



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

April 3, 2014

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

M ___
 2nd ___
 V ___

STUDY SESSION

1. LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) STUDY SESSION

The Board of Trustees will participate in a study session in order to discuss the development of the District's Local Control Accountability Plan (LCAP) including sharing the input received by our community stakeholders, alignment of the plan with our District goals and interests, and the current implementation timeline.

- PLEDGE OF ALLEGIANCE will be led by Daisy Troop 968.

SPECIAL PRESENTATIONS

2. RECOGNITION OF OKA AND TAMURA SCHOOLS STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from both Oka and Tamura Schools.

3. RECOGNITION OF OKA AND TAMURA SCHOOLS PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Oka School, the Board shall recognize and thank Brenda Espinoza, Katy Garrett, and Andrea Gerhardt. From Tamura School, the Board shall recognize

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.

and thank Lionel Felix and Emmanuelle Rodriguez.

4. OUTSTANDING SERVICE AWARDS PRESENTATION

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Judy Edwards and board representative to the Outstanding Service Award Committee Jimmy Templin shall present the 2013-14 Outstanding Service Award to Ian Collins.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARING

5. PUBLIC HEARING FOR TENTATIVE AGREEMENT BETWEEN FVSD AND FVEA FOR 2013-14 YEAR

A public hearing shall be held for the purpose of receiving public comment on the temporary agreement between the Fountain Valley School District and FVEA for the 2013-14 year. Public input is welcomed.

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

6. DECLARATION OF NEED

M _____
2nd _____
V _____

Each year we file the Declaration of Need for Fully qualified Educators with the

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

Superintendent’s Recommendation: The Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.

7. PUBLIC DISCLOSURE OF CERTIFICATED AGREEMENT FOR 2013-2014

M _____
2nd _____
V _____

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, for the agreement between Fountain Valley School District and FVEA.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and FVEA for the 2013-14 school year

8. TENTATIVE AGREEMENT BETWEEN FVEA AND FVSD

M _____
2nd _____
V _____

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and FVEA for the 2013-14 school year. The Tentative Agreement was ratified by FVEA on March 19, 2014.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve this tentative agreement dated February 5, 2014.

9. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

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

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

Routine Items of Business

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

Consent Items

9-G. WILLIAMS QUARTERLY REPORT FOR THIRD QUARTER 2013-14

Superintendent's Comments: It is recommended that the Board of Trustees receives the Williams Quarterly Report for the third quarter of the 2013-14 year and approve its submittal to the Orange County Department of Education.

9-H. RESOLUTION 2014-08: IN CELEBRATION OF MAY 14, 2014 AS CALIFORNIA'S DAY OF THE TEACHER AND MAY 5-9, 2014 AS TEACHER APPRECIATION WEEK

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2014-08: In Celebration of May 14, 2014 as California's Day of the Teacher and May 5-9, 2014 as Teacher Appreciation Week.

9-I. RESOLUTION 2014-09: FOUNTAIN VALLEY SCHOOL DISTRICT'S CLASSIFIED EMPLOYEE WEEK: MAY 19-23, 2014

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2014-09: Fountain Valley School District's Classified Employee Week.

9-J. RESOLUTION 2014-10: RESOLUTION OF APPRECIATION TO OUR SCHOOL NURSES ON NATIONAL SCHOOL NURSE DAY, MAY 7, 2014

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2014-10: Resolution of Appreciation to our School Nurses on National School Nurse Day, May 7, 2014.

9-K. PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGUAGE PATHOLOGISTS DURING MAY 2014: BETTER SPEECH AND HEARING MONTH

Superintendent's Comments: It is recommended that the Board of Trustees approves the Proclamation of Appreciation to our Speech/Language Pathologists during May 2014: Better Speech and Hearing Month.

9-L. APPROVAL OF ORANGE COUNTY DEPARTMENT OF EDUCATION AS NETWORK SUPPORT SERVICES (INTRANET) PROVIDER UNDER E-RATE

Superintendent's Comments: It is recommended that the Board approve Agreement Number 40470, "2014-2015 Network Support Services Agreement," with the Orange County Department of Education for services to begin July 1, 2014 and end on June 30, 2015.

9-M. APPROVAL OF EDLIO WEB HOST CONTRACT SUBSCRIPTION

Superintendent's Comments: The Assistant Superintendent recommends the Edlio contract be approved by the Board of Trustees.

9-N. COPIER LEASE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached lease agreement with Leaf Capital Funding, LLC. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this lease agreement.

9-O. COUNTY OFFICE TRANSFER AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the agreement with the Orange County Department of Education for the transfer of County student revenue. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this agreement.

9-P. SPECIAL ED SETTLEMENT AGREEMENT – SIBLING A

Superintendent's Comments: It is recommended that the Board of Trustees approve the Settlement Agreement pertaining to Sibling 'A'. Settlement agreement beginning June 21, 2014 through the end of the 2014-2015 regular school year and authorize the Superintendent or designee to sign all documents.

9-Q. SPECIAL ED SETTLEMENT AGREEMENT – SIBLING B

Superintendent's Comments: It is recommended that the Board of Trustees approve the Settlement Agreement pertaining to Sibling 'B'. Settlement agreement beginning June 21, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

9-R. NOTICE OF COMPLETION / RESOLUTION OF ACCEPTANCE 2014-27

Superintendent's Comments: It is recommended that the Board of Trustees approve and accept the "Notice of Completion" and the "Resolution of Acceptance 2014-27" and authorize the Superintendent or his designee to sign all documents on behalf of the District.

9-S. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2014-15 SCHOOL

YEAR WITH THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES

Superintendent's Comments: It is recommended that the Board of Trustees approve the retainer agreement for legal services in 2014-15 with the Law Offices of Margaret A. Chidester & Associates.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

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

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, May 15, 2014 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 April 3, 2014

SO 13-14/B14-42
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: LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP) STUDY SESSION
DATE: March 27, 2014

Background:

The Board of Trustees will participate in a study session in order to discuss the development of the District's Local Control Accountability Plan (LCAP) including sharing the input received by our community stakeholders, alignment of the plan with our District goals and interests, and the current implementation timeline.

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent
FROM: Anne Silavs. Assistant Superintendent, Instruction
SUBJECT: *STUDENT RECOGNITION PROGRAM*
DATE: March 20, 2014

BACKGROUND INFORMATION

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on April 3, 2014, the following six students from **Oka and Tamura Schools** will be recognized.

Oka School

Tamura School

Kindergarten	Elizabeth Stone
First Grade	Kamryn Burgess
Second Grade	Sky Tran
Third Grade	Nhan Nguyen
Fourth Grade	Kaitlyn Pham
Fifth Grade	Connor DeBenon

Kindergarten	Justin Tran
First Grade	Darby McDonald
Second Grade	Bethany Walker
Third Grade	Faith Nguyen
Fourth Grade	Catherine Tyler
Fifth Grade	Sierra Pilarski

SO 13-14/B14-40
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Parent Volunteers: Oka and Tamura Schools**
DATE: March 27, 2014

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Oka and Tamura Schools will be recognized.

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

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

I am proud to name the outstanding and deserving volunteers being recognized from Oka and Tamura Schools:

Oka School

♥ Brenda Espinoza
♥ Katy Garrett
♥ Andrea Gerhardt

Tamura School

♥ Lionel Felix
♥ Emmanuelle Rodriguez

Board meeting of April 3, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
Superintendent's Office
M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **PRESENTATION OF OUTSTANDING SERVICE AWARD 2013-14:
IAN COLLINS**
DATE: March 27, 2014

Background:

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

The Outstanding Service Award Selection Committee reviewed the nominations submitted this year. The committee was proud to select one outstanding person to receive the Outstanding Service Award for 2013-14.

Congratulations to Ian Collins!

Board President Judy Edwards and board representative to the Outstanding Service Award Jimmy Templin shall present the 2013-14 Outstanding Service Award to NAME this evening.

/rl

Ref: Board Policy 1150.1

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION, (FVEA)

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on April 03, 2014 at 7:00 p.m. in the Board Room located at 10055 Slater Avenue, Fountain Valley, CA, will conduct a public hearing on the proposed tentative agreement for the 2013-14 year between the District and the Fountain Valley Education Association, (FVEA).

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Marc Ecker, Ph.D., Superintendent

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: Declaration of Need 2014-2015 School Year
DATE: March 15, 2014

BACKGROUND

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

IMPACT

The Declaration will allow all positions to be staffed with appropriate credentials, emergency credentials, or credential waivers. This also is required for substitute teachers. We cannot apply for substitute teacher permits until this form is submitted.

RECOMMENDATION

The Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

- Original Declaration of Need for year: 2014-2015
 Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: FOUNTAIN VALLEY SCHOOL DISTRICT District CDS Code: 66498
 Name of County: ORANGE County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04 / 03 / 2014 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2015.

Submitted by (Superintendent, Board Secretary, or Designee):

<u>MARC ECKER, Ph.D</u>	✓	<u>SUPERINTENDENT</u>
<small>Name</small>	<small>Signature</small>	<small>Title</small>
<u>714-843-3257</u>	<u>714-843-3223</u>	<u>March 17, 2014</u>
<small>Fax Number</small>	<small>Telephone Number</small>	<small>Date</small>
<u>10055 SLATER AVE FOUNTAIN VALLEY, CA 92708</u>		
<small>Mailing Address</small>		

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____
 Name of State Agency _____
 Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____ / ____ / ____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
<input type="checkbox"/> CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
<input checked="" type="checkbox"/> Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: <u>Vietnamese, Spanish, Arabic</u>	2
<input type="checkbox"/> Resource Specialist	_____
<input checked="" type="checkbox"/> Teacher Librarian Services	_____
<input type="checkbox"/> Visiting Faculty Permit	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	1
Special Education	2
TOTAL	3

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved intern program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university intern program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an intern program.

OCDE, CSUF, CSULB, NATIONAL, AZUSA PACIFIC, DOMINGUEZ HILLS,
VANGUARD, CHAPMAN, UNIVERSITY OF PHOENIX, CHAPMAN

If no, explain why you do not participate in an intern program.

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/13-14 - 56

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: Public Disclosure of Certificated Agreement for 2013-2014
DATE: March 24, 2014

BACKGROUND

On March 19, 2014, the Fountain Valley Education Association (FVEA) ratified the "Tentative Agreement" between FVEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

Attached is the Public Disclosure of Collective Bargaining Agreement in accordance with **AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449**, for the agreement between Fountain Valley School District and FVEA.

IMPACT

Under this agreement, there is no fiscal impact in the current year 2013-14. Beginning July 01, 2014 the total compensation of the agreement for Certificated Bargaining Unit Members will be \$203,414. Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective July 1, 2013 thru June 30, 2014.

RECOMMENDATION

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and FVEA for the 2013-14 school year.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fountain Valley Elementary School District - Fountain Valley Education

School District - Bargaining Unit: Association (FVEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2013 and ending: June 30, 2014
(date) (date)

The Governing Board will act upon this agreement on: April 3, 2014
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2013/14	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2014/15	Year 2 Increase/(Decrease) FY 2015/16	Year 3 Increase/(Decrease) FY 2016/17
1 Salary Schedule Increase (Decrease)	\$ 23,745,843.00	\$ 195,243	\$ -	\$ -
		0.82%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.) Description of other compensation	\$ -	\$ (15,000)	\$ -	\$ -
		0.00%	0.00%	0.00%
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ -	\$ 23,171	\$ -	\$ -
		%	0.00%	0.00%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 23,745,843	\$ 203,414.00	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	264.82	0	0	0
8 Total Compensation <u>Average</u> Cost per Employee	\$ 89,668	\$ -	\$ -	\$ -
		0.00%		

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

1% effective July, 2014.

