



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

June 27, 2013

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

M ___
 2nd ___
 V ___

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

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

- PLEDGE OF ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

1. DISTRICT COMMUNICATIONS AND OUTREACH PRESENTATION (WRITTEN AND ORAL)

Superintendent, Dr. Marc Ecker will be joined by Lynn Davis of Clifford Moss in presenting proposed ideas in response to the Board's interest in raising the district's profile.

2. BUDGET UPDATE (ORAL AND WRITTEN)

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.

Director, Fiscal Services, Scott Martin will provide a review for the Board of Trustees of the Fountain Valley School District’s proposed 2013-14 final budget.

PUBLIC HEARING

3. PUBLIC HEARING FOR 2013-14 FINAL BUDGET

A public hearing shall be held for the purpose of discussing the proposed 2013-14 final budget prior to approval by the Board of Trustees. Public input is welcomed.

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

4. APPROVAL OF 2013-14 FINAL DISTRICT BUDGET

M _____
2nd _____
V _____

The 2013-14 District budget represents the results of the Board’s direction of maintaining the current high quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the adoption of the 2013-14 Final Budget.

5. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

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

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

Routine Items of Business

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

Consent Items

5-G. APPROVAL OF DOCUMENT TRACKING SERVICES AS SARC/SPSA CONSULTANT

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2013-2014 Licensing Agreement between Document Tracking Services and Fountain Valley School District for assistance in the preparation of the annual School Accountability Report Cards and Single Plans for Student Achievement.

5-H. APPROVAL OF ILLUMINATE EDUCATION, INC. SOFTWARE LICENSE AND SUPPORT AGREEMENT EXTENSION

Superintendent's Comments: It is recommended that the Board of Trustees approves the Illuminate Education, Inc., Agreement extension for the period of July 1, 2013 through June 30, 2016.

5-I. AUTHORIZATION TO USE OCEAN VIEW SCHOOL DISTRICT DAIRY BID (BID #05-23)

Superintendent's Comments: It is recommended that the Board of Trustees authorizes the Superintendent or his designee to approve the 2013-14 rollover of the Ocean View School District Dairy Bid #05-23 ("piggyback").

5-J. APPROVAL OF RETAINER AGREEMENT: PARKER & COVERT ATTORNEYS AT LAW

Superintendent's Comments: It is recommended that the Board of Trustees accepts and approves the attached retainer agreement with Parker & Covert Attorneys at Law.

5-K. PROGRAM SELF-EVALUATION ANNUAL REPORT, STATE PRESCHOOL

PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees reviews and approves submission of the Program Self-Evaluation for the State Preschool Program for the school year 2012/2013.

5-L. RESOLUTION 2013-29: APPROVAL OF CHILD DEVELOPMENT CONTRACT AND AUTHORIZATION FOR SIGNATURE FOR STATE PRESCHOOL PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2013-29 approving the Child Development Contract with the California Department of Education and authorizing Mrs. Mona Green, Child Care Director, to sign all documents on behalf of the District.

5-M. LEGAL SERVICES PROVIDED BY BEST BEST & KRIEGER LLP, ATTORNEYS AT LAW

Superintendent's Comments: It is recommended that the Board of Trustees approves the Retainer Agreement for Legal Services with Best Best & Krieger LLP, Attorneys at Law, July 1, 2013 through June 30, 2014 and authorize the Superintendent or designee to sign all documents.

5-N. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2013 through June 30, 2014 and authorize the Superintendent or designee to sign all documents.

5-O. APPROVAL OF RESOLUTION 2013-30: EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2013-30, approving the expenditure of Education Protection Account funds received from the State quarterly during the 2013-14 fiscal year, and authorize the Superintendent or his designee to sign all documents.

5-P. RECOMMENDATION TO AWARD BID #13-01, NEWLAND PARKING LOT

Superintendent's Comments: It is recommended that the Board of Trustees award Bid #13-01- Newland Parking Lot to _____ (lowest responsible bidder) and authorize the Superintendent or his designee to sign all documents on behalf of the District.

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.

- Board Discussion of Reading Materials: Legislative Analyst Office's *Overview of Special Education in California*
- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, July 25, 2013 at 7:00pm.

A copy of the Board Meeting agenda is posted on the District's web site (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.

Board Meeting of June 27, 2013

SO 2012-13/B13-54
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: **District Communications and Outreach Presentation (Written and Oral)**
DATE: June 20, 2013

Superintendent, Dr. Marc Ecker will be joined by Lynn Davis of Clifford Moss in presenting proposed ideas in response to the Board's interest in raising the district's profile.

Board Meeting of June 27, 2013

SO 2012-13/B13-54
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 (Written and Oral)
DATE: June 20, 2013

Director, Fiscal Services, Scott Martin will provide a review for the Board of Trustees of the Fountain Valley School District's proposed 2013-14 final budget.

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT

2013-2014 FOUNTAIN VALLEY SCHOOL DISTRICT BUDGET

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on June 27, 2013, at 7:00 p.m. in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a public hearing for the purpose of receiving public comment on the proposed 2013-2014 Fountain Valley School District budget. The public is invited to give testimony on the proposed budget.

The proposed budget will be available for public inspection between Monday, June 24, 2013, and Thursday, June 27, 2013, 8:30 a.m. to 4:00 p.m., in the School District Board Room.

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

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Scott Martin, Director, Fiscal Services
Business Services

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FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DFS/12-13 - 30

M E M O R A N D U M

TO: Steve McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **APPROVAL OF 2013-14 FINAL DISTRICT BUDGET**
DATE: June 19, 2013

BACKGROUND

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

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

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

RECOMMENDATION

It is recommended that the Board approve the 2013-14 Final Budget.



PLEASE NOTE:

A copy of the **2013-14 Final District Budget**
for the Fountain Valley School District
is available for review at the District Office.

Please contact the Superintendent's office at 714.843.3255.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 13, 2013

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 6:15pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Sandra Crandall	President
Jimmy Templin	President Pro Tem
Judith Edwards	Clerk
Ian Collins	Member
Jeanne Galindo	Member

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

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

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

PUBLIC COMMENTS

Mrs. Crandall 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, Cathie Abdel.

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

PLEDGE OF
ALLEGIANCE

Mrs. Crandall commended the excellent principals in the
Fountain Valley School District. She noted that effective July 1,
2013, Mrs. Kathy Davis will be at Tamura School, Ms. Jay
Adams will be at Masuda Middle School and Mr. Mullin will be
at Newland School.

SPECIAL PRESENTATIONS

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 3rd annual Excellence in Special Education Awards honored
74 individuals nominated by teacher, parents and staff members.
Director, Support Services, Abby Bickford was joined by Kim
Yap in presenting these awards.

COMMUNITY ADVISORY
COMMITTEE
EXCELLENCE IN
EDUCATION AWARD
PRESENTATION

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. ACE representatives Alan Gandall, Dao
Tran, Lisa Schultz, Laura Gilmore, Ian Collins and Laurie Cortez
made a presentation to the Board of Trustees on ACE's recent
participation in the Sacramento Safari.

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

STAFF REPORTS AND PRESENTATIONS

Director, Fiscal Services, Scott Martin provided an update for the
Board of Trustees on the State Budget and its effect on the
Fountain Valley School District. He reviewed the May Revise,
the National economy, the State economy, economic indicators
including unemployment, the Local Control Funding Formula,
and a preview of the district's 2013-14 budget, which will be
presented for adoption by the Board at the June 27th board
meeting.

BUDGET UPDATE
(ORAL AND WRITTEN)

Assistant Superintendent, Business, Stephen McMahon presented
an update for the Board of Trustees on the Energy Savings
Program with Chevron Energy Solutions and the community
outreach meeting held June 6th at 7pm at the District Office. He
detailed the community outreach and the work with the City of

ENERGY SAVINGS
PROGRAM UPDATE
(WRITTEN AND ORAL)

Fountain Valley. 4000 flyers went out using a 750 feet radius around each school, 2.5 times the required amount. The results were 7 households in attendance at the meeting, 3 from Fulton and 1 each from Courreges, Cox, Plavan and Talbert. He detailed the outreach results, including support from staff and community; and the few concerns expressed. In response to the concern regarding the placement of the panels at Fulton, he reviewed the proposed options, option one at a cost of \$39,000 or option two at little cost.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Edwards enjoyed the CSEA Recognition, the Courreges Kindergarteners' Rainbow Connection performance, the OCSBA budget presentation by Ron Bennett, the Courreges and Plavan band concerts, the Oka concert, the Fountain Valley Chamber of Commerce Legislative Reception, and the district's Health and Wellness meeting.

BOARD REPORTS AND COMMUNICATIONS

Mr. Templin enjoyed the ACE meeting, the FVEF meeting, the CSEA recognition, participating as a Fountain Valley triathlon volunteer, the Walk Through the American Revolution, Ron Bennett's presentation on the budget and May Revise, the Chevron Community Outreach presentation, and the Courreges Talent Show.

Mr. Collins enjoyed the Children's Needs Task Force Character Awards where Oka and Talbert students were recognized, the ACE meeting, the Rotary Most Improved Students recognition, the Rotary parking lot sale, the CSEA recognition, Ron Bennett's budget presentation for OCSBA, a visit to Newland School and the Newland Talent Show, the Courreges Kindergarteners' Rainbow Connection performance, and the music concerts at Oka and Talbert.

Mrs. Galindo enjoyed the classified employees BBQ, the Courreges Kindergarteners' Rainbow Connection performance, and the CSEA recognition.

Mrs. Crandall congratulated both Abby Bickford for securing the American Psychiatric Foundation Grant and the 14 teachers whom have completed their BTSA training this year. She enjoyed the end of the year concerts, attending one performance led by each of the five instructors, the FVHS concert with the Middle School Singers, the classified BBQ, the CSEA recognition, the OCSBA presentation by Ron Bennett, the

California Distinguished School luncheon for Fulton School, meeting with Zafar Brooks with Hyundai Motor America, the Fountain Valley Chamber of Commerce Legislative Reception, the FVEF meeting, the cabinet meeting for tonight’s agenda, a portion of the Differentiated Instruction training with Vicki Gibson, and presenting her final Community Volunteer Academy training for the year. She thanked all of the trustees for their service this month. She also responded to the past comments made under public comments regarding longitudinal data collection and the cursive handwriting program under Common Core.

PUBLIC COMMENTS

There were five requests to address the Board regarding Common Core. PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion:	Mr. Templin moved to adopt Resolution 2013-26: Acceptance of Advisory Committee Recommendation Declaring Surplus Property and Lease of Property.	RESOLUTION 2013-26: ACCEPTANCE OF ADVISORY COMMITTEE RECOMMENDATION DECLARING SURPLUS PROPERTY AND LEASE OF PROPERTY
Second:	Mr. Edwards	
Vote:	5-0	

Motion:	Mrs. Edwards moved to adopt Resolution 2013-28: Chevron Energy Solutions.	RESOLUTION 2013-28: CHEVRON ENERGY SOLUTIONS
Second:	Mr. Collins	

Mr. Templin proposed a revised motion to include provision that adoption of the resolution includes option 2 presented this evening for Fulton School’s panels.

Motion:	Mrs. Edwards amended her original motion. Mrs. Edwards moved to adopt Resolution 2013-28: Chevron Energy Solutions, including option 2 presented this evening for Fulton School’s panels.
Second:	Mr. Collins

Mrs. Crandall noted her preference for option 1 for Fulton

School's panels.

Vote: 3-2 (Crandall and Galindo)

Motion: Mr. Collins moved to adopt the District Goals for 2013-14 School Year.

ADOPTION OF
DISTRICT GOALS
FOR 2013-14 SCHOOL
YEAR

Second: Mrs. Edwards

Vote: 5-0

Motion: Mrs. Galindo moved to adopt the Board Interests for the 2013-14 School Year.

ADOPTION OF
BOARD INTERESTS
FOR THE 2013-14
SCHOOL YEAR

Second: Mr. Templin

Vote: 5-0

Mrs. Edwards requested to pull Item 9A Board Meeting Minutes from the May 16th meeting for separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mr. Templin moved to approve the Consent Calendar with the exception of Item 9A Board Meeting Minutes from the May 16th meeting.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mr. Templin moved to approved Item 9A Board Meeting Minutes from the May 16th meeting.

Second: Mr. Collins

Vote: 4-0 (Abstain: Edwards)

The Consent Calendar included:

- Board Meeting Minutes from the May 16th meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Notice of Layoff for Classified Positions
- Consolidated Application for Funding Categorical Aid

Programs (Part I)

- MOU Between OCDE and FVSD for Special Schools Program
- American Psychiatric Foundation Grant
- Recognition of FVSD Teachers Completing Two-Year BTSA Induction Program
- Resolution 2013-27: Education Protection Account (EPA) Funding and Spending Determinations

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Ecker Thanked the Board for their approval of the Chevron Energy project. He noted that this culminated with a great deal of work on behalf of staff and Chevron, and the District is much better for it. He heralded Mr. Templin’s comment regarding making decisions as a board member in the best interest of kids. He noted his agreement that when faced with a tough decision it is important to remember why we are up here and whom we are serving. He noted that this project will be a great benefit for our students.

