



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**AGENDA**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**July 24, 2014**

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

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

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- PLEDGE OF ALLEGIANCE

**STAFF REPORTS AND PRESENTATIONS**

**1. DISTRICT GOALS AND BOARD INTERESTS FOR 2014-15 (WRITTEN ONLY)**

*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.*

Superintendent, Marc Ecker, has provided a review of the 2013-14 board interests and a brief explanation as to how the 2013-14 district goals were blended into the 2014-15 Local Control Accountability Plan. The Board of Trustees may wish to discuss the 2014-15 district goals and board interests.

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC HEARINGS**

**2. PUBLIC HEARING FOR THE AGREEMENT BETWEEN CSEA #358 AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE 2014-15 SCHOOL YEAR**

A public hearing shall be held for the purpose of receiving public comment on the agreement between the Fountain Valley School District and CSEA # 358 for the 2014-15 school year.

**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**

**3. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CSEA CHAPTER #358 FOR 2014-15 SCHOOL YEAR**

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

Attached is the Public Disclosure of Collective Bargaining Agreement between Fountain Valley School District and CSEA #358 for the 2014-15 year.

Superintendent's Recommendation: It is recommended that Board of Trustees approve the Public Disclosure of Collective Bargaining Agreement for the

agreement between Fountain Valley School District and CSEA # 358 for the 2014-15 school year.

- 4. AGREEMENT BETWEEN CSEA CHAPTER #358 AND FOUNTAIN VALLEY SCHOOL DISTRICT** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that the Board of Trustees approve this agreement dated June 9, 2014.

- 5. REVISION TO BOARD POLICY 4020: SCHOOL PLANS/SITE COUNCILS (FIRST READING)** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4020 School Plans/Site Councils be approved for first reading, with necessary changes as indicated by the Board of Trustees.

- 6. REVISION TO BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES (FIRST READING)** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

Superintendent's Recommendation: It is recommended that revisions to Board Policy 1312.3 Uniform Complaint Procedures be approved for first reading, with necessary changes as indicated by the Board of Trustees.

- 7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M \_\_\_  
2<sup>nd</sup> \_\_\_  
V \_\_\_

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

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

**Routine Items of Business**

- 7-A.** Board Meeting Minutes from the June 18<sup>th</sup> regular meeting
- 7-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C.** Donations
- 7-D.** Warrants
- 7-E.** Purchase Order Listing
- 7-F.** Budget Adjustments
- 7-G.** Resolution 2014-30: Compensation for Board Member Jimmy Templin for missed Board meeting on June 18, 2014 due to illness

**Consent Items****7-H. BOARD RESOLUTION, STATE PRESCHOOL PROGRAM**

Superintendent's Comments: It is recommended that the Board of Trustees adopt the resolution for the State Preschool Program Contract for the school year 2014/2015.

**7-I. 2013-2014 QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS**

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

**7-J. RESOLUTION 2015-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**

Superintendent's Comments: It is recommended that the Board of Trustees approve Resolution 2015-01: Authorization of Signatures on Replacement Warrants.

**7-K. RESOLUTION 2015-02: APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

Superintendent's Comments: It is recommended that the Board of Trustees adopt Resolution 2015-02 naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

**7-L. RESOLUTION 2015-03: AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS**

Superintendent's Comments: It is recommended that the Board of Trustees approves Resolution 2015-03: Authorization of Approval of Vendor Claims/Orders.

**7-M. RESOLUTION 2015-04: AUTHORIZATION OF SIGNATURES**

Superintendent's Comments: It is recommended that the Board of Trustees approve Resolution 2015-04: Authorization of Signatures.

**7-N. APPROVE RESOLUTION 2015-05-TEMPORARY INTER-FUND TRANSFER FROM FUND 40**

Superintendent's Comments: It is recommended that the Board of Trustees approve Resolution 2015-05, the temporary inter-fund transfer of funds from Fund 40.

