUPERINTENDENT, INSTRUCTION EMPLOYMENT CONTRACTS REFLECTING REDUCTION OF FIVE (5) FURLOUGH DAYS FOR 2012-2013 SCHOOL YEAR.**

## **2.0 EMPLOYMENT FUNCTIONS**

### **2.1 EXECUTIVE DIRECTOR , PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYEES LEAVES OF ABSENCE:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>LOCATION</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE</u></b>
2.1.1	Larson-Coe, Patricia	SLPA	Gisler	Medical	5/14/12
2.1.2	Salas, Dave	Head Custodian	Tamura	Medical	4/10/12
2.1.3	Valles, Bonnie	Office Assistant	Fulton	Medical	5/22/12
2.1.4	Bogle, Jovina	I.A. SH/PH	Newland	Medical	5/02/12

### **2.2 EXECUTIVE DIRECTOR , PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE</u></b>
2.2. 1	Robinson, Robbie	Custodian	Courreges	6/20/12
2.2. 2	Daniels, Spencer	I.A. DTT	Courreges	6/08/12

### **2.3 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2012 SPECIAL EDUCATION EXTENDED SCHOOL YEAR CLASSIFIED EMPLOYEES AT NEWLAND SCHOOL, FROM 7/2/12 – 7/27/12:**

	<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>		<b><u>EMPLOYEE</u></b>	<b><u>ASSIGNMENT</u></b>
2.3.1	Kaufman, Kitty	School Admin. Asst.	2.3.16	DiCorpo, Louise	I.A. DTT
2.3.2	Wagoner, Cindy	I.A. Special Ed.	2.3.17	Skaar, Betsy	I.A. DTT
2.3.3	Schmikus, Rose	I.A. Special Ed.	2.3.18	Tinawin, Josephine	I.A. DTT
2.3.4	Pires, Mary	I.A. SH/PH	2.3.19	Montagne, Renee	I.A. DTT
2.3.5	Lloyd, Vicki	I.A. SH/PH	2.3.20	Cowper, Katie	I.A. DTT
2.3.6	Kaplan, Rochelle	I.A. SH/PH	2.3.21	Talley, Jeremy	I.A. DTT
2.3.7	Agbulos, Dayna	I.A. SH/PH	2.3.22	Nasab, Betty	I.A. DTT
2.3.8	Musacchio, Kathy	I.A. SH/PH	2.3.23	Valdez, Taylor	I.A. DTT
2.3.9	Mandzik, Susan	I.A. SH/PH	2.3.24	Nielsen, Candace	I.A. DTT
2.3.10	Clouthier, David	I.A. SH/PH	2.3.25	Plemons, Lori	I.A. DTT
2.3.11	Cowper, Matthew	I.A. SH/PH	2.3.26	Linares, Lisa	I.A. DTT
2.3.12	Garcia, Debbie	Lead DTT	2.3.27	Gonzalez, Danielle	I.A. DTT
2.3.13	Jooste, Yolandi	Lead DTT	2.3.28	Gagnon, Marina	I.A. DTT
2.3.14	Hickman, Renee	FSW	2.3.29	Segura, Jetzabel	I.A. DTT
2.3.15	Fujiwara-Winge, Julie	SLPA	2.3.30	Walker, Sherri	I.A. DTT

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

June 14, 2012

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

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

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	<p>BLACKETT, Pamela 192 hrs (7/5-7/20/12) (9/17-10/12/12)</p> <p>DOMINGUEZ-RIVERA, Sandra 142 hrs (7/2-7/20/12) (8/27-8/31/12)</p> <p>NGUYEN, Ha 216 hrs (7/2-7/27/12) (8/22-8/31/12)</p> <p>SERRANO, Madeline 114 hrs (7/5-7/17/12) (10/8-10/19/12)</p> <p>STIGLITZ, Marci 72 hrs (7/5-7/20/12)</p> <p>WISHEK, Annemarie 192 hrs (7/5-7/20/12) (9/17-10/12/12) (Assess. &amp; Acct.)</p>	<p>Initial and Annual CELDT testing</p>	<p>Regular Hourly Rate (Dominguez-Rivera, Nguyen, Serrano)</p> <p>Certificated Stipend Rate (Blackett, Stiglitz, Wishek)</p>	<p>01-030-8055-2913</p> <p>01-030-8055-1119</p>	<p>7-2-12 through 10-19-12</p>
3.2	<p>ANDERSON, Martha</p> <p>DESOTA, Jane</p> <p>FLORES, Staci</p> <p>FOCKLER, Beth</p> <p>HOLMAN, Mark</p> <p>JOHNSTON, Terry</p> <p>KIM, Abir</p> <p>LEWIS, Kathy</p> <p>KNOTTTS, Kim</p> <p>NEVIN, Amy</p> <p>O'DONNELL, Kim</p> <p>RASSEY, Diane</p> <p>SIEMENS, Jeff</p> <p>VILLARREAL, Polly</p> <p>WARF, Thomas (C &amp; I)</p>	<p>Mentor additional pay for BTSA training and assessment completed 5/18/12</p>	<p>\$200</p> <p>\$150</p> <p>\$100</p> <p>\$600</p> <p>\$500</p> <p>\$550</p> <p>\$550</p> <p>\$2,000</p> <p>\$600</p> <p>\$150</p> <p>\$600</p> <p>\$6,500</p> <p>\$150</p> <p>\$600</p> <p>\$600</p>	<p>01-601-9275-1115</p>	<p>2011-2012 school year</p>
<b>REASON FOR LATE SUBMITTAL: Received the information from the County too late for prior Board approval.</b>					
3.3	<p>FOLLETT, Catherine (C &amp; I)</p>	<p>Additional BTSA mentor training and assessment 7 days x \$200</p>	<p>\$1,400</p>	<p>01-601-9275-1115</p>	<p>2011-2012 school year</p>
<b>REASON FOR LATE SUBMITTAL: Received the information from the County too late for prior Board approval.</b>					
3.4	<p>See attached list for employee names (ESP)</p>	<p>Classroom set up for the 2012-2013 school year</p>	<p>Regular hourly rate, for a total of 8 hours each for Instructors and 16 each for hours Leads</p>	<p>12-001-6598-2115</p>	<p>8-29-12 through 8-31-12</p>
3.5	<p>BONIFAY, Rena</p> <p>HOANG, Ahn</p> <p>NAILE, Barbara</p> <p>RAMIREZ, Connie (State Preschools)</p>	<p>Classroom set up for the 2012-2013 school year</p>	<p>Regular hourly rate, for a total of 8 hours each</p>	<p>12-001-6198-2115</p>	<p>8-29-12 through 8-31-12</p>

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

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.6	ATKINS, Kerrie BARBER, Roxane BARNES, Kristen BERGER, Darlene COOPER, Kim DUARTE, Leticia GONZALEZ, Christine KRAUS, Barbara LUU, Courtney PRESSON, Julie REMIJIO, Jennifer RICO, Monique RUSSO, Donna (Courreges, Newland and Oka CDC)	Classroom set up for the 2012-2013 school year	Regular hourly rate, for a total of 8 hours each	12-001-6498-2115	8-29-12 through 8-31-12
3.7	VALONE, Janice (ESP)	To prepare for the 2012-2013 school year	Regular hourly rate, not to exceed 7 days TBD	12-001-6098-2115	July and/or Aug., 2012
3.8	BLAIN, Sheila (Support Services)	Close out current year and prepare for 2012-2013 school year	10 additional duty days, dates TBD	01-271-9961-2413	Summer Duty

**4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	DAVIS, Courtney (Fulton)	Assistant cheer coach who will teach cheer techniques and yells to Cheerleaders	\$500 stipend	Fulton ASB	2011-2012 school year

**5.0 CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	BICKFORD, Abby (Support Services)	LRP's Special Ed Director's Summit	San Diego, CA	Actual & Necessary	01-001-9961-5210	July 27-28, 2012

ESP Instructors and Lead Instructors  
Additional Duty Request  
June 14, 2012 Board Meeting

**Instructors:**

Debbie Hopkins, Ellen Haskin, Sandy Loving, Lori Loustaunau, Carol Cheek, Jan Kiesel, Dee Wisrock, Sara Wagoner, Bev Godshall, Harmony Folger, Mechele Hughes, Miranda Baker, Melissa Cortez, Marie Taylor, Carolyn Lamm, Tracee Mueller, Sue Gonzales, Sharon Bradford, Cathy Calvert, Ana Marie Johnson, Corrine Franzoy, Carol Benedict, Darlean Arellano, Maria Duenas, Susan Mahdavi, Carla Gustafson, Shari Ramos, Erin Knox, Janet Bremmer, Julie Banagas, Nicole Reagan, Julie Anderson, Christine Fogarty, Lydia Rodriguez, Chitsaya Winmaw, Kathy Locken, Joy Grabarkewitz, Kira Burns, Elizabeth Marengo, Carissa Sanchez, Karen Kohatsu, Sandy Jones, Julie Espinoza, Sharon Knight

**Lead Instructors:**

June Williams, Connie Ramirez, Tiffany Covington, Vanessa Larios, Natalie Velez, Debi Blanchard

THIRD AMENDMENT TO THE FEBRUARY 19<sup>th</sup>, 2009  
CONTRACT OF EMPLOYMENT BETWEEN THE  
FOUNTAIN VALLEY SCHOOL DISTRICT AND  
DR. MARC A. ECKER

Notwithstanding the reduction in the Superintendent's salary already incorporated in the February 19, 2009 employment contract for Dr. Ecker, in light of the continuing state and national fiscal crisis, it is hereby agreed that paragraph 5, "Salary" of the superintendent's employment contract shall be amended as follows:

1. Superintendent's 2012-2013 work year shall be reduced by five (5) days.  
Superintendent's 2012-2013 compensation shall be reduced by an amount equivalent to five (5) days at his per diem rate.

The decrease in compensation and work year are one time, noncumulative, and based upon the salary in effect as of July 1, 2012.

Unless the February 19, 2009 Agreement is further amended in writing by the parties, effective July 1, 2012, the term and conditions set forth in the original February 19, 2009 employment contract shall remain in force.

Except as expressly provided herein, the February 19, 2009 Agreement remains in effect.

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

\_\_\_\_\_  
Marc Ecker, Ph.D.  
Superintendent

\_\_\_\_\_  
FOUNTAIN VALLEY SCHOOL  
DISTRICT BOARD OF TRUSTEES

\_\_\_\_\_  
Ian Collins, President

\_\_\_\_\_  
Christine Allcorn, President Pro Tem

\_\_\_\_\_  
Sandra Crandall, Clerk

\_\_\_\_\_  
Judy Edwards, Member

\_\_\_\_\_  
Jimmy Templin, Member

FIRST AMENDMENT TO THE OCTOBER 4, 2010  
CONTRACT OF EMPLOYMENT BETWEEN THE  
FOUNTAIN VALLEY SCHOOL DISTRICT AND  
STEVE MCMAHON

In light of the continuing state and national fiscal crisis, it is hereby agreed that paragraph 2 of the assistant superintendent, business' October 4, 2010 employment contract shall be amended as follows:

1. Assistant Superintendent, Business' 2012-2013 work year shall be reduced by five (5) days.  
Assistant Superintendent, Business' 2012-2013 compensation shall be reduced by an amount equivalent to five (5) days at his per diem rate.

The decrease in compensation and work year are one-time, noncumulative, and based upon the salary in effect as of July 1, 2012.

Unless the October 4, 2010 Agreement is further amended in writing by the parties, effective July 1, 2012, the term and conditions set forth in the original October 4, 2010 employment contract shall remain in force.

Except as expressly provided herein, the October 4, 2010 Agreement remains in effect.

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

\_\_\_\_\_  
Stephen McMahon  
Assistant Superintendent, Business

FOUNTAIN VALLEY SCHOOL  
DISTRICT BOARD OF TRUSTEES

\_\_\_\_\_  
Ian Collins, President

\_\_\_\_\_  
Christine Allcorn, President Pro Tem

\_\_\_\_\_  
Sandra Crandall, Clerk

\_\_\_\_\_  
Judy Edwards, Member

\_\_\_\_\_  
Jimmy Templin, Member

FIRST AMENDMENT TO THE JULY 1, 2011  
CONTRACT OF EMPLOYMENT BETWEEN THE  
FOUNTAIN VALLEY SCHOOL DISTRICT AND  
ANNE SILAVS

In light of the continuing state and national fiscal crisis, it is hereby agreed that paragraph 3 of the assistant superintendent, curriculum and instruction's July 1, 2011 employment contract shall be amended as follows:

1. Assistant Superintendent, Curriculum and Instruction's 2012-2013 work year shall be reduced by five (5) days.  
Assistant Superintendent, Curriculum and Instruction's 2012-2013 compensation shall be reduced by an amount equivalent to five (5) days at her per diem rate.

The decrease in compensation and work year are one-time, noncumulative, and based upon the salary in effect as of July 1, 2012.

Unless the July 1, 2011 Agreement is further amended in writing by the parties, effective July 1, 2012, the term and conditions set forth in the original July 1, 2011 employment contract shall remain in force.

Except as expressly provided herein, the July 1, 2011 Agreement remains in effect.

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

\_\_\_\_\_  
Anne Silavs  
Assistant Superintendent, Curriculum and  
Instruction

FOUNTAIN VALLEY SCHOOL  
DISTRICT BOARD OF TRUSTEES

\_\_\_\_\_  
Ian Collins, President

\_\_\_\_\_  
Christine Allcorn, President Pro Tem

\_\_\_\_\_  
Sandra Crandall, Clerk

\_\_\_\_\_  
Judy Edwards, Member

\_\_\_\_\_  
Jimmy Templin, Member

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

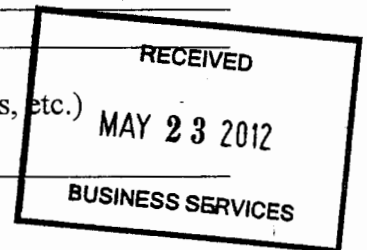
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

\$ 976.27

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: 010142989-1113- \$362; 3101- \$30; 3313- \$5  
010142989-3501-\$6, 3601-\$7.12; 0101232989-1115-\$500; 3101-\$41.15; 3313-\$7; 3501-\$8; 3601- \$10

INTENDED USE: (State how this will be used ) Softball Coach Stipends, After School Programs,  
Benefits

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

[Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5/17/12

Date

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

[Signature]  
Assistant Superintendent  
Business/Administration

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

5/23/12  
Date

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

Assistant Superintendent  
Instruction

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

Date

BOARD APPROVAL DATE: 6/14/12



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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Masuda

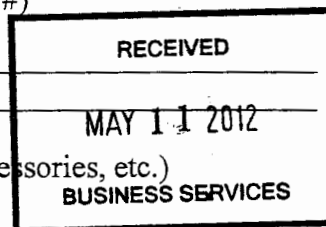
NAME OF DONOR: Masuda PTA

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.)  
\$424.92

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: 010144989 -8699

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

INTENDED USE: (State how this will be used ) After school clubs at Masuda

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5-9-12  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5-11-12  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Masuda

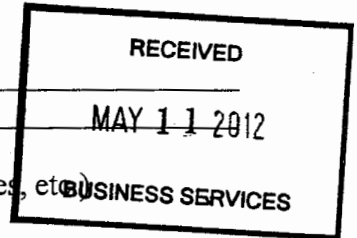
NAME OF DONOR: Masuda PTA

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.)  
\$1471.63

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: 010144989 -8699

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

INTENDED USE: (State how this will be used ) Basketball and Cheer stipend at Masuda

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5-9-12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/11/12  
Date

REVIEWED: \_\_\_\_\_  
Assistant Superintendent  
Instruction

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

BOARD APPROVAL DATE: 6/14/12

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: Fred Moiola School

NAME OF DONOR: Fred Moiola PTA

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

Cash donation in the amount of \$3,481.00 – check #2799

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

n/a

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

n/a

RECEIVED

MAY 09 2012

BUSINESS SERVICES

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

n/a

REVENUE ACCT: 010350000-8699

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

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

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: [Signature]

5/7/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: [Signature]

5/9/12  
Date

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

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

Date

BOARD APPROVAL DATE: 6/14/12

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: Fred Moiola School

NAME OF DONOR: Fred Moiola PTA

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

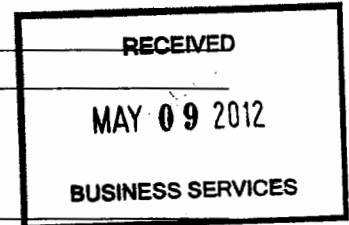
Cash donation in the amount of \$15,521.00 - check #2797

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

n/a

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

n/a



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

n/a

REVENUE ACCT: 010350000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010023589-2110, 3202, 3314, 3356, 3502, 3602, 3802

INTENDED USE: (State how this will be used ) These funds will be used to pay the salary accounts for Moiola's Computer Lab Aide for the 2011/2012 school year.

REVIEWED: *Chel Davis*  
Principal/Department Head

APPROVED/DISAPPROVED: 5/7/12  
Date

REVIEWED: *[Signature]*  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/9/12  
Date

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

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

BOARD APPROVAL DATE: 6/14/12

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: Fred Moiola School

NAME OF DONOR: Fred Moiola PTA

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

**Cash donation in the amount of \$585.80 (check #2800)**

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

n/a

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

n/a



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

n/a

REVENUE ACCT: 010350000-8699

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

INTENDED USE: (State how this will be used ) These funds will be used to pay for additional duty for the after school yearbook club.

REVIEWED:

Principal/Department Head

APPROVED/DISAPPROVED:

5/7/12

Date

REVIEWED:

Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/9/12

Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

6/14/12

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: Fred Moiola School

NAME OF DONOR: Fred Moiola PTA

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

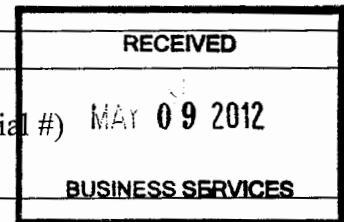
**Cash donation in the amount of \$1387.51 - check #2801**

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

n/a

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

n/a



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

n/a

REVENUE ACCT: 010350000-8699

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

INTENDED USE: (State how this will be used ) These funds will be used to pay for planners, Monday packets, laminate for the Jog, and a substitute for the Lunar New Year.

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: [Signature]

5/7/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: [Signature]

5/9/12  
Date

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

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

\_\_\_\_\_  
Date

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

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 #5116 in the amount of \$500.00

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

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

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



REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

INTENDED USE: (State how this will be used ) Purchase library books and materials

REVIEWED: [Signature] APPROVED/DISAPPROVED: 05/23/2012  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/23/12  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Exxonmobil Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Check #2500577047 in the amount of \$500.00

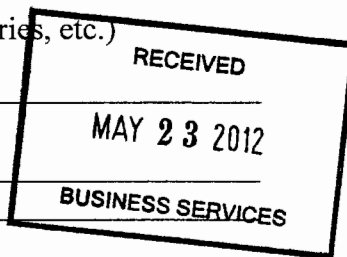
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

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

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



INTENDED USE: (State how this will be used ) Office and/or instructional supplies

REVIEWED:

[Signature]  
Principal/Department Head

APPROVED/DISAPPROVED:

5/21/12

Date

REVIEWED:

[Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/23/12

Date

REVIEWED:

[Signature]  
Assistant Superintendent  
Instruction

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo Community Support Campaign

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Check #941188 in the amount of \$294.00

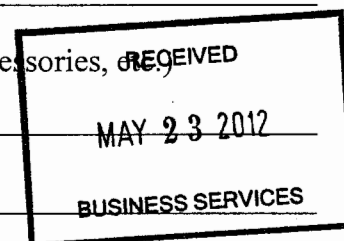
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

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

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



INTENDED USE: (State how this will be used ) Office and/or instructional supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/21/12  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/23/12  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka PTO

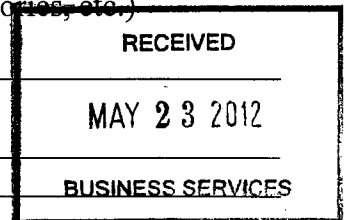
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Check #5097 in the amount of \$20.11

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

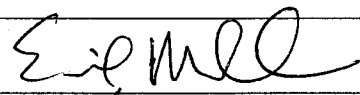
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)  
\_\_\_\_\_  
\_\_\_\_\_

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

REVENUE ACCT: -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



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

REVIEWED:  APPROVED/DISAPPROVED: 5/21/12  
Principal/Department Head Date

REVIEWED:  APPROVED/DISAPPROVED: 5/23/12  
Assistant Superintendent Business/Administration Date

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Oka

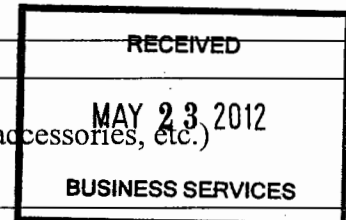
NAME OF DONOR: Oka PTO

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 #5095 in the amount of \$100.00

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: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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

REVIEWED: [Signature]

Principal/Department Head

APPROVED/DISAPPROVED: 5/21/12

Date

REVIEWED: [Signature]

Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/23/12

Date

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

Assistant Superintendent  
Instruction

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

Date

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

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 #5094 in the amount of \$23.05

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: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5/21/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/23/12  
Date

REVIEWED: \_\_\_\_\_  
Assistant Superintendent  
Instruction

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

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

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 #5093 in the amount of \$50.50

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

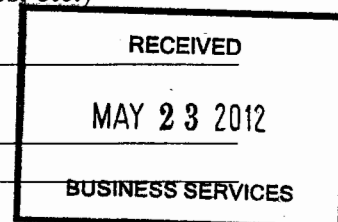
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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



REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/21/12  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/23/12  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

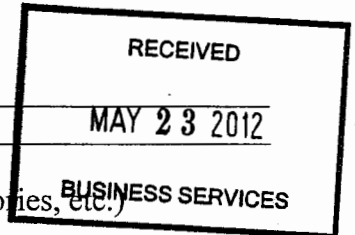
SCHOOL RECEIVING DONATION: Oka

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 #5091 in the amount of \$97.70

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: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/21/12  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/23/12  
Assistant Superintendent Date  
Business/Administration

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Plavan Elementary

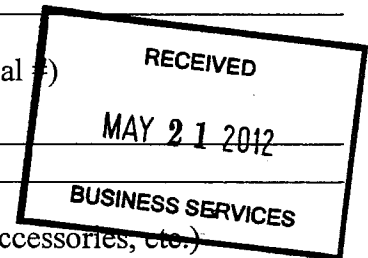
NAME OF DONOR: Plavan PTO

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

PTO ✓ 6912 in the amount of \$60.00. Auction  
Reimbursement for checks made out to PTO in error.