Dr. Ecker Noted that after visiting Masuda’s band performance, he is very excited for our 2013-14 performing arts program.

ADJOURNMENT

Motion: Mrs. Edwards moved to adjourn the meeting at 10:11pm.

Second: Mr. Templin

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
June 27, 2013**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Rigdon, Stephanie	Gisler	Teacher	Maternity	08/28/2013
1.1.2	McFerran, Allyson	Masuda/Fulton	School Counselor	Maternity	08/28/2013

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE HOURLY RATE OF \$26.81 FOR ADDITIONAL DUTY FOR ALL CERTIFICATED PERSONNEL FOR 2013-2014 SCHOOL YEAR.

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.3.1	Harrison, Heather	Assistant Principal	Masuda Middle School	06/29/2013
1.3.2	Dootson, Leslie	School Nurse	District Office	06/19/2013
1.3.3	Trinh, Lucia	Teacher/Speech	Fulton Middle School	06/19/2013

1.4 SUPERINTENDENT REQUESTS APPROVAL OF THE REVISED EMPLOYMENT CONTRACTS FOR CATHIE ABDEL, ASSISTANT SUPERINTENDENT, PERSONNEL AND ANNE SILAVS, ASSISTANT SUPERINTENDENT, CURRICULUM AND INSTRUCTION EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2016.

2.0 EMPLOYMENT FUNCTIONS:

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Garcia, Debbie	Newland	Lead DTT	FMLA	6/3/2013

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.2.1	Lundgren, Jon	Instr. & Vocal Music	Rover	6/8/2013
2.2.2	Graf, Lynn	Instr. & Vocal Music	Rover	6/7/2013

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2012-2013 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS RECREATION LEADERS:

	<u>EMPLOYEE</u>	<u>WEEKS</u>	<u>SITE</u>
2.3.1	Baker, Miranda	1,4,5,6,7,8,9	Cox
2.3.2	Calvert, Cathy	5-9	Cox
2.3.3	Cortez, Melissa	1,2,3,6,7,8,9	Cox
2.3.4	Kiesel, Janice	1,2,3,8,9	Cox
2.3.5	Layman-Hughes, Michelle	1-5	Cox

2.3.6	Lownes, Corey	4-7	Cox
2.3.7	Rodriguez, Lydia	6-9	Cox
2.3.8	Winmaw, Chitsaya	1-4	Cox
2.3.9	Banagas, Julie	1-6	Courreges
2.3.10	Bennet, Samuel	1-6	Courreges
2.3.11	Crooks, Sharon	7,8,9	Courreges
2.3.12	Drumm, Randy	1-9	Courreges
2.3.13	Espinoza, Julie	1-9	Courreges
2.3.14	Hopkins, Debbie	1,2,3,4,7,8,9	Courreges
2.3.15	Sanchez, Carissa	1.2.3.7.8.9	Courreges
2.3.16	Tague, Harmony	4-9	Courreges
2.3.17	Chin, Sandra	2,3,4,5	Courreges
2.3.18	Bowers, Maria	5-6	Courreges

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2012-2013 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS ASSISTANT RECREATION COORDINATORS:

	<u>EMPLOYEE</u>	<u>WEEKS</u>	<u>SITE</u>
2.4.1	Covington, Tiffany	1-9	Courreges
2.4.2	Larios, Vanessa	1-9	Cox

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2012-2013 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS PRESCHOOL INSTRUCTORS:

	<u>EMPLOYEE</u>	<u>WEEKS</u>	<u>SITE</u>
2.5.1	Barber, Roxanne	6,7,8	Cox
2.5.2	Bonifay, Rena	1-2	Cox
2.5.3	Cooper, Kim	1-2	Cox
2.5.4	Presson, Juli	4,5,7,9	Cox
2.5.5	Rico, Monique	3.4.5.7.8	Cox
2.5.6	Hoang, Anh	1-9	Cox

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2012-2013 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS PRESCHOOL AIDES:

	<u>EMPLOYEE</u>	<u>WEEKS</u>	<u>SITE</u>
2.6.1	Kraus, Barbera	1,2,3,4,5,9	Cox
2.6.2	Russo, Donna	1-6	Cox
2.6.3	Vo, Amanda	6,7,8	Cox

2.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2012-2013 SUMMER CAMP CLASSIFIED EMPLOYEE TO WORK AS CUSTODIAN:

	<u>EMPLOYEE</u>	<u>WEEKS</u>	<u>SITE</u>
2.7.1	Smith, Damon	1-9	Cox & Courreges

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

June 27, 2013

<i>INSTRUCTION</i>

3.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	HATCHER, Mandy TRIMM, Amy (Talbert)	Coach for one or more sports for the District tournaments	\$250.00 plus benefits	01-014-3889-1115	2012-2013 school year
3.2	BURTON, Gretchen ERIKSEN, Joyce KEARNS, Amalia (Mali) LUNG, Louise MCAULEY, Sally MONLON, Sandy VALENTINE, Sally WILLIAMS, Trina (Support Services)	State Mandated Screening Services and TB Clinics	\$26.81 per hour/ per person (Not to exceed \$16,000)	01-228-9965-1259	2013-2014 school year
3.3	LUNG, Louise (Support Services)	Nurse Consultant for coordinating TB & Hearing/Vision Schedule	\$40.00 per hour (Not to exceed 15 hours)	01-228-9965-1259	2013-2014 school year

**CONTRACT OF EMPLOYMENT FOR THE POSITION OF
ASSISTANT SUPERINTENDENT, PERSONNEL**

The Fountain Valley School District ("District") hereby employs Cathie Abdel for the position of Assistant Superintendent, Personnel for the period of July 1, 2013 through June 30, 2016. Responsibilities, compensation, benefits and all other terms of employment for the Assistant Superintendent shall be set forth in adopted board policies and in board regulations.

The Assistant Superintendent, Personnel shall be paid an annual base salary of \$143,340 effective July 1, 2013. The base salary is inclusive of any and all mileage stipend/longevity. Upon receipt of a satisfactory evaluation the base salary shall be increased by \$7,500 step advancement effective July 1, 2014 and July 1, 2015.

The Assistant Superintendent, Personnel shall be required to render a 245 day work year of full and regular service to the district during each annual period covered by the contract or portion thereof. The Assistant Superintendent, Personnel shall be entitled to 24 days of vacation with pay exclusive of holidays defined in section 37220 and 37221 of the California Education Code and any other additional holidays granted by the Board for twelve month management employees.

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

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

Marc Ecker, Ph.D. , Superintendent

Date

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

Cathie Abdel, Assistant Superintendent, Personnel

Date

**CONTRACT OF EMPLOYMENT FOR THE POSITION OF
ASSISTANT SUPERINTENDENT, CURRICULUM AND INSTRUCTION**

The Fountain Valley School District ("District") hereby employs Anne Silavs for the position of Assistant Superintendent, Curriculum and Instruction for the period of July 1, 2013 through June 30, 2016. Responsibilities, compensation, benefits and all other terms of employment for the Assistant Superintendent shall be set forth in adopted board policies and in board regulations.

The Assistant Superintendent, Curriculum and Instruction shall be paid an annual base salary of \$152,500. The base salary is inclusive of any and all mileage stipend/longevity. Upon receipt of a satisfactory evaluation the base salary shall be increased by \$7,500 step advancement effective July 1, 2014 and July 1, 2015

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

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

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

Marc Ecker, Ph.D. , Superintendent

Date

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

Anne Silavs, Assistant Superintendent, Curriculum and Instruction

Date

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Cox Elementary

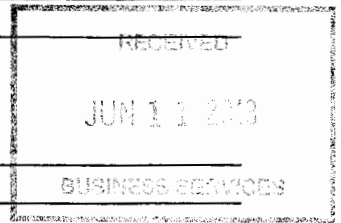
NAME OF DONOR: Cox PTO

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

4226 \$ 14.67

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

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



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

REVENUE ACCT: 01032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

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

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

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

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

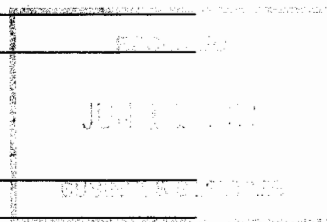
NAME OF DONOR: Cox PTO

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

#4230 \$ 130.82

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

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



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

REVENUE ACCT: 010320000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

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

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

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

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

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

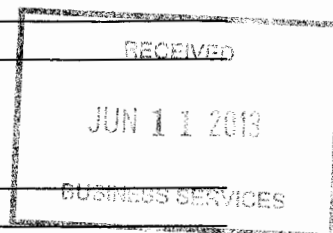
NAME OF DONOR: Cox PTO

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

4221 \$ 236.82

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

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



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

REVENUE ACCT: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 003 32894310

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

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

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

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/21/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

#4237 \$ 250.00

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.)

RECEIVED
JUN 11 2013
BUSINESS SERVICES

REVENUE ACCT: 01032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) Principals Incentives

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

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

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

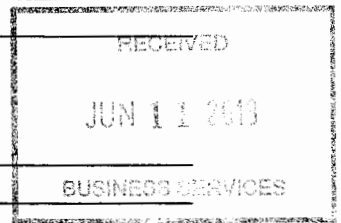
NAME OF DONOR: Cox PTO

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

4227 \$ 278.67

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

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



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

REVENUE ACCT: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 001 3289431 0

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

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

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

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

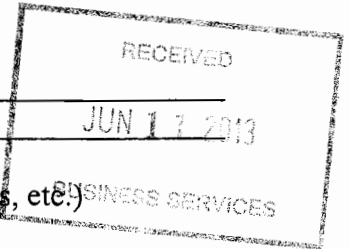
NAME OF DONOR: COX PTO

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

4225 \$ 349.11

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: 010320000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____ Date _____

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____ Date 6/13/13

REVIEWED: _____ APPROVED/DISAPPROVED: _____ Date _____

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

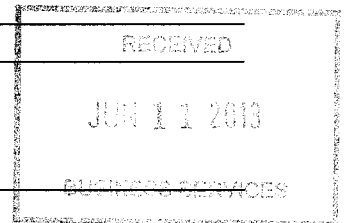
NAME OF DONOR: Cox PTO

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

#4229 \$5551.03

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

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



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

REVENUE ACCT: 010320000 ~~010010000~~ -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) Rizzo machines

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

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

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

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.) \$ 677.05

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: 0129000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-5899

INTENDED USE: (State how this will be used) Coach Stipends

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-17-13
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/21/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.) \$ 1,316.59

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

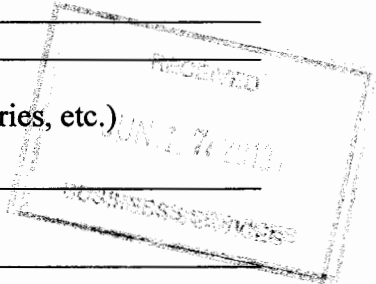
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

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

REVENUE ACCT: 0129000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-5899

INTENDED USE: (State how this will be used) After school programs



REVIEWED: [Signature] APPROVED/DISAPPROVED: [Signature] 6/14/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: [Signature] 6-12-13
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____ Date
Assistant Superintendent
Instruction

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: United Way

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$ 350.00

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

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

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

REVENUE ACCT: 0129000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-5899

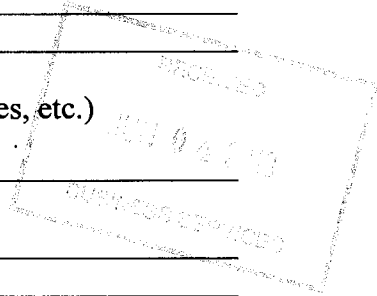
INTENDED USE: (State how this will be used) Principal's discretion

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Principal/Department Head Date 5.22.13

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Business/Administration Date 6/5/13

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Instruction Date _____

BOARD APPROVAL DATE: 6/27/13



FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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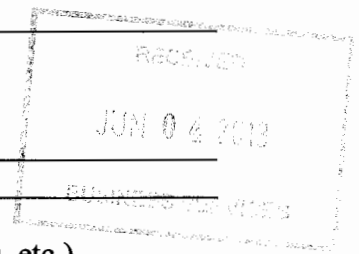
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton -8th Grade Account

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.)
\$ 70.87

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: 010142989-2113 - \$61.08; 3202 - \$6.97; 3214 - \$.89; 3502 - \$.67; 3602 - \$1.26

INTENDED USE: (State how this will be used) Extra duty for health assistant (Catalina)

REVIEWED: [Signature] APPROVED/DISAPPROVED: 5.29.13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/5/13
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/20/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Masuda PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$338.86

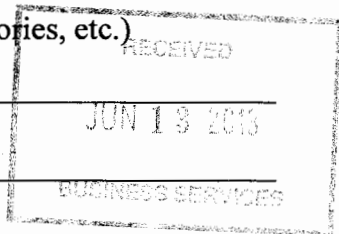
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)
N/A

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) Pay Cheer stipends and substitute pay for Teacher Appreciation week

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/12/13
Principal/Department Head Date

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

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo

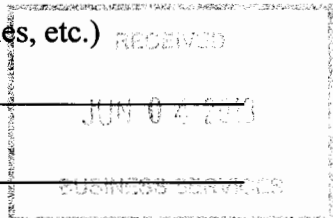
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #1025153 in the amount of \$294.00

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 Instructional supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/03/2013
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/5/13
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 6/27/13

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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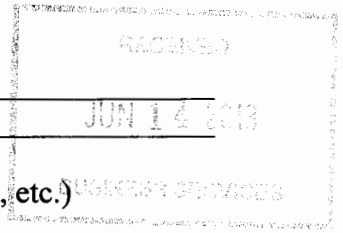
SCHOOL RECEIVING DONATION: Talbert Middle School

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.)
\$5,491.47 check #3719

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: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310 ²⁴³⁷⁶³
010143889 4410 ²⁸⁵³⁸⁴

INTENDED USE: (State how this will be used) To pay for two MacBooks and fifteen Apple TV's .