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

None.

11. Please include comments and explanations as necessary.

None.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No

If yes, please describe the cap amount.

The cap is \$8k per employee.

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

None.

- E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?** "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

The fiscal impact of the agreeent is \$203,414. This expense is offset by new funding received from the Local Control Funding Formula.

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

None.

G. Source of Funding for Proposed Agreement

1. Current Year

None in the current year. Increased revenue from the implementation of the Local Control Funding Formula in 2014-15.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

The increase in salary expense is supported in out years by increased LCFF revenue.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)
1% increase to take effect in 2014-15 and be paid for by LCFF funds.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 01/31/2014)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF/Revenue Limit Sources (8010-8099)	\$ 35,729,970	\$ -	\$ -	\$ 35,729,970
Remaining Revenues (8100-8799)	\$ 1,365,947	\$ -	\$ -	\$ 1,365,947
TOTAL REVENUES	\$ 37,095,917	\$ -	\$ -	\$ 37,095,917
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 18,793,134	\$ -	\$ -	\$ 18,793,134
Classified Salaries (2000-2999)	\$ 4,827,873	\$ -	\$ -	\$ 4,827,873
Employee Benefits (3000-3999)	\$ 6,052,875	\$ -	\$ -	\$ 6,052,875
Books and Supplies (4000-4999)	\$ 809,166	\$ -	\$ -	\$ 809,166
Services, Other Operating Expenses (5000-5999)	\$ 1,563,441	\$ -	\$ -	\$ 1,563,441
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (138,556)	\$ -	\$ -	\$ (138,556)
Other Adjustments				
TOTAL EXPENDITURES	\$ 31,907,933	\$ -	\$ -	\$ 31,907,933
OPERATING SURPLUS (DEFICIT)	\$ 5,187,984	\$ -	\$ -	\$ 5,187,984
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,626,605	\$ -	\$ -	\$ 1,626,605
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (6,873,158)	\$ -	\$ -	\$ (6,873,158)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (58,569)	\$ -	\$ -	\$ (58,569)
BEGINNING BALANCE	\$ 2,306,818			\$ 2,306,818
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,248,249	\$ -	\$ -	\$ 2,248,249
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000		\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 135,641		\$ -	\$ 135,641
Reserve for Economic Uncertainties (9789)	\$ 1,459,709	\$ -	\$ -	\$ 1,459,709
Unassigned/Unappropriated (9790)	\$ 517,899	\$ -	\$ -	\$ 517,899

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 01/31/2014)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF/Revenue Limit Sources (8010-8099)	\$ 785,951	\$ -	\$ -	\$ 785,951
Remaining Revenues (8100-8799)	\$ 8,031,821	\$ -	\$ -	\$ 8,031,821
TOTAL REVENUES	\$ 8,817,772	\$ -	\$ -	\$ 8,817,772
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,952,709	\$ -	\$ -	\$ 4,952,709
Classified Salaries (2000-2999)	\$ 3,976,775	\$ -	\$ -	\$ 3,976,775
Employee Benefits (3000-3999)	\$ 2,247,473	\$ -	\$ -	\$ 2,247,473
Books and Supplies (4000-4999)	\$ 1,939,026	\$ -	\$ -	\$ 1,939,026
Services, Other Operating Expenses (5000-5999)	\$ 2,960,822	\$ -	\$ -	\$ 2,960,822
Capital Outlay (6000-6599)	\$ 375,273	\$ -	\$ -	\$ 375,273
Other Outgo (7100-7299) (7400-7499)	\$ 271,490	\$ -	\$ -	\$ 271,490
Direct Support/Indirect Cost (7300-7399)	\$ 25,458	\$ -	\$ -	\$ 25,458
Other Adjustments				
TOTAL EXPENDITURES	\$ 16,749,026	\$ -	\$ -	\$ 16,749,026
OPERATING SURPLUS (DEFICIT)	\$ (7,931,254)		\$ -	\$ (7,931,254)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,873,158	\$ -	\$ -	\$ 6,873,158
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,058,096)	\$ -	\$ -	\$ (1,058,096)
BEGINNING BALANCE	\$ 1,848,223			\$ 1,848,223
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 790,127		\$ -	\$ 790,127
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 790,127	\$ -	\$ -	\$ 790,127
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 01/31/2014)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF/ Revenue Limit Sources (8010-8099)	\$ 36,515,921	\$ -	\$ -	\$ 36,515,921
Remaining Revenues (8100-8799)	\$ 9,397,768	\$ -	\$ -	\$ 9,397,768
TOTAL REVENUES	\$ 45,913,689	\$ -	\$ -	\$ 45,913,689
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 23,745,843	\$ -	\$ -	\$ 23,745,843
Classified Salaries (2000-2999)	\$ 8,804,648	\$ -	\$ -	\$ 8,804,648
Employee Benefits (3000-3999)	\$ 8,300,348	\$ -	\$ -	\$ 8,300,348
Books and Supplies (4000-4999)	\$ 2,748,192	\$ -	\$ -	\$ 2,748,192
Services, Other Operating Expenses (5000-5999)	\$ 4,524,263	\$ -	\$ -	\$ 4,524,263
Capital Outlay (6000-6599)	\$ 375,273	\$ -	\$ -	\$ 375,273
Other Outgo (7100-7299) (7400-7499)	\$ 271,490	\$ -	\$ -	\$ 271,490
Direct Support/Indirect Cost (7300-7399)	\$ (113,098)	\$ -	\$ -	\$ (113,098)
Other Adjustments				
TOTAL EXPENDITURES	\$ 48,656,959	\$ -	\$ -	\$ 48,656,959
OPERATING SURPLUS (DEFICIT)	\$ (2,743,270)	\$ -	\$ -	\$ (2,743,270)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,626,605	\$ -	\$ -	\$ 1,626,605
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,116,665)	\$ -	\$ -	\$ (1,116,665)
BEGINNING BALANCE	\$ 4,155,041			\$ 4,155,041
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 3,038,376	\$ -	\$ -	\$ 3,038,376
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 790,127	\$ -	\$ -	\$ 790,127
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 135,641	\$ -	\$ -	\$ 135,641
Reserve for Economic Uncertainties (9789)	\$ 1,459,709	\$ -	\$ -	\$ 1,459,709
Unassigned/Unappropriated (9790)	\$ 517,899	\$ -	\$ -	\$ 517,899

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	2013-14	2014-15	2015-16
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF/ Revenue Limit Sources (8010-8099)	\$ 36,515,921	\$ 40,112,266	\$ 4,210,334
Remaining Revenues (8100-8799)	\$ 9,397,768	\$ 8,335,779	\$ 46,305,842
TOTAL REVENUES	\$ 45,913,689	\$ 48,448,045	\$ 50,516,176
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 23,745,843	\$ 24,462,546	\$ 24,951,711
Classified Salaries (2000-2999)	\$ 8,804,648	\$ 8,969,079	\$ 9,049,826
Employee Benefits (3000-3999)	\$ 8,300,348	\$ 8,507,857	\$ 8,652,490
Books and Supplies (4000-4999)	\$ 2,748,192	\$ 1,567,815	\$ 1,724,564
Services, Other Operating Expenses (5000-5999)	\$ 4,524,263	\$ 3,798,359	\$ 4,178,194
Capital Outlay (6000-6999)	\$ 375,273	\$ 126,561	\$ 139,217
Other Outgo (7100-7299) (7400-7499)	\$ 271,490	\$ 443,563	\$ 460,179
Direct Support/Indirect Cost (7300-7399)	\$ (113,098)	\$ (95,000)	\$ (95,000)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 48,656,959	\$ 47,780,780	\$ 49,061,181
OPERATING SURPLUS (DEFICIT)	\$ (2,743,270)	\$ 667,265	\$ 1,454,995
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,626,605	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (1,116,665)	\$ 667,265	\$ 1,454,995
BEGINNING BALANCE	\$ 4,155,041	\$ 3,038,376	\$ 3,705,641
CURRENT-YEAR ENDING BALANCE	\$ 3,038,376	\$ 3,705,641	\$ 5,160,636
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 790,127	\$ 786,013	\$ 1,672,383
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 135,641	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ 1,459,709	\$ 1,433,424	\$ 1,471,835
Unassigned/Unappropriated (9790)	\$ 517,899	\$ 1,351,204	\$ 5,160,636

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2013-14	2014-15	2015-16
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 48,656,959	\$ 47,780,780	\$ 49,061,181
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,459,709	\$ 1,433,423	\$ 1,471,835

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,459,709	\$ 1,433,424	\$ 1,471,835
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 517,899	\$ 1,351,204	\$ 5,160,636
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 1,977,608	\$ 2,784,628	\$ 6,632,471
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below:

The changes take affect beginning in 2014-15.

6. Please include any additional comments and explanations of Page 4 as necessary:

None.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fountain valley School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the CSEA Bargaining Unit, during the term of the agreement from July 01, 2013 to June 30, 2014.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	\$203,414
Ending Balance Increase (Decrease)	-

N/A ____ (No budget revisions necessary)

District Superintendent
 (Signature)

Date

Chief Business Officer
 (Signature)

Date

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Scott R. Martin

Contact Person

714-843-3249

Phone



**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DEPARTMENT
MEMORANDUM**

To: Dr. Marc Ecker, Superintendent

From: Cathie Abdel, Assistant Superintendent, Personnel

Subject: Tentative Agreement between FVEA and FVSD

Date: March 24, 2014

BACKGROUND

On February 5, 2014 the Fountain Valley Education Association and the Fountain Valley School District reached a "Tentative Agreement" on all matters subject to collective bargaining for the contract year July 1, 2013 through June 30, 2014. On March 19, 2014, the Association notified the District their members have ratified changes to the collective bargaining agreement. With the Fountain Valley School District's Board of Trustees' ratification, these changes become part of the 2013-2014 Certificated Agreement.

RECOMMENDATION

It is recommended that the Board of Trustees approve this tentative agreement dated February 5, 2014.

Tentative Agreement Between
Fountain Valley School District and
Fountain Valley Education Association
February 5, 2014

1. A 1% increase to the certificated salary schedule effective July 1, 2014.

CONTRACT LANGUAGE ADDITIONS/CHANGES

ARTICLE III: GRIEVANCE

D. FORMAL

3. Level III

If the grievant is not satisfied with the decision at Level II, he/she may, within fifteen (15) days after a decision by the **Superintendent or designee** ~~Deputy Superintendent~~, request in writing that the grievance be submitted to conciliation. If the grievant requests conciliation, the parties will, within fifteen (15) days after receiving the request, contact the California Conciliation Service (if available from State of California) and set a meeting with a conciliator for as soon as possible for all parties.

ARTICLE VII: WAGES

X. STIPENDS

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

504 Coordinator	-	\$1000 total per school year/per school
GATE Coordinator	-	\$500 total per school year/per school
School Based Coordinator		
Programs/SBCP Assistant	-	Hourly Stipend not to exceed \$2000 total per school year/per school

Year-long stipend positions will be paid in 9 equal installments or 3 equal installments at the end of the following months: November, March and June.

Coaching stipends will be paid at the end of each tournament season on the next available payroll cycle.

Executed this day of February 5, 2014



Ed Eldridge, President FVEA



Cathie Abdel, Assistant Superintendent, Personnel

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

March 13, 2014

MINUTES

President Edwards called the regular meeting of the Board of Trustees to order at 5:00pm. **CALL TO ORDER**

The following board members were present: **ROLL CALL**

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

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

Second: Mr. Templin

Vote: 5-0

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

Mrs. Edwards announced that the Board would retire into Closed Session. Action was anticipated. The following would be addressed: **CLOSED SESSION**

- **Personnel Matters:** *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- **Negotiations:** *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

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

The public portion of the meeting resumed at 7pm.