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

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



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

REVENUE ACCT: 01400000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

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

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5-17-2012  
Date

REVIEWED: [Signature]  
Administrative Secretary  
Fountain Valley School District

APPROVED/DISAPPROVED: 5/21/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Instruction

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

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$56.66

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

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

RECEIVED

MAY 11 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 + benefits

INTENDED USE: (State how this will be used ) Sub for 8<sup>th</sup> Grade Field Trip to Plantetarium

REVIEWED: [Signature]

Principal/Department Head

APPROVED/DISAPPROVED: 5/07/12

Date

REVIEWED: [Signature]

Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: [Signature]

Date

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

Assistant Superintendent  
Instruction

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

Date

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

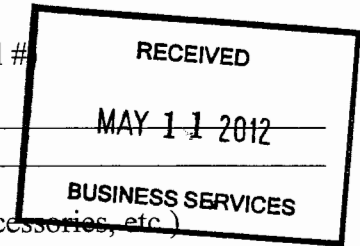
SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1,312.50

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: 010143889-4310

INTENDED USE: (State how this will be used ) 7<sup>th</sup> Grade Field Trip to Aquarium of the Pacific

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5/07/12

Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: [Signature]

5/11/12  
Date

REVIEWED: \_\_\_\_\_  
Assistant Superintendent  
Instruction

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

Date

BOARD APPROVAL DATE: 6/14/12

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 Instruction for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1,466.00

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 - 5650



INTENDED USE: (State how this will be used ) 7<sup>th</sup> & 8<sup>th</sup> Grade Field Trip Buses

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/09/12  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: \_\_\_\_\_  
Administrative Secretary Date  
Fountain Valley School District

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5/11/12  
Assistant Superintendent Date  
Instruction

BOARD APPROVAL DATE: 6/14/12

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: Tamura Elementary School

NAME OF DONOR: PTO

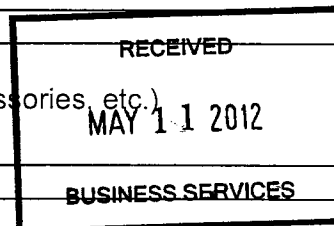
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

\$264.64 check

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.)



INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4310 (Katie Daniels)

COMMENTS (Rationale for disapproval):

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5/09/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/11/12  
Date

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

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

BOARD APPROVAL DATE: 6/14/12

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: Tamura Elementary School

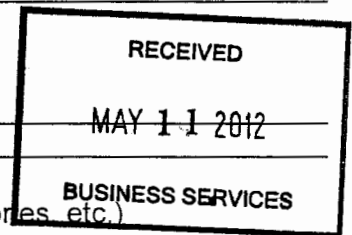
NAME OF DONOR: PTO

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.)

\$360.00 check

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.)

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.1119

COMMENTS (Rationale for disapproval): Additional Duty Hours – Kathy Muscolo – Library Media Tech.

REVIEWED: [Signature]  
Principal/Department Head

APPROVED/DISAPPROVED: 5/09/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/11/12  
Date

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

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

BOARD APPROVAL DATE: 6/14/12

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: Tamura Elementary School

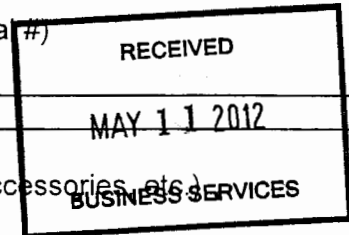
NAME OF DONOR: PTO

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.)

\$329.26 check

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.)

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4310 (PTO Supplies & Art Master Supplies)

COMMENTS (Rationale for disapproval):

REVIEWED:   
Principal/Department Head

APPROVED/DISAPPROVED: 5/09/2012  
Date

REVIEWED:   
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:   
Date

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

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

BOARD APPROVAL DATE: 6/14/12

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: Tamura Elementary School

NAME OF DONOR: Kroger (Ralph's)

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.)

\$32.61 check

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

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

RECEIVED

MAY 11 2012

BUSINESS SERVICES

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

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

COMMENTS (Rationale for disapproval):

REVIEWED: Adams  
Principal/Department Head

APPROVED/DISAPPROVED: 5/9/12  
Date

REVIEWED: [Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/11/12  
Date

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

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

BOARD APPROVAL DATE: 6/14/12

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: Tamura Elementary School

NAME OF DONOR: 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.)

\$500.00 check

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

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

RECEIVED
MAY 11 2012
BUSINESS SERVICES

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

INTENDED USE: Revenue Account #010100000.8699  
Abate Donation Budget #010011089.4310 (HB Assistance League Grant Paper Rolls)

COMMENTS (Rationale for disapproval):

REVIEWED: [Signature]

Principal/Department Head

APPROVED/DISAPPROVED: 5/09/2012

Date

REVIEWED: [Signature]

Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED: 5/11/12

Date

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

Director, Technology/Media

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

Date

BOARD APPROVAL DATE: 6/14/12

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: Tamura

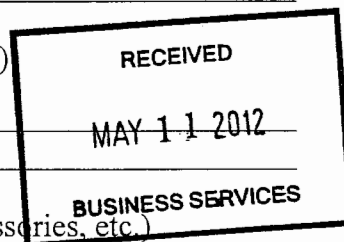
NAME OF DONOR: Merck Partnership for Giving/Easy Match from Tamura Parent: Gina Rathen

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.)

\$49.98 Check #269863

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: 0101000008699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100110104310

INTENDED USE: (State how this will be used )

To be used to purchase Instructional Supplies

REVIEWED:

Adams  
Principal/Department Head

APPROVED/DISAPPROVED:

05/9/12

Date

REVIEWED:

[Signature]  
Assistant Superintendent  
Business/Administration

APPROVED/DISAPPROVED:

5/11/12  
Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

6/14/12

## FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON  
FROM: MARTHA LOCKWOOD  
SUBJECT: WARRANT LISTING BOARD MEETING – JUNE 14, 2012  
DATES 5/10/12 – 6/4/12  
WARRANT NUMBERS 58467 - 58730

01 GENERAL	\$	266,090.36
12 CHILD DEVELOPMENT	\$	6,272.59
13 CAFETERIA	\$	36,527.21
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	58,287.18
69 INSURANCE	\$	368,258.08
TOTAL	\$	<b>735,435.42</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/14/2012**

**FROM 05/09/2012 TO 05/31/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4288	COMMERCIAL LANDSCAPE SUPPLY IN	295.24	295.24	012899390 4343	Gardening / Gardening Supplies
F20M4289	CUMMINS CAL PACIFIC	118.69	118.69	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
F20M4290	HUNTINGTON BEACH UNION HSD	77.46	77.46	012919395 5645	Special Ed. Transportation / Outside Srvs-Repairs &
F20M4291	PRO PACIFIC BEE REMOVAL	250.00	250.00	012869390 4345	Maintenance / Maintenance Supplies
F20M4292	SOUTH BAY HEATING & A/C INC.	112.50	112.50	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4295	RELIABLE DELIVERY SERVICE INC.	150.00	150.00	012869390 5540	Maintenance / Waste Disposal
F20M4322	PRO PACIFIC BEE REMOVAL	400.00	400.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4323	TURF STAR INC.	700.00	700.00	012899390 4343	Gardening / Gardening Supplies
F20M4324	WALTERS WHOLESALE ELECTRIC CO	450.00	450.00	012869390 4345	Maintenance / Maintenance Supplies
F20M4325	WEST LITE SUPPLY CO INC	656.22	656.22	012869390 4345	Maintenance / Maintenance Supplies
F20M4326	CRANDALL, SAM	150.00	150.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4327	HOME DEPOT	400.00	400.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4328	WALTERS WHOLESALE ELECTRIC CO	200.00	200.00	012869390 4345	Maintenance / Maintenance Supplies
F20M4329	HOME DEPOT	532.13	532.13	010143888 4420	ASB Donations Instr - Talbert / Equip \$500-\$5000
F20M4330	INDUSTRIAL METAL SUPPLY	80.00	80.00	012869390 4345	Maintenance / Maintenance Supplies
F20M4331	CRANDALL, SAM	1,600.00	1,600.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4332	HILLYARD / LOS ANGELES	1,019.37	1,019.37	012889390 4340	Custodial / Custodial Supplies
F20M4334	SOUTHERN CALIFORNIA MATERIAL H	163.02	163.02	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4335	TIME AND ALARM SYSTEMS INC.	1,950.00	1,950.00	012869390 6299	Maintenance / Other Building & Improvement
F20M4336	A-1 FENCE COMPANY	1,441.00	1,441.00	133207380 4347	Cafeteria Fund / Repair & Upkeep of Equipment
F20M4337	TIME AND ALARM SYSTEMS INC.	1,982.81	1,982.81	012869390 5910	Maintenance / Communications - Telephones
F20M4338	COMPONENTS CENTER	201.50	201.50	012869390 6299	Maintenance / Other Building & Improvement
F20M4339	SMARDEN SUPPLY COMPANY	417.42	417.42	012869390 4345	Maintenance / Maintenance Supplies
F20M4340	PRO PACIFIC BEE REMOVAL	250.00	250.00	012869390 5899	Maintenance / Other Operating Expenses

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/14/2012**

**FROM 05/09/2012 TO 05/31/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4341	ORCHARD SUPPLY	1,119.16	1,119.16	120336098 4310	Extended School Administration / Instructional Supplies
F20M4394	ENERGYCAP INC.	1,495.00	1,495.00	012839392 4325	Energy Manager / Office Supplies
F20R1291	MERRIAM, BOB	280.69	280.69	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R1292	STAPLES	431.00	431.00	016099275 4310	6761 Arts, Music & PE / Instructional Supplies
F20R1293	SCANTRON	2,273.06	2,273.06	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R1294	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R1295	TARGET STORES	431.00	431.00	120016098 4310	Extended School Instructional / Instructional Supplies
F20R1296	STAPLES	442.84	442.84	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R1297	TARGET STORES	45.00	45.00	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
F20R1298	ORANGE COUNTY DEPARTMENT OF ED	32.33	32.33	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R1299	OFFICE DEPOT	107.74	107.74	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R1300	LAKESHORE LEARNING MATERIALS	23.32	23.32	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R1301	LAKESHORE LEARNING MATERIALS	120.57	120.57	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R1302	ARIEL SUPPLY INC.	299.49	299.49	012395098 4325	7395 Sch/Libr Imp Instr-DO / Office Supplies
F20R1303	AQUARIUM OF THE PACIFIC	1,500.00	1,500.00	010143889 4310	Donations - Talbert / Instructional Supplies
F20R1304	SCANTRON	45.51	45.51	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
F20R1305	SOUTHWEST SCHOOL AND OFFICE SU	215.50	215.50	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R1306	LAKESHORE LEARNING MATERIALS	98.46	98.46	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R1307	STAPLES	70.00	70.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
F20R1308	TARGET STORES	175.00	175.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R1309	LAKESHORE LEARNING MATERIALS	200.00	200.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
F20R1310	LAKESHORE LEARNING MATERIALS	54.00	54.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
F20R1311	OFFICE DEPOT	107.74	107.74	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R1313	LAKESHORE LEARNING MATERIALS	200.00	200.00	015513260 4310	Special Ed. - Cox RSP / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/14/2012**

**FROM 05/09/2012 TO 05/31/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R1314	TARGET STORES	200.00	200.00	015513260 4310	Special Ed. - Cox RSP / Instructional Supplies
F20R1315	WORLD OF STRINGS	1,049.88	1,049.88	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
F20R1316	STAPLES	50.00	50.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
F20R1317	AQUARIUM OF THE PACIFIC	703.50	703.50	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R1318	BARNES AND NOBLE	4,519.84	4,519.84	010303855 4310	EIA-Talbert / Instructional Supplies
F20R1319	LAKESHORE LEARNING MATERIALS	90.00	90.00	010013535 4310	Sch Site Instr - Moiola / Instructional Supplies
F20R1321	WESTERN PSYCHOLOGICAL	301.70	301.70	012289961 4310	MAA - Administration / Instructional Supplies
F20R1322	STAPLES	377.11	377.11	012734949 4327	Health Supplies - Masuda / Health Supplies
F20R1323	CENTER FOR EDUCATION & EMPLOYM	118.30	118.30	012724949 4325	Sch Site Admin - Masuda / Office Supplies
F20R1325	OFFICE DEPOT	60.96	32.98	012849380 4325	Fiscal Services / Office Supplies
			27.98	133207380 4325	Cafeteria Fund / Office Supplies
F20R1326	STAPLES	125.93	125.93	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R1327	AWARDS & TROPHIES	115.00	38.33	010018255 4310	Title I - Instructional / Instructional Supplies
			38.33	012338255 4325	Title III-LEP-Administrative / Office Supplies
			38.34	012658155 4325	Assessment and Accountability / Office Supplies
F20R1328	ARIEL SUPPLY INC.	367.43	367.43	012723889 4325	Donations Clerical - Talbert / Office Supplies
F20R1329	AUDIO DYNAMIX INC.	692.76	692.76	010143888 4310	ASB Donations Instr - Talbert / Instructional Supplies
F20R1331	FOUNTAIN VALLEY SCHOOL DISTRIC	1,381.30	1,381.30	012849380 5450	Fiscal Services / OTHER INSURANCE
F20R1332	ANGLIN, RANDAL H.	400.00	400.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
F20R1333	SOUTHWEST SCHOOL AND OFFICE SU	370.19	370.19	015102960 4399	Special Ed. - Fulton SDC / Equipment Under \$500.00
F20R1334	SCANTRON	821.78	821.78	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
F20R1335	MAGENTA COMPUTER CENTER	1,691.68	1,691.68	016689380 4410	7394 TIIG Admin Tech-Operation / Fixed Assets
F20R1336	SAMS CLUB	100.00	100.00	012395098 4325	7395 Sch/Libr Imp Instr-DO / Office Supplies
F20R1337	STAPLES	64.64	64.64	012658155 4325	Assessment and Accountability / Office Supplies
F20R1338	STAPLES	88.71	53.17	010308055 4322	EIA-Instruction / Testing Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/14/2012**

**FROM 05/09/2012 TO 05/31/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R1338	*** CONTINUED ***				
			35.54	010308255 4322	EIA-Administration / Testing Supplies
F20R1339	STAPLES	750.00	750.00	012109078 4399	Tech/Media Office Operation / Equipment Under \$500.00
F20R1340	STAPLES	70.00	70.00	012109078 4325	Tech/Media Office Operation / Office Supplies
F20R1341	LAKESHORE LEARNING MATERIALS	525.00	525.00	011533175 4310	Cotsen Foundation - Gisler / Instructional Supplies
F20R1342	FETZER, NANCY SUSAN	159.00	159.00	011533175 5210	Cotsen Foundation - Gisler / Travel, Conference, Workshop
F20R1343	STAPLES	159.00	159.00	011533175 4310	Cotsen Foundation - Gisler / Instructional Supplies
F20R1344	STAPLES	90.00	90.00	010013535 4310	Sch Site Instr - Moiola / Instructional Supplies
F20R1345	JFK TRANSPORTATION CO INC.	1,875.00	1,875.00	010011689 5811	Donations - Newland / Transportation Outside Agency
F20R1346	ARIEL SUPPLY INC.	196.06	196.06	012849380 4325	Fiscal Services / Office Supplies
F20R1347	METRO BUSINESS SOLUTIONS INC.	131.63	131.63	012723131 4325	Sch Site Admin - Gisler / Office Supplies
F20R1348	GLASSICAL DESIGNS INC.	355.64	355.64	012819771 5828	Personnel Commission / Staff Recognition
F20R1352	LAKESHORE LEARNING MATERIALS	100.00	100.00	015644060 4310	Special Ed. - Plavan S&L / Instructional Supplies
F20R1353	TOYS R US	65.00	65.00	015644060 4310	Special Ed. - Plavan S&L / Instructional Supplies
F20R1354	SAMS CLUB	200.00	200.00	012719470 4325	Personnel Department / Office Supplies
F20R1355	SAMS CLUB	100.00	100.00	012719275 4325	Curriculum/Instruction Office / Office Supplies
F20R1356	LAKESHORE LEARNING MATERIALS	45.00	45.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
F20R1357	ARIEL SUPPLY INC.	155.05	155.05	012724747 4325	Sch Site Admin - Courreges / Office Supplies
F20R1358	ACTION DUCT CLEANING COMPANY	1,500.00	1,500.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
F20R1359	HOME DEPOT	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R1360	LAKESHORE LEARNING MATERIALS	522.92	522.92	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
F20R1361	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R1362	STAPLES	431.00	431.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R1363	LAKESHORE LEARNING MATERIALS	71.57	71.57	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT**  
**BOARD OF TRUSTEES MEETING 06/14/2012**

**FROM 05/09/2012 TO 05/31/2012**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R1364	SOUTHWEST SCHOOL AND OFFICE SU	538.75	538.75	015461660 4310	Positive Behavioral Interv-New / Instructional Supplies
F20R1365	LAKESHORE LEARNING MATERIALS	851.23	851.23	015461660 4310	Positive Behavioral Interv-New / Instructional Supplies
F20R1366	LAKESHORE LEARNING MATERIALS	64.74	64.74	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R1367	STAPLES	3,000.00	3,000.00	010303855 4310	EIA-Talbert / Instructional Supplies
F20R1368	ARIEL SUPPLY INC.	107.75	107.75	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
F20R1369	ARIEL SUPPLY INC.	80.00	80.00	011401655 4230	Library Services - Newland / Lost Books Rebate
F20R1370	TARGET STORES	150.00	150.00	012731616 4327	Health Supplies - Newland / Health Supplies
F20R1371	STAPLES	2,801.50	2,801.50	012721689 4310	Donations Clerical - Newland / Instructional Supplies
F20R1372	LAKESHORE LEARNING MATERIALS	59.26	59.26	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
F20R1374	ARIEL SUPPLY INC.	157.26	157.26	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
F20R1375	SMART & FINAL	538.75	538.75	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
F20R1376	SAMS CLUB	538.75	538.75	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
F20R1377	RALPHS GROCERY COMPANY	538.75	538.75	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
F20S8052	ARIEL SUPPLY INC.	775.26	775.26	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8053	ARIEL SUPPLY INC.	13,242.47	13,242.47	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8054	WAXIE	83.40	83.40	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8055	UNITED HEALTH SUPPLIES	328.86	328.86	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8056	P & R PAPER SUPPLY COMPANY	948.20	948.20	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	63,976.89			
	Fund 12 Total:	3,166.41			
	Fund 13 Total:	2,968.98			
	Total Amount of Purchase Orders:	70,112.28			

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/14/2012

FROM 05/09/2012 TO 05/31/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4005	GRAINGER INC.	5,900.00	+400.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4014	MCMaster CARR SUPPLY CO	6,850.00	+900.01	012869390 4345	Maintenance / Maintenance Supplies
			-50.01	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4024	REFRIGERATION CONTROL COMPANY	10,000.00	+1,000.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4101	WAXIE	2,063.70	+300.00	012889390 4340	Custodial / Custodial Supplies
F20R0011	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	+1,000.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
F20R0027	METRO BUSINESS SOLUTIONS INC.	2,500.00	+500.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
F20R0103	SOUTHWEST SCHOOL AND OFFICE SU	7,900.00	+2,500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R0268	STATE OF CA DEPT OF JUSTICE	3,250.00	+750.00	012719470 5823	Personnel Department / Fingerprinting
F20R0307	SOUTHWEST SCHOOL AND OFFICE SU	1,050.00	+550.00	012723535 4325	Sch Site Admin - Moiola / Office Supplies
F20R0308	SOUTHWEST SCHOOL AND OFFICE SU	5,250.00	+1,250.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
F20R0362	HOME DEPOT	3,000.00	+500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0364	SCHOOL SPECIALTY	2,200.00	+450.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0394	SOUTHWEST SCHOOL AND OFFICE SU	385.08	+159.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
F20R0409	AWARDS & TROPHIES	600.00	-1,000.00	012719470 4325	Personnel Department / Office Supplies
F20R0736	WOODCRAFT	800.00	+400.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R1044	SOUTHWEST SCHOOL AND OFFICE SU	200.00	+100.00	012733838 4327	Health Supplies - Talbert / Health Supplies
F20R1059	SOUTHWEST SCHOOL AND OFFICE SU	310.00	+60.00	015514760 4310	Special Ed. - Courreges RSP / Instructional Supplies
F20R1193	FOLLETT EDUCATIONAL SERVICES	4,776.62	+786.74	016279078 4110	7156 Instructional Mat'l Fund / Basic Textbooks
F20R1254	APPLE COMPUTER ORDER	5,049.64	+10.23	012395098 4410	7395 Sch/Libr Imp Instr-DO / Fixed Assets
F20R1255	DELL INC	12,565.44	-85.25	012109078 4410	Tech/Media Office Operation / Fixed Assets
			-32.58	016689380 6410	7394 TIIG Admin Tech-Operation /
F20R1287	BEST BUY GOV LLC	871.29	-28.71	012879390 4310	Vandalism / Instructional Supplies
F20S8049	P & R PAPER SUPPLY COMPANY	4,258.81	-47.85	011000000 9320	Revenue Limit - State Revenues / STORES

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/14/2012

FROM 05/09/2012 TO 05/31/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
----------------------	---------------	---------------------	----------------------	---------------------------	------------------------------------

Fund 01 Total:	10,371.58
----------------	-----------

Total Amount of Change Orders:	10,371.58
--------------------------------	-----------