REVIEWED: C. Roe APPROVED/DISAPPROVED: 6/12/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/13
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/29/13

FOUNTAIN VALLEY SCHOOL DISTRICT
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Federal ID# 95-6001370

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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.)
\$5,311.57 check #3721

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: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310

INTENDED USE: (State how this will be used) To pay for the after school clubs.

REVIEWED: C. Roe APPROVED/DISAPPROVED: 6/12/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/13
Assistant Superintendent Business/Administration Date

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: 6/27/13

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.)
\$2,255.00 check #3720

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: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310

INTENDED USE: (State how this will be used) To pay for stipends and substitutes for the Track Tournament and for the Cheer Coach.

REVIEWED: C. Roe APPROVED/DISAPPROVED: 6/12/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/13
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/21/13

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.)
\$1,446.24 check #3685

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: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310

INTENDED USE: (State how this will be used) To pay for science supplies – owl pellets and pigs.

REVIEWED: C. Roe APPROVED/DISAPPROVED: 6/12/13
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/14/13
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/27/13

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.

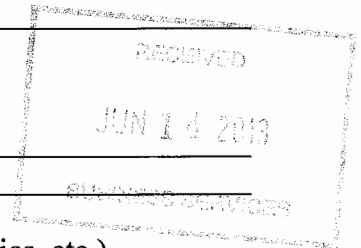
SCHOOL RECEIVING DONATION: Talbert Middle School

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.)
\$550.79 check #3693

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: 010380000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310 4325

INTENDED USE: (State how this will be used) To replace a lounge coffee maker.

REVIEWED: C. Roe APPROVED/DISAPPROVED: _____
Principal/Department Head Date 6/12/13

REVIEWED: [Signature] APPROVED/DISAPPROVED: _____
Assistant Superintendent Date 6/14/13
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 6/21/13

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – JUNE 27, 2013
DATES 6/0613 – 6/18/13
WARRANT NUMBERS 62256 - 62436

01 GENERAL	\$	169,788.25
12 CHILD DEVELOPMENT	\$	6,045.70
13 CAFETERIA	\$	68,720.19
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	6,760.00
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	135.67
69 INSURANCE	\$	39,740.86
TOTAL	\$	291,190.67

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/27/2013

FROM 06/01/2013 TO 06/18/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4295	CROP PRODUCTION SERVICES	675.00	675.00	012899390 4343	Gardening / Gardening Supplies
G20M4304	TIME AND ALARM SYSTEMS INC.	2,772.00	2,772.00	012879390 5899	Vandalism / Other Operating Expenses
G20M4306	TIME AND ALARM SYSTEMS INC.	252.00	252.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4307	BATTERY SYSTEMS	400.00	400.00	012919395 5645	Special Ed. Transportation / Outside Srvs-Repairs &
G20R1331	ORIENTAL TRADING COMPANY	216.00	216.00	120017098 4310	CDC-Summer Camp Instructional / Instructional Supplies
G20R1332	GIBSON HASBROUCK & ASSOCIATES	21,000.00	7,949.00	010114955 5813	Title I - Masuda / Consultant
			3,128.00	010118255 5813	Title I - Program Improvement / Consultant
			1,976.00	012333255 5813	Title III-LEP-Cox / Consultant
			869.00	012334755 5813	Title III-LEP-Courreges / Consultant
			620.00	012338055 5813	Title III-LEP-Instructional / Consultant
			6,458.00	012395098 5813	7395 Sch/Libr Imp Instr-DO / Consultant
G20R1333	CHEFS' TOYS	3,023.64	3,023.64	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
G20R1334	PRACTI-CAL	5,705.00	5,705.00	012289961 5813	MAA - Administration / Consultant
G20R1335	SAMS CLUB	540.00	540.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
G20R1336	SMART & FINAL	540.00	540.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
G20R1337	RALPHS GROCERY COMPANY	216.00	216.00	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
G20R1338	SMART & FINAL	540.00	540.00	120017098 4310	CDC-Summer Camp Instructional / Instructional Supplies
G20R1339	RALPHS GROCERY COMPANY	324.00	324.00	120017098 4310	CDC-Summer Camp Instructional / Instructional Supplies
G20R1340	PREMIER FOOD SAFETY	139.00	139.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
G20R1342	NYBERG ARCHITECTS	6,760.00	6,760.00	012839392 6220	Energy Manager / Architectural & Engineer.Fees
G20R1343	DIVISION OF THE STATE ARCHITEC	20,818.97	20,818.97	012839392 6220	Energy Manager / Architectural & Engineer.Fees
G20R1344	OFFICE DEPOT	131.40	120.61	012849380 4325	Fiscal Services / Office Supplies
			10.79	133207380 4325	Cafeteria Fund / Office Supplies
G20R1345	SUNSET SCREEN PRINTING	1,731.87	1,731.87	120016398 4310	ESP-Summer Camp Instructional / Instructional Supplies
G20R1346	AWARDS & TROPHIES	241.92	241.92	012719165 4325	Superintendent / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 06/27/2013

FROM 06/01/2013 TO 06/18/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20S8060	WAXIE	6,653.91	6,653.91	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8061	BATTERY SPECIALTIES	203.60	203.60	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8062	UNITED HEALTH SUPPLIES	1,567.18	1,567.18	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	67,170.19			
	Fund 12 Total:	4,107.87			
	Fund 13 Total:	3,173.43			
	Total Amount of Purchase Orders:	74,451.49			

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

06/27/2013

FROM 06/01/2013 TO 06/18/2013

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0209	SOUTHWEST SCHOOL AND OFFICE SU	646.50	+107.75	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
G20R0221	SOUTHWEST SCHOOL AND OFFICE SU	1,239.13	+161.63	120016498 4310	Child Dev Oka Preschool Instr / Instructional Supplies
G20R0271	AMECI'S PIZZA	37,500.00	+6,500.00	133207380 4710	Cafeteria Fund / Food
G20R0272	FRESH GRILL LLC	24,500.00	+9,500.00	133207380 4710	Cafeteria Fund / Food
G20R0274	P & R PAPER SUPPLY COMPANY	6,700.00	+1,700.00	133207380 4790	Cafeteria Fund / Food Services Supplies
G20R0275	PJ OF SOUTHERN CALIFORNIA LP	20,300.00	-17,700.00	133207380 4710	Cafeteria Fund / Food
G20R0294	SOUTHWEST SCHOOL AND OFFICE SU	5,428.30	+86.30	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
G20R0319	SCHOOL SPECIALTY	3,362.09	+1,862.09	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0320	SCHOOL SPECIALTY	2,150.00	+400.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0345	WHAT A LOT OF PIZZA	1,185.25	+323.25	120016498 4310	Child Dev Oka Preschool Instr / Instructional Supplies
G20R0383	WHAT A LOT OF PIZZA	969.75	+215.50	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0477	HOME DEPOT	2,600.00	+200.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R1099	SOUTH SHORE DISTRIBUTION LLC	596.88	+56.88	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R1314	SCHOOL SPECIALTY	1,080.00	+540.00	120336098 4325	Extended School Administration / Office Supplies
Fund 01 Total:			2,605.27		
Fund 12 Total:			1,348.13		
Total Amount of Change Orders:			3,953.40		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2013 59

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	66,609.00	200.00
3101	STRS-CERTIFICATED POSITIONS		17.00
3313	MEDICARE-CERTIFICATED		3.00
3501	SUI-CERTIFICATED		2.00
3601	WORKERS'COMP-CERTIFICATED		4.00
4200	BOOKS OTHER THAN TEXTBOOKS		475.00
4300	MATERIALS & SUPPLIES	390.00	78.00
5200	TRAVEL & CONFERENCES	200.00	
5600	RENTAL,LEASE,REPAIR & NON CAP	253.00	8,546.00
5800	PROF/CONS SERV & OPER EXPENSE	253.00	1,326.00
8200	FEDERAL INCOME		365.00
8600	LOCAL INCOME	253.00	104,786.00
9790	UNASSIGNED/UNAPPROPRIATED		161,952.00
Subfund Total:		67,958.00	277,754.00

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 27, 2013.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2013 58

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	1,200.00	7,085.00
2400	CLERICAL & OFFICE SALARIES		1.00
2900	OTHER CLASSIFIED SALARIES		173.00
3101	STRS-CERTIFICATED POSITIONS	98.00	407.00
3102	STRS-CLASSIFIED		125.00
3313	MEDICARE-CERTIFICATED	18.00	84.00
3314	MEDICARE-CLASSIFIED		3.00
3353	ARP-CERTIFICATED		3.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		2.00
3501	SUI-CERTIFICATED	13.00	65.00
3502	SUI-CLASSIFIED		2.00
3601	WORKERS'COMP-CERTIFICATED	25.00	121.00
3602	WORKERS'COMP-CLASSIFIED		4.00
4300	MATERIALS & SUPPLIES	2,642.00	2,188.00
4400	NONCAPITALIZATION EQUIPMENT		1,811.00
5200	TRAVEL & CONFERENCES	2,089.00	
5800	PROF/CONS SERV & OPER EXPENSE	21,622.00	13,943.00
9790	UNASSIGNED/UNAPPROPRIATED		1,690.00
Subfund Total:		27,707.00	27,707.00

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 27, 2013.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting
June 27, 2013

Memorandum

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: June 11, 2013

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

Background

In 2012-2013 Document Tracking Services provided consultation services for the preparation of the annual School Accountability Report Cards and Single Plans for Student Achievement. Use of this consultant is cost effective and continues to provide standardized documents which are required to be completed for each school site. The licensing agreement fee for the 2013-2014 school year is \$2,750.00.

Recommendation

It is recommended that the Board of Trustees approve the 2013-2014 Licensing Agreement between Document Tracking Services and Fountain Valley School District for assistance in the preparation of the annual School Accountability Report Cards and Single Plans for Student Achievement.



LICENSING AGREEMENT

This Agreement effective **July 1, 2013**, 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: June 11, 2013

Licensee

By: _____ Scott Martin, Director, Fiscal Services

Date: _____

Fountain Valley Elementary School District



Exhibit A

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

1. 2013 School Accountability Report Card, English (CDE Template)
2. 2013 School Accountability Report Card, Spanish (CDE Template)
3. 2013 School Accountability Report Card, Vietnamese (CDE Template)
4. 2013 Single Plan for Student Achievement (Custom Template)
5. Others to be identified as needed.



June 11, 2013

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

Re: Document Tracking Services

INVOICE #9270803

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

Document Tracking Services

Document Tracking Services [7/1/13 to 6/30/14]: \$2,750
10 schools and District = 11 sites
License Agreement includes up to 5 documents, \$250 per site

Total Balance Due: \$2,750

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)

Scott Martin, Director, Fiscal Services
Name/Role (Printed)



FOUNTAIN VALLEY SCHOOL DISTRICT

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Board Meeting
June 27, 2013

Memorandum

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: June 11, 2013

SUBJECT: **Approval of Illuminate Education, Inc. Software License and Support Agreement Extension**

Background

In September of 2010, Fountain Valley School District entered into a Software License and Support Agreement with Illuminate Education, Inc. to provide data and assessment services for the District as well as grade book and report cards modules for grades 3-5. The term of that Agreement ends on June 30, 2013. Pursuant to section 1 of the Agreement, the term of the Agreement will be extended to June 30, 2016. All other terms and conditions of the Agreement shall continue in full force and effect.

Recommendation

It is recommended that the Board of Trustees approve the Illuminate Education, Inc., Agreement extension for the period of July 1, 2013 through June 30, 2016.

**EXTENSION OF
SOFTWARE LICENSE AND SUPPORT AGREEMENT**

(Fountain Valley School District)

Pursuant to Section 1 of that certain Software License and Support Agreement by and between Illuminate Education, Inc., a California corporation (“**Vendor**”), and Fountain Valley School District (“**District**”) entered into as of September 1, 2010 (the “**Agreement**”), Vendor and District hereby mutually agree that the term of the Agreement, which would otherwise expire as of June 30, 2013, is hereby extended until June 30, 2016. All other terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Extension effective as of July 1, 2013.