PLEDGE OF ALLEGIANCE

Boy Scout Troops 455 and 567 led the Pledge of Allegiance.

Mr. Templin made the following Closed Session announcements:

CLOSED SESSION ANNOUNCEMENTS

In closed session, the governing board took action on the motion of Mrs. Crandall, seconded by Mr. Templin and a vote of 5 to 0 to approve a Compromise and Release Agreement between the District and a certificated employee, number 3197.

In closed session, the governing board took action on the motion of Mrs. Crandall, seconded by Mrs. Galindo and a vote of 5 to 0 to authorize the Superintendent or designee to notice 19.08 FTE teachers on temporary contract on or before March 15, 2014 of release from District employment at the conclusion of the current 2013-14 school year pursuant to Education Code section 44954(b).

SPECIAL PRESENTATIONS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Courreges School. From Courreges School, the Board honored Cameron Cox (K), Jonathan Arroyo (1st), Sahanou Bun (2nd), Aubri Bradshaw (3rd), Tiffany Burch (4th), and Simon Nghe (5th). The Board was joined by family members and staff in congratulating these students for their outstanding achievements.

RECOGNITION OF COURREGES SCHOOL STUDENTS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Courreges School, the Board recognized and thanked Sarah Svartstrom, Erin Volz and Trish Rintoul. The Board was joined by Courreges staff and PTA members in thanking these students for all that they do for Courreges School.

RECOGNITION OF COURREGES SCHOOL PARENT VOLUNTEERS

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Chris Fullerton and Director, Fiscal Services, Scott Martin presented and reviewed with the

SECOND INTERIM REPORT PRESENTATION

(WRITTEN AND ORAL)

Board of Trustees the Second Interim Report for the Fountain Valley School District. Mr. Martin reviewed the district mission statement. Regarding the State economy, he noted that State General Revenues YTD of \$61.5 billion are roughly \$1.5 billion over projections. He reviewed economic indicators for the state including new auto registrations, median home price, single family home sales, new residential permits, and civilian labor force, all showing positive growth over last year with the exception of single family home sales. He also noted the Second Interim assumptions including average daily attendance of 6150.29. He reviewed the second interim revenues noting total revenues of \$45,913,689, an increase of 1.21% over last year, including \$200,000 in new mental health funds, increases in local revenues by donations and grants received, and Federal sequestration of 5.2% continued in the current year. Regarding expenditures, he noted \$48,656,959 total expenditures, a decrease from last year of 3.77%. He noted that salaries and benefits appear to be reasonable and the expectation is that overall the expenses will decrease by yearend due to “rollover”. He noted a total ending General Fund balance of \$3,038,376, a change of ending balance from the first interim report of 26.44%, due to restricted funds from Common Core being moved up to expenditures. Mrs. Fullerton reviewed multiyear projections, noting that LCFF does add increased uncertainty in assessing the levels of funding for future years; increased LCFF revenue is based on a conservative estimate. She noted as well that the changing environment creates a greater need for contingency reserves. Multiyear projections are very preliminary and will change. She reviewed risk factors for multiyear projections including costs associated with implementation of the LCAP, meeting Grade Span Adjustment targets and maintaining programs that were previously “categorical”. She noted the Governor’s goals for LCFF including increased transparency, reduced administrative burden, improved funding equity and improved accountability. She noted the LCFF target for our district in 2020-21 of \$49,074,528, made up of base grants, grade span adjustment, supplemental grants and concentration grants (something this district is not eligible for). She reviewed then the 2014-15 LCFF calculations, beginning with the 2020-21 LCFF target leading to a proposed LCFF revenue for 2014-15 of \$40,112,266 less transfer for students in county programs bringing a net estimated 2014-15 LCFF revenue of \$39,963,703 an increase of unrestricted funds of \$3,345,888. She reviewed as well the LCAP eight priority areas including basic conditions of learning, implementation of state standards, parent involvement, pupil achievement, pupil engagement, school climate, course

access and other pupil outcomes. She also reviewed the LCAP and budget approval timeline for the district.

PUBLIC HEARINGS

The Board of Trustees held a public hearing for the purpose of receiving public comment on the initial contract proposal between the Fountain Valley School District and the California School Employees’ Association, Chapter 358. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

PUBLIC HEARING ON INITIAL CONTRACT PROPOSAL BETWEEN FVSD AND CSEA, CHAPTER 358 FOR 2014-15

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo attended the FVEF meeting, noting that there is still a great need for volunteers for the upcoming Mr. Fountain Valley event. She also attended the Monster Concert and watched the OCDE webinar on the Local Control Funding Formula.

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins attended the Monster Concert, the FVEF meeting, the Talbert Jog-a-thon, the Sacramento Safari orientation, the District Art Show, the OCDE LCFF presentation, the PTA Administrative Dinner and visited Oka School. He noted as well attending the Children’s Needs Task Force where a presenter addressed the group on increased awareness for special needs students in our schools.

Mr. Templin attended the Taste of Fountain Valley, which he very much enjoyed, noting the good feedback that he heard from the community as well. He noted looking forward to the Mr. Fountain Valley event. He also attended the SPC meeting and State SELPA, participating in a LCAP workgroup and an ADR workgroup. Although he missed the Monster Concert, he commended the board and the management team for their support over the last month as he dealt with an increased work schedule.

Mrs. Crandall congratulated Jeanette Knutsen and Kevin Yamabe for their recent recognition. She attended the OCSBA dinner meeting, the HUC recognition luncheon, where Dr. Ecker was honored, the Mayor’s Breakfast, the Taste of Fountain Valley, the OCDE math trainings for our middle school and K-1 teachers, and greeted the Distinguished School validation team at Gisler School, attended the Monster Concert, Plavan’s 3rd grade wax museum, the Parent Information meeting regarding Early Education options in the District, the District Art Show, the Fountain Valley 5K Fun Run, the Chamber of Commerce

Business Award Luncheon, and the Twilight meeting with the Boys and Girls Club.

Mrs. Edwards attended the WOCCE Superintendent’s meeting honoring Jeanette Knutsen and Kevin Yamabe, the Distinguished School validation visits at Gisler and Courreges Schools, and the OCDE LCFF presentation.

PUBLIC COMMENTS

There were three requests to address the Board. Two parents addressed the Board regarding elementary music in the district. The FVEA president addressed the Board regarding the Common Core.

PUBLIC COMMENTS

LEGISLATIVE SESSION

- | | | |
|----------------|---|--|
| Motion: | Mr. Templin moved to approve the 2014 CSBA Delegate Assembly nominees as discussed. | 2014 CSBA
DELEGATE
ASSEMBLY
ELECTION – REGION
15 |
| Second: | Mr. Collins | |
| Vote: | 5-0 | |
| Motion: | Mrs. Crandall moved to approve the 2013-14 Second Interim Report. | APPROVAL OF 2013-
14 SECOND INTERIM
REPORT |
| Second: | Mrs. Galindo | |
| Vote: | 5-0 | |
| Motion: | Mr. Collins moved to approve the 2012-13 Program Effectiveness Results. | 2012-13 PROGRAM
EFFECTIVENESS
RESULTS |
| Second: | Mr. Templin | |
| Vote: | 5-0 | |
| Motion: | Mr. Templin moved to approve the Consent Calendar. | CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS |
| Second: | Mrs. Galindo | |
| Vote: | 5-0 | |

The Consent Calendar included:

- Board Meeting Minutes from the February 6th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Agreement for District Participation in the Twilight Education Project
- Receipt of California School Employees' Association, Chapter 358 Initial Proposal for 2014-15
- Presentation of Fountain Valley School District's 2014-15 Initial Proposal to California School Employees' Association, Chapter 358
- Approval of Orange County Department of Education as Service Provider Under E-Rate: Agreement #39035 – Amendment 1: Intranet Network Support Services Agreement
- Approval of Orange County Department of Education as Service Provider Under E-Rate: Agreement #39056 – Amendment 1: Internet Network Support Services Agreement
- Approval of Orange County Department of Education as Service Provider Under E-Rate: Agreement #40342 – Internet Access Agreement
- American Language Services
- Edge of Town Productions, LLC
- Approval of the 2014 Special Education Extended School Year Program
- Lifesigns
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$960	7/1/2013-6/30/2014
Cornerstone Therapies	\$960	1/21/2014-6/30/2014
Cornerstone Therapies	\$795	10/1/2013-6/30/2014
Cornerstone Therapies	\$960	7/1/2013-6/30/2014
Cornerstone Therapies	\$960	2/20/2014-6/30/2014
Cornerstone Therapies	\$960	7/1/2013-6/30/2014

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Ecker Thanked Mrs. Fullerton and Mr. Martin for their thorough reports this evening.

Dr. Ecker Noted his recent visits to our sites and the

uniqueness of this year with the focus on the Common Core State Standards, including the numerous trainings on implementation. He noted the increased technology being used by our students, with a focus on text-based evidence and deeper explanation of answers. He noted the hard work involved in implementation, noting as well that if you are not challenged you cannot change. He applauded our certificated staff for their efforts.

Dr. Ecker Noted that regarding vocal music, this is something that we all love and a difficult choice to make to shift the \$50,000 from this program to instrumental music at our middle schools. We will try our best to get this back.

ADJOURNMENT

Motion: Mr. Templin moved to adjourn the meeting at 8:52pm.

Second: Mr. Collins

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
April 3, 2014**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
1.1.1	Francis, Shereen	Teacher on Leave	Science Teacher	06/18/2014
1.1.2	Guzman, Jennie	Teacher on Leave	SDC	06/18/2014
1.1.3	Wright, Abby	District Office	Director, Support Services	07/01/2014

1.2 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>
1.2.1	Adams, Timothy	Gisler	Teacher	Medical	03/03/2014
1.2.1	Jackson, Maryellen	Masuda	Teacher	Maternity	03/17/2014
1.2.2	Dilday, Shannon	Talbert	School Psy.	Maternity	03/05/2014
1.2.4	McWhorter, Jenny	Talbert	RSP	Maternity	04/21/2014
1.2.3	Warman, Nicole	Talbert	RSP	Maternity	03/20/2014

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.3.1	Whelan, Kathleen	Teacher	Courreges	06/18/2014
1.3.2	Barnes, Nancy	Speech	Plavan	06/18/2014
1.3.3	Pitaccio, Patti	Teacher	Tamura	06/18/2014

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF THE FOLLOWING NEW CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Chin, Sandra	Oka	Early Kindergarten	03/03/2014
2.1.2	Palitz, Christine	Oka	SAA	03/10/2014

2.2 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>
2.2.1	Sleigh, Jon	Maintenance	Locksmith	FMLA	03/04/2014
2.2.2	Mendez, Susan	P/S Instructor	Oka	Medical	03/13/2014

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.3.1	Headland-Wauson, Martin	Carpenter	Maintenance	08/22/2014
2.3.2	Ramirez, Consuelo	P/S Instructor	Oka	06/18/2014
2.3.3	Valles, Ken	Materials Expediter	Maintenance	05/31/2014
2.3.4	Colville, Micki	SAA	Oka	06/30/2014
2.3.5	Kulungian, Karen	SLPA	Newland	06/18/2014

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE RESIGNATION OF CLASSIFIED EMPLOYEE ERIN KNOX, ESP INSTRUCTOR AT GISLER SCHOOL, EFFECTIVE 03/11/2014.

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROBATIONARY DISMISSAL OF CLASSIFIED EMPLOYEE #3283, INSTRUCTIONAL ASSISTANT VIETNAMESE AT OKA SCHOOL, EFFECTIVE 03/07/2014.