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2012 59

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

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

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	3,278.00	22,027.00
1200	CERTIFICATED PUPIL SUPPORT		2,333.00
1300	SUPERVISION AND ADMINISTRATORS		500.00
2100	INSTRUCTIONAL AIDES' SALARIES	826.00	28,116.00
2400	CLERICAL & OFFICE SALARIES	1,558.00	2,600.00
2900	OTHER CLASSIFIED SALARIES	2,179.00	8,718.00
3101	STRS-CERTIFICATED POSITIONS	153.00	1,569.00
3102	STRS-CLASSIFIED		50.00
3201	PERS-CERTIFICATED		737.00
3202	PERS-CLASSIFIED	617.00	3,036.00
3313	MEDICARE-CERTIFICATED	21.00	328.00
3314	MEDICARE-CLASSIFIED	59.00	560.00
3353	ARP-CERTIFICATED	1.00	9.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		368.00
3355	OASDI-CERTIFICATED		296.00
3356	OASDI-CLASSIFIED	4,698.00	1,764.00
3501	SUI-CERTIFICATED	24.00	374.00
3502	SUI-CLASSIFIED	51.00	625.00
3601	WORKERS'COMP-CERTIFICATED	31.00	463.00
3602	WORKERS'COMP-CLASSIFIED	79.00	2,758.00
3801	PERS REDUCTION-CERTIFICATED		105.00
3802	PERS REDUCTION-CLASSIFIED	82.00	62.00
4300	MATERIALS & SUPPLIES	17,971.00	51,761.00
4400	NONCAPITALIZATION EQUIPMENT	9,191.00	53,719.00
5200	TRAVEL & CONFERENCES	2,033.00	5,784.00
5300	DUES AND MEMBERSHIPS		35.00
5400	INSURANCE	320.00	
5711	Direct Cost - Field Trips		335.00
5800	PROF/CONS SERV & OPER EXPENSE	128,102.00	17,201.00
6400	EQUIPMENT		7,847.00
7142	Excess Costs/County Offices		6,682.00
9740	RESTRICTED BALANCE	25,294.00	
9790	UNASSIGNED/UNAPPROPRIATED	26,506.00	2,312.00

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2012 59

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:		223,074.00	223,074.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 60

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

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

Object	Description	FROM	TO
1200	CERTIFICATED PUPIL SUPPORT		65.00
2100	INSTRUCTIONAL AIDES' SALARIES		11,600.00
2200	CLASSIFIED SUPPORT		400.00
3201	PERS-CERTIFICATED		93.00
3202	PERS-CLASSIFIED		1,267.00
3314	MEDICARE-CLASSIFIED		174.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		20.00
3355	OASDI-CERTIFICATED		53.00
3356	OASDI-CLASSIFIED		719.00
3502	SUI-CLASSIFIED		193.00
3602	WORKERS'COMP-CLASSIFIED		240.00
3801	PERS REDUCTION-CERTIFICATED		18.00
3802	PERS REDUCTION-CLASSIFIED		244.00
5800	PROF/CONS SERV & OPER EXPENSE		5,000.00
5900	COMMUNICATIONS	15.00	
9740	RESTRICTED BALANCE	20,071.00	
<b>Subfund Total:</b>		<b>20,086.00</b>	<b>20,086.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 61

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

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

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		75.00
9790	UNASSIGNED/UNAPPROPRIATED	75.00	
<b>Subfund Total:</b>		<b>75.00</b>	<b>75.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 62

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	7,900.00	54,123.00
2100	INSTRUCTIONAL AIDES' SALARIES		35,242.00
2200	CLASSIFIED SUPPORT		85.00
2400	CLERICAL & OFFICE SALARIES		2,000.00
2900	OTHER CLASSIFIED SALARIES		2,300.00
3101	STRS-CERTIFICATED POSITIONS		3,691.00
3202	PERS-CLASSIFIED		3,107.00
3313	MEDICARE-CERTIFICATED		1,778.00
3314	MEDICARE-CLASSIFIED		544.00
3353	ARP-CERTIFICATED		27.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		313.00
3356	OASDI-CLASSIFIED		1,773.00
3501	SUI-CERTIFICATED		744.00
3502	SUI-CLASSIFIED		604.00
3601	WORKERS'COMP-CERTIFICATED		926.00
3602	WORKERS'COMP-CLASSIFIED		754.00
3802	PERS REDUCTION-CLASSIFIED		16,529.00
4100	TEXTBOOKS		37,953.00
4200	BOOKS OTHER THAN TEXTBOOKS		117.00
4300	MATERIALS & SUPPLIES	256.00	24,127.00
4400	NONCAPITALIZATION EQUIPMENT	2,155.00	37.00
5200	TRAVEL & CONFERENCES		7,000.00
5600	RENTALS,LEASES AND REPAIRS	133.00	3,293.00
5711	Direct Cost - Field Trips	335.00	
5800	PROF/CONS SERV & OPER EXPENSE	335.00	9,848.00
6100	SITES AND IMPROVEMENT OF SITES		12,210.00
8000	REVENUE LIMIT SOURCES	2,029,585.00	2,169,794.00
8200	FEDERAL INCOME		99,375.00
8300	STATE INCOME		2,235.00
8500	STATE INCOME		115,888.00
8600	LOCAL INCOME	22,501.00	156,592.00
9740	RESTRICTED BALANCE	68.00	119,400.00
9790	UNASSIGNED/UNAPPROPRIATED	136,854.00	301,309.00

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2012 62

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

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

Object	Description	FROM	TO
Subfund Total:		2,200,122.00	3,183,718.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 63

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

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

Object	Description	FROM	TO
8600	LOCAL INCOME	400.00	
9740	RESTRICTED BALANCE	400.00	
<b>Subfund Total:</b>		<b>800.00</b>	<b>0.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 64

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

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

Object	Description	FROM	TO
8600	LOCAL INCOME	300.00	
9740	RESTRICTED BALANCE	300.00	
<b>Subfund Total:</b>		<b>600.00</b>	<b>0.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 65

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

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

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	10.00	
8600	LOCAL INCOME	125.00	
9760	OTHER COMMITMENTS	115.00	
<b>Subfund Total:</b>		<b>250.00</b>	<b>0.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 66

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

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

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE	48.00	1,225.00
8600	LOCAL INCOME	95.00	34,813.00
9780	OTHER ASSIGNMENTS	47.00	33,588.00
<b>Subfund Total:</b>		<b>190.00</b>	<b>69,626.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 67

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		131,134.00
7438	DEBT SERVICE INTEREST		75,008.00
7439	DS/Other Debt Service Payments		9,940,000.00
8600	LOCAL INCOME	2,105.00	
8900	INCOMING TRANSFERS		8,680,000.00
9780	OTHER ASSIGNMENTS	1,468,247.00	
<b>Subfund Total:</b>		<b>1,470,352.00</b>	<b>18,826,142.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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 68

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
8600	LOCAL INCOME		4,154.00
9790	UNASSIGNED/UNAPPROPRIATED		4,154.00
<b>Subfund Total:</b>		<b>0.00</b>	<b>8,308.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 14, 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  
**Curriculum/Instruction**

***MEMORANDUM***

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***AGREEMENT WITH THE ASSISTANCE LEAGUE OF  
HUNTINGTON BEACH FOR CONTINUED PARTICIPATION IN  
OPERATION SCHOOL BELL***  
**DATE:** June 4, 2012

---

**BACKGROUND**

The Assistance League of Huntington Beach sponsors a variety of philanthropic programs that benefit students in the Fountain Valley School District. One such program is Operation School Bell, which provides new school clothing to students in kindergarten through grade 12. In partnership with Target and Payless retailers, Operation School Bell provided new school clothes and shoes to over 50 District students during the 2011-2012 school year.

In order to continue participation in the Operation School Bell program, Fountain Valley School District must renew its agreement with the Assistance League every three years. Approval by the Board of Trustees would extend District participation in this program through the 2014-2015 school year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement with the Assistance League of Huntington Beach for continued District participation in Operation School Bell.



**Caring & Commitment in Action**

1. This agreement is entered into by Assistance League® Huntington Beach, hereafter referred to as Assistance League, located at 8071 Slater Ave. Suite 100, Huntington Beach, CA 92647, and Fountain Valley School District hereafter referred to as school/district.

2. Operation School Bell is a philanthropic program designed by Assistance League to provide new school-appropriate clothing to students in grades K through 12.

3. **Obligations of Assistance League**

A. Assistance League shall provide new school-appropriate clothes: elementary school students will receive clothing in the amount of \$75 at Target and a \$25 Payless gift card for shoes. Middle school students and McKinney Vento high school students will receive clothing in the amount of \$100 at Target and a \$25 Payless gift card for shoes. Services shall be provided as needed until designated program funds are exhausted.

B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 3A. No funds shall be provided to the school/district.

C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.

D. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold Fountain Valley School District harmless against all claims and damages that are the fault of Assistance League.

E. Assistance League shall evaluate the program every two years and ask for input from the schools.

4. **Obligations of the school/district**

A. Maintain liability insurance coverage for this program. Fountain Valley School District shall defend, indemnify and hold Assistance League harmless against all claims and damages that are the fault of Fountain Valley School District.

B. Have each school principal appoint a contact person to interface with Assistance League.

C. School personnel shall screen prospective recipients or participants.

5. **Public relations**

A. Assistance League and Fountain Valley School District shall have prominent identification with the program.

B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other written material relative to the program, all of which shall mention Assistance League and Fountain Valley School District.

- C. Photos and names of recipients shall not be used without written permission of those directly involved.

6. Renewal and termination

This agreement shall be renewed every three years.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving thirty (30) days' written notice to the other party.

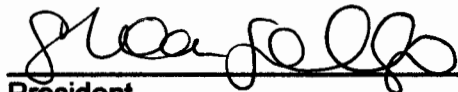
7. Signatures and dates

Assistance League Huntington Beach

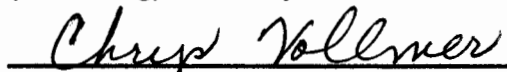
Date: 26 April 2012

Date: 25 April 2012

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

  
President

  
(Recording) Secretary

  
Philanthropic Programs Chairman

Fountain Valley School District

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

\_\_\_\_\_  
Superintendent of Schools



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting  
June 14, 2012

## Memorandum

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

**FROM:** Julianne Hoefer, Director, Assessment and Accountability

**DATE:** May 31, 2012

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

---

### Background

In 2011-2012, Fountain Valley School District changed to a new service provider for assistance in the preparation of annual School Accountability Report Cards and Single Plans for Student Achievement. This change has resulted in reduced costs and increased services for the District, as well as standardizing documents which must be completed for each school site. The licensing agreement fee for the 2012-2013 school year is \$2,750.00, a reduction from 2011-2012 due to the Moiola closure.

### Recommendation

It is recommended that the Board of Trustees approve the 2012-2013 Licensing Agreement between Document Tracking Services and Fountain Valley School District for assistance in the preparation of annual School Accountability Report Cards and Single Plans for Student Achievement.



## LICENSING AGREEMENT

This Agreement effective **July 1, 2012**, is made and entered into by **Fountain Valley Elementary School District** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

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

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
  - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
  - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
  - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- I. License Fee. Licensee shall pay a fee of **\$2,750**.



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



Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

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

Document Tracking Services, LLC

By: Aaron Tarazon, Assistant Director  
Document Tracking Services  
6365 Nancy Ridge Drive  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

Date: May 30, 2012

Licensee

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

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

Fountain Valley Elementary School District



### **Exhibit A**

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

1. 2012 School Accountability Report Card, English (CDE Template)
2. 2012 School Accountability Report Card, Spanish (CDE Template)
3. 2012 School Accountability Report Card, Vietnamese (CDE Template)
4. 2012 Single Plan for Student Achievement (Custom Template)
5. Others to be identified as needed.



May 30, 2012

Fountain Valley Elementary School District  
10055 Slater Ave  
Fountain Valley, CA 92708

Re: Document Tracking Services

## **INVOICE #9270802**

Pursuant to the licensing agreement between Fountain Valley Elementary School District and Document Tracking Services (DTS):

### **Document Tracking Services**

Document Tracking Services [7/1/12 to 6/30/13]:	\$2,750
10 schools and District = 11 sites	
License Agreement includes up to 5 documents, \$250 per site	

### **Translation Services**

2011-12 Spanish School Accountability Report Card	\$300
\$150 x 2 School Accountability Report Cards	

2011-12 Vietnamese School Accountability Report Card	N/A
Quote will be provided at time of translation	

**Total Balance Due: \$3,050**

**Thank you; we really appreciate your business. Please submit payment on/before the due date of 7/1/12.**

**Please Make Checks Payable To: Document Tracking Services**

### **Send to:**

Aaron Tarazon, Assistant Director  
Document Tracking Services  
6365 Nancy Ridge Drive  
San Diego, CA 92121  
858-784-0967 - Phone  
858-587-4640 - Corporate Fax

---

Approved Per Payment (Signature)

---

Name/Role (Printed)

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S11-12 – 77

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
DATE: June 4, 2012  
SUBJECT: **APPROVAL OF NAME CHANGE FOR BERGMAN DACEY  
GOLDSMITH FORMALLY KNOWN AS BERGMAN & DACEY**

---

**BACKGROUND**

At the June 23, 2011 Board meeting, the District entered into a contract with Bergman & Dacey for legal services relating to the District's compliance with the California Environmental Quality Act and other related matters. The law firm has undergone a name change to "Bergman Dacey Goldsmith, a Professional Law Corporation".

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the continuation of legal services through Bergman Dacey Goldsmith, formally known as Bergman & Dacey and authorize the Superintendent or his designee to sign all documents.

cl



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting  
June 14, 2012

## Memorandum

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

**FROM:** Julianne Hoefer, Director, Assessment and Accountability

**DATE:** May 23, 2012

**SUBJECT:** Approval of Intel-Assess as Provider of Assessment Program

---

### Background

During the 2010-2011 school year, Fountain Valley School District made the decision to contract with Intel-Assess, Inc., to provide tools for developing district benchmarks which would align with the district's emphasis on student achievement and focus on closing the achievement gap. Intel-Assess, Inc., has supplied the means with which to build an effective assessment program, including creating assessment blueprints and then building assessments to those blueprints. Through staff development with the teachers, we now have a meaningful assessment process in place at a substantial cost savings. This request for approval by the Board of Trustees is to renew the contract originally dated October 11, 2010 and previously renewed for the 2011-2012 school year.

### Recommendation

It is recommended that the Board of Trustees approve the 2012-2013 contract with Intel-Assess, Inc., as provider of Fountain Valley School District's District Benchmark assessment program.

**SCHEDULE: Fee Summary and Order Form – July 1, 2012 – Fountain Valley School District**  
**This is a renewal of the original contract between Intel-Assess, Inc. and Fountain Valley School District dated October 11, 2010.**

In exchange for all the deliverables and services outlined in this agreement, Licensee shall pay the Company the following Fees according to the following schedule (payable in U.S. dollars).

**Term Fees**

Item	Description	Price
<b>Assessment Content License</b>	Per student fee**: \$3.50      Number of Students: 2,500 Grades Assessed: 2-8      Term: July 1, 2012 to June 30, 2013	\$8,750.00
<b>Assessment Publishing</b>	Licensee's staff may create and publish any number of assessments using the online system.	Included
<b>Quick Checks* Mastery ELA/Math</b>	Per student fee**:      Number of Students: 2,500 Grades Licensed: 2-8      Term: July 1, 2012 to June 30, 2013	Included
<b>Assessment Blueprint Creation</b>	Intel-Assess works with you to create an effective assessment program. In support, Intel-Assess provides access to its "Assessment Blueprint" tool, which helps you to: <ul style="list-style-type: none"> <li>• Determine item counts by standard;</li> <li>• Review individual assessments and your entire assessment program to ensure your educational goals will be met; and</li> <li>• Compare your assessment program to the State's blueprint.</li> </ul>	Included
<b>Support</b>	Access to on-line support.	Included
<b>Writing Prompts</b>	Writing prompts with scoring rubrics varied by genre and purpose for grades 2-8	Included
<b>CST Mirror Assessments*</b>	Access to any available CST Mirror Assessment that applies to the licensed grades.	Included
<b>User Management*</b>	The Licensee will be responsible for its own user management	
	<b>Total:</b>	<b>\$8,750.00</b>

*\*See attached schedules for details of the above services and products.*

*\*\*Special Packaged Pricing requires full district Content License and Quick Checks*

**Notes:**

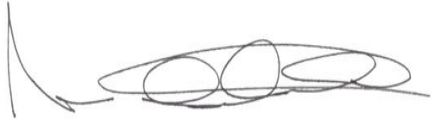
- Assessment Publishing: There is no limit on the number of assessments Licensee may create.
- Rationale Document: Each assessment includes a Rationale.
- Additional on-site days can purchased at a rate of \$1500 per session.
- Additional Services: The Company may provide additional services for additional Fees to be determined.

All payments shall be due and payable thirty (30) days from the Effective Date. The Company reserves the right to change the above prices provided that notice of such change is provided to Licensee at least thirty (30) days prior to the end of the Initial Term or any Renewal Term, as applicable.

**Payments shall be sent to:** Intel-Assess, Inc., 1032 Irving Street, #445, San Francisco, CA 94122-2200, Attn: Accounts Receivable.

**INTEL-ASSESS, INC.**

**Fountain Valley School District**

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

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

Date: February 20, 2012

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

Name: Jaime Goldfarb, Ph.D.

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

Title: President

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

**Attn: Contracts**  
**1032 Irving Street, #445**  
**San Francisco, CA 94122-2200**  
**Fax: (925) 263-1689**

Purchase Order #: \_\_\_\_\_  
10055 Slater Ave  
Fountain Valley, CA 92708

**Instructions:**

1. Sign and date this page
2. Provide PO number
3. Keep a copy for your files
4. Fax PO and entire document to: 925.263.1689
5. Mail the original to Intel-Assess, Inc., at the address above.

---

For internal use only:

TM:20120701-20130630; CLE(F):2500(0); GA:2-8; QCML:2-8; QCME(F):2500(0); CI:0; CP:0; IE:0; FR:0;  
UA:10; AC(F):0(0); AU(F):0(0); PR:0;

---

## **SCHEDULE: Content License – July 1, 2012 – Fountain Valley School District**

### **Term**

Licensee shall be granted a nonexclusive, nontransferable, revocable, worldwide, limited license during the Term, subject to all of the terms and conditions hereof, to use the Content solely pursuant to the Permissible Uses (the “License”).

The License Term is from **July 1, 2012** through **June 30, 2013**, unless it is extended in writing and signed by both parties.

**At the termination of this Agreement, if the Agreement is not extended or renewed, the Licensee shall have no further rights to use any of the Content. In the event the Licensee has in its possession any printed or electronic documents containing any Content, these may not be used for any purposes without the written consent of the Company unless a current Agreement is effective except that the Assessments administered to students may be retained as student records.**

**Further, if the Licensee chooses to extend or renew its license for a subset of the products and services provided by the Company in the initial term of the Agreement, the Licensee shall have no further rights to use any of the Content that is not included in the extension or renewal term in accordance with terms of this Agreement.**

This Agreement may be extended or expanded if both parties agree, in writing, to a change in the scope of work and/or Term of License, along with additional Fees.

### **Description of Content for Platform Customers**

The Content shall consist of the Company’s Items, Assessments produced using the Company’s Items, and related documents set forth on or delivered through the Company’s website as maintained by the Company in its discretion and subject to additions and deletions in the ordinary course of business. The website shall be subject to the Company’s terms of use.

The Company segments its Content into groups for the purpose of licensing each group independently (each grouping a “Content Product”). The Licensee is licensed only to use, in accordance with the terms of this Agreement, those Content Products specifically identified in an applicable schedule.

The License includes access to the Company’s web-based Assessment Creation Tool through which the Licensee will access Items and specify Assessments. Upon specification of such assessments, the Licensee will be able to automatically generate an electronic document of the Assessment and the Teacher Rationale Document. Documents will be generated in .pdf or other electronic format of the Company’s choice. The annual limit for the number of assessments Licensee may create is indicated in Schedule: Fee Summary and Order Form.

### **Support**

The Company will provide customer support for Licensee through a single point of contact of Licensee. The Company will provide access to online support from 8AM to 5PM Monday through Friday. Company will assign an Account Manager for ongoing support and advice. All support issues and questions will be coordinated through the single point of contact.

The Licensee will be responsible for the management of user accounts for the online system, including creation of accounts, recovery of lost passwords for users, disabling of accounts no longer in use, and maintenance of all user account permissions and settings.

### **Content Updates**

The Company often adds new Content to its Content Products. The Company also often makes improvements to its existing Content. As new Content or improvements are completed and added to one of the Content Products, the Content will be made available through the Company's online system to customers that have licensed the applicable Content Product. The Company may choose to develop new Content Products which will, at the sole discretion of the Company, be made available only for an additional fee.

### **Maximum Number of User Accounts**

Licensee may create up to 10 user accounts to access the Company's technology platform. Licensee may not share user accounts between individuals. The purpose of this limit is to prevent very large numbers of users from requiring training and support. The Company will increase the limit on request by reasonable numbers if the Licensee requires more than 10 individuals to access the technology, and if the Licensee agrees to provide their users necessary training.

### **Permissible Uses**

The Content is licensed for the purpose of administering assessments to students in Licensee's school district with the limitations outlined herein. Licensee may not resell or otherwise share the Content with any other organization. **The Licensee may only use the Content with students included in the grades and up to the student counts indicated in the Schedule: Fee Summary and Order Form - July 1, 2012 (Fountain Valley School District).**

**SCHEDULE: Quick Checks – July 1, 2012 – Fountain Valley School District****Licensed Quick Checks Series**

California Mastery ELA & Math: These are mastery level assessments in Math and English Language Arts, aligned to California Content Standards. This Quick Checks Product includes one assessment for each key standard identified by the Company. The following grades are licensed to the District:

**Elementary/Middle Grades Licensed to the District: 2-8**

**Description of the Quick Checks Products**

1. Quick Checks are composed of a specific set of items.
2. Quick Checks will be delivered in PDF format to the Licensee and cannot be modified.
3. Quick Checks generally contain 5 items, but the exact number is at the discretion of the Company.
4. From time to time the Company may add assessments to one or more of the Intel-Assess Quick Check Products licensed by the Licensee, but the Company is under no obligation to do so. Licensee will have access under the terms of this Agreement to new Assessments developed and marketed by the Company as parts of the Quick Check Product or Products licensed to the Licensee.
5. From time to time the Company may develop and market additional Quick Checks products that may be similar to the Quick Checks products licensed by the Licensee. Such new products developed and marketed under a new name may require additional fees for the Licensee to access.