ILLUMINATE EDUCATION, INC.

By: _____
Lane Rankin, President

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____
Print: Scott Martin
Title: Director, Fiscal Services

**FOUNTAIN VALLEY SCHOOL DISTRICT
FOOD SERVICES**

TO: Steve McMahon, Assistant Superintendent Business 
FROM: Diane Sharpe, Food Service Director
SUBJECT: Authorization to use Ocean View School District Dairy Bid (Bid #05-23)
DATE: June 3, 2013

BACKGROUND

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Ocean View School District went out to bid for dairy products on May 5, 2011 and awarded Driftwood Dairy the contract. Ocean View School District is rolling over this bid for the 2013-2014 school year and Fountain Valley School District would like to continue with this extension as well.

RECOMMENDATION

It is recommended that the Board authorize the Superintendent or his designee, to approve the 2013-2014 rollover of the Ocean View School District Dairy Bid #05-23. (“piggyback”)



May 30, 2013

Diane Sharpe
Food Service Director
Fountain Valley School District
10055 Slater Ave.
Fountain Valley, CA 92708

Dear Ms. Sharpe,

Thank you for agreeing to piggyback on the Ocean View School District Dairy Bid (BID # 05-23) for the 2013-2014 school year.

Driftwood agrees to allow the Fountain Valley School District to Piggyback on the Ocean View School District Dairy Bid (BID # 05-23) for the 2013-2014 school year

Please confirm by signing below and return to my office via fax, e-mail, or mail.

I would like to thank you and your staff for being such excellent customers. I look forward to continuing our excellent relationship!

Sincerely,

John Dolan
VP Sales

I agree to piggyback on the Ocean View School District Dairy Bid (BID # 05-23) for the 2013-2014 school year.

Diane Sharpe
Signature

6/3/13
Date



April 19, 2013

Ralph Peschek
Director, Food Services
Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647

Dear Ralph Peschek:

Thank you for agreeing to rollover the Ocean View School District Dairy Bid for the 2013-2014 school year. We are pleased to do so. All terms and conditions of the contract will remain the same.


Please confirm by signing below and return to my office via fax, e-mail, or mail.

I would like to thank you and your staff for being such excellent customers. I look forward to continuing our excellent relationship!

Sincerely,

John Dolan
VP Sales

I agree to rollover the Ocean View School District Dairy Bid for the 2013-2014 school year.



Signature

5/22/13
Date

Driftwood Dairy

May 5, 2011

John Dolan
Driftwood Dairy
10724 E. Lower Azusa Road
P.O. Box 5508 El Monte, CA 91734-1508

Dear Mr. Dolan:

The Food Services Department of the Ocean View School District is accepting bids on milk and other dairy products. A list of dairy products the district expects to use and our estimated monthly usage is enclosed on an excel spreadsheet.

Please input unit prices on the dairy product list in blue ink. Please state minimum cases or dollar value required for delivery per site. Please specify the method you will use to keep the district abreast of trends in product availability and prices.

Please consider the following requirements in your bid response:

- Scheduled delivery for up to 15 sites (addresses attached).
- Note any special, site certain delivery requirements (e.g. Westmont School's products must be delivered after 8:00 a.m. M-F).
- Deliver to Central Kitchen and school sites five times a week.
- Less frequent deliveries may be possible. The district invites alternative delivery schedules and related price considerations but they must be presented in the bid response in order to be considered.
- Please quote delivered cost per half pint of milk unit based on May, 2011 Class I prices.
- The District will allow monthly price adjustments on half pint fluid milk products based on monthly published price changes noted in the California Department of Food and Agriculture, Dairy Marketing Branch announcements of minimum prices for Class I Market Milk, F.O.B. Processing Plant. Incremental and decremented changes to the delivered cost per half pint of fluid milk will be calculated as follows: Net month to month change to the published "Equivalent Per CWT- Southern California" price divided by two hundred (200) and carried to four (4) decimal places.
- Unit price adjustments related to factors other than the change in Class I Market Prices F.O.B. Processing Plant will occur by mutual agreement at the time of any annual contract renewals arising from this bid.

Driftwood Dairy

- The District relies on just-in-time delivery of products; therefore, deliveries are to be made overnight on the prior day unless otherwise approved in advance.
- Please state required lead-time for deliveries; for example, "call by 3:00 p.m. for next day delivery."
- Pricing to be based on March 2011 minimum prices for Class I Market Milk.
- Include your company's most recent financial statement if publicly held.
- The Nutrition Services Department pays all invoices on the 15th of the following month. More frequent payments will be considered if appropriate terms apply.

Please note, your sealed bids will be accepted up to the following date:

- **10:00 a.m., Monday, May 23, 2011**

Bids received after 10:00 a.m., Month date, 2011, will be returned unopened to the bidder.

Please return all of the following:

- I. Bid packet (with all necessary signatures)
- II. Dairy Products List (with pricing)
- III. Current financial statement if your company is publicly held.

Please mail to arrive before the deadline or hand deliver to the following address:

17200 Pinehurst Lane
Huntington Beach, CA 92647

If you have any questions, please call me at 714-847-2551.

Thank you for your interest in selling dairy products to our District.

Sincerely,


Kathey M. Conner, Director Food Service

Enclosures: Bid Packet, Dairy Products List and School Directory

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Ocean View School District will receive Dairy Products sealed bids up to 10:00 a.m. on the 23rd of May, 2011 at the Food Services Office of said School District, located at 17200 Pinehurst Lane, Huntington Beach, CA 92647.

DAIRY PRODUCTS

SPECIFICATIONS ARE AVIALABLE May 5, 2011. The documents may be picked up at the District Food Services office (Bldg. B). All bids are to be in accordance with Conditions, Instructions and Specifications which are contained in the bid packet and on file in the office of Food Services of said School District, 17200 Pinehurst Lane, Huntington Beach, CA 92647, Phone No. (714) 847-2551, Ext. 1450. Interested vendors may pick up bid packets at the above address.

A Performance Bond may be required at the discretion of the District.

No bidder may withdraw his or her bid for a period of NINETY (90) days after the date set for the receipt thereof.

The Board of Trustees of the Ocean View School District reserves the right to reject any or all bids and not necessarily accept the lowest, and to waive any informality or irregularity in any bid received. No telephone or facsimile machine will be available to bidder on the DISTRICT premises at the time of bid.

OCEAN VIEW SCHOOL DISTRICT

Advertised: May 5, 2011 & May 12th, 2011

1. Name and Nature of Bidder's and Supplier's Legal Entity: The bidder shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer or person. The successful bidder may be required to furnish a letter of organization, listing the firm members, officers of corporation and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of the supplier's legal entity, the supplier shall first notify the Food Services Department in order that proper steps may be taken to have the change reflected on the purchase order. (See Par. 2 also.)
2. Assignment of Purchase Order: The supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the surety on the continuous performance bond, if any, and Ocean View School District Board of Trustees.
3. Prices: Prices should be filled in (preferably typed) as instructed on the bid form; shall be quoted on each item separately, on the units specified in the bid form or on trade standards. Where extended price does not agree with unit price, the unit price shall govern. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened. Errors may be crossed off and corrections made prior to bid opening only, but should be initialed in ink by the person signing the bid or the bidder's authorized representative. Taxes shall not be included. (See Par. 4) All prices are to include all discounts and are considered as net.
4. Taxes: Taxes shall not be included in bid prices (See Par. 16 on Invoice & Payment). The district shall pay the State Sales Tax, if applicable. The Federal Excise Tax is not applicable, as school districts are exempt therefrom. The district upon request shall furnish the supplier such tax-exempt certificates as may be required by the manufacturer or dealer. The district shall pay any applicable tax that may be imposed by any governmental agency prior to delivery of merchandise.
5. Brand Name and Number: The bidder shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested be patented or otherwise protected or designated by the particular name of the maker, and the bidder, desires to bid on an item of equal character and quality, he may offer such substitute item by indicating clearly that such substitution is intended and specifying the brand. Such substitution shall be accepted only if deemed by the Food Services Agent to be equal in all respects to that specified. If samples are requested by the Food Services Agent for this determination, they shall be submitted in accordance with Paragraph 7 except that they may be submitted after bid opening.
6. Samples: Samples shall be furnished free of cost to the district and when requested by the Food Services Department. The school district reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples should be plainly marked with name of bidder, bid number and date of bid opening. Samples of successful bidders may be retained for comparison with deliveries. Other bidders may pick up samples (if not destroyed by test) on notice from the Food Services Department. If not picked up within 30 calendar days after date of such notice, samples may be disposed of by district.
7. Quantity and Quality of Materials or Services: The successful bidder shall furnish and deliver the quantities designed by the Food Services agent. All materials, supplies or services furnished under the purchase order shall be in accordance with the district's specifications, the district's sample or the sample furnished by the bidder and accepted by the district. Materials or supplies which, in the opinion of the Food Services Agent, are not in accordance and conformity with the specifications or equal to the purchase order sample, shall be rejected and promptly removed from the district premises at the supplier's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications or purchase order, the cost of such test shall be paid by the supplier. Vendor is to state specifically either in letter form or within the body of the bid, the terms of the guarantee attached to any of the items bid upon.
8. Acceptance or Rejection of Bids: The district may issue a purchase order on an individual item or combination of items, whichever is to the best interest of the district: provided, also, that a bidder may specify that the district's acceptance of one item shall be contingent upon the district's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for forty-five (45) days after the bid opening date unless otherwise stipulated. In compliance with Govt. Code. Secs. 4330 to 4334, inclusive, price, fitness and quality being equal, California-made products shall receive preference over materials made elsewhere. All electrical items listed must comply with Electrical Safety Orders, Sections 2383-2400, Title 8, California Administration Code, whether so specified on the bid forms or not.
9. Delivery: Time and manner of delivery are essential factors in proper performance under the purchase order. (See Par. 12). Unless otherwise specified, the supplier shall be responsible for delivery and shall pay all costs, including drayage, freight and packing, for delivery F.O.B. the Food Services Central Kitchen located in the Ocean View School District area, or to other points in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip, and where practicable the district's purchase order number shall appear on all cases and packages. Payments for unauthorized partial deliveries will not be made until entire order has been completed.
10. Default by Supplier: The district shall hold the supplier liable and responsible for all damages which may be sustained because of the failure or neglect of the supplier to comply with any term of condition herein, it being specifically provided that time shall be the essence of the purchase

*** Authorized Signature Required**

<p>* To the Food Services Director of the Ocean View School District. We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to the instructions and conditions on the reverse side.</p>	<p>ALL BID PRICING MUST BE F.O.B. FOOD SERVICES 17200 Pinchurst Lane Huntington Beach, CA 92647 Unless otherwise noted above Complete delivery will be made in _____ days from receipt of order Unless otherwise noted above.</p>
<p>Firm Name: _____ Address: _____ BY: <u>John Boh</u> CITY, STATE & ZIP: _____ TITLE OR POSITION: <u>VP SALES</u></p>	<p>Driftwood Dairy, Inc. 10724 E. Lower Azusa Road P.O. Box 5508 El Monte, CA 91734 (626) 444-9591</p>

order delivery requirements. If the supplier fails or neglects to furnish or deliver any of the materials, supplies or services at the prices named here at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase order, the District may, upon written notice to the supplier cancel the purchase order in its entirety, or cancel or rescind any or all items affected by such default; and may, whether or not the purchase order is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the supplier. The prices paid by the District at the time such purchases are made shall be considered the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the supplier and the performance guarantee, if any. Vendor shall be qualified under applicable laws to perform items upon which he quotes and shall reimburse the District for any loss caused by Vendor's failure to qualify under those laws.

11. Force Majeure Clause: The parties to the purchase order agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, of commandeering of materials, products, plants or facilities, lockout, of commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
12. Hold Harmless Clause: The supplier shall hold harmless and indemnify the school districts and the Ocean View School District's Board of Trustees, its officers and employees, from every claim or demand which may be made by reason of:
 - a) Any injury to person or property sustained by the supplier or by any person, firm or corporation, employed directly or indirectly by him or her upon or in connection with his or her performance under the purchase order, however caused.
 - b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the supplier or of any person, firm, or corporation, directly or indirectly employed by him upon or in connection with his performance under the purchase order.
 - c) Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under the purchase order.