3.0 INDEPENDENT CONTRACTOR AGREEMENT:

3.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF A SCHOOL NURSE STUDENT TEACHING AGREEMENT WITH BIOLA UNIVERSITY, INC, EFFECTIVE APRIL 3, 2014.

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

April 3, 2014

<i>INSTRUCTION</i>

4.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	MINNESANG, Patricia (District-Wide)	Coordinating and consulting for textbook Orders	\$1,500.00	01-239-5298-1356	2013-2014 school year
4.2	GAULDIN, Sue (CR) MCCOMBS, Michelle (CR) WORKMAN, Tiffini (CR) DESORMIERS, Carrie (Cox) HORNBUCKLE, Lisa (Cox) REED, Trudy (Cox) RICHARDS, Jill (Cox) TAKEUCHI, Emily (Cox) KNOBEL, Joanna (Gis) NUNN, Carissa (Gis) JOHNSTON, Terry (New) RASSEY, Diane (Oka) KEEFER, Debra (PI) MOOTHART, Lindsey (PI) TERICH, Amelia (PI) YAMABE, Kevin (PI) DAO, Huong (Tam) QUEEN, Alicia (Tam) (Assess & Acct)	EL Intervention class teacher	Employee's hourly rate	Various budgets	3/3/2014 - 5/30/2014

REASON FOR LATE SUBMITTAL: Did not have names of all of the teachers in time for the March Board meeting approval.

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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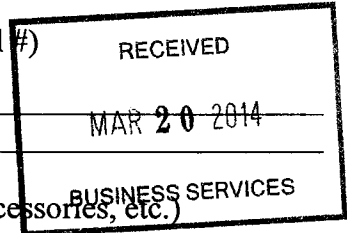
SCHOOL RECEIVING DONATION: District Office ~ Curriculum & Instruction Department

NAME OF DONOR: FVHS Royal Regiment Booster Association

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.)
\$519.00 check #5088

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: 01.009.9900 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01.009.9275.5899

INTENDED USE: (State how this will be used) For future instrumental needs for Fulton, Masuda and Talbert which might include instrument repair or purchases, festival costs, transportation costs new music, equipment, etc.

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Principal/Department Head Date

REVIEWED: [Signature] APPROVED DISAPPROVED: 3-21-14
Assistant Superintendent Date
Business/Administration

REVIEWED: [Signature] APPROVED DISAPPROVED: 3-19-14
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: April 3, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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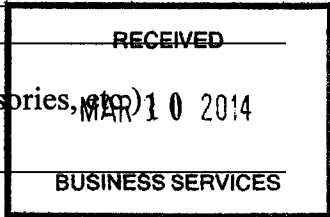
SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.) \$2,011.00
check 4537

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: 010290000-8699

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

INTENDED USE: (State how this will be used) After school programs, ASB & 8th Gr. stipends, Release time, and benefits

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED Date: 3/10/14
Principal/Department Head

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED Date: 3/10/14
Assistant Superintendent
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: A Snail's Pace

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.) \$43.17

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

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

RECEIVED
MAR 25 2014
BUSINESS SERVICES

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

REVENUE ACCT: 010290000-8699

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

INTENDED USE: (State how this will be used) PE /track supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 3/24/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 3/25/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

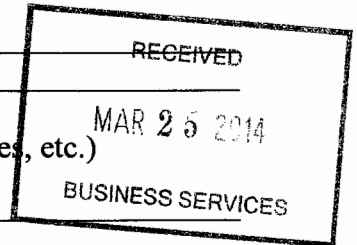
NAME OF DONOR: Pacific Life Grant

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.) \$3,000

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: 010290000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010122929-4310

INTENDED USE: (State how this will be used) Teacher training for Common Core Standards

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/24/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/25/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 4/3/14

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.)
\$2115.73

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 and Basketball coach stipends, pay for after school clubs

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/21/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/25/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #1084669 in the amount of \$252.00

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

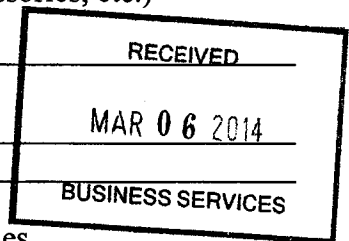
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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



REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/4/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/7/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #5475 in the amount of \$59.62

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

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



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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/3/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 3/4/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Oka PTO

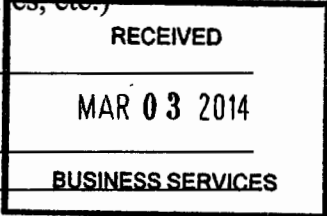
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #5472 in the amount of \$150

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

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

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

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



INTENDED USE: (State how this will be used) Purchase instructional supplies/Jimenez

REVIEWED: *Eif Nell* APPROVED/DISAPPROVED: 2/27/2014
Principal/Department Head Date

REVIEWED: *Cher* APPROVED/DISAPPROVED: 3/4/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

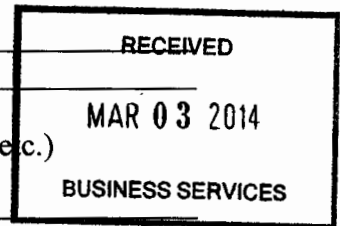
NAME OF DONOR: Boeing

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 #32569 in the amount of \$500

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

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

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



REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

INTENDED USE: (State how this will be used) Purchase Chromebook or accessories for Chromebooks

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 2/27/2014
Principal/Department Head Date

REVIEWED: *[Signature]* APPROVED/DISAPPROVED: 3/4/13
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 4/3/14

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.)
\$19.79 Check 3808

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

RECEIVED
MAR 12 2014
BUSINESS SERVICES

REVENUE ACCT: 010380000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010143889-4310

INTENDED USE: (State how this will be used) Noon League sports equipment

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 3/11/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 3/12/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

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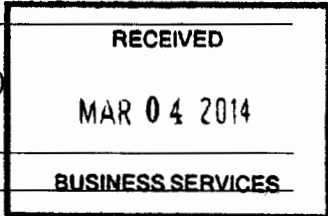
SCHOOL RECEIVING DONATION: Tamura Elementary

NAME OF DONOR: PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$717.60 Check #3439

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: 010100000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 5811

INTENDED USE: (State how this will be used) Transportation for 2nd Grade to Mariners Church

REVIEWED: *Kabbe* APPROVED/DISAPPROVED: 2/28/14
Principal/Department Head Date

REVIEWED: *Chen* APPROVED/DISAPPROVED: 3/4/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 4/3/14

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: CHRISTINE FULLERTON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – APRIL 3, 2014
DATES 03/06/14 – 03/24/14
WARRANT NUMBERS 64904 - 65143

01 GENERAL	\$	444,435.45
12 CHILD DEVELOPMENT	\$	7,057.60
13 CAFETERIA	\$	28,698.13
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	32,059.00
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	15,640.60
68 WORKERS COMPENSATION	\$	62,093.45
69 INSURANCE	\$	357,160.77
TOTAL	\$	947,145.00

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 04/03/2014

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4236	BUS WEST	2,040.03	2,040.03	016929395 4349	7230 Home-to-School Transportation / Transportation Supplies
H20M4237	WESTERN EXTERMINATOR	185.00	185.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Maintenance
H20M4238	TURF STAR INC.	87,457.58	87,457.58	012899390 6420	Gardening / Equipment-Machinery, Vehicles
H20M4239	BIG TEX TRAILERS	6,137.00	6,137.00	012899390 6420	Gardening / Equipment-Machinery, Vehicles
H20M4240	WINNER CHEVROLET INC.	25,168.64	25,168.64	012899390 6420	Gardening / Equipment-Machinery, Vehicles
H20M4255	AMERICAN ENVIRONMENTAL SPECIAL	1,000.00	1,000.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
H20M4256	ASSOCIATED LABORATORIES	150.00	150.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
H20M4257	CRANDALL'S PLUMBING INC.	2,000.00	2,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Maintenance
H20M4258	R JENSEN CO INC.	1,900.00	1,900.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Maintenance
H20M4260	ALLIED REFRIGERATION INC.	350.00	350.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4261	DIGITAL NETWORKS GROUP INC.	2,500.00	2,500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
H20M4262	AMERICAN ENVIRONMENTAL SPECIAL	1,000.00	1,000.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
H20M4263	COMMERCIAL LANDSCAPE SUPPLY INC.	100.00	100.00	012889390 4343	Custodial / Gardening Supplies
H20M4264	TROXELL COMMUNICATIONS INC.	2,700.00	2,700.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
H20M4265	LIGHTSPEED TECHNOLOGIES	350.00	350.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4266	EBERHARD EQUIPMENT	35.00	35.00	012899390 4343	Gardening / Gardening Supplies
H20M4267	PINNACLE DRYER CORPORATION	600.00	600.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4268	RUSCO INC.	450.00	450.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20R1031	CURRICULUM ASSOCIATES INC.	235.87	235.87	012289963 4322	MAA - Instructional / Testing Supplies
H20R1032	SCHOOL SPECIALTY	61.19	12.60	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
			48.59	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R1033	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
H20R1034	SCANTRON	142.78	142.78	012819771 4325	Personnel Commission / Office Supplies
H20R1035	TARGET STORES	80.00	80.00	015103160 4310	Special Ed. - Gisler SDC / Instructional Supplies
H20R1036	MICROSOFT CORPORATION	1,222.31	1,078.92	016689380 4410	7394 TIIG Admin Tech-Operation / Fixed Assets \$500-\$5000
			143.39	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
H20R1044	A1GM	109.08	109.08	012723737 4325	Sch Site Admin - Oka / Office Supplies
H20R1045	STEWART MACDONALD	705.13	705.13	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R1049	BEARCOM	1,078.20	1,078.20	010011689 5899	Donations - Newland / Other Operating Expenses
H20R1050	BEARCOM	757.17	757.17	010011689 5899	Donations - Newland / Other Operating Expenses
H20R1051	ARIEL SUPPLY INC.	378.00	378.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
H20R1052	LAKESHORE LEARNING MATERIALS	198.00	198.00	015103160 4310	Special Ed. - Gisler SDC / Instructional Supplies
H20R1053	CDWG	428.80	428.80	012289963 4399	MAA - Instructional / Equipment Under \$500