**Effects of Termination or Non-Renewal**

**The Quick Checks are part of the Company's Content and their use is governed by all applicable terms of this Agreement unless specifically excluded in this Agreement, including but not limited to, the terms of this Agreement describing the return of and the cessation of use of the Content upon termination or lapse of this Agreement.**

**SCHEDULE: CST Mirror Assessments – July 1, 2012 – Fountain Valley School District**

The following CST Mirrors are currently available:

**ELA**

Grade 2: ELA CST Mirror  
 Grade 3: ELA CST Mirror  
 Grade 4: ELA CST Mirror  
 Grade 5: ELA CST Mirror  
 Grade 6: ELA CST Mirror  
 Grade 7: ELA CST Mirror  
 Grade 8: ELA CST Mirror  
 Grade 9: ELA CST Mirror  
 Grade 10: ELA CST Mirror  
 Grade 11: ELA CST Mirror

**Math**

Grade 2: Math CST Mirror  
 Grade 3: Math CST Mirror  
 Grade 4: Math CST Mirror  
 Grade 5: Math CST Mirror  
 Grade 6: Math CST Mirror  
 Grade 7: Math CST Mirror  
 General Math: CST Mirror  
 Algebra I: Math CST Mirror  
 HS Summative Math: CST Mirror  
 Geometry: Math CST Mirror  
 Algebra II: Math CST Mirror

**Science**

Grade 5: Science CST Mirror  
 Grade 8: Science CST Mirror  
 Earth Science: CST Mirror  
 Biology: CST Mirror  
 Chemistry: CST Mirror  
 Physics: CST Mirror

**History/Social Studies**

Grade 8: History CST Mirror  
 Grade 10 World History: CST Mirror  
 Grade 11 US History: CST Mirror



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## MEMORANDUM

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

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

**SUBJECT:** Over the Counter Product Administration

**DATE:** June 3, 2012 – for June 14, 2012 Board Meeting

---

### **BACKGROUND**

School Health Offices in the Fountain Valley School District have had available for use by students, with the assistance of school staff, over the counter products such as petroleum jelly, hydrogen peroxide, alcohol, antiseptic towelettes, salt for gargling, eye wash, wax for braces, etc. It has come to the attention of the Orange County Department of Education and Dr. Marc Lerner the Medical Officer for the Orange County Department of Education that per the California State Board of Education Program Advisory (May, 2005), a school district may administer selected over the counter medications in school without a written statement from a student's authorized health care provider, with parent/guardian authorization, if:

- 1) The school district's physician or other authorized health care provider authorizes standard protocols and procedures for the administration of selected over the counter (OTC) products.
- 2) The procedures and protocols for administration of selected OTC products in school must be approved by the governing board of the school districts.
- 3) The parent/guardian must be notified that selected OTC products may be administered with written permission from the parent/guardian. Parent/guardian permission for OTC product administration must be renewed annually.
- 4) All designated school personnel responsible for administering OTC products in school must be trained in compliance with protocols and procedures for the administration of OTC products that have been approved by the local governing board of the school district. The Credentialed School Nurse is responsible for training designated school personnel in the correct usage of these products and serves as the consultant regarding product information and related questions.

The Standard Protocols and Procedures for the Administration of OTC Products has been reviewed and approved by the Orange County Department of Education. The Orange County Department of Education has also provided a list of Approved OTC products for use in schools. Based on this approved list, Support Services has created a list of OTC products that we feel are appropriate to have available in the health offices of our Fountain Valley Schools. This list will be provided to each parent/guardian for their signature at the beginning of each school year and kept in the student's health record.

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Orange County Department of Education Standard Protocols and Procedures for the Administration of OTC Products and the list of Approved OTC Products for the Fountain Valley School District.



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## Over the Counter Products

### Parent/Guardian Authorization Form

Dear Parent / Guardian

The products listed below have been approved by the Fountain Valley School District to be administered to students during the school day. Please complete this form if you authorize the school nurse or other designated unlicensed personnel to administer these products to your child during the school day. Please sign this form to indicate your permission for the listed products to be administered to your child.

MEDICATIONS	MEDICATIONS
<b>Alcohol, Isopropyl</b> (clean disinfect)*	<b>Dental Wax</b> (relieves oral irritation)**
<b>BZK Towelettes</b> (cleaning)*	<b>Non-Medicated Lip Balm</b> (chapping) **
<b>Antibacterial Ointment/Cream</b> * (minor cuts / scrapes)	<b>Topical Oral Anesthetic</b> (soothe gum discomfort)**
<b>Calamine Lotion</b> (minor skin irritations)*	<b>Non-Medicated Throat Lozenges/Hard Candy</b> (throat irritation) **
<b>Bee Sting Swabs/Wipes</b> (itch/pain relief)	<b>Contact Lens/Saline Solution</b> (rinsing lenses) **
<b>Eucerin/Lubriderm</b> (rehydrating dry skin)*	<b>Antacids – regular strength</b> (minor indigestion) **
<b>Salt Water Gargle</b> (minor sore throat) *	<b>Diapering Ointment/Cream</b> (chafing) **
<b>Petroleum Jelly</b> (lubrication) *	<b>Perineal Wash</b> (cleansing) **
<b>Eye Wash</b> (flush eye) *	

\* To be supplied by the school

\*\* To be supplied by the parent

Student Name		Student Date of Birth
<i>I request that my child (named above) be assisted by authorized persons in the administration of the above listed Over the Counter products in compliance with established policies and procedures.</i>		
Parent/Guardian Signature	Contact Phone	Date



# **The Orange County Department of Education Health and Wellness Program**

## **Over The Counter Products Approved for Use in Schools Protocols and Procedures**

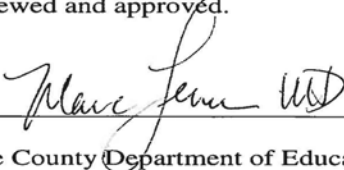
Per the California State Board of Education Program Advisory (May, 2005) a school district may administer selected over the counter medication in school without a written statement from a student's authorized health care provider (if authorized by a parent /guardian) if:

- The school district's physician or other authorized health care provider authorizes standard protocols and procedures for the administration of selected over the counter (OTC) products.
- The procedures and protocols for administration of selected OTC products in school must be approved by the governing board of the school districts.
- The parent/guardian must be notified that selected OTC products may be administered with written permission from the parent/guardian. Permission for OTC product administration must be renewed annually.
- All designated school personnel responsible for administering OTC products in school be trained in compliance with protocols and procedures for administration of OTC products that have been approved by the local governing board of the school district.


### **Standard Protocols and Procedures for the Administration of OTC Products**

- Obtain a history of student's presenting complaint (frequency, duration, severity, etc.), as well as a brief evaluation of the students' physical status (including temperature when applicable) prior to administration of OTC products. Contact parent or guardian when appropriate. Document all findings and communications in student health file.
- Always review student's emergency medical card/health records for parent/guardian consent, medical conditions, and contraindications prior to administering any OTC products.
- Question student regarding any existing allergies prior to using approved OTC products. Document findings.
- Do not administer OTC products to students/staff if pregnant or possibly pregnant.
- No OTC products are to be given if the School Nurse is not available for consultation.
- Students with frequent complaints or persistent pain should be referred for medical follow-up. Notify parent/guardian of concerns and referral as soon as possible.
- Document presenting complaint, management and disposition of the student in student's health record(s). Record date, time, product used, dose, route and response to treatment and any follow-up.
- A separate, written permission from parent/guardian for the administration of OTC ibuprofen or acetaminophen is recommended. Prior to administering ibuprofen/acetaminophen designated school personnel may contact the parent/guardian to ascertain the time of the last dose and to inform the parent/guardian of the dose, time and circumstances surrounding medication administration.

The Standard Protocols and Procedures for the Administration of Over the Counter Products have been reviewed and approved.

  
\_\_\_\_\_  
Marc Lerner, MD  
Medical Officer, Orange County Department of Education

3/21/12  
Date

  
\_\_\_\_\_  
Pamela Kahn, RN, MPH  
Coordinator, Health and Wellness  
Orange County Department of Education

3/6/12  
Date



## The Orange County Department of Education Health & Wellness Program

### List of Over the Counter Products Approved for Use in Schools

*The following products and directions for use in school are authorized and approved by the Orange County Department of Education, Health and Wellness Program. The Credentialed School Nurse is the consultant regarding product use, information and related questions or concerns.*

Name of Product	Directions for Use in Health Office, Child Care Program, First Aid Kits, and Related School Health Services
<b>Wound/Skin Cleaning and Care</b>	
Alcohol, Isopropyl	<ul style="list-style-type: none"> <li>• Clean irritated or infected pierced body sites.</li> <li>• Apply to insect stings for soothing effect and/or relief of itching..</li> <li>• Clean injection sites.</li> </ul>
Hydrogen Peroxide (3%)	<ul style="list-style-type: none"> <li>• Use as antiseptic to prevent infection of minor cuts, scrapes and burns.</li> <li>• Apply topically to wound site.</li> </ul>
BZK Towelettes	<ul style="list-style-type: none"> <li>• Use for perineal care.</li> <li>• Use for wound cleaning.</li> </ul>
Antibacterial Ointment/Cream (Polysporin, Bacitracin, etc.)	<ul style="list-style-type: none"> <li>• Use for minor cuts and scrapes. After cleansing area with mild cleanser, use gauze to apply a thin layer of ointment/cream over wound.</li> <li>• (Note: Do NOT use antibacterial ointment/cream on fresh body piercings)</li> </ul>
Hydrocortisone Cream (0.5% -1.0%)	<ul style="list-style-type: none"> <li>• Used for the temporary relief of minor skin irritations, itching, and rashes.</li> <li>• Apply a small amount of cream to the affected area. Gently rub it in until it is evenly distributed</li> </ul>
Calamine Lotion	<ul style="list-style-type: none"> <li>• Use for temporary relief of minor skin irritations, itching, and rashes.</li> <li>• Apply a small amount of lotion to the affected area.</li> <li>• Do not rub lotion in; calamine lotion is designed to dry on skin in a protective layer. Allow the lotion to dry completely before you cover the area with clothing.</li> </ul>
Bee Sting Swabs/Wipes	<ul style="list-style-type: none"> <li>• Provides temporary relief of itching and pain from insect bites and stings.</li> <li>• Use as directed on package insert/instructions.</li> </ul>

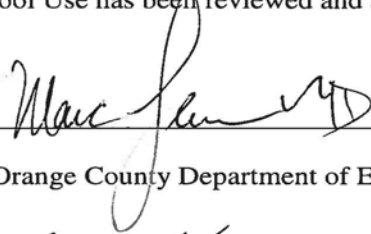
Eucerin/Lubriderm	<ul style="list-style-type: none"> <li>Rehydrates dry, scaly skin.</li> </ul>
<b>Oral Care</b>	
Dental Wax	<ul style="list-style-type: none"> <li>Have student apply to orthodontia bracing to relieve oral irritation.</li> </ul>
Topical Anesthetic (Orajel, Numzit, Anbesol, etc.)	<ul style="list-style-type: none"> <li>Apply to gums to minimize or soothe teething discomfort.</li> </ul>
Salt Water Gargle (one to two teaspoons to one cup water)	<ul style="list-style-type: none"> <li>Use as a gargle for sore throats.</li> <li>Use as a mouth rinse for discomfort due to recent tooth loss or orthodontia treatment.</li> </ul>
Non-Medicated Lip Balm (Carmex, Blistex, Vaseline, etc.)	<ul style="list-style-type: none"> <li>Student may apply to lips as a lubricant for relief of cold sore discomfort/lip chapping.</li> </ul>
Petroleum Jelly in tube	<ul style="list-style-type: none"> <li>Use gauze pad as an applicator for applying to lips as a lubricant.</li> <li>Use as a lubricant to assist in removing tight rings.</li> <li><i>(Note: Do <b>NOT</b> use petroleum jelly or similar products on burns.)</i></li> </ul>
Non-Medicated Throat Lozenges/Hard Candy (Ricola, Luden's, Hall's, etc.)	<ul style="list-style-type: none"> <li>Use for relief of throat irritation</li> </ul>
<b>Eye Care</b>	
Eye Wash (such as Dacriose, etc. for eye irrigation)	<ul style="list-style-type: none"> <li>Squeeze gently (avoid touching eye with squeeze tip) to flush foreign body from eye, or for relief of discomfort. (Flushing is from inner to outer eye, with positioning to prevent contamination of unaffected eye).</li> </ul>
Contact Lens Solution /Saline Solution	<ul style="list-style-type: none"> <li>Student may use for cleaning/lubricating contact lenses.</li> </ul>
<b>Diapering/Toileting</b>	
Perineal Wash (such as Periwash, etc.)	<ul style="list-style-type: none"> <li>Use to clean perineum when diapering/during toileting assistance.</li> <li>Have student use for the same purpose if they are able to participate in self-care.</li> </ul>
Diapering Ointment/Cream (A & D, Desitin, etc.).	<ul style="list-style-type: none"> <li>Apply to perineum when diapering (after cleansing perineum) to prevent or minimize chafing.</li> </ul>
<b>Miscellaneous</b>	
Acetaminophen	<ul style="list-style-type: none"> <li>For minor fever/pain relief. Dosage of 325 mg every 4 hours as needed; maximum 6 doses per 24 hour period. <i>(Note: OTC acetaminophen is to be administered only to students age 12 and over and weighing at least 96 pounds).</i></li> </ul>
Ibuprofen	<ul style="list-style-type: none"> <li>For minor fever/pain relief. Dosage of 200 mg every 6 hours as needed; maximum 4 doses per 24 hour period. <i>(Note: OTC ibuprofen is to be administered only to students age 12 and over and weighing at least 96 pounds).</i></li> </ul>

	<i>over and weighing at least 96 pounds).</i>
Antacids (regular strength) (Rolaids, Tums, Calcium Carbonate, etc.)	<ul style="list-style-type: none"> <li>To relieve stomach ache/minor indigestion. Use as directed on package insert.</li> </ul>
Lice Treatment Shampoo	<ul style="list-style-type: none"> <li>To eradicate head lice infestation. Use as directed on package insert.</li> </ul>


- Per California Education Code Section 35183.5 sunscreen is not considered to be an OTC product, and may be used in schools without a physician's note or authorization.
- The California Department of Public Health recommends alcohol-based sanitizers for use in schools. There is no statute or regulation which prohibits schools from providing hand sanitizers for use by students and staff, especially in settings where soap and water are not readily available, such as portable classrooms. For more information on the use of hand sanitizers in schools, please visit: <http://www.cde.ca.gov/ls/he/hn/handsanitizers.asp>

*The FDA defines drugs in part, by their intended use, as "articles intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease.... [FD&C Act, sec. 201(g)(1)]. When an OTC product is used for any of the above purposes, it must be authorized for use/distribution in schools by a physician/authorized health care provider.*

The Orange County Department of Education List of Over the Counter Products  
Approved for School Use has been reviewed and approved.

  
\_\_\_\_\_  
Marc Lerner, MD  
Medical Officer, Orange County Department of Education

3/2/12  
Date

  
\_\_\_\_\_  
Pamela Kahn, RN, MPH  
Coordinator, Health and Wellness  
Orange County Department of Education

3/6/12  
Date

## **PROGRAM ADVISORY ON MEDICATION ADMINISTRATION**

Related to *California Code of Regulations Title V*, Article 4.1:  
Administering Medication to Students or Otherwise Assisting Students in the  
Administration of Medication During the Regular School Day

### **Contents:**

Purpose  
Introduction  
Laws, Regulations and Recommendations  
Appendices  
    Appendix A – *Education Code*  
    Appendix B – *California Code of Regulations*  
    Appendix C – Glossary  
    Appendix D – References

### **Purpose**

This is a program advisory issued pursuant to *Education Code* Section 33308.5, which provides nonbinding recommendations on administering medication to students and otherwise assisting students in the administration of medication. It is intended to provide recommendations to local educational agencies (LEAs) on pertinent issues that have been determined to be important but are outside the scope of regulations. Local education agencies are encouraged to use this information to develop and adopt local policies and procedures to enable students to receive medications safely while attending school. The content of this advisory was prepared from information provided by a medication committee that was convened by the California Department of Education to assist with the development of the Title 5 regulations pertaining to medication administration in schools. Recommendations for policy and procedures on the administration of medication are included in the body of this advisory. Relevant sections of the *Education Code* and the *California Code of Regulations (CCR)* are included in the appendixes.

### **Introduction**

Large numbers of students with chronic and acute illnesses, the huge array of available medications, new treatment regimens, and advanced technologies for administering medication have significantly affected our schools. Many students with special needs are able to participate in the educational system because of the effectiveness of the medication they take. Some students who need medication at school require close observation or other health interventions following the administration of medication to achieve positive outcomes and improved health status. The new treatment methods and new medication delivery technology may also require extensive training and supervision of designated school personnel performing those services.

In a highly publicized report, *To Err Is Human*, the Institute of Medicine describes causes of medication errors by licensed health care providers in clinical settings. These causes include lack of sufficient staffing; lack of correct patient identification; and misinterpretation of medication abbreviations, acronyms, and symbols on medication orders. In an informal survey of California school nurses in 2001, the nurses reported that common causes of medication errors by unlicensed designated school personnel included the increased number of medications being administered during the school day; the lack of correct student identification; the misinterpretation of medication dose; the lack of sufficient time to accurately log medication administration resulting in overdosing; and the lack of adequate training and supervision for properly administering medication.

The right of students to receive medication at school exists in the following federal laws:

- Public Law 93-112; 87 Stat. 394; 29 U.S.C. Section 794; (H.R. 8070).  
"Rehabilitation Act of 1973."
- Public Law 101-336; 104 Stat. 327; 42 U.S.C. sections 12101-12213; (S. 933).  
"Americans with Disabilities Act of 1990."
- Public Law 105-17; 111 Stat. 37; 20 U.S.C. sections 1400-1485; (H.R. 5).  
"Individuals with Disabilities Education Act Amendments of 1997."

*Education Code* Section 49423 provides statutory authority for providing assistance in administering medication in California schools. *Education Code* Section 49423 states:

Notwithstanding the provisions of Section 49422, any student who is required to take, during the regular school day, medication prescribed for him by a physician, *may* be assisted by the school nurse or other designated school personnel *if* the school district receives (1) a written statement from such physician detailing the method, amount, and time schedules by which such medication is to be taken and (2) a written statement from the parent or guardian of the student indicating the desire that the school district assist the student in the matters set forth in the physician's statement. (Emphasis supplied.)

*California Code of Regulations, Title 5, Article 4.1*, provides clarification for implementing *Education Code* Section 49423. Specifically, the regulations clarify who may administer medications to students requiring medication during the regular school day, under what conditions such administration of medication may occur, and the requirements for the delivery, administration, documentation, and disposal of medication.

The following section, “Laws, Regulations, and Recommendations,” provides nonbinding guidance to LEAs on the administration of medication in California public schools.

### **Laws, Regulations, and Recommendations**

This section provides legal and regulatory text, citations, and recommendations for the *Education Code* and *California Code of Regulations* sections cited here in an outline format to help the reader more easily find needed legal references and topic-specific, nonbinding guidance. The full legal citations may be found in the appendices.

#### **I. Authorization From Authorized Health Care Providers**

- A. Relevant laws and regulations: *Education Code (EC)* sections 49400 and 49423; *Business and Professions Code (BPC)* sections 1625, 2051, 2052, 2472, 2746.51, 2836.1, 3041, and 3502.1; *California Code of Regulations (CCR)*, *Title 5*, sections 600, 601(a), and 602
  - 1. The required written statement authorizing a medication to be administered in California schools shall be provided by an authorized health care provider who is licensed by the State of California to prescribe medication (*CCR, Title 5, Section 601[a]*). Authorized health care providers include the following persons:
    - a. California-licensed physicians and surgeons (*BPC Section 2051*)
    - b. California-licensed dentists (*BPC Section 1625*), optometrists (*BPC Section 3041*), and podiatrists (*BPC Section 2472*)
    - c. California-licensed nurse practitioners (*BPC 2836.1*) and California-certified nurse midwives (*BPC Section 2746.51*)
    - d. California-licensed physician assistants (*BPC Section 3502.1*)
  - 2. Authorization for medications to be administered in California schools that are written by health care providers not licensed in the State of California shall be authorized by a physician and surgeon licensed in the State of California (*BPC Section 2052*).
- B. On the basis of these laws and regulations, it is recommended that:
  - 1. LEAs require the furnishing numbers of nurse practitioners and nurse midwives, and the name, address, and telephone number of the supervising physician.
  - 2. LEAs require the name, address, and telephone number of the supervising physician for all written statements from physician assistants.
  - 3. LEAs that have students attending California schools and who live in another bordering state consult with their local public health physician or school physician for guidance and assistance in administering medications in school that are authorized by out-of-state health care providers.
  - 4. A faxed written statement is an acceptable form of the authorized health care provider’s written statement as long as the details of the authorization are clear and legible.

5. LEAs not accept telephone authorization for the administration of medication to students.
6. LEAs develop policies for handling emergency situations related to obtaining the authorized health care provider's written statement.
7. All written statements for medication administration at school contain the following information:
  - a. Student's name and date of birth
  - b. Name of the medication to be administered and reason for administration
  - c. **Amount or dose of the medication (EC Section 49423)**
  - d. If authorized changes in medication dosage require pill splitting, the only pills that may be split are those that are scored. Scored pills may be split in half only. Pill splitting may be done with a commercial pill-splitting device.
  - e. **Method of administration (EC Section 49423)**
  - f. **Time the medication is to be administered at school (EC Section 49423)**
  - g. Possible side effects
  - h. For medication prescribed on an as needed basis (PRN), the specific symptoms that necessitate administration of medications, the allowable frequency for administration, and indications for referral for medical evaluation
  - i. For medication that is to be self-administered by the student, a statement that, in the authorized health care provider's opinion, the student is competent to safely self-administer the medication according to the conditions in the provider's written statement
  - j. Name, address, telephone number, and signature of the California authorized health care provider
8. The parent or guardian obtain and provide the school with the signed authorized health care provider's written statement for medication administration in school.
9. Written statements authorizing medications to be administered at school be renewed yearly or whenever changes in medication or authorized health care provider occur.
10. Changes in medication authorization that generate a new written statement include the following circumstances:
  - a. Changes in medication dose, time, and method of administration
  - b. Change in medication
  - c. Change in California authorized health care provider
  - d. Discontinuance of medication administration

## **II. Written Statement from the Parent or Guardian**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), 49423, and 49480; *Government Code* (GC) Section 815.2(a); *CCR, Title 5*, sections 600, 601(f), 602, and 603

The parent or guardian shall provide the school with a written statement indicating their desire that the school assist the student with medication administration as set forth in the written statement from the authorized health care provider (*EC* Section 49423).