The supplier at his or her own expense and risk shall defend any legal proceeding that may be brought against the District or the Board, its officers and employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

13. Insurance: The supplier shall maintain insurance adequate to protect him or her from claims under Workman's Compensation Acts, and from claims for damages or personal injury, including death, and damage to property, which may arise from operations under the purchase order. The supplier may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, may be considered default of the supplier.
14. Invoices and Payments: Unless otherwise specified, the supplier shall render invoices in duplicate for materials delivered or services performed under the purchase order, to the Food Services Department of the Ocean View School District. Invoices shall be submitted immediately in a form acceptable to the district, under the same firm name as shown on purchase order. The supplier shall list separately any applicable taxes payable by the district and shall certify on the invoices that the Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies or services furnished under the purchase order within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized district representative.
15. Permits and Licenses: The supplier and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.
16. Toll Charges: If it is necessary that the district place charge telephone calls in connection with the purchase order (for complaints, adjustments, shortages, failure to deliver, etc.) the supplier shall accept charges for these calls on a reverse charge basis.
17. Purchase Order Documents: The complete purchase agreement includes the following documents: The advertisement for bids (when required), the bid and purchase order conditions, the specifications and drawings, the bid of the supplier and its acceptance by the District, the purchase order, performance guarantee, and all amendments thereto. Any of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.
18. Supplier not Officer, Employee or Agent of District: While engaged in carrying out the terms and conditions of the purchase order, the supplier is an independent contractor, and not an officer, employee or agent of the District.
19. Anti-Discrimination: It is the policy of the Ocean View School District that in connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged by the bidder because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair employment and Housing Act, beginning with Government Code section 12900 and Labor Code Section 1735.

*** Authorized Signature Required**

* To the Food Services Director of the Ocean View School District. We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to the instructions and conditions on the reverse side.

Firm Name: _____ Address: Driftwood Dairy, Inc.
0724 E. Lower Azusa Road
P.O. Box 5508
 BY: John Dole CITY, STATE & ZIP: El Monte, CA 91734
 TITLE OR POSITION: VP SALES (626) 444-9591

ALL BID PRICING MUST BE F.O.B.
 FOOD SERVICES
 17200 Pinchurst Lane
 Huntington Beach, CA 92647
 Unless otherwise noted above
 Complete delivery will be made in
 _____ days from receipt of order
 Unless otherwise noted above.

BID

(THIS IS NOT AN ORDER)

DATE MAILED
May 5, 2011
DUE BACK
May 23, 2011
DAIRY PRODUCTS FOR
FOOD SERVICES

BID MADE BY → **Driftwood Dairy, Inc.**
 (TYPE YOUR FIRM NAME AND ADDRESS HERE) **4724 E. Lower Azusa Road**
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

TO:

Submit to:
FOOD SERVICES DIRECTOR
 Ocean View School District
 17200 Pinehurst Lane
 Huntington Beach, CA 92647
 (714) 847-2551
READ INSTRUCTIONS
ON BACK BEFORE BIDDING

BID TITLE:

BIDDER MUST NOT WRITE IN THESE COLUMNS

CONTRACT # _____
 05-23 _____ 1
 BID NO. _____ Page No.

INSTRUCTIONS TO BIDDERS

- Bids are to be returned on or prior to 10:00 a.m., May, 23, 2011.
 - The items listed on the pages following are intended for use in the Ocean View School District for the operation of the Nutrition Services Division.
 - The bid is to be submitted in a sealed envelope, plainly marked on the outside with the specific BID NUMBER AND BID DUE DATE. Bids shall be submitted in ink or typed where possible. When a bid form or bidder's sheet(s) are included in the bid package, the bid must be submitted on these forms. Signature must be in ink. Faxed bids are not acceptable. Bids must be received by the designated opening time. Late bids cannot be accepted and will be rejected unopened.
 - Whether bid is made on all or part of the items contained in this bid, a complete bid set with all pages included must be returned to this office with the items not bid upon so noted with the words "NO BID".
 - Whenever brand names are used, they are used as specifications ONLY. The intent is to indicate quality standards and are presumed to be followed by the words "OR EQUAL." The District will determine whether or not brands are equal. Please quote on the specified brand in addition to the "or equal" brand if the specified brand is available.
 - Bid to be priced item by item. Items grouped and priced as one will not be considered. Awards will be made by single items, groups of items, or as a whole, according to the best interest of the District. All or nothing counter proposals will not be accepted.
 - The Ocean View School District Board of Trustees reserves the right to reject any or all bids and not necessarily accept the lowest bid and to waive any informality or irregularity in any bid received.
 - Bidders are responsible to check carefully all conditions and specifications. No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and must be initialed in ink by person signing the bid. Verify your bids before submission, as they cannot be withdrawn or corrected after being opened.
 - Playback/Cooperative Purchase Pursuant to Public Contract Code 20652 and 20118, other school districts and public agencies in the state of California may purchase identical items under the price, terms and conditions conditions of this bid for the term specified from the Ocean View School District's Board approval.
- Participation county is: Orange
- OPTION GRANTED OPTION NOT GRANTED
- The Ocean View School District waives its right to require other districts to draw their warrants in favor of this District and authorizes each district to make payment directly to the successful bidder.
- It is understood and agreed that the bidder is bidding upon the items specified unless he states specifically in his bid the brand or make and items proposed as an equal to the ones specified.
 - Preferred brands and pack sizes are indicated on most items. If brand or pack size is not stated, please indicate brand name and/or pack size being bid. Any variances from the specified items, such as color, size, pack, brand, etc. must be clearly noted on the bid, otherwise the product code number listed by bidder will be assumed to be "as specified." The District reserves the right to determine if the alternate submitted is an acceptable substitution. Quantities listed are estimates only. The school district reserves the right to place partial orders throughout the contract period, and to increase or decrease the quantities as necessary. The District reserves the right to acquire from other sources during the life of the agreement such items as may be required for testing, evaluation, experimental purposes, emergency needs, or small purchases made by individual schools.

* Authorized Signature Required

* To the Food Services Director of the Ocean View School District: We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to these instructions and conditions.

Firm Name: _____
 By: John Bolin
 Title or Position: VP SALES

Address: Driftwood Dairy, Inc.
4724 E. Lower Azusa Road
P.O. Box 5508
 City, State: El Monte, CA 91734
 Phone: (626) 444-9591

ALL BID PRICING MUST BE F.O.B.
 OCEAN VIEW SCHOOL DISTRICT
 17200 PINEHURST LANE
 HUNTINGTON BEACH, CA 92647
 (Unless otherwise noted above)
 Complete delivery will be made in _____ days from receipt of order unless otherwise noted above.

BID

(THIS IS NOT AN ORDER)

Submit to:
Food Services Director
Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
(714) 847-2551

READ INSTRUCTIONS
ON BACK BEFORE BIDDING

DATE MAILED
May 5, 2011
DUE BACK
May 23, 2011
DAIRY PRODUCTS FOR
FOOD SERVICES

BID MADE BY
(TYPE YOUR FIRM NAME AND ADDRESS)
TO: **Driftwood Dairy, Inc.**
10724 E. Lower Azusa Road
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

CONTRACT # _____
05-23 _____ 2
BID NO. _____ Page No.

BID TITLE:

DAIRY PRODUCTS FOR
FOOD SERVICES

BIDDER MUST NOT WRITE IN THESE COLUMNS

INSTRUCTIONS TO BIDDERS

12. Samples may be required. Samples, if requested by District, must arrive within five (5) working days of request at vendor's expense. All samples must be tagged to identify vendor, bid number, and item number.
13. Each bidder or prospective contractor is asked to furnish names and addresses of at least five (5) customers located in either Los Angeles or Orange County as references. Please note, each listed reference shall have purchased food supplies from your firm for at least three years. In addition, each reference shall have awarded your firm contracts to provide food service supplies with a minimum annual value of \$100,000.

The District reserves the right to award to the vendor providing the best value for the dollar paid. Delivery time shall also be a factor in determining the award as well as quality and price.
14. The District may, by written notice of default to vendor, terminate the whole or any part of their order under this agreement if:
 - a. The vendor fails to make delivery of an order, or any part of an order for food or supplies, or to perform the services within the time specified herein or any extension thereof; or
 - b. The vendor fails to perform any of the other provisions of this agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Director of Food Services Services may authorize in writing) after receipt of notice from the Director of Food Services specifying such failure; or
 - c. Merchandise delivered in unsanitary containers or in an unsanitary truck, or found to be unfit for school food service purposes or failing in any way to comply with the specifications of this quote, will be rejected and shall be removed at the expense of the vendor.

In the event that the District terminates or vendor fails to deliver any order in whole or in part, the district may procure similar supplies or services from other sources, and the vendor shall be liable to the District for any excess costs for such similar supplies or services.
15. District reserves the right to cancel the contract without cause by providing 30 days prior written notice.
16. No bidder may withdraw any bid for a period of ninety (90) days after the date set for the opening of bids.
17. The term of this agreement shall be for 12 months effective July 1, 2011, through June 30, 2012. The term of this agreement may be extended beyond the initial one year term for up to two additional one year terms upon mutual consent of the parties. Such extensions shall be incorporated into this agreement at least 90 days prior to the expiration of the current term and shall be in the form of a written addendum signed by both parties.
18. All prices are to remain firm for duration of the contract.
19. Bids submitted with bidder's special conditions added such as statements limiting firm pricing for a period less than the stated bid period or minimum delivery quantities, or items bid all or none, may be considered non-responsive and may be rejected.
20. Delivery will be F.O.B. destination. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid.
21. Failure to comply with any of the instructions stated or provide all required information in the bid documents may result in rejection of a bid as non-responsive.
22. In the event you do not desire to bid, but desire to be considered for future bids, you should submit a "NO BID" on the Bid Sheet.

* Authorized Signature Required

* To the Director of Food Services of the Ocean View School District: We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to these instructions and conditions.

Firm Name: _____
By: John Dolan
Title or Position: VP. SALES

Address: Driftwood Dairy, Inc.
10724 E. Lower Azusa Road
City, State: P.O. Box 5508
El Monte, CA 91734
Phone: (626) 444-9591

ALL BID PRICING MUST BE F.O.B.
OCEAN VIEW SCHOOL DISTRICT
17200 PINEHURST LANE
HUNTINGTON BEACH, CA 92647
(Unless otherwise noted above)
Complete delivery will be made in _____ days from receipt of order unless otherwise noted above.

BID

(THIS IS NOT AN ORDER)

BID MADE BY → **Driftwood Dairy, Inc.**
10724 E. Lower Azusa Road
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

Submit to:
Food Services Director
Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
(714) 847-2551

DATE MAILED
May 5, 2011
DUE BACK
May 23, 2011

READ INSTRUCTIONS
ON BACK BEFORE BIDDING

BID TITLE:

**DAIRY PRODUCTS FOR
FOOD SERVICES**

CONTRACT # _____
05-23 _____ 3
BID NO. _____ Page No.

BIDDER MUST NOT WRITE IN THESE COLUMNS

INSTRUCTIONS TO BIDDERS

- 23. Should you have any questions concerning the bid documents, contact Kathey Conner, Director of Food Services at (714) 847-2551.
- 24. The District is subject to California sales and use tax, but do not include California sales/use tax in your bid.
- 25. Vendors shall deliver all products into the Westmont Central Kitchen and up to fourteen (14) school sites as ordered on a weekly basis (see attached School and Office Locations with sites highlighted). No tailgate deliveries accepted.
- 26. All refrigerated and frozen food products must be delivered to District on 0 degree trucks. Dry products will be delivered on separate trucks or a combination frozen and dry truck. Trucks and product will be inspected at time of delivery.
- 27. Sugar products shall be 100% cane sugar. No beet sugar will be accepted.
- 28. Brown sugar shall not be colored or spraved granulated sugar.
- 29.0 Prepared soup and gravy bases are to conform to the State of California Specifications 67-P-23. This specification covers beef or chicken products that, when added to water, yield a stock that may be used as bouillon or may be fortified with other ingredients to produce a soup or gravy.
- 29.1 All materials must be food grade and must be compounded under sanitary conditions acceptable to both federal and state public health regulations.
- 29.2 The product must readily dissolve in hot water. When reconstituted at the rate of one pound to five gallons of water, the product must have a flavor and appearance of bouillon of the respective flavor type, and state public health regulations.
- 30. Spices. Ground and Whole. To conform in all respects to Federal Specifications for Spices EE S-631F, latest edition or revision, free from artificial coloring, exhausted spices, adulterants, impurities and Aroma and characteristic quality must be true to name.
- 31. Spices must be processed and packed under sanitary conditions. Ground spices must be packaged in either one or five pound tin cans or in cardboard containers. Spices packaged in paper bags of any type are not acceptable. The product must be labeled to show the commodity, net weight, brand name manufacturer and date manufactured or processed.
- 32. Other Foods All products delivered shall conform in all respects to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at the time of delivery.
- 33. All food items shall have commercial labels. If the product is not identified with a brand name or trade name, bidder shall indicate the name of the manufacturer or packer of the product.

* Authorized Signature Required

* To the Director of Food Services of the Ocean View School District: We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to these instructions and conditions.

Firm Name: _____
By: John [Signature]
Title or Position: VP. SALES

Address: **Driftwood Dairy, Inc.**
10724 E. Lower Azusa Road
P.O. Box 5508
City, State: **El Monte, CA 91734**
Phone: **(626) 444-9591**

ALL BID PRICING MUST BE F.O.B.
OCEAN VIEW SCHOOL DISTRICT
17200 PINEHURST LANE
HUNTINGTON BEACH, CA 92647
(Unless otherwise noted above)
Complete delivery will be made in _____ days from receipt of order unless otherwise noted above.