**7-O. AUTHORIZATION TO USE NORWALK-LA MIRADA SCHOOL DISTRICT DAIRY BID (BID #1314-2)**

Superintendent's Comments: It is recommended that the Board authorize the Superintendent or his designee, to approve the 2014-2015 rollover of the La Mirada-Norwalk School District Dairy Bid #1314-2 ("piggyback").

**7-P. AUTHORIZATION TO USE SANTA CLARITA SCHOOL DISTRICT FOOD BID FROZEN/DRY RFP #11-12-31012012-01**

Superintendent's Comments: It is recommended that the Board of Trustees approve the extension of the Santa Clarita Cooperative Frozen/Dry Food Bid #11-12-31012012-01.

**7-Q. DECLARATION OF SURPLUS PROPERTY**

Superintendent's Comments: It is recommended that the Board of Trustees declare the above listed property to be surplus. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to conduct a public auction for the sale this equipment and be authorized to sign all related documents.

**7-R. RECORD OF EIGHTH GRADE PROMOTION, JUNE 2014**

Superintendent's Comments: It is recommended that the Board of Trustees approve, as submitted by the principals, the names of all students recommended for an eighth grade Certificate of Promotion in the 2013-14 school year.

**7-S. GRANT AGREEMENT FCI-SD2-07 BY AND BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FOUNTAIN VALLEY SCHOOL DISTRICT**

Superintendent's Comments: It is recommended that the Board of Trustees approve Grant Agreement FCI-SD2-07 between the Children and Families Commission of Orange County and Fountain Valley School District for the period July 1, 2014 through June 30, 2017.

**7-T. ADOPTION AND PURCHASE OF THE WE CAN EARLY LEARNING CURRICULUM**

Superintendent's Comments: It is recommended that the Board of Trustees approve the adoption and purchase of the *We Can* early learning program for use in the District's preschool programs.

**7-U. CONTRACT FOR PROFESSIONAL DEVELOPMENT IN THE WE CAN EARLY LEARNING CURRICULUM**

Superintendent's Comments: It is recommended that the Board of Trustees approve the contract with Vicki Gibson, Ph.D., for professional development in the *We Can* early learning curriculum.

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

Superintendent's Comments: It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

**7-W. RESOLUTION 2015-07 SELF-INSURED WORKERS' COMPENSATION ADMINISTRATION AGREEMENT WITH KEENAN AND ASSOCIATES**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2015-07 approving the Run-Off Administrative Agreement with Kennan and Associates to provide administrative services for the period of July 1, 2014 through June 30, 2015 for a fee of \$2,800.

**7-X. RECOMMENDATION TO AWARD BID #14-03, "NEWLAND – PARKING LOT"**

Superintendent's Comments: It is recommended that the Board of Trustees award Bid # 14-03 to Golden State Paving in the amount of \$ 129,522.00 and authorize the Superintendent or his designee to sign all documents on behalf of the District.

**7-Y. RECOMMENDATION TO AWARD BID #14-04, "FULTON MODULARS – SITE WORK"**

Superintendent's Comments: It is recommended that the Board of Trustees award Bid # 14-04 to R Jensen Co, Inc. in the amount of \$303,000.00 and authorize the Superintendent or his designee to sign all documents on behalf of the District.

**7-Z. MILEAGE REIMBURSEMENT TO PARENTS**

Superintendent's Comments: It is recommended that the Board of Trustees approve the mileage reimbursement to the parents.

**7-Z1. AGREEMENT FOR SPECIAL SERVICES WITH SCHOOLS SERVICES OF CALIFORNIA**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Agreement for Special Services with School Services of California, Inc., for the period of one year, beginning August 1, 2014 and ending July 31, 2015, and authorize the Superintendent or designee to sign all documents.