B. On the basis of these laws and regulations, it is recommended that:

1. The written statement from the parent or guardian also include:
  - a. Consent for the school nurse, other duly qualified supervisor of health, or site administrator to communicate with the authorized health care provider and the pharmacist with regard to the provider's written statement for administration of medication at school.
  - b. Agreement that the parent or guardian will provide the necessary medication, supplies, and equipment.
  - c. Agreement that the parent or guardian will notify the school nurse, other duly qualified supervisor of health, or site administrator, if there is a change in the student's medication, health status, or authorized health care provider.
  - d. Agreement that the parent or guardian will notify the school nurse, other duly qualified supervisor of health, or site administrator immediately and provide new consent for any changes in authorized health care provider's authorizations.
2. A new written statement from the parent or guardian be provided annually or whenever there is a new written statement from the authorized health care provider.
3. LEAs not require the parent or guardian to waive any rights, hold the LEA harmless, or agree to any particular placement or related services as a condition of assisting a student in the administration of medication at school.
4. LEAs allow the parent or guardian to submit to the school a written statement rescinding their consent for administration of medication at school at any time.
5. LEAs not accept or act on parent or guardian generated changes or modifications to the medication administration directions in the authorized health care provider's statement unless the LEA receives such changes in writing from the authorized health care provider.

**III. Review of Authorized Health Care Provider's and the Parent or Guardian's Written Statements by a School Nurse or Other Duly Qualified Supervisor of Health**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), 49423, and 49480; *CCR*, *Title 5*, Section 600, and *Title 16*, Section 1443.5(6)
- B. On the basis of these laws and regulations, it is recommended that:

1. A school nurse, other duly qualified supervisor of health, or site administrator review all written statements from authorized health care providers and the parent or guardian regarding the administration of medication at school to ensure that the written statements are complete and that the medication may safely be administered in accordance with the written statements.
2. The review of written statements includes checking for:
  - a. Student's name and date of birth
  - b. Name of medication and reason for administration
  - c. Amount or dose of medication
  - d. Method of administration
  - e. Time the medication is to be administered at school
  - f. Possible side effects
  - g. The specific symptoms that make the administration of medication prescribed on an as needed basis (PRN) necessary, the allowable frequency for medication prescribed on an as needed basis (PRN), and instructions for when to initiate a medical referral related to medication prescribed on an as needed basis (PRN)
  - h. The opinion of the authorized health care provider that the student is competent to safely self-administer the medication according to the conditions in the provider's written statement
  - i. Name, address, telephone number, and signature of the authorized health care provider
  - j. Resources to validate correct medication dose, frequency, and reason for administration, including the contact information for the authorized health care provider and the pharmacist
  - k. All related information and requirements for the administration of the medication in school, and the authorized health care provider's professional assessment of level of staffing needed to safely administer the medication in school, as applicable
3. If the school nurse, other duly qualified supervisor of health, or site administrator has questions or concerns regarding the written statement, he or she communicate with the student's authorized health care provider or pharmacist to resolve those questions or concerns. If after such communication the school nurse or other duly qualified supervisor of health still has concerns regarding the student's health and safety, he or she communicate those concerns to the site administrator and school health services administrator. It is an administrative responsibility to inform the parent or guardian of these concerns, resolve the concerns, and address the student's entitlement to a necessary service.

#### **IV. Persons Authorized to Administer Medication at School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600, 601(e)(f)(h), and 604

- B. On the basis of these laws and regulations, it is recommended that:
1. Medication be administered at school by the school nurse, other duly qualified supervisors of health, site administrator or designee as allowed by law, the parent or guardian or their designee as allowed by law or LEA policy, a contracted licensed health care professional whose licensure permits administration of the medication, or by the student under specified conditions.
  2. Unlicensed school personnel designated by the site administrator administer medication if:
    - a. The unlicensed staff member is willing to perform medication administration.
    - b. The unlicensed staff member is trained and determined to be capable and competent to be able to safely and accurately administer the medication by a licensed health care professional, who is legally authorized to provide such training and determine competence.
    - c. The unlicensed staff member performing medication administration is supervised by the licensed health care professional who provided the training, and the supervision, review, and monitoring of the medication administration is documented.
    - d. The unlicensed staff member does not administer medications that must be administered by injection, medications that have potential for immediate severe adverse reactions, or medications that require a nursing assessment or dosage adjustment before administration, except for emergency medications as allowed by law.
    - e. The unlicensed staff member designated to administer life-sustaining emergency medication as allowed by law receives documented training and maintains current certification in cardiopulmonary resuscitation (CPR) from a recognized source of such training, such as the American Red Cross or the American Heart Association.
    - f. If designated school personnel do not volunteer or consent to administer medication, the governing board of the LEA employs appropriately trained or licensed staff to administer medication.
  3. The parent or guardian or designee, who is not employed by the LEA administer medication to their child at school, if:
    - a. The parent or guardian signs an agreement, provided by the LEA, identifying who will administer the medication, stating the conditions under which the medication will be administered, and releasing the LEA from the responsibility of administering the medication.
    - b. Such agreements include procedures for handling the illnesses or absences of the parent, guardian, or a designee, or student.
    - c. All the medications administered in school by the parent, guardian, or designee are administered in accordance with LEA policies and procedures regarding safety, the appropriate location for

- administration, the privacy of the student, and universal precautions.
4. Students be allowed to carry and self-administer emergency or otherwise necessary medications if such self-administration is pursuant to the written statement of the authorized health care provider, written parental consent, and the school nurse or other duly qualified supervisor of health observation and documentation of the student's capability to safely and competently perform the task according to the authorized health care provider's written statement. Documented observation includes the following activities:
    - a. Observation of the student self-administering the medication.
    - b. Determination of the student's capability to have in his or her possession all necessary equipment and supplies.
    - c. Determination of the student's capability to adhere to standard precautions and appropriate handling of syringes, needles, lancets, and other medical equipment.
    - d. Determination of the student's capability to maintain safety and privacy.
    - e. Development of an individualized school healthcare plan (ISHP) by the school nurse or other duly qualified supervisor of health if the student's health condition and status require monitoring and supervision.
    - f. Development of a written agreement with the student that includes:
      - (i) Procedures for reporting to designated school personnel any problems with medication, supplies or equipment, or if and when the student needs assistance.
      - (ii) A monitoring system for tracking self-medicating student outcomes.
      - (iii) Information for the student of what constitutes responsible behavior and that any act of inappropriate behavior with regard to self-administration of medication, such as sharing medications with peers, may result in the school administrator informing the parent or guardian and revoking the privilege of self-administration.
      - (iv) Provision for the student to keep on his or her person a copy of the authorized health care provider and parent or guardian written statements.
      - (v) Recommendation that the student carry photo identification.
  5. Untrained and unsupervised personnel or inadequately supervised personnel do not administer medication.
  6. Students do not administer medication to other students, unless the student administering the medication is a sibling who has been designated by the parent with school administration approval to administer medication to his or her own sibling.
  7. A parent or guardian not be required by school officials to administer medication to their child as a condition of receiving medication at school or

- of receiving any placement or related services to which the student is entitled.
8. A written statement from an authorized health care provider not be required when a parent, guardian, or designee administers medication to their child in school.

**V. Delivery and Storage of Medication at School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600, 601(b), and 606
- B. On the basis of these laws and regulations, it is recommended that:
  1. The parent, guardian, or adult designee deliver to school all medications needed for administration at school, except those medications that the student is authorized to carry and self-administer.
  2. The parent, guardian, or adult designee deliver the medication to the school office in a container labeled by a pharmacist licensed in the United States.
  3. The medication container label indicate the student's name, the physician's name, the name of the medication, and directions for use.
  4. The school nurse or other duly qualified supervisor of health confirm that medication containers are labeled in a manner that is consistent with the written statement of the authorized health care provider.
  5. If multiple medications are to be administered at school, each medication be delivered to school in a separately labeled container.
  6. Over-the-counter medication that has been prescribed by an authorized health care provider be delivered to the school in the original container.
  7. Multiple-drug medication packages (e.g., Med-Paks) prepared by pharmacists for school administration do not include more than two medications in a single package.
  8. If pill splitting is required to obtain the correct dose of medication to be administered, only pills that are scored be split, that scored pills be split in half only, and that a commercial pill-splitting device be used for correct splitting.
  9. All medications, with the exception of those medications that individual students have been authorized to carry and self-administer, be kept in a locked medication cabinet or medication container and be available only to persons authorized to administer medications
  10. All medications be stored at school in the manner required to maintain their effectiveness and be locked in a location that is protected from persons not designated to administer medications.
  11. Refrigerators that are used for medication storage be kept locked, and their use be reserved exclusively for medication storage.

## **VI. Documentation of Administration of Medication in School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600, 601(b), and 607; *Code of Federal Regulations (CFR), Title 21*, Section 1300.01
- B. On the basis of these laws and regulations, it is recommended that:
  - 1. Each student receiving medication in school have an individual record or “medication log” for the school nurse, other duly qualified supervisor of health, or other designated school personnel to use to document all medication administered to the individual student.
  - 2. Medication logs include:
    - a. Name of student
    - b. Name and telephone number of the authorized health care provider
    - c. Date of authorized health care provider’s written statement
    - d. Name of medication
    - e. Medication dose (the amount of the medication to be administered)
    - f. Medication route (the method by which the student is to receive the medication)
    - g. Time the medication is to be administered
    - h. Special instructions for administration, if any
    - i. Space for daily entry of date and time the medication is actually administered at school, and space for the initials of the school nurse, other duly qualified supervisor of health, or other designated school personnel who administered the medication
    - j. Instructions for logging omitted medication, failure to administer medication in the required manner and at the specified time, and any other error in medication administration, including the reasons for the error and the method and the time of the parent or guardian notification
    - k. A signature space for the school nurse, other duly qualified supervisor of health, or other designated school personnel authorized to administer medication
    - l. A space for maintaining the current count of controlled medication, if applicable
  - 3. The school nurse or other duly qualified supervisor of health be responsible for
    - a. Transferring the authorized health care provider’s written statement onto the medication log
    - b. Maintaining current information in the medication log
    - c. Informing all other designated school personnel of changes in the authorized health care provider’s written statement on each medication and providing any additional training for changes in the authorized health care provider’s written statement
    - d. Monitoring accurate logging of medication administration and positive outcomes

4. Written documentation or logging of all medications administered at school occur at the time the medication is administered.
5. The daily counting and logging of the administration of medications classified as “controlled substances,” as defined by *CFR, Title 21, Section 1300.01*,\* be provided as follows:
  - a. All controlled substances are counted and recorded upon arrival at school in the presence of the parent, guardian, or designee delivering the medication. The staff member who makes and records the count, and the parent or guardian sign the medication log attesting to the entry
  - b. Each dose of the controlled substance that is administered is recorded and subtracted from the total count remaining
  - c. Discrepancies between what has been documented as administered and the amount remaining are reported immediately upon discovery to the site administrator, school nurse or other duly qualified supervisor of health, and if necessary, to the appropriate law enforcement agencies.

## **VII. Errors in Administration of Medication in School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*. sections 600, 601, 602, and 608
- B. On the basis of these laws and regulations, it is recommended that:
  1. Any failure to properly administer medication according to the written statement of the authorized health care provider, including the administration of the wrong medication or the failure to administer medication, be reported immediately upon discovery to the site administrator, to the school nurse or other duly qualified supervisor of health, and to the parent or guardian. Upon being notified of a medication error, the school nurse, other duly qualified supervisor of health, or site administrator notifies the authorizing health care provider, if necessary.
  2. Medication errors include:
    - a. Medication given to the wrong student
    - b. The wrong medication given to a student
    - c. The wrong medication dose given to a student
    - d. Medication given at the wrong time
    - e. Medication given by way of a wrong method or route
    - f. Medication omission
    - g. Medication dropped on the floor and discarded (Discarded medication is recorded on the medication log and witnessed and signed by a second person.)

---

\* A list of controlled substances identified by the local Drug Enforcement Agency can be obtained from any licensed pharmacist in the United States.

*Note:* If one medication is dropped on the floor from a multiple medication package (e.g., Med-Pak) holding more than one kind of medication, all the medication contained in that multiple medication package is discarded. Dropping a multiple medication package will necessitate opening another multiple medication package. This occurrence is clearly documented on the student's log and witnessed and signed by a second person.

3. School site policies include procedures that provide immediate medical assistance, if needed, for the student when errors in medication administration occur. As is deemed necessary by the school nurse, other duly qualified supervisor of health, or the site administrator, Emergency Medical Services (EMS) at 911 may need to be called.
4. All medication errors generate written documentation of the error on a district approved reporting form.
5. Information regarding the error be communicated to the parent or guardian and the authorized health care provider, if necessary, at the time of occurrence.
6. If the medication administration error requires an EMS response, a copy of the student's emergency card be given to the EMS responders along with information regarding the error.

### **VIII. Disposal of Medications at School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600, 601, and 609
- B. On the basis of these laws and regulations, it is recommended that:
  1. All discontinued or outdated medications be returned to the parent or guardian or the adult designee and documented on the student's medication log. The log should also contain the medication name and return date and the signatures of the school personnel returning the medication and of the parent, guardian, or designee receiving the medication.
  2. At the end of the school year, all the remaining medication be returned directly to the parent, guardian, or adult designee and so documented on the student's medication log. The log should also contain the medication name and return date and the signatures of the school personnel returning the medication and of the parent, guardian, or designee receiving the medication.
  3. If the parent or guardian does not arrange to pick up medication within 30 days of a documented notice, the medication be disposed of by the site administrator, school nurse, or other duly qualified supervisor of health in accordance with the applicable state law and local ordinances.
  4. Medications not be flushed down the toilet, and medications not be disposed of in the school trash.

5. Medication disposal:
  - a. Be witnessed by another school staff member and documented on the medication log.
  - b. Be recorded on the medication log and that the information recorded on the medication log include:
    - (i) Date of disposal
    - (ii) Medication name
    - (iii) Method of disposal
    - (iv) Source for directions of disposal method
    - (v) Signatures of the person disposing of the medication and the witness to the disposal
6. For the health and safety of all students, medication not be sent home with students.

**IX. Medication Administration for Field Trips and All School-Related Activities**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600 and 601
- B. On the basis of these laws and regulations, it is recommended that:
  1. All the staff members who are planning school-sponsored activities, including athletic department staff members who are planning intramural activities, notify the school nurse, other duly qualified supervisor of health, or the site administrator of the schedules for field trips and other related school activities as soon as possible in the school year to allow time to schedule trained staff to attend these functions and administer medications to students if needed.
  2. The school nurse, other duly qualified supervisor of health, or site administrator provides the designated trained staff members with all the necessary student medication (including emergency medication) that will allow students who need medication during the regular school day to participate in the school-sponsored activity.
  3. Medication be provided in pharmacy-prepared individual containers (that contain only the amount to be administered during the activity) with labels that include the student's name, authorized health care provider's name, name of medication, dose of medication, method of administering the medication, and time of administration.
  4. Designated trained school personnel keep all medication in a closed container on his or her person at all times, such as in a fanny pack or back pack.
  5. Only designated trained school personnel be allowed access to student medication and medication administration responsibilities for students needing medication at school-sponsored activities.
  6. The school nurse or other duly qualified supervisor of health provide information about how trained designated school personnel gain access to emergency services.

7. The LEA provide the designated school personnel with a communication device, such as a two-way radio or cellular telephone, for gaining access to emergency services at school-sponsored activities.
8. A medication log to record the time the medication was administered accompany each medication that is to be administered during the school-sponsored activity. The process must ensure that:
  - a. Documentation of medication administration on all field trips and school-sponsored activities occurs at the time and place of administration.
  - b. On return to school, the log is returned to the health office, is reviewed by the school nurse, other duly qualified supervisor of health, or site administrator and is placed in the student's health folder.
9. The school nurse, other duly qualified supervisor of health, or site administrator be responsible for ensuring that all students who are carrying and self-administering medication have the medication with them for all school-sponsored activities. Verification of adequate amounts of medication and supplies should be checked for students carrying their own medication. Students may need guidance for use of the medication in the environment of the school activity.
10. When a school activity involves several days or overnight stays, careful plans be made for keeping medications safe and ensuring the confidentiality of those students who are required to take medication.
11. If the parent or guardian of students attend school-sponsored activities and agree to administer medications to their child, this agreement be documented on the student's medication log.

**X. Disaster Preparedness and Administration of Medication**

- A. Relevant laws and regulations: *EC* sections 35295, 35296, 35297, 49400, and 49423; *CCR, Title 5, Section 600*
- B. On the basis of these laws and regulations, it is recommended that:

Every school disaster plan developed pursuant to *EC* Section 35295 or earthquake emergency procedure developed pursuant to *EC* sections 35296 and 35297 include procedures for the access to and administration of medications to students during such emergencies.

**XI. Administration of Prescribed-As-Needed or PRN (*pro re nata*) Medication in School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5, sections 600 and 601*
- B. On the basis of these laws and regulations, it is recommended that:

1. Medication that is to be administered to students on an “as needed” (PRN) basis have a written statement from the authorized health care provider and a written statement from the parent or guardian.
2. The authorized health care provider’s written statement include the following information:
  - a. Identification of specific symptoms experienced by the student that would necessitate the administration of the PRN medication
  - b. Specification of the frequency of doses or the time interval before a repeat dose of the medication is administered
  - c. Instructions for when a medical referral is to be made
3. Before a PRN medication is administered to a student, designated school personnel validate when the medication was last given to determine that the administration time complies with authorized frequency of administration. This determination may be accomplished by taking one or all of the following actions:
  - a. Referring to the student’s medication log for documentation of the time the last dose was administered
  - b. Noting the time of the request and validating that the student has been in attendance at school for the length of time of the authorized frequency for PRN medication administration
  - c. Calling the parent to validate when the medication was last given at home when the student has been in attendance at school less than the length of time of the authorized frequency for the administration of the PRN medication
4. Before administering PRN medications, the school nurse, other duly qualified supervisor of health, or designated school personnel validate the symptoms being experienced by student as the symptoms identified by the authorized health care provider in allowing for the administration of the medication.
5. When a PRN medication is administered, the information recorded on the medication log include the symptoms for which the PRN medication was administered and whether or not the student was referred to the authorized health care provider for a medical consultation.

## **XII. Administration of Emergency Medications in School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600 and 601  
Except as otherwise provided by law, written statements from the authorized health care provider and parent or guardian are required for emergency medications to be administered at school (*CCR, Title 5, Section 600*).
- B. On the basis of these laws and regulations and in addition to the recommendations found in sections I through XI of this advisory, it is recommended that:

1. Unlicensed designated personnel responsible for the administration of emergency medications receive training on standard procedures and be supervised and monitored by a school nurse, other duly qualified supervisor of health, or authorized health care provider.
2. All designated trained school personnel responsible for providing emergency medications maintain current cardiopulmonary resuscitation (CPR) certification.
3. All students requiring the potential administration of emergency medication at school have a written emergency health care plan developed by the school nurse or other duly qualified supervisor of health.
4. The initiation of the administration of an emergency medication also generate a call to Emergency Medical Services (EMS) at 911.
5. A list of current CPR-certified school personnel be maintained at school and be available to all designated trained school personnel who are responsible for administering emergency medication to students.
6. The school nurse, other duly qualified supervisor of health, or authorized health care provider be available at all times by pager or cellular telephone to respond to emergency situations and support designated trained school personnel in providing emergency care.

### **XIII. Administration of Over-the-Counter (OTC) Medications in School**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44874, 44875, 44876, 44877, 44878, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600 and 601(b)  
All over-the-counter (OTC) medications administered in school under *CCR Title 5* Article 4.1 shall have a written statement from the authorized health care provider and the parent or guardian (*CCR, Title 5*, sections 600 and 601[b]).
- B. On the basis of these laws and regulations, and in addition to the mandates and recommendations described in sections I through XI, it is recommended that:
  1. LEAs desiring to administer selected OTC medication in school without a written statement from a student's authorized health care provider but with a written statement from solely the parent or guardian do so only if the LEA's school physician or other authorized health care provider working with the LEA authorizes standard protocols and procedures for the administration of selected OTC medications.
  2. Procedures developed for administering selected OTC medication in school and authorized by the school physician or other authorized health care provider working with the LEA, be approved by the governing board of the LEA.
  3. Before administering any selected OTC medication that has not been prescribed by the student's authorized health care provider, the parent or guardian be notified that selected OTC medications may be administered at the parent or guardian written request.
  4. All designated school personnel responsible for administering OTC medications in school be trained in compliance with protocols and

procedures for safe administration of OTC medications approved by the LEA and local governing board.

*Note:* There is no law expressly governing the administration of over-the-counter (OTC) medications to students. Taken inappropriately by persons who are sensitive to one or more of the ingredients or taken in excess, OTC medications have the potential to cause harm, injury, or adverse side effects. A student's authorized health care provider has the medical knowledge and information necessary to evaluate any potential risks to a student before authorizing the OTCs to be given at school. A school physician, in collaboration with the school nurse or other duly qualified supervisor of health, may provide standard protocols and procedures for selected OTCs, thus allowing some common OTCs to be administered at school with only the written consent of the parent or guardian.