BID

(THIS IS NOT AN ORDER)

Submit to:
Food Services Director
Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
(714) 847-2551
READ INSTRUCTIONS
ON BACK BEFORE BIDDING

DATE MAILED
May 5, 2011
DUE BACK
May 23, 2011
DAIRY PRODUCTS FOR FOOD SERVICES

BID MADE BY → Driftwood Dairy, Inc.
(TYPE YOUR FIRM NAME AND ADDRESS HERE)
10724 E. Lower Azusa Road
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

TO:

CONTRACT # _____
05-23 _____ 4
BID NO. _____ Page No.

BID TITLE:

BIDDER MUST NOT WRITE IN THESE COLUMNS

INSTRUCTIONS TO BIDDERS

- 34. Packaging and packing: mindful of the variance in the kind and size of containers and number of units in a shipping case commercially available, no bidder is prevented from submitting a proposal on a different kind and size of container and/or number of units in a shipping case, provided the packaging specified is not available commercially. Any alternate packaging offered must be substantially equivalent and must be clearly indicated in the proposal. State the size and net weight if the quotation is made on sizes and weights other than those specified.
- 35. Condition of product: all cases and cans shall be in good condition at time of delivery. Unless specifications stated otherwise, all cans shall be well filled, slack cans not acceptable. Damaged, swollen (swells, flippers, springers, hard swells) or leaking cans or containers or cans out of condition for any reason whatsoever will not be accepted.
- 36. The District will not allow vendors to utilize the District's delivery dock or operations areas to re-pack, re-stack, or re-organize food or supplies for delivery. All products inbound to the District shall not be comingled with products bound for other customers.

* Authorized Signature Required

* To the Food Services Director of the Ocean View School District: We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to these instructions and conditions.

Firm Name: _____ Address: Driftwood Dairy, Inc.
 By: John John 10724 E. Lower Azusa Road
 City, State: P.O. Box 5508
 Title or Position: VP SALES El Monte, CA 91734
 Phone: (626) 444-9591

ALL BID PRICING MUST BE F.O.B.
 OCEAN VIEW SCHOOL DISTRICT
 17200 PINEHURST LANE
 HUNTINGTON BEACH, CA 92647
 (Unless otherwise noted above)
 Complete delivery will be made in _____ days from receipt of order
 unless otherwise noted above.

REFERENCES

Please list below names of at least five (5) customers located in either Los Angeles or Orange County as references. Please note, each listed references shall have purchased food supplies from your firm for at least three years. In addition, each reference shall have awarded your firm contracts to provide food service supplies with a minimum annual value of \$100,000.

1. Name of Company: Los Angeles USD
Address: _____
City: Los Angeles
Contact Person: DAVID Binkie
Contact Duration: over 3 years

Telephone: 213-241-1765
Value of Contract: \$20,000,000+

2. Name of Company: SAN Gabriel USD
Address: _____
City: SAN Gabriel
Contact Person: David Dorkin
Contact Duration: OVER 7 years

Telephone: 626-451-5421
Value of Contract: \$100,000+

3. Name of Company: EL MONTE USD
Address: _____
City: EL MONTE
Contact Person: DR. Robert Lewis
Contact Duration: over 3 years

Telephone: 626-453-3733
Value of Contract: \$100,000+

4. Name of Company: Arcadia USD
Address: _____
City: Arcadia
Contact Person: Debra Amos
Contact Duration: over 3 years

Telephone: 626-821-8322
Value of Contract: \$100,000+

5. Name of Company: Chino USD
Address: _____
City: Chino
Contact Person: SANDY Bernstein
Contact Duration: over 3 years

Telephone: 909-628-1267
Value of Contract: \$100,000+

PROPOSAL COMPANY NAME DRIFTWOOD DAIRY

SIGNATURE John Dahn

TITLE VP SALES

BUSINESS ADDRESS _____
Driftwood Dairy, Inc.
10724 E. Lower Azusa Road
P.O. Box 5508

TELEPHONE NUMBERS _____
El Monte, CA 91734
(626) 444-9591

BID

(THIS IS NOT AN ORDER)

DATE MAILED
May 5, 2011
DUE BACK
May 23, 2011

BID MADE BY **Driftwood Dairy, Inc.**
 (TYPE YOUR FIRM NAME AND ADDRESS) **10724 E. Lower Azusa Road**
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

Submit to:
 Food Services Director
 Ocean View School District
 17200 Pinehurst Lane
 Huntington Beach, CA 92647
 (714) 847-2551

READ INSTRUCTIONS

ON BACK BEFORE BIDDING

BID TITLE:

DAIRY PRODUCTS FOR
FOOD SERVICES

CONTRACT #

05-23

6

BID NO.

Page No.

BIDDER MUST NOT WRITE IN THESE COLUMNS

GENERAL CONDITIONS

- Worker's Compensation The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the bid shall sign and file with DISTRICT prior to the bid commencement, the Workers' Compensation Certificate included as part of the Bid documents. Labor Code Section 1861.
- Anti-Discrimination In connection with all work performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged by the bidder because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.
- Hold Harmless The Vendor shall indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense of any nature whatsoever, which may be incurred by reason of:
 - Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) or any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.
 - Any injury to or death of persons or damage to property caused by any act, neglect, default of the Vendor, or any person, firm, or corporation employed by the Contract, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, form or corporation, including the District, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off School District property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
 - The Vendor, at Vendor's own expense, cost, and risk shall defend: any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
- Force Majeure Clause The parties to the Contract Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, of commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

* Authorized Signature Required

* To the Food Services Director of the Ocean View School District: We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to these instructions and conditions.

Firm Name:

By:

Title or Position:

Address:

City, State:

Phone:

Driftwood Dairy, Inc.
10724 E. Lower Azusa Road
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

ALL BID PRICING MUST BE F.O.B.

OCEAN VIEW SCHOOL DISTRICT

17200 PINEHURST LANE

HUNTINGTON BEACH, CA 92647

(Unless otherwise noted above)

Complete delivery will be made in

_____ days from receipt of order

unless otherwise noted above.

John Blum

V.P. SALES

BID

(THIS IS NOT AN ORDER)

BID MADE BY
Driftwood Dairy, Inc.
10724 E. Lower Azusa Road
P.O. Box 5508
El Monte, CA 91734
(626) 444-9591

Submit to:
Food Services Director
Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
(714) 847-2551

DATE MAILED
May 5, 2011
DUE BACK
May 23, 2011

TO:

CONTRACT # _____
05-23 _____ 7
BID NO. _____ Page No.

READ INSTRUCTIONS
ON BACK BEFORE BIDDING

DAIRY PRODUCTS FOR
FOOD SERVICES

BID TITLE: _____
BIDDER MUST NOT WRITE IN THESE COLUMNS

GENERAL CONDITIONS

- Noncollusion Affidavit: The required properly notarized noncollusion affidavit is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically non-responsive.
- Assignment: The successful bidder shall agree not to assign, transfer, convey, subject or otherwise dispose of the items appearing on this form which he may be awarded, or any right accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the School District. Notice is hereby given that the District will not honor any assignment made by the vendor unless consent in writing, of the School District. Notice is hereby given in writing, of the School District. Notice is hereby given that the District will not honor any assignment made by the vendor unless consent in writing, as indicated above, has been given.
- Invoices and Payment: Unless otherwise specified, the supplier shall render invoices in duplicate for materials delivered or services performed under the purchase order. Invoices shall be submitted immediately in a form acceptable to the District, under the same firm name as shown on purchase order. The supplier shall list separately any applicable taxes payable by the District. This District shall make payment for materials, supplies or services furnished under the purchase order within reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District representative.
- Deliveries are to be made into the Ocean View School District Nutrition Services locations, as ordered, between the hours of 6:30 a.m. and 11:30 a.m. Invoices shall be furnished in duplicate at the time of delivery. No tailgate deliveries accepted.
- Terms are net 30 unless otherwise specified. If discounts for early payment are applicable, indicate terms.
- The bidder recognizes the District suffers damages when they fail to deliver products on specified delivery dates. The bidder agrees to notify the District, without penalty, twenty-four (24) hours prior to scheduled delivery of shorts or back orders, indicating alternative delivery dates. The District reserves the right to accept the delay or purchase the items elsewhere. Failure to deliver or notify the District will result in a payment, as fixed and liquidated damages, a sum of one percent (1%) of invoice per diem, to be deducted from the invoice. In addition, if the vendor fails to deliver any order in whole or in part, the District may procure the undelivered items from other sources and the vendor shall be liable to the District for any excess costs for such similar undelivered items. Vendor shall issue a memorandum of credit as requested by the District to cover such costs.
- Lead Time: Order will be placed with the distributor three (3) days before delivery. (Three days lead time).
- Inclusive Pricing: Bid pricing shall be inclusive of all and any costs to be charged to the District (except sales tax); such as, cost of manufacture, packing, preservation, marking, handling, loading/unloading, removal of debris and unused equipment and supplies, transportation to the District, installation, training, maintenance through the warranty period, consulting services and fuel surcharges.
- Financial Resources: A bidder who wishes to be considered must furnish a current financial statement. The District reserves the right to request further evidence of financial worthiness after reviewing the current financial statements submitted with the bid response.

* Authorized Signature Required

* To the Food Services Director of the Ocean View School District: We (I) hereby agree to furnish the above articles and/or services at the prices and terms stated, subject to these instructions and conditions.

Firm Name: _____
By: John Polun
Title or Position: VP SALES

Address: 10724 E. Lower Azusa Road
P.O. Box 5508
City, State: El Monte, CA 91734
(626) 444-9591
Phone: _____

ALL BID PRICING MUST BE F.O.B.
OCEAN VIEW SCHOOL DISTRICT
17200 PINEHURST LANE
HUNTINGTON BEACH, CA 92647
(Unless otherwise noted above)
Complete delivery will be made in _____ days from receipt of order unless otherwise noted above.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DIVISION
MEMORANDUM**

To: Dr. Marc Ecker, Superintendent
From: Cathie Abdel, Assistant Superintendent, Personnel CA
Re: Approval of Retainer Agreement/ Parker & Covert Attorneys at Law
Date: June 17, 2013

Background

Parker & Covert services as the District's legal counsel in matters dealing with personnel, collective bargaining, and general law. Parker & Covert have served as legal counsel for the Fountain Valley School District for more than 25 years. The District maintains a modest legal budget. Mr. Spencer Covert is the principal attorney in a medium sized firm. Mr. Covert makes himself available to the district personally because of his long-standing relationship with the District. He has been very reliable as have been his associates and staff.

The agreement with Parker & Covert Attorneys at Law is attached for consideration for approval. It contains a modest hourly rate increase effective July 1, 2013 from \$195 to **\$225** per hour for **Partners**, from \$185 to **\$195** per hour for **Senior Associates**, from \$170 to **\$175** per hour for **Junior Associates**, and from \$115 to **\$135** per hour for **Law Clerks/Paralegals**. Rates were last increased in 2006.

Recommendation

It is recommended that the Board of Trustees accept and approve the attached retainer agreement with Parker & Covert Attorneys at Law.

1 **RETAINER AGREEMENT**

2 THIS AGREEMENT is made and entered into effective this 1st day of July, 2013, by and
3 between the FOUNTAIN VALLEY SCHOOL DISTRICT, hereinafter referred to as the
4 "DISTRICT," and PARKER & COVERT LLP, hereinafter referred to as "Attorneys."

5 **W I T N E S S E T H**

6 WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be
7 rendered at the request and direction of the governing board of the DISTRICT pursuant to
8 Education Code section 35041.5; and

9 WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT
10 to appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

11 NOW THEREFORE, in consideration of the mutual promises herein contained, the
12 parties hereto agree as follows:

13 1. DISTRICT retains Attorneys for the purpose of providing specific legal services
14 as particularly required by the governing board of the DISTRICT. For the purpose of requesting
15 specific legal services, the Board President, the Superintendent or the Superintendent's designees
16 are hereby designated as the DISTRICT's representatives in selecting the legal services to be
17 rendered.

18 2. DISTRICT shall pay Attorneys for the services herein performed at the rates set
19 forth in Exhibit "A" which is attached hereto and by this reference incorporated herein.

20 3. Attorneys shall perform the services herein provided at the rates set forth in said
21 Exhibit. Attorneys' statement shall reflect services in increments of tenths of an hour.

22 4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary
23 costs and expenses incurred in the course of handling such services. Actual and necessary costs
24 and expenses include those charges that Attorneys directly incur including, but not limited to,
25 filing fees, reproduction of documents, toll telephone charges, messenger and delivery services,
26 travel expenses other than mileage costs, and court reporting costs.

27 5. Attorneys shall present statements for the services rendered pursuant hereto during
28 the preceding month, and DISTRICT shall pay the same within a reasonable time thereafter,

1 which is agreed to be within 45 days of receipt of attorneys' statement.

2 6. Attorneys shall serve under the terms of the Agreement at the pleasure of the
3 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written
4 notice to Attorneys.

5 7. Attorneys shall maintain at all times a policy of professional liability insurance
6 while representing and advising District.