**7-Z2. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the

general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Non-Public School/Agency	100% Contract Cost	Effective Dates
Cornerstone Therapies	\$400.00	5/20/2014-6/30/2014
Del Sol School	\$330.00	6/02/2014-6/30/2014
Cornerstone Therapies	\$4,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$960.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$960.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$2,000.00	7/1/2014-6/30/2015
Dr. Perry Passaro	\$4,200.00	7/1/2014-6/30/2015
Abby Rozenberg	\$270.00	7/1/2014-12/31/2014
Behavior Solutions, Inc.	\$500.00	7/1/2014-6/30/2015
Del Sol School	\$4,400.00	7/1/2014-6/30/2015
Mardan Center of Educational Therapy	\$35,432.00	7/1/2014-6/30/2015
Speech & Language Development Center	\$53,172.50	7/1/2014-6/30/2015

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

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

### **The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, August 14, 2014 at 7:00pm.**

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

*Board meeting proceedings are tape recorded.*

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

To: Board of Trustees  
From: Marc Ecker, Superintendent  
Re: Staff Written Report-Goals and Board Interests  
Date: July 21, 2014

### **District Goals**

Staff is in the process of reviewing the LCAP Goals for 2014-15. We are blending into the review the progress we made on the 2013-14 district goals since they were used to a great extent in formulating our LCAP objectives. This information will come to the Board for a full discussion on August 14. While the LCAP goals touch every area, most of the adopted LCAP goals impact instruction. There may be areas in personnel and business that the Board of Trustees would like to see more delineated in a separate plan. This will be a part of our August 14 meeting.

### **Board Interests**

1. The Board's first interest in 2013-14 dealt with advancing 21<sup>st</sup> century learning. We moved the dial on this interest first by expending \$600,000 from our Common Core Funding to purchase chrome books and carts for student use not only with the smarter balanced assessment, but for instructional use throughout the school year. We continued to expand teacher participation in BYOD and we also piloted a 1-1 student/device in two third grade classrooms at Courreges. We have plans to expand this next year. Finally we used the one time savings from the superintendent's salary to purchase teacher laptop computers at six of our sites.
2. The Board's second interest relates to raising the district's profile through increased media presence and community involvement. Through our consulting agreement with Clifford Moss, Lynn Davis has been instrumental in the dissemination of press releases, sharing the good news of our school district throughout the county and the establishment of a facebook page which now has over 800 followers. It is important to note that even the Orange County Register is following our facebook page and we get inquiries about information posted on our facebook page for potential stories. We have increased our capacity to reach non parents and business owners electronically by hiring a website social media technician who has greatly improved the quality and appearance of the district's website. Strong collaboration exists between our webmaster and Lynn Davis coordinating content and publicizing district news. Evidence of our progress in this area is reflected in our LCAP outreach efforts and the superintendent search process.
3. This was explored by senior staff early in the school year and found not to be a good match for our school district for a variety of reasons. While we may not be running a Saturday school program in the near future, staff continues to look for ways to improve student attendance and ADA as reflected in our LCAP.
4. Although the Board has chosen not to engage in PLC activities during the board meetings to any great extent, the Board has participated in study sessions and has attended ACSA/CSBA sponsored meetings and events throughout the year. Additional learning opportunities are also available throughout the year at CSBA and other sponsored conferences.



At the August 14<sup>th</sup> Board of Trustees Meeting, the Board will also have an opportunity to discuss the revision of its current Board Interests or in developing new ones for the 2014-15 school year.

# **NOTICE OF PUBLIC HEARING**

FOUNTAIN VALLEY SCHOOL DISTRICT

## **AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 358 (CSEA)**

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on July 24, 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 agreement for the 2014-15 year between the District and the California School Employees Association, Chapter 358 (CSEA).

**FOUNTAIN VALLEY SCHOOL DISTRICT**

By: Marc Ecker, Ph.D., Superintendent

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
DFS/14-15 - 66

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: Agreement between CSEA # 358 and FVSD  
DATE: July 09, 2014

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**BACKGROUND**

On June 09, 2014, the California School Employees Association # 358 (CSEA) ratified the "Agreement" between CSEA 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 CSEA.

**IMPACT**

Effective July 01, 2014 there will be a two percent (2%) increase to the classified salary schedule. The total compensation of the agreement for Classified Bargaining Unit Members will be \$204,044. One half of this amount, or \$102,022, was anticipated and therefore included in the 2014-15 district budget approved by the Board of Trustees on June 18, 2014. The budget will be adjusted to reflect the additional one percent (1%). Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective for the period from July 1, 2014 thru June 30, 2015.