#### **XIV. Universal Precautions in Administration of Medication**

- A. Relevant laws and regulations: *EC* sections 49400 and 49423; *CCR, Title 5*, sections 600 and 601
- B. On the basis of these laws and regulations, it is recommended that:
  - 1. Communicable disease control procedures, also referred to as universal precautions, be included in the training of all designated school personnel responsible for administering medications. These precautions include:
    - a) Treating all blood and bodily fluids as though they are potentially infectious
    - b) Proper hand washing before administering medication
    - c) The use of disposable non latex gloves when the person administering medications may come in contact with body fluids
    - d) Proper disposal of wastes, including materials contaminated with blood or other body fluids and all sharps (needles and lancets)
    - e) Use of disinfectants approved by the Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) for cleaning spills of body fluids

#### **XV. Medication Provided Pursuant to an Individualized Education Program or Section 504 Plan**

- A. Relevant laws and regulations: *EC* sections 49400, 49422(a), and 49423; Individuals with Disabilities Education Act Amendments of 1997 (IDEA): *PL 105-17*; Title II of the Americans with Disabilities Act of 1990 (ADA Title II): *PL 101-336*; Rehabilitation Act of 1973 (Section 504): *PL 93-112*; *CCR, Title 5*, sections 600, 601, and 610(d)
  - 1. A student with an individualized education program (IEP) or Section 504 plan who requires medication during the school day is entitled to receive such medication in accordance with his or her written plan (*CCR, Title 5, Section 610[d]*).

- B. On the basis of these laws and regulations, it is recommended that the *Title 5* regulations and this advisory serve as a guide to LEAs in administering medications to students with IEPs and Section 504 plans as long as the regulations or the advisory do not conflict with the student's individually determined plan.

#### **XVI. Personnel Qualifications**

- A. Relevant laws and regulations: *EC* sections 44871, 44873, 44877, 49400, 49422(a), and 49423; *CCR, Title 5*, sections 600 and 601
1. LEAs are required to provide diligent care for the health and development of students, and LEAs may employ qualified persons to provide that care (*EC* Section 49400).
  2. To function as a school nurse or other duly qualified supervisor of health in California public schools, persons must be appropriately credentialed and licensed (*EC* sections 44871, 44973, 44877, and 49422[a]).
- B. On the basis of these laws and regulations, it is recommended that LEAs employ duly qualified supervisors of health (school nurses or school physicians) to provide and supervise medication administration and school health services.

If there are questions about this Program Advisory, please contact Linda Davis-Alldritt, RN, School Nurse Consultant, at 916-319-0284 or by e-mail at [ldavisal@cde.ca.gov](mailto:ldavisal@cde.ca.gov).

The guidance in this Program Advisory is not binding on local education agencies or other entities. Except for statutes, regulations, and court decisions that are referenced herein, this Program Advisory is exemplary, and compliance with it is not mandatory. (See *Education Code* Section 33308.5)

**APPENDIX A: Relevant Sections of the California *Education Code***

***Education Code Section 44871:***

The qualifications of supervisors of health shall be as provided in Sections 44873 to 44878, inclusive.

***Education Code Section 44873:***

The qualifications for a physician and surgeon employed to serve on a half-time or greater than half-time basis shall be a valid certificate to practice medicine and surgery issued by the Medical Board of California or Osteopathic Medical Board of California and either a services credential with a specialization in health or a valid credential issued prior to November 23, 1970. The qualifications for a physician and surgeon employed for less than half time shall be a valid certificate to practice medicine and surgery issued by the Medical Board of California. Any school district may employ and compensate physicians and surgeons meeting the foregoing qualifications for the performance of medical services for that district and shall provide liability insurance coverage for the period of his or her employment.

As used in this section "medical services" includes, but is not limited to, any medical services required to be performed while required to be in attendance at high school athletic contests or meets.

***Education Code Section 44874:***

The qualifications for a psychologist or social worker are a valid certificate issued by the appropriate California agency authorized by law to certify such persons and a services credential with a specialization in health. Any school district may employ and compensate psychologists and social workers meeting the foregoing qualifications.

***Education Code Section 44875:***

The qualifications for a dentist are a valid certificate issued by the Board of Dental Examiners and a services credential with a specialization in health or a valid credential issued prior to November 23, 1970. Any school district may employ and compensate dentists meeting the foregoing qualifications.

***Education Code Section 44876:***

The qualifications for a dental hygienist shall be a valid certificate issued by the Board of Dental Examiners of California and either a health and development credential, a standard designated services credential with a specialization in health, or a services credential with a specialization in health.

**Education Code Section 44877:**

The qualifications for a nurse shall be a valid certificate of registration issued by the Board of Nurse Examiners of the State of California or the California Board of Nursing Education and Nurse Registration and a health and development credential, a standard designated services credential with a specialization in health, or a services credential with a specialization in health.

The services credential with a specialization in health authorizing service as a school nurse shall not authorize teaching services unless the holder also completes the requirements for a special class authorization in health in a program that is approved by the commission.

On and after January 1, 1981, the qualifications for a nurse shall also include proof satisfactory to the school district that the nurse has acquired training in child abuse and neglect detection. This requirement may be satisfied through participation by the nurse in continuing education activities relating to child abuse and neglect detection and treatment.

**Education Code Section 44878:**

The qualifications for an optometrist are a valid certificate issued by the State Board of Optometry and a services credential with a specialization in health or a credential issued prior to November 23, 1970. Any school district may employ and compensate optometrists meeting the foregoing qualifications.

**Education Code Section 49400:**

The governing board of any school district shall give diligent care to the health and physical development of students, and may employ properly certified persons for the work.

**Education Code Section 49422(a):**

a) No physician, psychiatrist, oculist, dentist, dental hygienist, optometrist, otologist, podiatrist, audiologist, or nurse not employed in that capacity by the State Department of Health Services, shall be, nor shall any other person be, employed or permitted to supervise the health and physical development of students unless he or she holds a services credential with a specialization in health or a valid credential issued prior to the operative date of Section 25 of Chapter 557 of the Statutes of 1990.

**Education Code Section 49423:**

Notwithstanding the provisions of Section 49422, any student who is required to take, during the regular school day, medication prescribed for him by a physician, may be assisted by the school nurse or other designated school personnel if the school district receives (1) a written statement from such physician detailing the method, amount, and time

schedules by which such medication is to be taken and (2) a written statement from the parent or guardian of the student indicating the desire that the school district assist the student in the matters set forth in the physician's statement.

***Education Code Section 49480:***

The parent or legal guardian of any public school pupil on a continuing medication regimen for a nonepisodic condition, shall inform the school nurse or other designated certificated school employee of the medication being taken, the current dosage, and the name of the supervising physician. With the consent of the parent or legal guardian of the pupil, the school nurse may communicate with the physician and may counsel with the school personnel regarding the possible effects of the drug on the child's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose. The superintendent of each school district shall be responsible for informing parents of all pupils of the requirements of this section.

**APPENDIX B: Relevant Articles of the *California Code of Regulations***

**Title 5. EDUCATION  
Division 1. State Department of Education  
Chapter 2. Students  
Subchapter 3. Health and Safety of Students**

***Add Article 4.1. to read:***

**Article 4.1. Administering Medication to Students or Otherwise Assisting Students in the Administration of Medication During the Regular School Day.**

**Section 600. Authorization.**

Pursuant to Section 49423 and subdivision (b) of Section 49423.6 of the *Education Code*, any student who is required to take, during the regular school day, prescribed medication may be assisted by a school nurse or other designated school personnel if both of the following conditions are met:

(a) The student's authorized health care provider executes a written statement specifying, at a minimum, the medication the student is to take, the dosage, and the period of time during which the medication is to be taken, as well as otherwise detailing (as may be necessary) the method, amount, and time schedule by which the medication is to be taken.

(b) The student's parent or legal guardian provides a written statement initiating a request to have the medication administered to the student or to have the student otherwise assisted in the administration of the medication, in accordance with the authorized health care provider's written statement.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

**Section 601. Definitions.**

As used in Section 49423 and subdivision (b) of Section 49423.6 of the *Education Code* and in this article:

(a) "Authorized health care provider" means an individual who is licensed by the State of California to prescribe medication.

(b) "Medication" may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies.

(c) "Medication log" may consist of a form developed by the local education agency for the documentation of the administration of the medication to the student or otherwise assisting the student in the administration of the medication. The medication log may include the following:

- (1) Student's name;
- (2) Name of medication the student is required to take;
- (3) Dose of medication;
- (4) Method by which the student is required to take the medication;
- (5) Time the medication is to be taken during the regular school day;
- (6) Date(s) on which the student is required to take the medication;
- (7) Authorized health care provider's name and contact information; and

- (8) A space for daily recording of medication administration to the student or otherwise assisting the student in administration of the medication, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.
- (d) "Medication record" may include:
  - (1) The authorized health care provider's written statement;
  - (2) The written statement of the parent or legal guardian;
  - (3) The medication log; and
  - (4) Any other written documentation related to the administration of the medication to the student or otherwise assisting the student in the administration of the medication.
- (e) "Other designated school personnel" may include any individual employed by the local education agency who:
  - (1) Has consented to administer the medication to the student or otherwise assist the student in the administration of medication; and
  - (2) May legally administer the medication to the student or otherwise assist the student in the administration of the medication.
- (f) "Parent or legal guardian" means the individual recognized by the local education agency as having authority to make medical decisions for the student.
- (g) "Regular school day" may include not only the time the student receives instruction, but also the time during which the student otherwise participates in activities under the auspices of the local education agency, such as field trips, extracurricular and cocurricular activities, before- or after-school programs, and camps or other activities that typically involve at least one overnight stay away from home.
- (h) "School nurse" means an individual employed by the local education agency who is a currently licensed registered nurse and is credentialed pursuant to *Education Code* section 44877.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 44877, 49423, and 49423.6 *Education Code*.

**Section 602. Written Statement of Authorized Health Care Provider.**

- (a) A local education agency may establish specifications for the authorized health care provider's written statement in order to ensure that:
  - (1) The student is clearly identified;
  - (2) The medication is clearly identified;
  - (3) The dosage is clearly specified;
  - (4) The period of time during which the medication is to be taken is clearly specified; and
  - (5) Other information is obtained that is relevant to administering the medication to the student or otherwise assisting the student in administration of the medication.
- (b) A student's parent or legal guardian may deliver the authorized health care provider's written statement to an authorized representative of the local education agency, such as the schoolsite administrator or his or her designee.
- (c) A local education agency may require that an amended or new written statement be provided annually and whenever there is a change in the student's authorized health care provider, or a change in the medication, dosage, method by which

the medication is required to be taken, or date(s) or time(s) the medication is required to be taken.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

**Section 603. Written Statement of the Parent or Legal Guardian.**

- (a) A local education agency may establish specifications for the written statement of the student's parent or legal guardian in order to ensure that:
  - (1) The student is clearly identified.
  - (2) Permission is obtained for an authorized representative of the local education agency to communicate directly with the student's authorized health care provider, as may be necessary, regarding the authorized health care provider's written statement.
  - (3) The parent or legal guardian understands what employees of the local education agency will do to administer the medication to the student or otherwise assist the student in the administration of the medication.
  - (4) The parent or legal guardian understands his or her responsibilities to enable employees of the local education agency to administer the medication to the student or otherwise assist the student in administration of the medication, e.g., to ensure that a current authorized health care provider's written statement has been delivered to an authorized representative of the local education agency, or to ensure that the medication is delivered to the schoolsite in a proper container by an individual legally authorized to be in possession of the medication.
  - (5) The parent or legal guardian understands how he or she may terminate consent for administration of the medication to the student or otherwise assisting the student in the administration of the medication.
- (b) A local education agency may provide reasonable accommodations to a parent or legal guardian who has insufficient English language proficiency to produce a written statement without assistance or who has a disability that makes it difficult to produce a written statement.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

**Section 604. Administration of Medication to Students or Otherwise Assisting Students in the Administration of Medication.**

- (a) A school nurse may administer medication to a student or otherwise assist a student in the administration of medication as allowed by law and in keeping with applicable standards of professional practice.
- (b) Other designated school personnel may administer medication to students or otherwise assist students in the administration of medication as allowed by law and, if they are licensed health care professionals, in keeping with applicable standards of professional practice for their license.
- (c) The student's parent or legal guardian may administer medication to the student or otherwise assist the student in the administration of medication as allowed by law.
- (d) An individual designated to do so by the parent or legal guardian may administer medication to the student or otherwise assist the student in the administration of medication as allowed by law. A local education agency may establish rules

governing the designation of an individual by a parent or legal guardian in order to ensure that:

- (1) The individual is clearly identified;
- (2) The individual is willing to accept the designation;
- (3) The individual being designated is permitted to be present on the school site;
- (4) Any limitations on the individual's authority in his or her capacity as designee are clearly established; and
- (5) The individual's service as a designee would not be inconsistent or in conflict with his or her employment responsibilities, if the individual being designated is employed by the local education agency.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

#### **Section 605. Self-Administration of Medication.**

With the approval of the student's authorized health care provider and the approval of the student's parent or legal guardian, a local education agency may allow a student to carry medication and to self-administer the medication. A local education agency may establish rules governing self-administration in order to protect the health and safety both of the student and of the whole student body and staff at the schoolsite. Through such rules, a local education agency may describe circumstances under which self-administration may be prohibited.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

#### **Section 606. Delivery and Storage of Medication.**

A local education agency may establish policies governing the delivery of medication to the schoolsite (other than medication a student is allowed to carry for purposes of self-administration), as well as the storage of medication in a manner that is secure and maintains the medication's effectiveness.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

#### **Section 607. Documentation.**

A local education agency may establish policies regarding documentation of the administration of medication to students or otherwise assisting students in the administration of medication to ensure that:

- (a) Student confidentiality is appropriately maintained;
- (b) A medication record is maintained for each student to whom medication is administered or other assistance is provided in the administration of medication; and
- (c) An appropriate record is kept of students who are allowed to carry and self-administer medication.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

#### **Section 608. Deviation from Authorized Health Care Provider's Written Statement.**

A local education agency may establish policies regarding any material or significant deviation from the authorized health care provider's written statement in order to ensure that, as quickly as possible upon discovery, appropriate notification of the deviation is

made:

- (a) In accordance with applicable standards of professional practice, if the discovery is made by a licensed health care professional; or
- (b) To the schoolsite administrator, the student's parent or legal guardian, an employee of the local education agency who is a licensed health care professional (if any), and the student's authorized health care provider, if the discovery is made by an individual who is not a licensed health care professional.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

**Section 609. Unused, Discontinued and Outdated Medication.**

A local education agency may establish policies regarding unused, discontinued, and outdated medication in order to ensure that:

- (a) Such medication is returned to the student's parent or legal guardian where possible;
- (b) Such medication that cannot be returned to the student's parent or legal guardian is disposed of by the end of the school year in accordance with applicable law.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49423 and 49423.6, *Education Code*.

**Section 610. Applicability of this Article.**

Nothing in this article may be interpreted as creating a state-mandated local program or as affecting in any way:

- (a) The statutes, regulations, or standards of practice governing any health care professional licensed by the State of California in the carrying out of activities authorized by the license;
- (b) The statutes or regulations governing the administration of medication to students or otherwise assisting students in the administration of medication by individuals who are not licensed health care professionals, other than Section 49423 and subdivision (b) of Section 49423.6 of the *Education Code*;
- (c) The use of emergency epinephrine auto-injectors pursuant to Section 49414 of the *Education Code*;
- (d) The content or implementation of a student's individualized education program prepared in accordance with applicable provisions of federal and state law, or a student's Section 504 Accommodation Plan prepared in accordance with applicable provisions of the federal Rehabilitation Act of 1973.

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 49414, 49423 and 49423.6, and Part 30 (commencing with Section 56000) of Division 4 of Title 2, *Education Code*.

**Section 611. Issuance and Periodic Updating of Advisory.**

The California Department of Education, with the approval of the State Board of Education, may issue and periodically update an advisory providing nonbinding guidance on the administration of medication to students and otherwise assisting students in the administration of medication. The advisory shall be a program guideline under *Education Code* Section 33308.5, and shall meet the requirements of *Education Code* section 33308.5 (including the written notification that the guideline is merely exemplary and that compliance with the guideline is not mandatory).

Note: Authority cited: sections 33031 and 49423.6, *Education Code*. Reference: sections 33308.5, 49423 and 49423.6, *Education Code*.

## APPENDIX C: GLOSSARY

**authorized health care provider.** A person who is licensed by the State of California to prescribe medication (*California Code of Regulations (CCR), Title 5, Section 601[a]*).

**capable.** Having the ability to perform a task correctly and competent

**controlled substances.** Controlled substances are drugs that are regulated by the U.S. Drug Enforcement Administration (DEA). These drugs generally have potential for abuse or illicit distribution. The DEA has divided controlled substances into five schedules according to their potential for abuse. Schedule I drugs have the greatest potential for abuse and Schedule V drugs have the least. **It is a criminal act to violate federal law related to controlled substances.** A Schedule II drug that is commonly administered in schools is Ritalin (methylphenidate). More information about the five schedules of controlled substances may be found on the DEA Web site at <http://www.usdoj.gov/dea/pubs/csa.html> (Outside Source).

**designated school personnel.** Persons employed by the local education agency who satisfy the following requirements:

1. Has consented to administer the medication to a student or otherwise assist a student in the administration of medication (unlicensed personnel). (*CCR, Title 5, Section 601[e][1]*)
2. May legally administer the medication to a student or otherwise assist a student in the administration of the medication (licensed health care personnel) (*CCR, Title 5, Section 601[e][2]*).

**duly qualified supervisor of health.** A California credentialed school nurse or a California licensed physician and surgeon may serve as supervisors of health (*EC sections 44871 - 44878*).

**emergency medication.** Life sustaining medication that is provided to avert death. Staff administering life-sustaining medication should be prepared to provide additional life support, such as cardiopulmonary resuscitation (CPR), if needed.

**medication.** Includes substances dispensed in the United States by prescription and substances that do not require prescriptions, such as over-the-counter remedies, nutritional supplements, and herbal remedies (*CCR, Title 5, Section 601[b]*).

**medication error.** Any preventable event that may lead to or cause inappropriate medication use or patient harm while the medication is in the control of the health care professional, patient, or consumer. Such events may be related to professional practice, health care products, procedures, and systems, such as prescribing; order communication; product labeling, packaging, and nomenclature; compounding; dispensing; distribution; administration; education; monitoring; and use (National Coordinating Council for Medication Error Reporting and Prevention: <http://www.nccmerp.org/aboutMedErrors.html> [Outside Source]).

**medication log.** A form used by the local educational agency (LEA) for the documentation of the administration of the medication to a student or otherwise assisting the student in the administration of the medication (*CCR, Title 5, Section 601[d][3]*).

**medication record.** May include the following information:

1. The authorized health care provider's written authorization
2. The written statement of the parent or legal guardian
3. The medication log
4. Any other written documentation related to the administration of the medication to the student or otherwise assisting the student in the administration of the medication (*CCR, Title 5, Section 601[d][1-4]*)

**med-pak.** A prescribed medication package containing more than one medication.

**parent or guardian.** The person who has the legal responsibility to care for a specific student is recognized by the LEA as having authority to make medical decisions for the student.

**Parent or guardian consent for medication administration.** A written statement from the parent or guardian of the student permitting the LEA to assist the student according to the California licensed health care provider's statement and to communicate with the student's health care provider, as necessary, regarding the medication. The written statement also indicates the parent or guardian's understanding of his or her role and responsibilities for medication administered to his or her child at school (*CCR, Title 5, Section 603*).

**PRN (*pro re nata*) medication.** This medication is administered as needed to the patient. These authorized medications are administered when specific described signs and symptoms are present.

**regular school day.** A regular school day includes the time a student receives instruction and the time during which a student otherwise participates in activities under the auspices of the LEA, such as field trips, extracurricular and cocurricular activities, before or after-school programs, and camps or other activities that typically involve at least one overnight stay away from home (*CCR, Title 5, Section 601 [g]*).

**school nurse.** A person employed by the LEA who is a currently licensed registered nurse and is credentialed pursuant to *EC Section 44877*.

**Sharps.** Objects that can penetrate the skin including needles and lancets.

**sharps container.** A container approved by the California Occupational Safety and Health Association for the disposal of sharps.

**Specialized physical health care services.** These services are prescribed by a physician, may require medically related training to perform, and are necessary for the student to attend school (*EC* Section 49423.5[d]; *CCR, Title 5, Section 3051.12[b][1][A]*).

**Standard.** “That which is established by custom or authority as a model, criterion, or rule for comparison of measurement.” (*Taber’s Cyclopedic Medical Dictionary*, Edition 18, Edited by C.L. Thomas, Philadelphia: F.A. Davis Company, 1997)

**standardized procedures.** Protocols and procedures developed through collaboration among school or hospital administrators and health professionals, including licensed physicians, surgeons, and nurses to be utilized in the provision of the specialized physical health care services (*CCR, Title 5, Section 3051.12 [b][1][B]*).

**Supervision.** Review, observation, or instruction of a designated school person’s performance and of physical health care services, but does not necessarily require the immediate presence of the supervisor at all times.

1. Immediate supervision means that the supervisor shall be physically present while a procedure is being administered (*CCR, Title 5, Section 3051.12[b][1][D][1]*).
2. Direct supervision means that the supervisor shall be present in the same building as the person being supervised and available for consultation or assistance (*CCR, Title 5, Section 3051.12[b][1][D][2]*).
3. Indirect supervision means that the supervisor shall be available to the qualified designated school employee either in person or through electronic means to provide necessary instruction, consultation, and referral to appropriate care and services as needed (*CCR, Title 5, Section 3051.12[b][1][D][3]*).
4. Supervision of designated school persons shall include review on-site by a qualified school nurse, qualified public health nurse, or qualified licensed physician and surgeon. Supervision shall also include review of the competence of that individual in performing the specialized health care service, maintenance of appropriate records, physical environment, and equipment (*CCR, Title 5, Section 3051.12[b][1][D][3]*).

**Training.** Preparation in the appropriate delivery and skillful performance of standard procedures for the administration of medication in school provided by a duly qualified supervisor of health or obtained in an approved program provided by an appropriate agency (*CCR, Title 5, Section 3051.12 [b][1][E]*).