7 8. Attorneys reserve the right in their discretion to terminate this Agreement at any
8 time Attorneys deem necessary or advisable upon thirty (30) days written notice to DISTRICT.

9
10
11 Date: June __, 2013

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Catherine Abdel

Title: Assistant Supt., Personnel

12
13
14 Date: June 7, 2013

PARKER & COVERT LLP

By: Spencer E. Covert

Spencer E. Covert
Managing Partner

EXHIBIT "A"

PARTNERS	\$225.00 per hour
SENIOR ASSOCIATES	\$195.00 per hour
JUNIOR ASSOCIATES	\$175.00 per hour
LAW CLERKS/PARALEGALS	\$135.00 per hour

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FOUNTAIN VALLEY SCHOOL DISTRICT

TO: Marc Ecker, Superintendent/Anne Silavs, Asst. Superintendent, Instruction
FROM: Mona Green, Director, Child Development and Recreation Programs
SUBJECT: *Program Self-Evaluation Annual Report, State Preschool Program*
DATE: June 10, 2013

BACKGROUND

The California Department of Education requires the contract holder to evaluate the State Preschool Program annually. Attached is the completed report. The report describes our annual goals and highlights how we accomplished these goals.

RECOMMENDATION

It is recommended that the Board of Trustees review the Program Self-Evaluation for the State Preschool Program for the school year 2012/2013.

Program Self-Evaluation Annual Report

Contractor's Legal Name Fountain Valley Elementary School District			
Vendor Number 6649		<input type="checkbox"/> Cal-SAFE CDS Code	
Contract and Age	<input checked="" type="checkbox"/> CSPP		
	<input type="checkbox"/> CCTR – (Infant/Toddler)		
	<input type="checkbox"/> CCTR – (School-Age)		
	<input type="checkbox"/> Education Network (Infant/Toddler)		
	<input type="checkbox"/> Education Network (Preschool)		
	<input type="checkbox"/> CHAN		
	<input type="checkbox"/> CMIG - (Infant/Toddler)		
	<input type="checkbox"/> CMIG - (Preschool)		
Date Program Self-Evaluation Completed		May 10, 2013	
Number of Classrooms	2	Number of Family Child Care Homes	0
Describe the Program Self-Evaluation Process (Note: This area expands as necessary.)			
<p>Our preschool Self-Review process for 2012/2013 fiscal year began on September 5, 2012 and continued to May 10, 2013. Our teachers started the process of the DRDP on September 5 and 6, 2012 by interviewing parents and students and assessed their developmental needs. Teachers then developed portfolios for each student and throughout the year anecdotal notes, samples of children's work and photos were placed in the portfolios. The initial DRDP collection of data started on September 5, 2012 and continued to October 19, 2012. The teachers found that Language and Literacy development was one of the lowest domain. The teachers then based their curriculum on developing strategies and lesson plans to improve children's learning in that area. Parent conferences and data representation was done on October 23 and 24, 2012 and the goals were set for each student individually. In the conference, parents were encouraged to work closely with their children to ensure their progress by the end of 2013 school year. The collection of data for the second DRDP continued and the second parent conferences were completed on April 23 and 24, 2013. Parents were provided with a variety of activities to work with their child at home to ensure their readiness for Kindergarten. We purchased large story books and developed questions. Every week parents were able to check out the books, read it to their children, asked the questions and record children's answers. Parents were encouraged to help children identify the character of the story, the plot, and the story's events with asking open-ended questions. After collecting the DRDP findings the teachers, along with the Director, created a plan of action to utilize material and implement curriculum to increase the percentage rate of children in the category of "developing" in the Language and Literacy Development Domain.</p> <p>Desired Results Parent Survey The parent survey of 35 questions was conducted in January 2013. We received back 40 surveys out of our 46 families. Parents were reassured that their opinion is valuable and the survey is confidential. 80% of parents were satisfied with the overall quality of the program. 100% felt that their children were safe. 45% of parents were not satisfied with the hours of operation(3 hours per day) and would have liked a longer hours for their children. The results of</p>			

the survey were shared in the Spring Parent Meeting with the parent representatives by the Director.

Environmental Rating Scale

In February, 2013 the Environmental Rating Scale was utilized to find the area that needs improvement in the classroom. The director and teachers met to review the summary of findings for the ERS. Teachers used the rating scale tools to determine areas that were scored less than 5. We found in the area of science and nature we did not have enough books, pictures, audio-visual materials for children to use. To close this gap we purchased science related materials, ie books and audio. We also took pictures of nature. After enlarging and laminating them, we placed them around the classroom. Children were taken on nature walks on a regular basis and collected materials for science centers. Children were encouraged to make collages with the material found on their nature walks. In another area under the Space and furnishing category, we found that gross motor skills equipment scored #4. We realized we needed to purchase equipment for developing large motor skills for children to use. We purchased balance boards and stilts, as well as large balls. A work order was placed for the District maintenance department to paint large motor games like hopscotch and a letter and number grid, as well as shapes on the ground. Expected completion date for these findings is May 2013.

We have used Environmental rating scales, Desired Results Developmental Profiles and the Parent survey to create a list of areas that we need to work on to successfully offer our students a quality rated preschool. Additionally, in the beginning of the school year, the Director met with the FVSD School Readiness Coordinator and requested parent training in the area of children's nutrition and health. We provided two evening trainings for parents in the area of nutrition, healthy food portions, illness prevention and hygiene.

Our preschool team consists of:

Director, Mona Green

Childcare Technician, Jill Martin

Preschool Teachers, Rena Bonifay, Anh Hoang, Barbara Naile & Connie Ramirez

A copy of the Program Self-Evaluation will be/has been presented to the Governing Board.		Date June 27, 2013
A copy of the Program Self-Evaluation will be/has been presented to teaching/program staff.		Date May 10, 2013
A copy of the Program Self-Evaluation will be/has been presented to parents.		Date May 10, 2013
Statement of Completion I certify that a Program Self-Evaluation was completed.	Signature Name, Title, and Phone Number Mona Green, Director, 714-962-4099	Date May 23, 2013



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent/Anne Silavs, Asst. Superintendent, Instruction
FROM: Mona Green, Director, Child Development and Recreation Programs
SUBJECT: *Board Resolution 2013-29: State Preschool Program*
DATE: June 18, 2013

BACKGROUND

The California Department of Education requires a resolution to approve the contract for the State Preschool Program annually. Attached is the resolution to be signed as well as a copy of the contract.

RECOMMENDATION

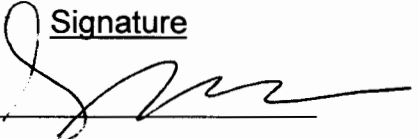
It is recommended that the Board of Trustees adopts Resolution 2013-29 approving the Child Development Contract with the California Department of Education and authorizing Mrs. Mona Green, Child Care Director, to sign all documents on behalf of the District.

Fountain Valley School District
Childcare and Development Services
CA State Preschool Program

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2013-14.**

RESOLUTION 2013-29

BE IT RESOLVED THAT the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-3318 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Mastaneh (Mona) Green	Director, Child Care Program	

PASSED AND ADOPTED THIS 27th day of June 2013, by the governing Board of the Fountain Valley School District of Orange County, California.

I, Judith Edwards, Clerk of the Governing Board of the Fountain Valley School District of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by said Board at a regular meeting therefore held at a regular public place of meeting and the resolution is on file in the office of said Board.

Judith Edwards, Board Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 13 - 14

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3318

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6649-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, you are agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C - available online at <http://www.cde.ca.gov/fg/aa/cd/>), the CURRENT APPLICATION, and an AGENCY SITE LISTING (ATTACHMENT A) which by this reference are incorporated into this contract. The FT&C and Requirements specify the contractual responsibilities of the State and the contractor. The contractor's signature also certifies compliance with "General Terms and Conditions," (GTC 610/Exhibit A) which by this reference is incorporated herein.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2013 through June 30, 2014. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$145,358.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 4,228.0

Minimum Days of Operation (MDO) Requirement 176

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

Exhibit A, General Terms and Conditions attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Margie Burke, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING MONA GREEN, DIRECTOR			
TITLE Contracts, Purchasing & Conference Services		ADDRESS 9625 WARNER AVE, FU 92708			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 145,358	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6649				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 145,358	ITEM 30.10.010 6110-196-0001	CHAPTER B/A	STATUTE 2013	FISCAL YEAR 2013-2014	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • 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: June 4, 2013 – for June 27, 2013 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 \$235 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, 2013 through June 30, 2014 and authorize the Superintendent or designee to sign all documents.

sb



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Indian Wells
(760) 568-2511
Los Angeles
(213) 617-6100
Ontario
(909) 989-8584
Riverside
(951) 686-1450

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Sacramento
(916) 325-4000
San Diego
(619) 525-1300
Walnut Creek
(925) 977-3300
Washington, DC
(202) 785-0600

Karen Van Dijk
(949) 263-6563
Karen.VanDijk@bbklaw.com

June 4, 2013

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, 2013 through June 30, 2014. 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

June 4, 2013
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 \$235.00 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

June 4, 2013
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
Sheila Blain

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

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Abby Bickford, Director, Support Services

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

DATE: June 18, 2013 – for June 27, 2013 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, 2013 through June 30, 2014 and authorize the Superintendent or designee to sign all documents.

sb

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

This AGREEMENT is hereby entered into this 28th day of May, 2013, 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, Fountain Valley, California 92708, 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

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

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

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

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one
10 (1) year commencing on July 1, 2013, and ending on June 30, 2014,
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

- 13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
14 amended as necessary to comply with all federal, state
15 and SUPERINTENDENT'S program requirements.
- 16 b. Certify to the STATE the amount of DISTRICT'S general
17 funds or any other funds allowed under federal law and
18 regulation expended on the allowable "Program
19 activities".
- 20 c. Certify to the STATE the availability and expenditure of
21 one hundred percent (100%) of the non-federal cost of
22 performing Program activities.
- 23 d. Certify to the STATE that DISTRICT expenditures
24 represent costs that are eligible for federal financial
25 participation for that fiscal year.
- e. Act as liaison between STATE and DISTRICT.

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

- 1 p. Review and submit the detailed quarterly invoice with
2 Claiming Unit Functions Grid to the STATE on behalf of
3 the DISTRICT and convey to the DISTRICT by warrant all
4 funds received on behalf of DISTRICT from the STATE less
5 any amount due the SUPERINTENDENT as defined in Section
6 5.0 of this AGREEMENT. No funds will be conveyed to
7 DISTRICT for invoices that have been disallowed by the
8 STATE.
- 9 q. Monitor compliance of DISTRICT with all Federal, State,
10 and SUPERINTENDENT'S PROGRAM requirements.
- 11 r. Review DISTRICT'S Operational Plan Audit/File at least
12 once every three (3) years.
- 13 s. Designate an employee to act as liaison to DISTRICT
14 regarding issues relating to this AGREEMENT.

15 3.0 RESPONSIBILITIES OF DISTRICT.

- 16 a. Responsibilities of SUPERINTENDENT and DISTRICT will be
17 amended as necessary to comply with all federal, state
18 and SUPERINTENDENT'S program requirements.
- 19 b. Assess MAA claiming potential within the DISTRICT and
20 determine which staff perform MAA activities and will
21 participate in the time survey and what direct charges,
22 if applicable, will be claimed.
- 23 c. Certify to the SUPERINTENDENT and STATE the amount of
24 DISTRICT'S general funds or any other funds allowed
25 under Federal law and regulations expended on the
allowable "Program activities".

- 1 d. Comply fully with all Title XIX Federal, State, and
2 SUPERINTENDENT'S Program requirements.
- 3 e. Certify to SUPERINTENDENT and STATE the availability and
4 expenditure, from allowable non-federal funding sources,
5 of one hundred percent (100%) of the cost of performing
6 Program activities.
- 7 f. Certify to SUPERINTENDENT and STATE expenditures
8 represent costs that are eligible for federal financial
9 participation for that fiscal year.
- 10 g. If subcontracting for Program coordination and training,
11 provide SUPERINTENDENT with a copy of the DISTRICT'S
12 contract with vendor.
- 13 h. Ensure that DISTRICT'S designated MAA Coordinator
14 attends quarterly Region 9 LEC MAA Coordinators
15 trainings and meetings.
- 16 i. Adhere to timelines established by the STATE and
17 SUPERINTENDENT for completion of Program documentation
18 (e.g., Program invoices, time surveys, reports, etc.).
19 Respond in a timely manner to all STATE and
20 SUPERINTENDENT requests for information and
21 documentation.
- 22 j. Respond to SUPERINTENDENT reviews with information and
23 corrected documents upon request.
- 24 k. Work with SUPERINTENDENT to resolve any outstanding
25 matters.