**RECOMMENDATION**

It is recommended that Board of Trustees approve the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA # 358 for the 2014-15 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 - California School Employees

**School District - Bargaining Unit:** Association, Chapter 358 (CSEA)

**Certificated, Classified, Other:** Classified

The proposed agreement covers the period beginning: July 1, 2014 and ending: June 30, 2015  
(date) (date)

The Governing Board will act upon this agreement on: July 24th, 2014  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement FY 2014/15	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 <b>Salary Schedule</b> Increase (Decrease)	\$ 8,955,765.00	\$ 102,022	\$ -	\$ -
		1.14%	0.00%	0.00%
2 <b>Step and Column</b> Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 <b>Other Compensation -</b> Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)  Description of other compensation	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
4 <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.</b>	\$ -	\$ 53,665	\$ -	\$ -
		%	0.00%	0.00%
5 <b>Health/Welfare Plans</b>	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 <b>Total Compensation -</b> Increase (Decrease) (Total Lines 1-5)	\$ 8,955,765	\$ 155,687.00	\$ -	\$ -
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	212.00	212	212	212
8 <b>Total Compensation Average Cost per Employee</b>	\$ 42,244	\$ 734		\$ -
		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"?

A 2% increase to classified salary schedule. NOTE: An anticipated 1% was included in the approved 2014-15 budget. The increase column on page one represents an additional 1%.

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.)

1) The additional hours for an Office Assistants working at a 6-8 school when added to the regular work hours cannot result in a work day longer than seven (7) hours a day for five days. 2) Health Assistants working at a K-5 school may work up to two (2) additional days to prepare for the start of the school year. Health Assistants working at a 6-8 school may work 3 additional days.

- 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.

In the event the certificated bargaining unit receives a salary increase greater than two (2) percent in 2014-15, the classified salary schedule shall be increased from two (2) percent to the percentage received by the other bargaining unit along with the effective date of the increase.

**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 cost a two percent (2%) increase is \$204,044. This expense is offset by new funding received from the Local Control Funding Formula. NOTE: An anticipated one percent (1%) increase was included in the 2014-15 approved budget. The increase column on page one represents an additional one percent.

**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

Additional revenues gained under the Local Control Funding Formula.

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)?

Ongoing costs will be funded by ongoing LCFF revenues.

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.)

N/A

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Enter Bargaining Unit: California School Employees Association, Chapter 358 (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 40,254,327	\$ -	\$ -	\$ 40,254,327
Remaining Revenues (8100-8799)	\$ 1,088,319	\$ -	\$ -	\$ 1,088,319
<b>TOTAL REVENUES</b>	\$ 41,342,646	\$ -	\$ -	\$ 41,342,646
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 20,342,823	\$ -	\$ -	\$ 20,342,823
Classified Salaries (2000-2999)	\$ 5,665,077	\$ 53,558	\$ -	\$ 5,718,635
Employee Benefits (3000-3999)	\$ 6,742,107	\$ 10,716	\$ -	\$ 6,752,823
Books and Supplies (4000-4999)	\$ 812,643	\$ -	\$ -	\$ 812,643
Services, Other Operating Expenses (5000-5999)	\$ 1,719,992	\$ -	\$ -	\$ 1,719,992
Capital Outlay (6000-6599)	\$ 90,000	\$ -	\$ -	\$ 90,000
Other Outgo (7100-7299) (7400-7499)	\$ 172,925	\$ -	\$ -	\$ 172,925
Direct Support/Indirect Cost (7300-7399)	\$ (141,396)	\$ -	\$ -	\$ (141,396)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 35,404,171	\$ 64,274	\$ -	\$ 35,468,445
OPERATING SURPLUS (DEFICIT)	\$ 5,938,475	\$ (64,274)		\$ 5,874,201
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 1,076,011	\$ -	\$ -	\$ 1,076,011
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (6,880,807)	\$ -	\$ -	\$ (6,880,807)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 133,679	\$ (64,274)	\$ -	\$ 69,405
<b>BEGINNING BALANCE</b>				
Beginning Balance	\$ 2,160,457			\$ 2,160,457
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 2,294,136	\$ 2,229,862	\$ 2,229,862	\$ 2,229,862
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 135,000		\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 208,795		\$ -	\$ 208,795
Reserve for Economic Uncertainties (9789)	\$ 1,475,359	\$ 3,061	\$ -	\$ 1,478,420
Unassigned/Unappropriated (9790)	\$ 474,982	\$ (67,335)	\$ -	\$ 407,647

\* Please see question on page 7.