**universal precautions.** Body fluid and blood exposure precautions and controls are used by persons providing health care or assisting with daily living skills as required by the California Occupational Safety and Health Association. These precautions include proper hand washing, the use of protective gloves when dealing with body fluids, and the proper disposal of wastes and approved environment disinfectants.

**unlicensed designated school personnel.** May include any person employed by the LEA who does not possess a current California license for health care.

## APPENDIX D: REFERENCES:

American Academy of Pediatrics. *Guidelines for Administration of Medication in School*. September 2003.

<http://aappolicy.aappublications.org/cgi/reprint/pediatrics;112/3/697.pdf> (Outside Source). (Accessed May 26, 2004)

California Medical Waste Management Program.

<http://www.cdph.ca.gov/certlic/medicalwaste/Pages/default.aspx> (Outside Source) (Accessed May 26, 2004)

California Parent Teachers Association Parent Survey: *Parent Satisfaction with Medication Administration in Schools and OTC Medications, 2000-2001 School Year*.

Committee on Quality of Health Care in America, Institutes of Medicine. *To Err Is Human: Building a Safer Health System*. Edited by J. M. Corrigan, M. S. Donaldson, and L.T. Kohn, Washington: D.C., 2000: The National Academies Press.

Institute for Safe Medication Practices (ISMP). <http://www.ismp.org> (Outside Source). See also <http://www.ismp.org/msaarticles/qualitychasm.html> (Outside Source). (Accessed May 26, 2004)

National Association of School Nurses Position Statement. *Medication Administration in the School Setting*. 2003. <http://www.nasn.org> (Outside Source). (Accessed May 26, 2004)

National Coordinating Council for Medication Error Reporting and Prevention. *About Medication Errors*. 1998-2004. <http://www.nccmerp.org/aboutMedErrors.html> (Outside Source). (Accessed May 26, 2004)

Thomas, C.L., ed., *Taber's Cyclopedic Medical Dictionary*. Edition 18. F.A. Davis Company, Philadelphia, 1997

United States Government Printing Office. *United States Code: Code of Federal Regulations, Title 21*. Volume 9, Chapter II, Part 1300.01. Definitions Relating to Controlled Substances. <http://www.gpoaccess.gov/cfr/retrieve.html> (Outside Source). (Accessed May 26, 2004)

United States Department of Labor, Occupational Safety and Health Administration. Blood Borne Pathogens. <http://www.osha.gov> (Outside Source). See also <http://www.osha.gov/SLTC/bloodbornepathogens/index.html> (Outside Source). (Accessed May 26, 2004)



# FOUNTAIN VALLEY SCHOOL DISTRICT

---

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

## MEMORANDUM

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

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

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

**DATE:** May 30, 2012 – for June 14, 2012 Board Meeting

---

## **BACKGROUND**

Best Best & Krieger LLP, Attorneys at Law, will provide legal services to include, upon request, legal advice, consultation and representation relating to any and all aspects of the District's special educational concerns. The District shall agree to pay \$230 per hour for services rendered. Law Clerks and paralegals shall be billed at \$135.00 per hour. Fees shall not exceed \$25,000 total.

## **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2012 through June 30, 2013 and authorize the Superintendent or designee to sign all documents.

srb

INDIAN WELLS  
(760) 568-2611

LOS ANGELES  
(213) 617-8100

ONTARIO  
(909) 989-8584

RIVERSIDE  
(951) 686-1450

KAREN VAN DIJK  
(949) 263-6563  
KAREN.VANDIJK@BBKLAW.COM



**BEST BEST & KRIEGER**  
**ATTORNEYS AT LAW**

5 PARK PLAZA, SUITE 1500, IRVINE, CA 92614  
PHONE: (949) 263-2600 | FAX: (949) 260-0972 | WWW.BBKLA.W.COM

SACRAMENTO  
(916) 325-4000

SAN DIEGO  
(619) 525-1300

WALNUT CREEK  
(925) 977-3300

WASHINGTON, DC  
(202) 785-0600

May 25, 2012

**VIA FACSIMILE AND MAIL**

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

Re: Retainer Agreement with Best Best & Krieger LLP

Dear Mr. McMahon:

ABOUT OUR REPRESENTATION

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

TERM

The term of representation shall be effective from July 1, 2012 through June 30, 2013. The Agreement can be extended for another year by mutual written agreement. However, at any time, with or without cause, FVSD shall have the right to terminate the Agreement by giving thirty (30) days written notice to Best Best & Krieger LLP.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

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



**BEST BEST & KRIEGER**

**ATTORNEYS AT LAW**

Fountain Valley School District

May 25, 2012

Page 2

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing your District. Similarly, the District's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your agency. Based on our recent conflict check, we can represent your District, as there does not appear to be any conflicts that have been identified.

FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services rendered by attorneys under this agreement at the rate of \$230.00 per hour. Law clerks and paralegals shall be billed at \$135.00 per hour. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FVSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees currently include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postage charges and any costs of producing or reproducing photographs. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and office costs associated with the provision of legal services.

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

INSURANCE

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

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

CIVILITY IN LITIGATION

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



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Fountain Valley School District  
May 25, 2012  
Page 3

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring any case to you or your new counsel. By the same token, we reserve the right to terminate our services with you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us on any matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

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

THANK YOU

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

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

Very truly yours,

Karen Van Dijk  
BEST BEST & KRIEGER LLP

cc: Abby Bickford  
Robyn Moses  
Anne Delfosse

AGREED AND ACCEPTED:

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

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



# FOUNTAIN VALLEY SCHOOL DISTRICT

---

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

## MEMORANDUM

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

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

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

**DATE:** June 1, 2012 – for June 14, 2012 Board Meeting

---

### **BACKGROUND**

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

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2012 through June 30, 2013 and authorize the Superintendent or designee to sign all documents.

srb

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

This AGREEMENT is hereby entered into this 21<sup>ST</sup> day of May, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Fountain Valley School District, 10055 Slater Avenue, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

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

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

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

1 potentially eligible individuals, and their families where  
2 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
3 and

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

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

8 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
9 (1) year commencing on July 1, 2012, and ending on June 30, 2013,  
10 subject to termination as set forth in this AGREEMENT.

11 2.0 RESPONSIBILITIES OF SUPERINTENDENT .

- 12 a. Certify to the STATE the amount of DISTRICT'S general  
13 funds or any other funds allowed under federal law and  
14 regulation expended on the allowable "Program  
15 activities".
- 16 b. Certify to the STATE the availability and expenditure of  
17 one hundred percent (100%) of the non-federal cost of  
18 performing Program activities.
- 19 c. Certify to the STATE that DISTRICT expenditures  
20 represent costs that are eligible for federal financial  
21 participation for that fiscal year.
- 22 d. Act as liaison between STATE and DISTRICT.
- 23 e. Represent DISTRICT'S issues, concerns, and questions at  
24 scheduled statewide LEC Committee meetings and MAA  
25 Program work groups.
- f. As mandated by STATE, attend STATE trainings.

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

1 5.0 of this AGREEMENT. No funds will be conveyed to  
2 DISTRICT for invoices that have been disallowed by the  
3 STATE.

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

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

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

10 3.0 RESPONSIBILITIES OF DISTRICT.

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

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

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

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

25 e. Certify to SUPERINTENDENT and STATE expenditures  
represent costs that are eligible for federal financial

1 participation for that fiscal year. Ensure claims do not  
2 include fees for consultant services that are based on,  
3 or include, contingency fee arrangements.

4 f. If subcontracting for Program coordination and training,  
5 provide SUPERINTENDENT with a copy of the DISTRICT'S  
6 contract with vendor. Submit copies of amendments or new  
7 contracts as soon as they are fully executed.

8 g. Ensure that DISTRICT'S designated MAA Coordinator  
9 attends quarterly Region 9 LEC MAA Coordinators  
10 trainings and meetings.

11 h. Adhere to timelines established by the STATE and  
12 SUPERINTENDENT for completion of Program documentation  
13 (e.g., Program invoices, time surveys, reports, etc.).  
14 Respond in a timely manner to all STATE and  
15 SUPERINTENDENT requests for information and  
16 documentation.

17 i. Respond to SUPERINTENDENT reviews with information and  
18 corrected documents upon request.

19 j. Work with SUPERINTENDENT to resolve any outstanding  
20 matters.

21 k. Appeal SUPERINTENDENT decision through the statewide  
22 Local Educational Consortium (LEC) Committee MAA LEA  
23 Appeals Process if necessary.

24 l. Conduct time survey trainings for all DISTRICT survey  
25 participants.

- 1 m. Complete time studies, as required by the Centers for  
2 Medicare and Medicaid Services (CMS), to determine the  
3 amount of paid time spent on Program claimable  
4 activities.
- 5 n. Ensure that MAA Time Survey forms are properly  
6 administered according to Federal, STATE, and  
7 SUPERINTENDENT requirements.
- 8 o. Ensure that Time Surveys needing correction are  
9 corrected prior to inclusion in the MAA quarterly  
10 invoice.
- 11 p. Provide SUPERINTENDENT with copies of completed  
12 quarterly Time Survey forms upon request.
- 13 q. Develop and maintain an Operational Plan/Audit File to  
14 include at a minimum the following:
- 15 • Training materials and original attendance  
16 sheets
  - 17 • Original Time Survey forms and other Time  
18 Survey documentation, including validation of  
19 time survey participant attendance for the time  
20 survey period
  - 21 • Time certification and supporting documentation  
22 for direct charge staff
  - 23 • Claiming Unit Functions Grids
  - 24 • Position Descriptions/Duty Statements
  - 25 • Medi-Cal Percentage documentation
  - Invoice documents and supporting documentation
  - Contracts/MOU
  - Organizational Charts
  - School Calendar
  - Resource Directories and outreach materials
  - Program review documentation

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

1 y. Designate an employee to act as a liaison with  
2 SUPERINTENDENT to provide DISTRICT specific information  
3 relative to MAA Program administration and fiscal  
4 issues.

5 z. Complete and return with the fully executed AGREEMENT,  
6 SUPERINTENDENT'S Medi-Cal Administrative Activities  
7 (MAA) District Information 2012/2013 form, Appendix "A",  
8 attached hereto and incorporated by reference herein.

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

19 5.0 FEE SCHEDULE.

20 A. Annual STATE Participation Fee. SUPERINTENDENT will be  
21 responsible for DISTRICT share of the STATE Participation Fee, which  
22 is based on the STATE'S cost for administering the MAA claiming  
23 process. In the event that the STATE costs for the 2012/2013 fiscal  
24 year exceed the amount of the STATE costs contracted with  
25 SUPERINTENDENT for the 2011/2012 fiscal year, SUPERINTENDENT will

1 reduce DISTRICT'S quarterly MAA claim reimbursement for DISTRICT'S  
2 share of the STATE Participation Fee increase.

3 B. SUPERINTENDENT'S Administrative Support Fees. After  
4 SUPERINTENDENT has received reimbursement from the STATE for  
5 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to  
6 DISTRICT an amount equal to the Federal share of cost received as  
7 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a  
8 four and a half percent (4 1/2%) fee per quarterly claim which will  
9 be used to support SUPERINTENDENT'S MAA administration.

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

21 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
22 this AGREEMENT, shall be and act as an independent contractor.  
23 SUPERINTENDENT understands and agrees that he/she and all of his/her  
24 employees shall not be considered officers, employees or agents of  
25 the DISTRICT, and are not entitled to benefits of any kind or nature  
normally provided employees of the DISTRICT and/or to which

1 DISTRICT'S employees are normally entitled, including, but not  
2 limited to, State Unemployment Compensation or Workers'  
3 Compensation. SUPERINTENDENT assumes full responsibility for the  
4 acts and/or omissions of his/her employees or agents as they relate  
5 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
6 shall assume full responsibility for payment of all federal, state  
7 and local taxes or contributions, including unemployment insurance,  
8 social security and income taxes with respect to SUPERINTENDENT'S  
9 employees.

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

19 8.0 COPYRIGHT.

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

1 and/or patent all forms and related instructional materials  
2 developed under this AGREEMENT.

3 9.0 HOLD HARMLESS.

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

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

20 10.0 CONFIDENTIALITY.

21 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
22 of their respective records and information, governing the  
23 confidentiality of client or student information for Medi-Cal  
24 clients served under this AGREEMENT. Applicable laws include, but  
25 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
431.300, Welfare and Institutions Code, Section 14100.2 and 22

1 California Code of Regulations Section 51009 and all applicable  
2 federal and/or state laws or regulations as each may now exist or be  
3 hereafter amended. The confidentiality obligations contained in  
4 this section shall survive termination of this AGREEMENT.

5 B. DISTRICT understands and agrees to take all reasonable  
6 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S  
7 agents' proprietary data provided for purposes of this AGREEMENT  
8 hereinafter defined as; data file specifications, related  
9 instructions, management reports, training materials, plans or other  
10 information relating to the performance of SUPERINTENDENT'S agents  
11 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
12 to this AGREEMENT. DISTRICT shall not during or after the term of  
13 this AGREEMENT, permit the copying, duplication, or use of any of  
14 SUPERINTENDENT'S agents' proprietary data by or to any person other  
15 than authorized employees, agents or representatives of DISTRICT.

16 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
17 to assure that the information supplied to SUPERINTENDENT hereunder  
18 shall be true, complete, and accurate in all respects. DISTRICT  
19 shall assume sole responsibility for the truth, completeness and  
20 accuracy of all information supplied to SUPERINTENDENT and agrees  
21 that SUPERINTENDENT shall have no responsibility or liability for  
22 the truth, completeness or accuracy of any information submitted by  
23 DISTRICT hereunder.

24 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
25 for damages or losses to DISTRICT employees, agents, independent  
contractors or students relating to lost medical services or lost

1 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
2 any sums DISTRICT does not obtain in reimbursement from the STATE,  
3 or for any incidental, indirect, special or consequential damages to  
4 DISTRICT arising from the denial of any request for reimbursement  
5 from the STATE.

6 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
7 AGREEMENT shall not be assigned by the DISTRICT without prior  
8 written approval of SUPERINTENDENT.

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

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

1 16.0 TOBACCO USE POLICY. In the interest of public health,  
2 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
3 use of any tobacco products are prohibited in buildings and  
4 vehicles, and on any property owned, leased or contracted for by the  
5 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure  
6 to abide with conditions of this policy could result in the  
7 termination of this AGREEMENT.

8 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
9 or without cause, terminate this AGREEMENT with the giving of thirty  
10 (30) days prior written notice to the other party.

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

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

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

1 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
2 redress for violation of, or to insist upon, the strict performance  
3 of any term or condition of this AGREEMENT shall not be deemed a  
4 waiver by that party of such term or condition, or prevent a  
5 subsequent similar act from again constituting a violation of such  
6 term or condition.

7 20.0 SEVERABILITY. If any term, condition or provision of this  
8 AGREEMENT is held by a court of competent jurisdiction to be  
9 invalid, void, or unenforceable, the remaining provisions will  
10 nevertheless continue in full force and effect, and shall not be  
11 affected, impaired or invalidated in any way.

12 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
13 shall be governed by the laws of the State of California with venue  
14 in Orange County, California.

15 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
16 attached hereto constitute the entire agreement among the Parties to  
17 it and supercedes any prior or contemporaneous understanding or  
18 agreement with respect to the services contemplated, and may be  
19 amended only by a written amendment executed by both Parties to the  
20 AGREEMENT.

21 /////

22 /////

23 /////

24 /////

IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY SCHOOL  
DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

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

BY: Patricia McCaughey  
Authorized Signature

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

PRINTED NAME: Patricia McCaughey

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

TITLE: Coordinator

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

DATE: May 24, 2012

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

Fountain Valley School District-MAA(38238)13  
Zip6



**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
DISTRICT INFORMATION  
2012-2013**

**1. DISTRICT/SCHOOL**

*District/School Name* \_\_\_\_\_ *County* \_\_\_\_\_  
Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2. DISTRICT MAA COORDINATOR**

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

**3. SUPERVISOR OF DISTRICT MAA COORDINATOR**

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

☐ Check box for this person to be included in communications.

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

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

☐ Check box for this person to be included in communications.

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

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

☐ Check box for this person to be included in communications.

**DISTRICT INFORMATION  
2012-2013**

**6. DATES MAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER**

June 2012: \_\_\_\_\_ July 2012: \_\_\_\_\_  
August 2012: \_\_\_\_\_ September 2012: \_\_\_\_\_

\_\_\_\_\_  
*Name of Alternate District Contact during summer (June-September, 2012)*

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

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

**7. FIRST STUDENT ATTENDANCE DATE(S)** \_\_\_\_\_, 2012 \_\_\_\_\_, 2012

**8. STUDENT ATTENDANCE BREAKS** Winter: \_\_\_\_\_ to \_\_\_\_\_, 2013  
Spring: \_\_\_\_\_ to \_\_\_\_\_, 2013

**9. MAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR**

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

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

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

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

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

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

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

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

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

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

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

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S11-12 – 78

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
DATE: June 4, 2012  
SUBJECT: **APPROVAL OF AGREEMENT FOR COMMUNICATION SERVICES  
WITH PARENTLINK**

---

**BACKGROUND**

The communication firm of Parlant Technology, Inc. dba ParentLink will provide all District school sites with a school to parent, staff and Board communication messaging service. This service will replace Connect-Ed. ParentLink has provided the Fountain Valley School District with a 5-year contract, beginning July 1, 2012, with an Annual Message Fee per student of \$2.95. The first year's fee is based on 6,300 students for a total of \$18,585. The Annual Message Fee will be adjusted each year to reflect changes in enrollment.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the District's communication messaging service contract for 5-years with ParentLink for a period from July 1, 2012 through June 30, 2017 and authorize the Superintendent or his designee to sign all documents.

cl

## License Agreement

This License Agreement ("Agreement") is made as of April 23, 2012 ("Effective Date") by and between Fountain Valley School District ("School District") located at 10055 Slater Avenue, Fountain Valley, CA 92708, and Parlant Technology, Inc. dba ParentLink ("ParentLink") located at 180 North University Avenue, Suite 500, Provo, Utah 84601, (collectively the "Parties" and each individually a "Party"), whereby School District agrees to subscribe to the ParentLink 9 ASP Service ("Service") in accordance with the following terms and conditions:

1. **License.** Subject to and in accordance with the terms and conditions of this Agreement, ParentLink grants to the School District, a non-exclusive, revocable, non-transferable license to utilize the Service provided that the Service usage is limited to use by School District. Services shall include the version of the community information feature for the ParentLink mobile app which shall be available this summer. ParentLink reserves the right to change any aspect or feature of Service, provided ParentLink shall not change any feature used by the School District without making reasonable efforts to provide similar or enhanced functionality.
2. **License Term** ("Term"): A 5 year term for the period commencing on **July 1, 2012.**
3. **License Fee.** In return for the provision of Service and support, School District will pay to ParentLink a Setup Fee and Annual Message Fee.
  - a. Setup Fee: A one-time fee in the amount of **\$0**, which covers implementation and configuration work, initial on-site goal and strategy meeting(s), on-site training, all infrastructure maintenance, data storage, and security during the Initial Term.
  - b. Annual Message Fee: An annual message fee ("Annual Message Fee") in the amount of **\$2.95** per student ("Price Per Student") per year. Calculation of Annual Message Fee will be based on the number of enrolled students in School District each year (as reflected by School District database) multiplied by the Price Per Student. Accordingly, the Annual Message Fee payable to ParentLink will be adjusted each year to reflect changes in enrollment. The Setup Fee specified in Section 3a is waived in a multi-year contract for each year that succeeds the first year of the Agreement. As of the Effective Date, the total student enrollment is **6,300** students and accordingly an Annual Message Fee of **\$18,585** shall be payable for the first year.
  - c. Payment Terms: Payment is due within thirty (30) days of invoicing.
4. **Privacy and Terms of Use.** School District agrees to comply with the current ParentLink policy regarding Privacy, Security and Terms of Use ("Terms of Use"), as amended from time to time and available at <http://www.parentlink.net/company/privacy-and-security>, and acknowledges its responsibility to periodically review Terms of Use.
5. **Renewal and Termination.** This Agreement shall automatically renew at the end of the Initial Term for subsequent renewal terms of one year each ("Renewal Term") unless either Party notifies the other Party in writing of its decision not to renew at least thirty (30) days prior to the end of the Initial Term. Unless either Party notifies the other Party in writing of

its decision not to renew at least thirty (30) days prior to the end of the then-current Renewal Term, this Agreement shall continue to renew for one-year Renewal Terms. The conditions of a Renewal Term shall be the then-existing ParentLink standard terms, rates and charges. Either Party may terminate this Agreement in the event of a material breach by the other Party, which breach remains uncured for thirty (30) days following written notice to the breaching party, provided that such termination shall not relieve School District of the obligation to pay ParentLink for services rendered by ParentLink to School District up to and through the date of termination. Any termination of this Agreement will not affect any rights or liabilities of either Party that accrued prior to such termination. Sections 6, 7, and 8 shall survive any termination of this Agreement.