- 1 l. Appeal SUPERINTENDENT decision through the statewide
2 Local Educational Consortium (LEC) Advisory Committee
3 MAA LEA Appeals Process if necessary.
- 4 m. Conduct time survey trainings for all DISTRICT survey
5 participants.
- 6 n. Complete time studies, as required by the Centers for
7 Medicare and Medicaid Services (CMS), to determine the
8 amount of paid time spent on Program claimable
9 activities.
- 10 o. Ensure that MAA Time Survey forms are properly
11 administered according to Federal, STATE, and
12 SUPERINTENDENT requirements.
- 13 p. Ensure that Time Surveys needing correction are
14 corrected prior to inclusion in the MAA quarterly
15 invoice.
- 16 q. Provide SUPERINTENDENT with copies of completed
17 quarterly Time Survey forms upon request.
- 18 r. Develop and maintain at the DISTRICT an Operational
19 Plan/Audit File to include at a minimum the following:
- 20 • Training materials and original attendance
21 sheets
 - 22 • Original Time Survey forms and other Time
23 Survey documentation, including validation of
24 time survey participant attendance for the time
25 survey period
 - Time certification and supporting documentation
 for direct charge staff
 - Claiming Unit Functions Grids
 - Position Descriptions/Duty Statements
 - Medi-Cal Percentage documentation
 - Invoice documents and supporting documentation

- Contracts/MOU
- Organizational Charts
- School Calendar
- Resource Directories and outreach materials
- Program review documentation

- 1
- 2
- 3
- 4 s. Prepare and certify school-based MAA Invoices and
- 5 Claiming Unit Functions Grids in conformance with STATE
- 6 requirements.
- 7 t. Submit quarterly claim to SUPERINTENDENT within twelve
- 8 (12) months following the end of the quarter.
- 9 u. Provide SUPERINTENDENT with copies of MAA invoice
- 10 supporting documentation upon request.
- 11 v. Maintain Program claim documentation for a period of not
- 12 less than three (3) fiscal years after the end of the
- 13 quarter in which quarterly invoice payment is received
- 14 by the LEC. If an audit is in progress or is
- 15 forthcoming, all records relevant to the audit shall be
- 16 retained until completion of the audit or final
- 17 resolution, whichever is later. Such documentation
- 18 shall be subject, at all reasonable times, to inspection
- 19 and/or audit by the CMS or other Federal agencies,
- 20 STATE, and/or SUPERINTENDENT.
- 21 w. In the event an Invoice/Claiming Unit Functions Grid is
- 22 revised or is disallowed by STATE, agree to reimburse
- 23 SUPERINTENDENT within thirty (30) days of receipt of an
- 24 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
- 25 payment to the STATE for DISTRICT'S revised or
- disallowed Invoice/Claiming Unit Functions Grid.

- 1 x. Ensure no duplicative billings.
- 2 y. Hold SUPERINTENDENT harmless from any federal
3 disallowance of MAA claim payments made to DISTRICT by
4 the STATE.
- 5 z. Designate an employee to act as a liaison with
6 SUPERINTENDENT to provide DISTRICT specific information
7 relative to MAA Program administration and fiscal
8 issues.
- 9 aa. Complete and return with the fully executed AGREEMENT,
10 SUPERINTENDENT'S Medi-Cal Administrative Activities
11 (MAA) District Information 2013/2014 form, Appendix "A",
12 attached hereto and incorporated by reference herein.

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

23 5.0 FEE SCHEDULE.

24 A. Annual STATE Participation Fee. SUPERINTENDENT will be
25 responsible for DISTRICT share of the STATE Participation Fee, which
is based on the STATE'S cost for administering the MAA claiming

1 process. In the event that the Region 9 LEC shares of STATE costs
2 for the 2013/2014 fiscal year exceed the amount of the STATE costs
3 contracted with SUPERINTENDENT for the 2012/2013 fiscal year,
4 SUPERINTENDENT will reduce DISTRICT'S quarterly MAA claim
5 reimbursement for DISTRICT'S share of the STATE Participation Fee
6 increase.

7 B. SUPERINTENDENT'S Administrative Support Fees. After
8 SUPERINTENDENT has received reimbursement from the STATE for
9 DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT will transfer to
10 DISTRICT an amount equal to the Federal share of cost received as
11 reimbursement for DISTRICT'S MAA claim submitted by DISTRICT, less a
12 four and a half percent (4 1/2%) fee per quarterly claim which will
13 be used to support SUPERINTENDENT'S MAA administration.

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

25 6.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
this AGREEMENT, shall be and act as an independent contractor.

1 SUPERINTENDENT understands and agrees that he/she and all of his/her
2 employees shall not be considered officers, employees or agents of
3 the DISTRICT, and are not entitled to benefits of any kind or nature
4 normally provided employees of the DISTRICT and/or to which
5 DISTRICT'S employees are normally entitled, including, but not
6 limited to, State Unemployment Compensation or Workers'
7 Compensation. SUPERINTENDENT assumes full responsibility for the
8 acts and/or omissions of his/her employees or agents as they relate
9 to the services to be provided under this AGREEMENT. SUPERINTENDENT
10 shall assume full responsibility for payment of all federal, state
11 and local taxes or contributions, including unemployment insurance,
12 social security and income taxes with respect to SUPERINTENDENT'S
13 employees.

14 7.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times
15 enforce appropriate discipline and good order among its employees
16 and shall not knowingly employ any unfit person or anyone not
17 skilled in providing the services required under this AGREEMENT.
18 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S
19 opinion, is incompetent, unfit, intemperate, troublesome or
20 otherwise undesirable shall be excluded from providing services
21 under this AGREEMENT and shall not again provide services except
22 with written consent of DISTRICT.

23 8.0 COPYRIGHT.

24 A. DISTRICT understands and agrees that all forms, plans, and
25 related instructional materials developed by SUPERINTENDENT or
DISTRICT under this AGREEMENT shall become the exclusive property of

1 Department of Health Care Services. The Department of Health Care
2 Services shall have all right, title and interest in said matters,
3 including the right to secure and maintain the copyright, trademark
4 and/or patent all forms and related instructional materials
5 developed under this AGREEMENT.

6 9.0 HOLD HARMLESS.

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

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

23 10.0 CONFIDENTIALITY.

24 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality
25 of their respective records and information, governing the
confidentiality of client or student information for Medi-Cal

1 clients served under this AGREEMENT. Applicable laws include, but
2 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section
3 431.300, Welfare and Institutions Code, Section 14100.2 and 22
4 California Code of Regulations Section 51009 and all applicable
5 federal and/or state laws or regulations as each may now exist or be
6 hereafter amended. The confidentiality obligations contained in
7 this section shall survive termination of this AGREEMENT.

8 B. DISTRICT understands and agrees to take all reasonable
9 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S
10 agents' proprietary data provided for purposes of this AGREEMENT
11 hereinafter defined as; data file specifications, related
12 instructions, management reports, training materials, plans or other
13 information relating to the performance of SUPERINTENDENT'S agents
14 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant
15 to this AGREEMENT. DISTRICT shall not during or after the term of
16 this AGREEMENT, permit the copying, duplication, or use of any of
17 SUPERINTENDENT'S agents' proprietary data by or to any person other
18 than authorized employees, agents or representatives of DISTRICT.

19 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort
20 to assure that the information supplied to SUPERINTENDENT hereunder
21 shall be true, complete, and accurate in all respects. DISTRICT
22 shall assume sole responsibility for the truth, completeness and
23 accuracy of all information supplied to SUPERINTENDENT and agrees
24 that SUPERINTENDENT shall have no responsibility or liability for
25 the truth, completeness or accuracy of any information submitted by
DISTRICT hereunder.

1 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable
2 for damages or losses to DISTRICT employees, agents, independent
3 contractors or students relating to lost medical services or lost
4 data under this AGREEMENT. SUPERINTENDENT shall not be liable for
5 any sums DISTRICT does not obtain in reimbursement from the STATE,
6 or for any incidental, indirect, special or consequential damages to
7 DISTRICT arising from the denial of any request for reimbursement
8 from the STATE.

9 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this
10 AGREEMENT shall not be assigned by the DISTRICT without prior
11 written approval of SUPERINTENDENT.

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

21 15.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,
22 SUPERINTENDENT and DISTRICT agree that they shall not engage nor
23 employ any unlawful discriminatory practices in employment of
24 personnel or in any other respect on the basis of sex, race, color,
25 ethnicity, national origin, ancestry, religion, age, marital status,
medical condition, sexual orientation, physical or mental disability

1 or any other protected group in accordance with the requirements of
2 all applicable Federal or State law.

3 16.0 TOBACCO USE POLICY. In the interest of public health,
4 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
5 use of any tobacco products are prohibited in buildings and
6 vehicles, and on any property owned, leased or contracted for by the
7 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure
8 to abide with conditions of this policy could result in the
9 termination of this AGREEMENT.

10 17.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with
11 or without cause, terminate this AGREEMENT with the giving of thirty
12 (30) days prior written notice to the other party.

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

23 DISTRICT: Fountain Valley School District
24 10055 Slater Avenue
25 Fountain Valley, California 92708
Attn: _____

1 SUPERINTENDENT: Orange County Superintendent of Schools
2 200 Kalmus Drive
3 P.O. Box 9050
4 Costa Mesa, California 92628-9050
5 Attn: Patricia McCaughey

6 19.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
7 redress for violation of, or to insist upon, the strict performance
8 of any term or condition of this AGREEMENT shall not be deemed a
9 waiver by that party of such term or condition, or prevent a
10 subsequent similar act from again constituting a violation of such
11 term or condition.

12 20.0 SEVERABILITY. If any term, condition or provision of this
13 AGREEMENT is held by a court of competent jurisdiction to be
14 invalid, void, or unenforceable, the remaining provisions will
15 nevertheless continue in full force and effect, and shall not be
16 affected, impaired or invalidated in any way.

17 21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
18 shall be governed by the laws of the State of California with venue
19 in Orange County, California.

20 22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
21 attached hereto constitute the entire agreement among the Parties to
22 it and supercedes any prior or contemporaneous understanding or
23 agreement with respect to the services contemplated, and may be
24 amended only by a written amendment executed by both Parties to the
25 AGREEMENT.

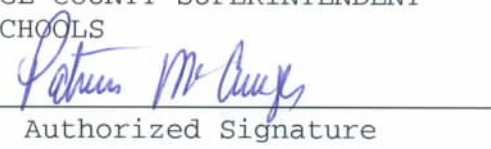
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IN WITNESS WHEREOF, the Parties hereto set their hands.

DISTRICT: FOUNTAIN VALLEY
SCHOOL DISTRICT
BY: 
Authorized Signature

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS
BY: 
Authorized Signature

PRINTED NAME: Stephen McMahon

PRINTED NAME: Patricia McCaughey

TITLE: Assistant Superintendent

TITLE: Coordinator

DATE: May 28, 2013

DATE: May 28, 2013

95-6001370
FEDERAL IDENTIFICATION NUMBER

Fountain Valley School District-MAA(39476)14
Zip9

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**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
 DISTRICT INFORMATION
 2013-2014**

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.

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
DISTRICT INFORMATION
2013-2014**

Appendix A

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
DFS/12-13 - 31

M E M O R A N D U M

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Approval of RESOLUTION 2013-30 Education Protection Account
(EPA) Funding and Spending Determinations**
DATE: June 19, 2013

BACKGROUND

In November of 2012, Proposition 30, The Schools and Local Public Safety Protection Act of 2012, was approved by the voters. Tax revenues from Proposition 30 are being deposited at the State level into a newly created Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the Governing Board make the spending determinations in an open session of a public meeting. The language in the Constitutional Amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

RECOMMENDATION

It is recommended that the Board of Trustees adopt **RESOLUTION 2013-30**, approving the expenditure of Education Protection Account funds received from the State quarterly during the 2013-14 fiscal year, and authorize the Superintendent or his designee to sign all documents.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2013-30
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the Governing Board of the District shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Governing Board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Governing Board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the Governing Board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 27, 2013

Sandra Crandall, President

Jimmy Templin, President Pro-Tem

Judith Edwards, Clerk

Ian Collins, Member

Jeanne Galindo, Member

2012-13 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Expenditures through: June 30, 2014
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources	8010-8099	5,114,279.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		5,114,279.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	5,114,279.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		5,114,279.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 115

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen L. McMahon, Assistant Superintendent, Business Services
DATE: June 20, 2013
SUBJECT: **RECOMMENDATION TO AWARD BID #13-01, NEWLAND PARKING
LOT**

BACKGROUND

Additional parking has been planned for Newland for some time. We have obtained the required City and State approvals. We advertised for bids as required and a mandatory job walk was held on June 18th. Bids will be submitted and opened on June 25th and we will bring the results with a recommendation to the Board meeting on June 27th.

The following contractors attended the job walk and we hope for bids from them all:

ACR Concrete and Asphalt, Sunset Beach
Allied Enterprises, City of Industry
Asphalt Fabric and Engineering, Inc., Signal Hill
Golden State Paving, Buena Park
Two Brothers Construction Co., Buena Park
Universal Asphalt Co., Santa Fe Springs

Funding for the project will be from Developer Fee Funds (Fund 25).

RECOMMENDATION

It is recommended that the Board of Trustees award Bid #13-01- Newland Parking Lot to _____ (lowest responsible bidder) and authorize the Superintendent or his designee to sign all documents on behalf of the District.

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