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 04/03/2014

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R1054	STAPLES	440.00	440.00	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
H20R1055	TANDY LEATHER	544.32	544.32	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R1056	LAGUNA TOOLS INC.	158.06	158.06	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R1057	HOME DEPOT	200.00	200.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
H20R1058	TROXELL COMMUNICATIONS INC.	39.74	39.74	012395298 4325	7395 Sch/Libr Impr Admin-DO / Office Supplies
H20R1059	SCHOOL OUTFITTERS	10,974.96	10,974.96	011219078 4320	Common Core St Standards-Tech / Computer Supplies
H20R1060	STAPLES	300.00	300.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
H20R1061	MERRIAM, BOB	825.75	825.75	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
H20R1062	SOUTHWEST SCHOOL AND OFFICE SU	648.00	648.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
H20R1063	CHIDESTER, MARGARET A.	5,727.57	5,727.57	012159470 5830	Personnel - Legal Services / Legal Fees
H20R1064	TEXTBOOK WAREHOUSE	843.21	843.21	012129078 4110	Lottery Instructional Material / Basic Textbooks
H20R1065	NEW MANAGEMENT	378.00	378.00	010011089 4310	Donations - Tamura / Instructional Supplies
H20R1066	TARGET STORES	200.00	200.00	012731010 4327	Health Supplies - Tamura / Health Supplies
H20R1067	PEARSON	783.59	783.59	012289963 4322	MAA - Instructional / Testing Supplies
H20R1069	LAKESHORE LEARNING MATERIALS	216.00	216.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
H20R1070	LAKESHORE LEARNING MATERIALS	216.00	216.00	015513260 4310	Special Ed. - Cox RSP / Instructional Supplies
H20R1071	MACGILL FIRST AID	271.30	271.30	012733232 4327	Health Supplies - Cox / Health Supplies
H20R1072	BUREAU OF EDUCATION & RESEARCH	1,128.60	1,128.60	012338055 5210	Title III-LEP-Instructional / Travel, Conference, Workshop
H20R1074	CDWG	5,088.96	5,088.96	011219078 4320	Common Core St Standards-Tech / Computer Supplies
H20R1075	FOUNTAIN VALLEY EDUCATION ASSO	462.50	462.50	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
H20R1076	PERSONNEL COMMISSIONERS ASSOC	150.00	150.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
H20R1077	ORANGE COUNTY DEPARTMENT OF ED	80.00	80.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
H20R1078	ORANGE COUNTY DEPARTMENT OF ED	375.00	375.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
H20R1079	ADVANTAGE OPTICS	555.32	555.32	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
H20R1080	BEACH WIRE & CABLE INC.	69.03	69.03	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
H20R1081	CDWG	12,142.16	960.00	011219078 4320	Common Core St Standards-Tech / Computer Supplies
			11,086.16	011219078 4399	Common Core St Standards-Tech / Equipment Under \$500
			96.00	011219078 5899	Common Core St Standards-Tech / Other Operating Expenses
H20R1083	STAPLES	210.16	210.16	012733737 4325	Health Supplies - Oka / Office Supplies
H20R1084	HANDWRITING WITHOUT TEARS	1,050.00	1,050.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
H20R1085	ART STUDIO, THE	5,000.00	5,000.00	011699275 5813	Art Camp / Consultant
H20R1086	STAPLES	200.00	200.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
H20R1087	LAKESHORE LEARNING MATERIALS	50.00	50.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
H20R1088	OFFICE DEPOT	248.39	248.39	012724949 4325	Sch Site Admin - Masuda / Office Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 04/03/2014

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R1090	SAMS CLUB	400.00	400.00	015513860 4399	Special Ed. - Talbert RSP / Equipment Under \$500
H20R1092	MARILYNN MANDERSCHIED	500.00	500.00	016099275 5813	6761 Arts, Music & PE / Consultant
H20R1093	BRAIN REHABILITATION AND INJUR	120.00	120.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
H20R1094	PESI INC	644.76	644.76	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
H20R1095	METRO BUSINESS SOLUTIONS INC.	64.79	64.79	012658155 4325	Assessment and Accountability / Office Supplies
H20R1096	GST	10,155.68	10,155.68	016689380 4410	7394 TIIG Admin Tech-Operation / Fixed Assets \$500-\$5000
H20R1097	MICROSOFT CORPORATION	5,196.96	5,196.96	012719470 4410	Personnel Department / Fixed Assets \$500-\$5000
H20R1098	UNISOURCE	55.59	55.59	010028055 4325	7091 EIA-Instruction / Office Supplies
H20R1099	CSBA	50.00	50.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
H20R1101	SMART & FINAL	153.82	153.82	011494988 4310	FVEF Teacher Grants - Masuda / Instructional Supplies
H20R1106	GOPHER SPORTS EQUIPMENT	131.25	131.25	010014789 4310	PTA Donations - Courreges / Instructional Supplies
H20R1107	STUDENT SUPPLY	150.35	150.35	010014787 4310	Other Donations - Courreges / Instructional Supplies
H20R1108	CSUSB	560.00	560.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
H20R1109	STAPLES	73.43	73.43	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
H20R1111	A1GM	97.20	97.20	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
H20R1112	VILLAGE NURSERIES	62.64	62.64	010013789 4343	Donations - Oka / Gardening Supplies
H20R1113	ACCO BRANDS USA LLC D/B/A GBC	4,238.20	2,119.10	010013289 4410	Donations - Cox / Fixed Assets \$500-\$5000
			2,119.10	010013789 4410	Donations - Oka / Fixed Assets \$500-\$5000
H20R1114	BAD WOLF PRESS	81.00	81.00	010014089 4310	Donations - Plavan / Instructional Supplies
H20R1115	PENN STATE INDUSTRIES	381.74	381.74	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20R1116	CRAFT SUPPLIES USA	353.30	353.30	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
H20S8033	EMPIRE CLEANING SUPPLY	12,478.05	12,478.05	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8034	WAXIE	446.46	446.46	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8035	METRO BUSINESS SOLUTIONS INC.	712.80	712.80	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8036	UNITED HEALTH SUPPLIES	951.80	951.80	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8037	P & R PAPER SUPPLY COMPANY	49.90	49.90	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8038	WAXIE	9,933.28	9,933.28	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8039	CANNON SPORTS	772.20	772.20	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8040	LIBERTY FLAGS	659.41	659.41	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8041	UNISOURCE	2,160.00	2,160.00	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8042	WAXIE	7,186.21	7,186.21	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8043	EMPIRE CLEANING SUPPLY	1,111.32	1,111.32	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	249,178.54	249,178.54		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/03/2014**

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R1037	ARIEL SUPPLY INC.	540.00	540.00	120336098 4325	Extended School Administration / Office Supplies
H20R1039	TARGET STORES	162.00	162.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1040	TARGET STORES	300.00	300.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1041	TOYS R US	300.00	300.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1042	LAKESHORE LEARNING MATERIALS	162.00	162.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1043	COMSERCO	706.84	706.84	120336098 4325	Extended School Administration / Office Supplies
H20R1046	INSECT LORE PRODUCTS	151.12	151.12	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
H20R1068	TARGET STORES	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1073	TARGET STORES	54.00	54.00	120016898 4310	Child Dev Gisler Presch-Instr / Instructional Supplies
H20R1082	RADIO WORKS	68.04	68.04	120336098 4325	Extended School Administration / Office Supplies
H20R1089	PREHISTORIC PETS	189.00	189.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1103	LAKESHORE LEARNING MATERIALS	162.00	162.00	120016098 4310	Extended School Instructional / Instructional Supplies
H20R1127	STAPLES	81.00	81.00	120016098 4310	Extended School Instructional / Instructional Supplies
	Fund 12 Total:	2,984.00	2,984.00		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/03/2014**

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R1038	CALIFORNIA SCHOOL NUTRITION AS	840.00	840.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
	Fund 13 Total:	840.00	840.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 04/03/2014

FROM 03/05/2014

TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4252	MIDWEST ROOFING COMPANY, INC.	5,000.00	5,000.00	404839380 6217	Energy Efficient Project / Roof Building Improvement
H20R1104	CAPITAL ONE PUBLIC FUNDING LLC	128,898.00	128,898.00	408508792 7438	COP's Debt Service-STAR DO / DEBT SERVICE
	Fund 40 Total:	133,898.00	133,898.00		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/03/2014**

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			386,900.54		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/03/2014

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4022	WESTERN EXTERMINATOR	840.00	+420.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
H20M4029	SMARDEN SUPPLY COMPANY	12,000.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4031	WAXIE	8,500.00	+1,500.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
H20M4056	BUS WEST	10,000.00	-5,493.59	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
			+8,493.59	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
H20M4216	DEWALT-PORTER CABLE-DELTA SERV	237.00	+137.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4218	ALLIED REFRIGERATION INC.	589.44	+389.44	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4219	ALLIED REFRIGERATION INC.	521.06	+121.06	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20R0416	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	+2,500.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
Fund 01 Total:			+9,067.50		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 04/03/2014

FROM 03/05/2014 TO 03/25/2014

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H20R0203	REFRIGERATION CONTROL COMPANY	10,000.00	+5,000.00	133207380 4347	Cafeteria Fund / Repair & Upkeep Equip Supplies
H20R0417	PICK UP STIX	700.00	-12,300.00	133207380 4710	Cafeteria Fund / Food
Fund 13 Total:			-7,300.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 04/03/2014

FROM 03/05/2014 TO 03/25/2014

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H20R0180	KEENAN & ASSOCIATES	582,642.56	-58,264.16	682719470 5899	Workers Comp Admin / Other Operating Expenses
	Fund 68 Total:		-58,264.16		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/03/2014

FROM 03/05/2014 TO 03/25/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0287	FEDERAL EXPRESS CORP.	1,331.14	-68.86	695009470 5930	Insurance Health/Welfare / Postage, Parcel, & Delivery
	Fund 69 Total:		-68.86		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 04/03/2014

FROM 03/05/2014 TO 03/25/2014

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			-51,165.52		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 42

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	3,300.00	17,779.00
1900	OTHER CERTIFICATED		125.00
2100	INSTRUCTIONAL AIDES' SALARIES	18,000.00	4,750.00
2200	CLASSIFIED SUPPORT	469,430.00	475,296.00
2400	CLERICAL & OFFICE SALARIES		13,085.00
3101	STRS-CERTIFICATED POSITIONS	438.00	1,427.00
3102	STRS-CLASSIFIED		128.00
3201	PERS-CERTIFICATED		250.00
3202	PERS-CLASSIFIED	62,732.00	65,352.00
3313	MEDICARE-CERTIFICATED	43.00	251.00
3314	MEDICARE-CLASSIFIED	7,993.00	8,076.00
3353	ARP-CERTIFICATED		272.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	78.00	1,019.00
3355	OASDI-CERTIFICATED		250.00
3356	OASDI-CLASSIFIED	33,993.00	33,345.00
3402	HEALTH & WELFARE-CLASSIFIED	102,800.00	103,466.00
3501	SUI-CERTIFICATED	1.00	7.00
3502	SUI-CLASSIFIED	276.00	279.00
3601	WORKERS'COMP-CERTIFICATED	61.00	372.00
3602	WORKERS'COMP-CLASSIFIED	11,753.00	11,877.00
3954	Long Term Disability-Class	128.00	171.00
4200	BOOKS OTHER THAN TEXTBOOKS		161.00
4300	MATERIALS & SUPPLIES	57,693.00	108,058.00
4400	NONCAPITALIZATION EQUIPMENT		164,005.00
5200	TRAVEL & CONFERENCES	5,295.00	625.00
5600	RENTAL,LEASE,REPAIR & NON CAP	15,347.00	16,483.00
5800	PROF/CONS SERV & OPER EXPENSE	44,620.00	26,998.00
5900	COMMUNICATIONS		6.00
8600	LOCAL INCOME	39,130.00	116,764.00
9790	UNASSIGNED/UNAPPROPRIATED	200,816.00	58,518.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 42

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		1,073,927.00	1,229,195.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, April 3, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 43

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES		4,000.00
2200	CLASSIFIED SUPPORT		100.00
3102	STRS-CLASSIFIED		42.00
3202	PERS-CLASSIFIED	42.00	252.00
3314	MEDICARE-CLASSIFIED		61.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		95.00
3356	OASDI-CLASSIFIED	1.00	136.00
3402	HEALTH & WELFARE-CLASSIFIED		4,000.00
3502	SUI-CLASSIFIED		3.00
3602	WORKERS'COMP-CLASSIFIED		89.00
4300	MATERIALS & SUPPLIES	1,103.00	8,346.00
4700	FOOD		3,353.00
5200	TRAVEL & CONFERENCES	2,430.00	3,080.00
5600	RENTAL,LEASE,REPAIR & NON CAP		819.00
5800	PROF/CONS SERV & OPER EXPENSE	3,563.00	799.00
8600	LOCAL INCOME		9,086.00
9740	RESTRICTED BALANCE	9,036.00	86.00
Subfund Total:		16,175.00	34,347.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, April 3, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 44

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT		10,000.00
3202	PERS-CLASSIFIED		114.00
3314	MEDICARE-CLASSIFIED		145.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		117.00
3356	OASDI-CLASSIFIED		62.00
3502	SUI-CLASSIFIED		5.00
3602	WORKERS'COMP-CLASSIFIED		213.00
9740	RESTRICTED BALANCE	10,656.00	
Subfund Total:		10,656.00	10,656.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, April 3, 2014.