- 6. Limitation of Warranty and Liability.** ParentLink does not represent that School District will be able to access Service at any particular time or location. Service is provided “as-is” with no guarantee that it is error free, and ParentLink expressly disclaims all representations and warranties relating to Service, to the maximum extent permitted by law, either expressly or impliedly, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither ParentLink nor its officers, employees, agents, affiliates, partners, sponsors, or service providers, will be liable for any damages or injury caused by factors including but not limited to: any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure of Service. **In no event shall ParentLink be liable to the School District or any third party for any injury, loss, claim, damages, or any special, incidental, consequential, exemplary or punitive damages of any kind (including without limitation loss of business profits, loss of savings, loss of business opportunity, loss of business information, business interruption, downtime, cover and the like) arising out of or in connection with this Agreement, whether based in contract, tort (including without limitation negligence) or otherwise, even if ParentLink has been advised of the possibility of such damages or should have foreseen such damages.** The existence of multiple claims will not enlarge this limit. Parties acknowledge and agree that this Section 6 is an essential element of this Agreement and that in its absence the economic terms of this Agreement would be substantially different.
- 7. Entire Agreement Clause.** This Agreement and Terms of Use constitute the Parties’ entire agreement relating to their subject matter and may be amended only by mutual written agreement. This Agreement cancels and supersedes all other prior or contemporaneous oral or written communications between Parties relating to its subject matter, as well as any prior contractual agreements between Parties. In the event that there is a conflict between Agreement, Terms of Use, and any other document incorporated herein either by attachment or reference, the terms of this Agreement shall govern, except if said document is a duly-executed amendment or rider to the Agreement in which case said amendment or rider shall govern.
- 8. Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement (including, without limitation, Section 6) remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

- 9. Miscellaneous.** Any dispute, controversy, or claim arising out of or relating to this contract, or the breach thereof, shall be finally settled in Utah by arbitration that 1) applies the laws of the State of **California** without regards to its conflicts of laws principles and 2) is in accordance with the Commercial Rules of the American Arbitration Association by the American Arbitration Association. Neither ParentLink nor School District shall be liable for damages for any delay or failure of Service arising out of causes beyond its reasonable control, including, but not limited to, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, acts of foreign enemies, hostilities (regardless of whether war is declared), confiscation, acts of civil or military authority, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, general disruption or slow speed of the Internet, break-downs of security or interruption or failure of electricity, telecommunication, or telephone service. Any notice must be given in writing and sent by certified or registered mail. This Agreement may be executed in counterparts.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date set forth above.

<b>For: ParentLink</b>
<b>Signed:</b>
<b>Print Name:</b> John Graff
<b>Title:</b> President
<b>Date:</b>
<b>Parlant Technology, Inc. dba</b> ParentLink 180 N. University Ave. Ste. 500 Provo, UT 84601

<b>For: Fountain Valley School District</b>
<b>Signed:</b>
<b>Print Name:</b>
<b>Title:</b>
<b>Date:</b>
<b>Fountain Valley School District</b> 10055 Slater Avenue, Fountain Valley, CA 92708,

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S11-12 – 75

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Stephen McMahon, Assistant Superintendent, Business Services  
DATE: May 17, 2012  
SUBJECT: **SCR Annual Membership Approval: RESOLUTION 2012-25**

---

**BACKGROUND**

In May 2009, the Board of Trustees for the Fountain Valley School District signed a three-year agreement to continue property liability claims administration with Keenan & Associates. With Southern California Relief (SCR), the District assumes a \$5,000 deductible and transfers the risk above \$5,000 to a Joint Powers Authority. The District annual costs have remained relatively the same since the 2008-09 school year.

After researching other providers, their coverage and associated costs, it continues to be financially prudent to renew another three-year contract with Keenan & Associates with an option of termination without cause or penalty by giving one hundred twenty days (120) notice.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt **RESOLUTION 2012-25** to renew its membership in the Southern California Relief Joint Powers Authority.

cl

**FOUNTAIN VALLEY SCHOOL DISTRICT**

Fountain Valley, California

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT DECLARING MEMBERSHIP  
IN THE SOUTHERN CALIFORNIA REGIONAL LIABILITY EXCESS FUND  
(ReLiEF) JOINT POWERS AUTHORITY**

**RESOLUTION NO. 2012-25**

WHEREAS, school districts have determined there is a need for affordable Property and Liability coverages by combining their respective efforts to establish, operate and maintain a Joint Power Agency for Property and Liability coverages; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Section 6500 et seq.) of the Government Code of the State of California authorizes joint exercise by two or more public agencies of any power common to them,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fountain Valley School District declares its membership in ReLiEF and instructs its duly authorized agent to execute on behalf of Fountain Valley School District the attached Joint Powers Agreement.

IT IS FURTHER RESOLVED that the Board of Trustees of Fountain Valley School District appoints Stephen McMahon and Mr. Scott Martin as its official representatives to ReLiEF.

ADOPTED, SIGNED, AND APPROVED this 14<sup>th</sup> day of June 2012.

\_\_\_\_\_  
President of the Governing Board for the  
Fountain Valley School District

I, \_\_\_\_\_, Clerk of the Governing Board of the Fountain Valley School District, do hereby certify that the foregoing Resolution was duly adopted by the Governing Board of said District at a meeting of said Board held on the 14<sup>th</sup> day of June 2012, and that it was so adopted by the following vote:

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

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

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

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

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

## AMENDMENT No. 1

This Amendment hereby amends the Property and Casualty Claims Administration Agreement ("Agreement") dated July 1, 2009, as previously amended, by and between Keenan & Associates and Fountain Valley School District ("Client") as follows:

WHEREAS, the parties have previously entered into the Agreement;

WHEREAS, the Agreement is due to expire on June 30, 2012; and

WHEREAS, the parties desire to extend the agreement for an additional three (3) year term;

NOW, THEREFORE, the parties agree as follows:

1. Upon expiration of the current term of the Agreement, it shall be renewed for an additional three (3) year term from July 1, 2012 through June 30, 2015.
2. Keenan's fees for the annual period July 1, 2012 through June 30, 2013 shall be as follows:

V.P./A.V.P./Claims Manager -	\$ 90.00 per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner -	\$ 75.00 per hour
Expenses -	42% of hourly billings
Minimum per file charge	One hour
3. Keenan's fees for each annual period thereafter shall be as mutually agreed by the parties. Keenan shall present its proposed fees for each subsequent annual term no less than sixty (60) days before the end of the then-current annual term. If the parties cannot reach agreement on the fees for any subsequent annual term, the Agreement shall terminate as of the end of the then-current annual term.
4. Either party may terminate the Agreement, without cause or penalty, upon giving one hundred twenty days (120) written notice of termination to the other party.
5. The effective date of this amendment is July 1, 2012.
6. All other terms and conditions of the Agreement are unchanged.

*Signature Page Follows This Page*



7. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Amendment is binding on and enforceable against such party.

Fountain Valley School District

Signature:

By:

Title:



Signature:

By:

Title:

Keenan & Associates

Steven V. Moccardini

Vice President





FOUNTAIN VALLEY SCHOOL DISTRICT  
Curriculum/Instruction

*MEMORANDUM*

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** *ACCEPTANCE OF MEMORANDUM OF UNDERSTANDING  
WITH FULLERTON SCHOOL DISTRICT AND LAGUNA  
BEACH UNIFIED SCHOOL DISTRICT FOR  
REFURBISHING SCIENCE KITS FOR 2012-2013*  
**DATE:** June 5, 2012

---

**Background:**

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

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

For the 2012-13 year, the ScienceWorks Consortium would like to again refurbish science kits for Fullerton School District and Laguna Beach Unified School District.

**Recommendation:**

It is recommended that the Board of Trustees approve the Memorandum of Understanding between the Fountain Valley School District and Fullerton School District and Laguna Beach Unified School District for Science Kit Refurbishment for the 2012-13 year.

## **SCIENCE KIT AGREEMENT**

THIS AGREEMENT is entered into this 1st day of July, 2012, between Huntington Beach City School District, Fountain Valley School District, Westminster School District, hereinafter referred to as "ScienceWorks Consortium," and FULLERTON SCHOOL DISTRICT hereinafter referred to as "District."

**WHEREAS**, the District and Consortium acknowledge a public obligation to contribute to science education for the benefit for students and to meet community needs.

**WHEREAS**, the District provides approved programs in science education, which require science education kits for students enrolled in these programs.

**WHEREAS**, the Consortium provides services for science kits suitable for the needs of the District programs in science.

**NOW, THEREFORE**, the District and Consortium do covenant and agree as follows:

### **PART I. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

#### **A. For the Program in General**

1. The District will provide Consortium with increases and/or decreases in teachers/classes and enrollment.
2. The District will provide Consortium with teacher names, school names grade levels and room numbers.
3. The District will provide Consortium with a kit rotation timeline and list of kits rotated.

### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE CONSORTIUM**

#### **A. For Curriculum**

- A. The Consortium will provide District with opportunity to collaborate and/or participate in the development of additional science curriculum projects, and will give the District the opportunity to use developed science curriculum projects.

**B. For Professional Development**

- A. The Consortium will provide District with schedules of professional development opportunities for STC, FOSS, and Insights kits.
- B. The Consortium will ensure multiple opportunities for professional development (STC, FOSS, and Insights kit training, science note booking, meeting science standards, content development, what to look for in good science lesson when observing in classroom, standards-based assessment.)

**C. For Leadership and Administration**

- A. The Consortium and District representatives will meet on an as needs basis prior to the monthly Beckman Coordinators meetings.

**PART III. JOINT RESPONSIBILITIES AND PRIVILIGES**

- A. All notices and communication shall be in writing and shall be deemed given and served upon delivery if delivered personally or email, or three (3) days after mailing by first class mail, as follows:

ScienceWorks  
Huntington Beach City School District  
20451 Cramer Lane  
Huntington Beach, CA 92646  
Attention: Jennifer Shepard, Assistant Superintendent, Educational Services

ScienceWorks  
Westminster School District  
14121 Cedarwood Avenue  
Westminster, CA 92683  
Attention: Linda Baxter, Assistant Superintendent, Educational Services

ScienceWorks  
Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attention: Anne Silavs, Assistant Superintendent, Curriculum and Instruction

ScienceWorks  
Huntington Beach City School District  
20451 Cramer Lane  
Huntington Beach, CA 92646  
Attention: Tricia Brisby, Manager ScienceWorks Materials Resource Center

Fullerton School District  
1401 West Valencia Drive  
Fullerton, CA 92633  
Attention: Janet Morey, Assistant Superintendent, Educational Services

- B. Consortium shall be compensated by District at the rates specified in Attachment A for refurbishment of the science kits. Refurbishment of the kits is defined as completing an inventory, cleaning the kit, and restocking all consumable items. Replacement of nonconsumable items will be completed and District will be invoiced. These rates are subject to adjustment each fiscal year commencing July 1, 2012 upon at least sixty (60) days written notice on or before each May 1 and may be reduced if joint funding/grant/donations are secured to reduce cost of refurbishment materials and material center overhead expenses.

Services provided by Consortium shall include:

1. Track used and unused kits by teacher and site and inform District in hard copy and electronically upon completion of each rotation.
2. Refurbish District FOSS, Insights, STC and Fullerton School District science kits according to agreed timeline.
3. Provide a list of missing inventory for Fullerton Program Coordinator to recover cost; otherwise District will pay for the missing items.
4. Reduce refurbishment fee by 20% if kits are unused by teachers.
5. Label Science Kits for delivery with teacher name, grade, school, and room number.
6. Provide District with trimester financial reports in hard copy and electronically.
7. Assist District with necessary counts and information for end-of-year Beckman Foundation Report.
8. Consortium shall invoice District for services immediately after each trimester's date of service, and be compensated within sixty (60) days thereafter.

#### **PART IV. PERIOD OF AGREEMENT**

- A. The term of this Agreement shall be for one (1) year, commencing July 1, 2012 and ending June 30, 2013, unless sooner terminated as provided for in paragraph B below. This Agreement may be renewable at the option of the parties at the end of the one-year term of the Agreement.
- B. This Agreement may be terminated by either party by giving at least sixty (60) days written notice to the other party.
8. The Science Kits will at all times be the property of the District. Promptly upon termination of this AGREEMENT, the District will retrieve all District Science Kits and the Consortium will submit an invoice to the District for the services not previously paid as compensation prior to the date of termination.

**IN WITNESS WHEREOF**, the parties have caused this Agreement be executed as of the date first above written.

**For Fullerton School District**

By: Mitch Hovey, Ed.D  
Name

Superintendent, Fullerton School District  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For ScienceWorks Consortium**

By: Gregg Haulk  
Name

Superintendent, Huntington Beach City School District  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: Marc Ecker, Ph.D.  
Name

Superintendent, Fountain Valley School District  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

By: Richard Tauer  
Name

Superintendent, Westminster School District  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

See attached Indemnification and Insurance Attachment B

## ATTACHMENT A

<b><u>Kit</u></b>	<b><u>Refurbishment Fee Per Unit Not To Exceed*</u></b>
FOSS	\$150.00
Insights	\$150.00
STC	\$150.00
Fullerton District Science	\$ 75.00

### Projected Cost for Fullerton School District 2012 - 2013

	National Kits	FDS Kits	Sub-Total
Number of Kits	170	990	1,160
Kit Refurbishment Cost	\$25,500	\$74,250	\$99,750
<b>Total</b>			<b>\$99,750</b>

\*Projection is based on number of kits refurbished for Fullerton School District during 2011-2012.

## **ATTACHMENT B**

### **INDEMNIFICATION AND INSURANCE**

Vendor agrees to defend, indemnify and hold harmless the District, its Board, officers, agents, employees and volunteers from all claims including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities, omissions or negligence of Vendor, its subcontractors or those of any of its officers, agents or employees, whether authorized by this agreement or not. District assumes no responsibility for any property placed on the premises. Vendor further agrees to waive all rights of subrogation against the District. The preceding provisions do not apply to any damages or losses caused by the sole negligence or willful misconduct of the District or any of its officers, agents or employees.

Vendor covenants and agrees to acquire and maintain during the term of this Agreement policies of insurance as follows:

- General Liability: \$1,000,000 minimum limit per occurrence
- Automobile Liability: \$1,000,000 minimum limit per occurrence
- Workers' Compensation: Statutory Limits

Vendor shall provide to the District evidence of insurance by issuance of a Certificate of Insurance at least 10 days prior to the beginning of the term of the agreement.

The Fullerton School District, its Board and its officers, agents and employees shall be named an Additional Insured, by separate endorsement, to Vendor's General Liability and Automobile Liability policies. Any insurance maintained by Vendor shall be primary and any insurance or self-insurance maintained by the District shall be excess and non-contributing.



# **Fountain Valley School District**

## *Personnel Commission*

10055 Slater Avenue, Fountain Valley, CA 92708 (714) 843-3228 [www.fvsd.k12.ca.us](http://www.fvsd.k12.ca.us)

### **MEMORANDUM**

TO: Marc Ecker, Superintendent

FROM: Cathie Abdel, Executive Director, Personnel

SUBJECT: RUN-OFF AGREEMENT WITH KEENAN & ASSOCIATES

DATE: June 6, 2012

Keenan & Associates is the district's third-party administrator for worker's compensation claims. The attached is an agreement with Keenan & Associates to administer the remaining open workers' compensation claims from when the district was self-insured, prior to July 1, 1998. There are currently three claims still open for "future medical" treatment as needed. This agreement is for the upcoming fiscal year – July 1, 2012 to June 30, 2013.

The agreement is for the amount of \$2,800 and includes the fee schedule for other services as required.

#### Recommendation

It is recommended that the Board approve the attached Run-Off Agreement with Keenan & Associates.

## RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement ("Agreement") is made and entered into by and between **Fountain Valley School District** ("Client") and **Keenan & Associates** ("Keenan"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

### RECITALS

- A. Client has established a Workers' Compensation Claims Administration Program for the benefit of its employees ("Program").
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

### AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from **July 1, 2012** through **June 30, 2013** ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Keenan shall provide Client with the services described in Exhibit A ("Services") for all Workers' Compensation claims with a date of injury prior to **07/01/98**.
- B. The relationship of the parties shall be that of independent contractor and each party shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- C. Keenan's services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and under no circumstance are the Services to be



construed or interpreted as representing any such advice or opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own tax and accounting experts on all tax, accounting, financial matters relating to its operations, including without limitation the establishment, implementation and cooperation of its Program.

- D. Keenan shall comply with all applicable State and Federal Laws and regulations and obtain and maintain all necessary licenses, registrations and/or permits necessary for the performance of its duties under this Agreement.
- E. Keenan reserves the right to engage independent contractors and/or subcontractors to assist in the performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

### **3. CLIENT'S DUTIES AND RESPONSIBILITIES:**

- A. Client, subject to the specific Services set forth herein, shall retain all final authority and responsibility and expenses incidental thereto unless specifically assumed by Keenan hereunder and Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program except for the Services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client represents and warrants that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. Client shall provide Keenan with timely access to such information and individuals including its outside advisors and consultants as may be necessary for Keenan to perform the Services. Meetings, telephone calls, and other necessary communications shall be scheduled at the mutual convenience of the parties and their representatives. Keenan shall not be responsible for any delay in its performance that results from the failure of Client or any person acting on behalf of Client to make available any information or individual in a timely manner.
- D. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established and funded in accordance with written procedures to be established by the parties. Under no circumstances will Keenan be required to advance any funds for the payment of claims.
- E. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.



F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.

G. Client will comply with all federal, state and local reporting and filing requirements for the Program.

4. **COMPENSATION:**

Client agrees to pay Keenan for the services as provided in Exhibit A at the rates stated in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein by reference.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. **AUDIT:**

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. **FINES & PENALTIES:**

Keenan shall pay any fines and/or penalties levied by regulatory authorities that (i) are imposed as a result of the improper denial of claims and (ii) failed to comply with the administrative rules, regulations and state laws governing Workers' Compensation, provided that such actions were not at the direction of or with the approval of the Client; were not the result of the failure of Client or any individual acting on behalf of Client or claimant to timely provide complete and accurate information needed for the processing of claims; or the failure of the Client to adequately fund the claims payment account. Client shall pay all other fines and/or penalties relating to the Program or otherwise.

8. **INSURANCE:**

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:



- (i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

#### 8. **INDEMNIFICATION:**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

#### 9. **LIMITATION OF LIABILITY:**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 8.

#### 10. **DISPUTE RESOLUTION:**

Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediating. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective

agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any having jurisdiction may be entered upon the award.

**11. TERMINATION:**

A. Either party may terminate this Agreement upon the occurrence of any of the following events:

- (1) Upon 60 days written notice by either party;
- (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
- (3) The dissolution or insolvency of either party;
- (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
- (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.

B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case and where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement.

C. Keenan shall return claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.

D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the pro-rata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

**12. SOLICITATION OF EMPLOYEES:**

During the performance of this Agreement and for one year following its termination, Client agrees not to solicit directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any of Keenan's employees, contractors or consultants who fulfilled any obligations under this Agreement without Keenan's prior written approval.

**13. MARKETING:**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

**14. OTHER RELATIONSHIPS:**

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

**15. GENERAL:**

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matters.
- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party.



However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty (30) days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

**Fountain Valley School District**

**Signature:** Cathie Abdel  
**By:** Cathie Abdel  
**Title:** Executive Director/  
Personnel  
**Address:** 10005 Slater Avenue  
Fountain Valley, CA. 92708  
**Attention:** Cathie Abdel  
**Date:** \_\_\_\_\_

**Keenan & Associates**

**Signature:** \_\_\_\_\_  
**By:** Tara Schilling  
**Title:** Senior Vice President  
**Address:** 2355 Crenshaw Blvd. Ste. 200  
Torrance, CA 90501  
**Attention:** Greg Trapp  
**Date:** \_\_\_\_\_



## **EXHIBIT A SERVICES**

### **1. Claims administration.**

- A. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
- B. Review and process run-off claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
- C. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
- D. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
- E. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- F. Explain to and assist employees in completing necessary forms for permanent disability ratings.
- G. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
- H. Maintain and establish reserve estimates for each reported claim.
- I. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
- J. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
- K. Arrange and supervise rehabilitation services where appropriate.
- L. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.
- M. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.



2. Medical Administration.

- A. If Client participates in the Medical Provider Network ("MPN"), which the State of California approves, then Keenan will select, with Client's approval, a medical provider panel of general practitioners, specialists, hospitals and emergency treatment facilities to which injured employees should be referred. The panel will be reviewed and updated on at least an annual basis. Keenan will work with Client to formulate medical provider panels in order to derive maximum benefit from legislative (SB 899) medical control changes.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan's medical management and bill review program. PRIME services will be billed separately to claim file. See Exhibit C.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. Legal Administration.

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client's interests before Workers' Compensation Appeals Board and courts.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client's legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client's interests in potential subrogation cases.
- E. Attend, when appropriate, Workers' Compensation Appeals Board hearings on behalf of Client.

4. Risk Management Services.

- A. Review and update Client on Workers' Compensation benefits, rules and regulations, and legislative issues.
- B. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.

- C. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.
- D. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.

5. Statistical

- A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.
- B. Report to Client quarterly loss analysis of claims filed by frequency and severity.
- C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.
- D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.



**EXHIBIT B  
COMPENSATION**

1. Client agrees to pay Keenan for services provided under this Agreement as follows:

\$2,800, payable in full on July 1, 2012.



## EXHIBIT C



### Fee Schedule - Effective January 1, 2010 (Subject to change upon notice)

#### MANAGED CARE SERVICES

- Early Intervention Initial Assessment/Triage \$ 45 / Hour
- Total Case Management \$ 95 / Hour
  - PPO Channeling
  - 4 PT Contact
  - Initial Evaluation
  - RTW Plan
- RN File Review \$ 95 / Hour
  - Medical Care Evaluation
  - RTW Evaluation
  - Written/Case Management Action Plan
- Physician Advisor \$ 180 / Referral
  - Medical Necessity Determination
  - Physician-to-Physician Contact
- Physician Medical Record Review \$ 300 / Hour
  - Assessment Report of Medical History

#### IN PATIENT STAY REVIEW

- Pre-Admission Review \$ 95 / Hour
- Concurrent Stay Review
- Discharge Coordination

#### UTILIZATION REVIEW

\$ 95 / Hour

### BILL REVIEW

#### TYPE OF SERVICE

- Professional
- In-Patient Hospital

#### FEE:

Flat Rate - \$4.50 per bill plus \$ 1.25 per line  
Plus 24% of PPO Savings below OMFS  
No flat fee or per line charge, 24% of total savings\*



- |   |   |
|---|---|
| • <b>Out-Patient Hospital</b>   | <b>No flat fee or per line charge, 18% of total savings*</b>  |
| • <b>Pharmacy</b>   | <b>No flat fee or per line charge, 20% of PPO savings below OMFS</b>  |
| • <b>Negotiated</b>   | <b>No flat fee or per line charge, 24% of total savings</b>   |
| • <b>Medical EDI processing (Effective 1/1/09)</b>  | <b>Flat Rate - \$4.50 per bill plus \$ 1.25 per line (Medical Non-Reviewable, Medical Transportation, Zero pay due to an objection, etc.)</b> |
| <b>* In-Patient and Out-Patient Hospital bill review fees will not exceed \$10,000.00</b> |   |