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

2014 41

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		1,998.00
3101	STRS-CERTIFICATED POSITIONS		86.00
3313	MEDICARE-CERTIFICATED		33.00
3353	ARP-CERTIFICATED		3.00
3601	WORKERS'COMP-CERTIFICATED		44.00
4300	MATERIALS & SUPPLIES	6,574.00	8,704.00
4400	NONCAPITALIZATION EQUIPMENT	109.00	1,516.00
5600	RENTAL,LEASE,REPAIR & NON CAP		425.00
5800	PROF/CONS SERV & OPER EXPENSE	10,973.00	4,847.00
Subfund Total:		17,656.00	17,656.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, April 3, 2014.

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

Board meeting of April 3, 2014

SO: 2013-14/B14-44
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #3: January 1 to March 31, 2014)**
DATE: March 27, 2014

Background:

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: January 1 to March 31, 2014

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receive and approve the Williams Quarterly Report for the third quarter of the 2013-14 year and approve its submittal to the Orange County Department of Education.

2013-2014 Quarterly Report on Williams Uniform Complaints (Required by Education Code Section 35186)

District: Fountain Valley School District

Person completing this form: Marc Ecker, Ph.D.

Title: Superintendent

- Quarter #1 July 1 to September 30, 2013 **Report due by October 31, 2013**
- Quarter #2 October 1 to December 31, 2013 **Report due by January 31, 2014**
- Quarter #3 January 1 to March 31, 2014 **Report due by April 30, 2014**
- Quarter #4 April 1 to June 30, 2014 **Report due by July 31, 2014**

Date information will be reported publicly at governing board meeting: April 3, 2014

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
CAHSEE Intensive Instruction & Services (High school districts only)			
TOTALS			

Print name of Superintendent: Marc Ecker, Ph.D.

Signature of Superintendent: _____

Date: 4/3/2014

Please submit to:

Suzie Strelecki
 Senior Administrative Assistant
 200 Kalmus Drive, B-1009
 P.O. Box 9050, Costa Mesa, CA 92628-9050
 (714) 966-4336 or fax to: (714) 549-2657



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Memorandum

Board Meeting
April 3, 2014

TO: Christine Fullerton, Assistant Superintendent, Business

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

DATE: March 21, 2014

SUBJECT: **Approval of Orange County Department of Education as Network Support Services (Intranet) Provider Under E-Rate**

Background

The Orange County Department of Education provides Intranet Network Support Services to FVSD and continues to be our preferred provider for this service. We are seeking approval of Agreement Number 40470 "2014-2015 Network Support Services Agreement," with OCDE. The term of the agreement is 1 year, commencing on July 1, 2014 and ending on June 30, 2015. This service is estimated to be \$1,500.00 annually, although final costs will be based upon actual usage.

Recommendation

It is recommended that the Board approve Agreement Number 40470, "2014-2015 Network Support Services Agreement," with the Orange County Department of Education for services to begin July 1, 2014 and end on June 30, 2015.

bb
Attachments

2014-2015
NETWORK SUPPORT SERVICES AGREEMENT
FOUNTAIN VALLEY SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 28th day of March, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and 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.

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

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications via the SUPERINTENDENT'S network which is a telecommunications network utilized by the SUPERINTENDENT. Applications services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging (Separate contract required)
6. Cloud Storage

7. Email Archiving

1
2 3.0 TERM. This AGREEMENT shall be in full force and effect for
3 the period commencing July 1, 2014, and ending on June 30, 2015,
4 subject to termination as set forth in this AGREEMENT.

5 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
6 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
7 not to exceed One thousand five hundred dollars (\$1,500.00). The
8 charges are based on the actual expenses incurred by SUPERINTENDENT
9 in supporting the connectivity between DISTRICT and SUPERINTENDENT
10 through the telephone companies, Internet service providers, and
11 vendors providing equipment, lines and services. DISTRICT shall be
12 notified in writing of any increase in charges incurred by
13 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay
14 SUPERINTENDENT the actual charges within thirty (30) days upon
15 receipt of an itemized invoice in triplicate from the
16 SUPERINTENDENT. Charges per year shall be as follows:

<u>ITEM#</u>	<u>COST</u>	<u>DESCRIPTION OF SERVICE/SUPPORT</u>
<u>ANNUAL FEES</u>		
1. <u>\$ 1,500.00</u>		Annual data circuit network management.
2. <u>\$ 0.00</u>		Cloud Storage
3. <u>\$ 0.00</u>		Email archiving/storage per terabyte.
4. <u>\$ 0.00</u>		Email archiving/administration per terabyte

22 **TOTAL FEES: \$1,500.00 PER YEAR**

23 5.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
24 technical support and assistance on SUPERINTENDENT'S Network between
25 the DISTRICT and SUPERINTENDENT, provided however, that the

1 availability or performance of this technical support service shall
2 not be construed as altering or affecting SUPERINTENDENT'S
3 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
4 technical support via telephone shall be provided to DISTRICT
5 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
6 excluding SUPERINTENDENT'S holidays.

7 6.0 TRAINING. SUPERINTENDENT will provide, at no additional
8 charge, such assistance and advice, if requested, as may be
9 necessary to assist DISTRICT personnel in the use and operation of
10 the equipment installed by SUPERINTENDENT to enable DISTRICT to make
11 optimum use of the network services Monday through Friday from 7:00
12 A.M. - 5:00 P.M. excluding SUPERINTENDENT'S holidays.

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

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1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT's general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
4 AGREEMENT or the performance of any of the services set forth in
5 this AGREEMENT without prior written approval of the non-assigning
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT. Failure to abide with conditions of this policy
15 could result in the termination of this AGREEMENT.

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

1 DISTRICT: Fountain Valley School District
2 10055 Slater Avenue
3 Fountain Valley,, California 92708
4 Attn: _____

5 SUPERINTENDENT: Orange County Superintendent of Schools
6 200 Kalmus Drive
7 Costa Mesa, California 92626
8 Attn: Patricia McCaughey

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

14 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
15 shall be governed by the laws of the State of California, with venue
16 in Orange County, California.

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

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

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FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting of
April 3, 2014

Memorandum

TO: Anne Silavs, Assistant Superintendent Instruction

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: March 25, 2014

SUBJECT: Approval of Edlio Web Host Contract Subscription

Background

The existing Fountain Valley School District website was developed by a former employee and does not utilize a webhost. A webhost is a type of Internet service that allows organizations to manage websites and make them accessible on the World Wide Web without an extensive background in web design. Even though the District website has been extremely reliable and informative, it is time to update it to reflect current technology capabilities which involves contracting with a webhost. The District Website and Social Media Technician recently redesigned the existing website. While the appearance is improved the website does not have all the functionality needed to adapt to the many devices that access it. A webhost would allow the Website and Social Media Technician to completely redesign and create a new website that better meets the needs of those who access it.

Recommendation:

Multiple meetings with various web host providers were held and each was asked to respond to the same questions/criteria. After careful consideration, the recommendation is to use Edlio. This decision came from research on pricing structures, lack of hidden fees, ability to modify the contract to include school websites in subsequent years (if desired), inclusion of responsive design (ability for the website to modify the format according to the device that accesses it), appearance, readiness for the latest media and web display elements for user experience, ease-of-use, level of security, and ability to allow District staff full control over the site/code.

The Assistant Superintendent recommends the Edlio contract be approved by the Board of Trustees.

/jh

Fountain Valley School District

Description Cost (annual)

Fountain Valley School District

\$7,200.00

Subscription includes:

- Content Management Software for easy updates to the website
 - Initial Set-up includes custom graphic design and migration of static content from existing school website
 - On-Site Photo shoot (2 Hours)
 - On Site 2.5 hour Training (Train the Trainers Model – 3-20 people)
 - Technical assistance through toll-free numbers and online tickets for all staff
 - Unlimited disk space
 - Automated backups
 - Free software updates (for standard package modules)
 - Multimedia Package (unlimited video uploads)
 - Sponsorship Package
- Please see our products and services sheet for full details of our content management system and service offerings.

Total: \$7,200.00

By signing below, Fountain Valley School District agrees that Edlio, Inc. is contracted for the above stated services for one year. Once work commences, Fountain Valley School District is liable for the first year's payment.

Edlio, Inc. provides Fountain Valley School District a total solutions package for a subscription fee of \$7,200.00. This package includes the basic Content Management Software (CMS), without the optional E-Commerce, Fundraising, or Online Web Forms.

We do not charge our schools any setup fees. Once work commences on the project Fountain Valley School District will be liable for the first year's subscription fee. Edlio provides CMS (Content Management System) software for an annual subscription fee. This fee includes ongoing updates and unlimited technical support for all staff. We do not charge additional fees for the initial website setup (including a custom graphic design and professional photo shoot where applicable). The annual subscription starts on the initial date of contact with a project manager.

Edlio CMS Includes:

Initial setup and website creation

- Professional photo shoot in selected areas (2 hr. shoot for individual schools, 3 hr. shoot for district-wide solution)
- Professional project managers provide consultative advice, liaise with graphic designers and tech team as well as promote best practices
- Custom graphic design; includes an initial mockup and allows for up to three rounds of revisions based on initial mockup.
- Content migration; excludes calendar items, teacher pages and ancillary organization pages
- Domain name registration
- Web-based CMS (no programming or HTML knowledge required)
- News & announcements
- Multiple calendars
- Subscriptions
- Teacher pages with quick posting
- Unlimited homework uploads
- User managed photo shuffles
- Unlimited HD video galleries
- Mobile ready
- Password protected sections
- Social media integration
- Bell schedules (printer friendly)
- Alumni directory/memoirs
- Quick poll
- Scrolling marquees
- Sponsorship feature
- Unlimited user accounts
- Free software upgrades and maintenance
- Technical Support

- Unlimited, consultative support available to all staff members

- Toll-free number (Mon-Fri, 7:30am- 9:30pm CST)

- Online ticketing system via client's admin site

- Edlio help site: <http://help.edlio.com/>
Training

At website launch:

- 2-2.5 hour on-site "Train the Trainers" style training for key staff members in selected areas

- 2-2.5 hour Web conference training (via Webex) in all other areas

Ongoing:

- 1 hour refresher trainings available as needed

- Mini-trainings with tech support team available as needed

Fully Managed Hosting

The Edlio CMS is fully hosted by us, which means no more worrying about hardware upgrades, bandwidth costs, capacity planning, and security & uptime monitoring. Our job is to keep your website fast and available, which we accomplish with external and internal monitoring for:

- full system availability

- individual service availability

- response time

- denial of service attacks and security threats

- backed up or redundant data storage

- all deployed code is reviewed for security and stability issues

- horizontal scaling to quickly increase capacity

- CDN-hosted images and files (*not all files)

- properly provisioned top of the line servers, meaning much more reliable performance than shared hosting

- load balanced, redundantly designed system

- multiple staff members receive alerts 24/7 and have the ability to rapidly respond to issues

Signature: Title: Date:

Title: Chief Operations Officer Date: 03/24/14

Special Considerations:

Edlio does not provide internet connection or email services

Custom programming of features or apps are not included

Copyrighted content should not be uploaded without the expressed permission of authoring party

Signature:

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/13-14 - 55

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Copier Lease Agreement**
DATE: March 21, 2014

BACKGROUND

The District leases several copiers from various vendors based on the best product and pricing available. The lease for the copier located in the instruction department ended in December of 2013. The District is currently on a month to month basis for this machine.

Attached is a lease agreement with Leaf Capital Funding, LLC. This lease agreement would replace the existing copier in the instruction department with an upgraded model. The new model will offer better functionality and save the district \$600 per year. Additional savings will be realized from the first year of service being included within the terms of the lease.

RECCOMENDATION

It is recommended that the Board of Trustees approve the attached lease agreement with Leaf Capital Funding, LLC. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this lease agreement.



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 1-800-426-2626

LESSEE LEGAL NAME: Fountain Valley School District
Tax ID#:
Telephone No: 7148433245
Billing Address: 10055 Slater Ave, Fountain Valley, CA 92708
Equipment Location: 10055 Slater Ave, Fountain Valley, CA
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)
Unit Quantity: 1
Description of Equipment Leased: Copy Star 8001i
Make and Type:
Model Number: 8001i
Serial Number:
BASE TERM IN MONTHS: 60
TOTAL NUMBER OF LEASE PAYMENTS: 60 @ 790.00 (plus taxes)
END OF LEASE PURCHASE OPTION:
[X] Fair market value, plus taxes
10% of Equipment cost, plus taxes
\$1.00, plus taxes
(a) Advance Payment: \$0.00
(b) Security Deposit: \$0.00
(c) Documentation Fee: \$95.00
Total due a + b + c =: \$95.00
**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. Unless you notify us otherwise in writing within 10 days of delivery, you unconditionally accept the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
5. LATE FEES AND CHARGES: If any amount is not paid within five (5) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not

- provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: Fountain Valley School District
Print Name:
Title:
X Lessee Authorized Signature
E-Mail Address:
Date:

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X
Print Name:
E-Mail Address:

Accepted by: LEAF Capital Funding, LLC By:
Title:
Date: (LEASE 01 8.20.12)



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: **261846**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

Location: 10055 Slater Ave, Fountain Valley, CA

1 Copy Star 8001i

New

8001i

LESSEE: Fountain Valley School District

LEAF CAPITAL FUNDING, LLC

BY: _____
 PRINT NAME: _____
 TITLE: _____
 DATE: _____

BY: _____
 PRINT NAME: _____
 TITLE: _____
 DATE: _____



State and Local Government Addendum

Reference: Application No. 261846

This Addendum is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and Fountain Valley School District ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. **Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement, then you will give us written notice and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available. Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

3. **Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

CUSTOMER: Fountain Valley School District	LEAF CAPITAL FUNDING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/13-14 - 54

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **County Office Transfer Agreement**
DATE: March 21, 2014

BACKGROUND

Orange County Department of Education operates community schools, in accordance with Education Code section 1980 et seq., that provide an alternative educational program to students transferred from the District. County programs include; Special Education, Community Schools for Type A/B and Homeless Education. Currently, the District's average daily attendance (ADA) in County programs is approximately 24.

Funding for these transfer students is received directly by the District of residence. In the past, the California Department of Education (CDE) provided a mechanism to automatically transfer ADA revenue for County transfer students from the District of residence to the County Office through the Revenue Limit and Principal Apportionment process. This automatic transfer was eliminated with the implementation of the Local Control Funding Formula (LCFF) beginning in 2013-14.

CDE has indicated that it intends to implement an automatic transfer of ADA revenue associated with County transfer students in the future. However, no such transfer currently exists. OCDE has developed the attached agreement in collaboration with a subcommittee of Chief Business Officials (CBOs). The proposed agreement allows for OCDE to twice annually make a transfer of funds from the District to OCDE County programs. The transfers are proposed to occur in July and December each year and will be supported by detailed reports provided to the District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with the Orange County Department of Education for the transfer of County student revenue. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this agreement.

**AGREEMENT
FOR STUDENT TRANSFERS TO THE COMMUNITY SCHOOL PROGRAM AND
SPECIAL SCHOOLS AND SERVICES PROGRAM
BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND
FOUNTAIN VALLEY SCHOOL DISTRICT**

This Agreement is made by and between the Orange County Superintendent of Schools/Orange County Department of Education (“OCDE”) and The Fountain Valley School District (hereinafter referred to as “District”).

RECITALS

WHEREAS, the OCDE and District are mutually interested in ensuring that educational opportunities are provided for all students in Orange County;

WHEREAS, the OCDE operates community schools, in accordance with Education Code section 1980 *et seq.*, that provide an alternative educational program;

WHEREAS, the OCDE operates special schools to serve students eligible for special education services in accordance with the IDEA and applicable state laws and regulations;

WHEREAS, District is in need of such alternative educational program and special school services;

WHEREAS, District wishes to avoid any disruption of services related to the transfer of students to OCDE’s Alternative, Community, and Correctional Education Schools and Services (ACCESS) inclusive of Pacific Coast High School (PCHS) and Community Home Education Program (CHEP) and Special Schools and Services programs; and

WHEREAS, the OCDE and District wish to enter into a cooperative effort to ensure the timely transfer of students for whom community schools or special schools are an appropriate educational program.

NOW, THEREFORE, the OCDE and the District agree as follows:

1. The recitals stated above are true and correct and are made a part of this Agreement.
2. Community School Program Services.
 - 2.1 District agrees to participate in this Agreement for the purpose of ensuring that students will have access to the OCDE community school programs upon referral from the District.
 - 2.2 District agrees to complete a Referral Form (attached hereto and incorporated by reference as Exhibit A) for each student the District refers to the OCDE community school program, in accordance with Education Code section 1981.

- 2.3 District agrees to an automatic fund transfer for services for the students referred to the OCDE community school programs in accordance with Exhibit B, attached hereto and incorporated by reference, which provides the grade span amounts (K-3, 4-6, 7-8, 9-12) in accordance with the Local Control Funding Formula and the grade level ADA reported for the District for P-2 and Annual reporting periods. This transfer shall take place, for the 2013-2014 school year, in July 2014 when the Second Principal Apportionment allocates dollars to Districts for OCDE ADA. For 2014-2015 and subsequent years, OCDE will journal the District for half of the apportionment in December and the final amount in July of the subsequent year.
- 2.4 The OCDE shall provide the District with attendance reports showing the average daily attendance (ADA) for all referred students on a quarterly basis.
- 2.5 Until CalPADS functionality allows for these reports, the OCDE shall provide the District with required data for the District's Local Control and Accountability Plan, per District request.

3. Special Schools and Services Program Transfers

- 3.1 Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.
- 3.2 District agrees to participate in this Agreement for the purpose of ensuring that students who are eligible will continue to have access to the OCDE Special Schools and Services program upon referral from the District. District and OCDE further agree that this MOU regards the transfer of LCFF funding and operates in addition to, not in lieu of, the provisions of the Special Schools MOU between District and OCDE, which provides for the procedures for enrollment, special education program requirements, and special education funding separate from LCFF.
- 3.3 District agrees to complete the referral process in accordance with Special Schools and Services program procedures for each student the District refers to the OCDE Special Schools and Services program.
- 3.4 District agrees to an automatic fund transfer for services for the students referred to the OCDE Special Schools and Services program in accordance with Exhibit B, attached hereto and incorporated by reference, which provides the grade span amounts (K-3, 4-6, 7-8, 9-12) in accordance with the Local Control Funding Formula and the grade level ADA reported for the District for P-2 and Annual reporting periods. This transfer shall take place, for the 2013-2014 school year, in July 2014 when the Second Principal Apportionment allocates dollars to Districts

for OCDE ADA. For 2014-2015 and subsequent years, OCDE will journal the District for half of the apportionment in December and the final amount in July of the subsequent year.

- 3.5 The OCDE shall provide the District with enrollment reports for all referred students on a monthly basis.
- 3.6 Until CALPADS functionality allows for these reports, the OCDE shall provide the District with required data for the District's Local Control and Accountability Plan, as requested by the District.
4. Term of the Agreement. This term of the Agreement will be July 1, 2013, through June 30, 2015 subject to termination as set forth herein. This Agreement may be renewed for up to a total of five (5) years upon mutual written agreement by both parties.
5. Termination. Participation in this Agreement may be unilaterally terminated by either of the parties. A party wishing to terminate shall provide thirty (30) days prior written notice to the other party, as noted in section 10 below, and termination will be effective on the date following the last date of the school term in which notice was received.
6. Mutual Indemnification. The parties agree to defend, indemnify and hold harmless the other parties, their governing boards, officers, and employees from every claim or demand and every liability, loss, damage, cost, expense, action, cause of action, or judgment of any nature whatsoever, arising from the willful misconduct or negligent act or negligent omission of the other parties in the performance of this agreement.
7. Insurance. The OCDE and District have and agree to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in each party's sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for each party shall be provided upon written request of any party to this Agreement.
8. Independent Contractors. The OCDE and District, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of either of the parties to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each party shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the party's employees.
9. Assignment. This Agreement and the services provided herein shall not be assigned by the District or OCDE.
10. Notice. Notice shall be in writing and be given by personal service, interdistrict mail service, or by U.S. Mail, postage prepaid, as follows:

OCDE
200 Kalmus Drive
Costa Mesa, CA 92628
Attn: _____

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: _____

Notice shall be considered given when received, if personally served; if provided by interdistrict mail, on the following business day; or, if mailed, on the third day after deposit in any U.S. Post Office.

11. Applicable Laws. OCDE and District agree to comply with all laws, rules and regulations applicable to these services.
12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
13. Entire Agreement. This Agreement and Exhibits A and B attached hereto constitute the entire agreement between OCDE and the District. However, it does not supersede any prior, current or subsequent written agreement entered into by OCDE and the District with regard to LCFF transfers to community schools. This Agreement may be amended only by a written amendment executed by the OCDE and District.

DISTRICT:

Fountain Valley School District

Print School District Name

Signature

Print Name and Title

Date

OCDE:

Orange County Department of Education

Signature

Print Name and Title

Date

Exhibit A

Community School Referral Form



COMMUNITY SCHOOL REFERRAL

Student's Name _____ A.K.A _____ SSID# _____
 _____ Last First Middle
 D.O.B. _____ Grade: _____ Hm. Ph. _____ Last School Attended: _____
 Parent Guardian Caregiver Name: _____ District _____
 Address _____ City _____ Zip _____

Please attach following items:	Please provide the following information:	
<input type="checkbox"/> Attendance Record <input type="checkbox"/> Immunization Certificate <input type="checkbox"/> Current Transcript <input type="checkbox"/> Proof of withdrawal from last school of attendance <input type="checkbox"/> Copy of IEP and/or other reports (if applicable) <input type="checkbox"/> CAHSEE results <input type="checkbox"/> CELDT results <input type="checkbox"/> Section 504 Plan	Special Education <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes) <input type="checkbox"/> SAI <input type="checkbox"/> DIS. S/L <input type="checkbox"/> DIS/PSY <input type="checkbox"/> DIS/HEALTH <input type="checkbox"/> DIS/Counseling <input type="checkbox"/> District Sp. Ed History-Exited <input type="checkbox"/> Transition to ACCESS IEP Date _____ <input type="checkbox"/> Enrolled in US Schools less than 3 Cumulative Years	CELDT-Language Proficiency <input type="checkbox"/> English Only, (EO) <input type="checkbox"/> Unknown <input type="checkbox"/> Identified Fully English Proficient. (IFEP) Initial Identification/Date Tested _____ <input type="checkbox"/> Redesignated Fully English Proficient. (RFEP) Redesignated by District/Date _____ <input type="checkbox"/> Limited English Proficient. (EL. LEP) <input type="checkbox"/> 1st year enrolled in school in U.S. _____ <input type="checkbox"/> Year enrolled in California Public School _____

REASON FOR REFERRAL

<input type="checkbox"/> Disruptive Behavior	<input type="checkbox"/> Teen Parent	<input type="checkbox"/> Inability to function appropriately in school	<input type="checkbox"/> Parent Request
<input type="checkbox"/> Substance abuse	<input type="checkbox"/> Special Education Needs	<input type="checkbox"/> Expulsion: <input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	<input type="checkbox"/> Runaway
<input type="checkbox"/> Medical	<input type="checkbox"/> Social Services	<input type="checkbox"/> Truancy (4 Dates: _____)	
<input type="checkbox"/> Other (Describe): _____			

ATTEMPTED INTERVENTIONS	PREVIOUS EDUCATIONAL ALTERNATIVES
<input type="checkbox"/> Educational Counseling <input type="checkbox"/> Schedule Modifications <input type="checkbox"/> Parent Conferences <input type="checkbox"/> SARB <input type="checkbox"/> Suspension _____ days <input type="checkbox"/> Other _____	<input type="checkbox"/> Continuation High School <input type="checkbox"/> Adult Education <input type="checkbox"/> R.O.P. <input type="checkbox"/> Work experience <input type="checkbox"/> ESL/LEP Bilingual <input type="checkbox"/> Other _____

Comments: _____

RECOMMENDATION:

ADMIN UNIT: North Anaheim Las Palmas South East Garden Grove
 Santa Ana/Newport Mesa Region 106 Harbor Learning Center

Please check box if applicable: (For Office Use Only)	Section 1981 (c)
<input type="checkbox"/> Section 300. Welfare and Institutions Only	(1) Probation status <input type="checkbox"/> 601 <input type="checkbox"/> 602 <input type="checkbox"/> 654
<input type="checkbox"/> Section 1981 (a) District Expulsion	(2) <input type="checkbox"/> On probation or parole and not in attendance in any school
<input type="checkbox"/> Section 1981 (b) SARB or Parental Request/District Approval	(3) <input type="checkbox"/> Expelled: Section 48915 (a) or (c)
<input type="checkbox"/> Section 1981 (d) Homeless	<input type="checkbox"/> 725 <input type="checkbox"/> 790 Section 725/790 W&I

REFERRAL - REVIEW & CERTIFICATION

CWA School _____	Print Name Title _____	Signature _____	Date _____
OCDE Representative _____	Print Name Title _____	Signature _____	Date _____
Probation Representative _____	Print Name Title _____	Signature _____	Date _____

Certified pursuant to Orange County Juvenile Court Order Filed December 21, 2001

Juvenile Court Representative _____

Parent Guardian Caregiver _____ Date _____

Student Signature _____ Date _____

Exhibit B

LCFF ADA Calculation by Grade Span

Fountain Valley Elementary

3,975,877.00 2012-13 Categoricals
 6,189.02 12-13 ADA
 642.41 12-13 Categoricals per ADA

2013-14

6,150.29 District ADA (excl COE ADA)
 646.45 12-13 Categoricals per District ADA
 11.78%

	A					B	C	D	E	F
	COE ADA	Base	Gr Span	Supp	Concen	Total (Target)	GAP between Adj COE Target and Floor per ADA (A less 12-13 Rate in Calculator Floor section)	Gap % times GAP (C * GAP %)	Funding per Grade Level (D + 12-13 Rate in Calculator Floor section)	COE Transfer Amount (A * E)
Grades K-3	12.67	6,952	723	416	-	8,091	3,065.16	361.08	5,386.92	68,252
Grades 4-6	5.14	7,056	-	382	-	7,438	2,412.16	284.15	5,309.99	27,293
Grades 7-8	6.66	7,266	-	394	-	7,660	2,634.16	310.30	5,336.14	35,539
Grades 9-12	-	8,419	219	468	-	9,106	4,080.16	480.64	5,506.48	-
	24.47								TOTAL	131,084

2014-15 6,150.38
 646.44

District ADA (excl COE ADA)
 12-13 Categoricals per 14-15 District ADA
 28.05%

	E					F	G	H	I	J
	COE ADA	Base	Gr Span	Supp	Concen	Total	GAP between Adj COE Target and PYCOE Funding per Grade Level (F - E)	Gap % times GAP (G * GAP %)	Funding per Grade Level (E + H)	COE Transfer Amount (F * I)
Grades K-3	12.67	7,012	729	419	-	8,160	2,773.08	777.85	6,164.77	78,108
Grades 4-6	5.14	7,117	-	385	-	7,502	2,192.01	614.86	5,924.85	30,454
Grades 7-8	6.66	7,328	-	397	-	7,725	2,388.86	670.07	6,006.22	40,001
Grades 9-12	-	8,491	221	472	-	9,184	3,677.52	1,031.54	6,538.03	-
	24.47								TOTAL	148,563

2015-16 6,150.38
 646.44

District ADA (excl COE ADA)
 12-13 Categoricals per 15-16 District ADA
 33.95%

	K					L	M	N	O	P
	COE ADA	Base	Gr Span	Supp	Concen	Total	GAP between Adj COE Target and PYCOE Funding per Grade Level (L - K)	Gap % times GAP (M * GAP %)	Funding per Grade Level (K + N)	COE Transfer Amount (L * O)
Grades K-3	12.67	7,161	745	428	-	8,334	2,169.23	736.45	6,901.22	87,438
Grades 4-6	5.14	7,268	-	394	-	7,662	1,737.15	589.76	6,514.61	33,485
Grades 7-8	6.66	7,483	-	405	-	7,888	1,881.78	638.86	6,645.08	44,256
Grades 9-12	-	8,671	225	482	-	9,378	2,839.97	964.17	7,502.20	-
	24.47								TOTAL	165,179

2016-17 6,150.38
 646.44

District ADA (excl COE ADA)
 12-13 Categoricals per 15-16 District ADA
 21.67%

	Q					R	S	T	U	V
	COE ADA	Base	Gr Span	Supp	Concen	Total	GAP between Adj COE Target and PYCOE Funding per Grade Level (R - Q)	Gap % times GAP (S * GAP %)	Funding per Grade Level (Q + T)	COE Transfer Amount (R * U)
Grades K-3	12.67	7,326	762	438	-	8,526	1,624.78	352.09	7,253.31	91,899
Grades 4-6	5.14	7,435	-	403	-	7,838	1,323.39	286.78	6,801.39	34,959
Grades 7-8	6.66	7,655	-	415	-	8,070	1,424.92	308.78	6,953.86	46,313
Grades 9-12	-	8,870	231	493	-	9,594	2,091.80	453.29	7,955.49	-
	24.47								TOTAL	173,171



FOUNTAIN VALLEY SCHOOL DISTRICT

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

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Abby Wright, Director, Support Services

SUBJECT: Special Ed Settlement Agreement

DATE: March 25, 2014 – For April 3, 2014 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on February 28, 2014 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services for student 'A' from June 21, 2014 through the end of the 2014-2015 regular school year, in the amount not to exceed \$41,290.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Settlement Agreement pertaining to Sibling 'A'. Settlement agreement beginning June 21, 2014 through the end of the 2014-2015 regular school year and authorize the Superintendent or designee to sign all documents.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Abby Wright, Director, Support Services

SUBJECT: Special Ed Settlement Agreement

DATE: March 25, 2014 – For April 3, 2014 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on February 28, 2014 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services for student 'B' from June 21, 2014 through June 30, 2015 in the amount not to exceed \$41,290.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Settlement Agreement pertaining to Sibling 'B'. Settlement agreement beginning June 21, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.



FOUNTAIN VALLEY SCHOOL DISTRICT

17330 Mount Herrmann • Fountain Valley, CA 92708 • (714)668-5882 • www.fvsd.k12.ca.us

Memorandum

TO: Dr. Marc Ecker – Superintendent
FROM: Joe Hastie – Supervisor, Maintenance
DATE: March 25, 2014
SUBJECT: Notice of Completion / Resolution of Acceptance 2014-27

BACKGROUND

The Board of Trustees approved Bid # 13-02, “TALBERT MODULARS – SITE WORK and awarded a contract to Gilman Builders. All work required by the contract has been completed by the Contractor.

The project is now complete, and the “Notice of Completion ” and the “ Resolution of Acceptance # 2014-27” needs to be approved by the Board of Trustees and filed with the Orange County Clerk-Recorder Office.

RECOMMENDATION

It is recommended that the Board of Trustees approve and accept the “Notice of Completion” and the “Resolution of Acceptance 2014-27” and authorize the Superintendent or his designee to sign all documents on behalf of the District.

Return To:
Fountain Valley School District
17330 Mount Herrmann St.
Fountain Valley, CA 92708

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 0 6 5 0 0 7 6 3 \$ *

2014000054542 11:20 am 02/11/14

217 414 N12 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 3.00

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the 11th day of February, 2014, the owner of the real property situated in Orange County, State of California, known as the following: Talbert Middle School.

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the 30th day of July, 2013, duly entered into a contract for: Bid # 13-02 "Talbert Modulars - Sitework".

WITH: Gilman Builders, Irvine, California.

THAT, Liberty Mutual Surety Company, is the Surety under the Contract Bonds furnished in connection with said Contract, and that work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on February 11, 2010.

Dr Marc Ecker - Superintendent
On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103

RECORDING REQUESTED
BY AND MAIL TO:

OPERATIONS DEPARTMENT, FOUNTAIN VALLEY SCHOOL DISTRICT, 17330 Mt.
HERMANN STREET, FOUNTAIN VALLEY, CALIFORNIA 92708

STATE OF CALIFORNIA)

SS

COUNTY OF ORANGE)

I, Dr. Marc Ecker, Superintendent, on behalf of the Fountain Valley School district Board of Trustees being duly sworn, deposes and says; That he is the Superintendent of the Fountain Valley School District, Orange County, California; That he has read the foregoing Notice of Completion and knows the contents thereof, and that the same is true of his own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

SO 2013-14/B14-42
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker
SUBJECT: **Retainer Agreement for Legal Services in 2014-15 School Year with
the Law Offices of Margaret A. Chidester & Associates**
DATE: March 27, 2014

Background:

The Law Offices of Margaret A. Chidester & Associates will be retained for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property and governance issues.

Recommendation:

It is recommended that the Board of Trustees approve the retainer agreement for legal services in 2014-15 with the Law Offices of Margaret A. Chidester & Associates.

/rl

**RETAINER AGREEMENT
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2014 by and between the FOUNTAIN VALLEY SCHOOL DISTRICT of Orange, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services:** The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the Governing Board and the Superintendent or designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes and constitutional provisions as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and requested; advise and represent the District in any court or

District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

6. Indemnification: The District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence, willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

7. Electronic Communication, Confidentiality and Publicity: The District authorizes Attorneys to communicate with the District and the District's representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as the District's legal representative.

2. Rates and Payment: The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference.

3. Costs: The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, and court reporting costs.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. Statements: Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 45 days of the date issued shall incur a late charge of 1.5% per month.

5. Conflicts: The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

8. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to two (2) years. If the District does not request delivery of the file before the end of the two (2) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

9. Assignment. This Agreement is not assignable without the written consent of the District.

10. Independent Contractor. Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

11. Insurance. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to

protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

12. Nondiscrimination. Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex, gender, gender identity or sexual orientation.

13. Audit. The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

14. Governing Law. This Agreement shall be governed by the laws of the state of California.

15. Authority. The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

16. Term. This Agreement is effective July 1, 2014. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

FOUNTAIN VALLEY SCHOOL DISTRICT

Date: _____, 2014 BY: _____

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: March 17, 2014 BY: Margaret A. Chidester
Margaret A. Chidester

EXHIBIT "A"

Rates are guaranteed through June 30, 2015.

PARTNERS	\$250 per hour
SENIOR ATTORNEYS	\$240 per hour
OTHER ATTORNEYS	\$215 per hour
LAW CLERKS/PARALEGALS	\$95 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONES	no charge