**H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Restricted General Fund**

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 6,134,321	\$ -	\$ -	\$ 6,134,321
<b>TOTAL REVENUES</b>	\$ 6,134,321	\$ -	\$ -	\$ 6,134,321
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 4,803,352	\$ -	\$ -	\$ 4,803,352
Classified Salaries (2000-2999)	\$ 3,290,688	\$ 31,454	\$ -	\$ 3,322,142
Employee Benefits (3000-3999)	\$ 1,951,891	\$ 6,294	\$ -	\$ 1,958,185
Books and Supplies (4000-4999)	\$ 877,240	\$ -	\$ -	\$ 877,240
Services, Other Operating Expenses (5000-5999)	\$ 2,218,473	\$ -	\$ -	\$ 2,218,473
Capital Outlay (6000-6599)	\$ 314,000	\$ -	\$ -	\$ 314,000
Other Outgo (7100-7299) (7400-7499)	\$ 299,980	\$ -	\$ -	\$ 299,980
Direct Support/Indirect Cost (7300-7399)	\$ 18,854	\$ -	\$ -	\$ 18,854
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 13,774,478	\$ 37,748	\$ -	\$ 13,812,226
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (7,640,157)	\$ (37,748)	\$ -	\$ (7,677,905)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,880,807	\$ -	\$ -	\$ 6,880,807
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (759,350)	\$ (37,748)	\$ -	\$ (797,098)
<b>BEGINNING BALANCE</b>	\$ 2,637,822			\$ 1,848,223
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 1,878,472	\$ 1,840,724	\$ -	\$ 1,051,125
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 1,878,439	\$ (37,748)	\$ -	\$ 1,840,691
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: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2013 )	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 40,254,327	\$ -	\$ -	\$ 40,254,327
Remaining Revenues (8100-8799)	\$ 7,222,640	\$ -	\$ -	\$ 7,222,640
<b>TOTAL REVENUES</b>	\$ 47,476,967	\$ -	\$ -	\$ 47,476,967
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 25,146,175	\$ -	\$ -	\$ 25,146,175
Classified Salaries (2000-2999)	\$ 8,955,765	\$ 85,012	\$ -	\$ 9,040,777
Employee Benefits (3000-3999)	\$ 8,693,998	\$ 17,010	\$ -	\$ 8,711,008
Books and Supplies (4000-4999)	\$ 1,689,883	\$ -	\$ -	\$ 1,689,883
Services, Other Operating Expenses (5000-5999)	\$ 3,938,465	\$ -	\$ -	\$ 3,938,465
Capital Outlay (6000-6599)	\$ 404,000	\$ -	\$ -	\$ 404,000
Other Outgo (7100-7299) (7400-7499)	\$ 472,905	\$ -	\$ -	\$ 472,905
Direct Support/Indirect Cost (7300-7399)	\$ (122,542)	\$ -	\$ -	\$ (122,542)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 49,178,649	\$ 102,022	\$ -	\$ 49,280,671
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (1,701,682)	\$ (102,022)	\$ -	\$ (1,803,704)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,076,011	\$ -	\$ -	\$ 1,076,011
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (625,671)	\$ (102,022)	\$ -	\$ (727,693)
<b>BEGINNING BALANCE</b>	\$ 4,798,279			\$ 4,008,680
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 4,172,608	\$ 4,070,586	\$ 4,070,586	\$ 3,280,987
<b>COMPONENTS OF ENDING BALANCE:</b>				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 1,878,439	\$ (37,748)	\$ -	\$ 1,840,691
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 208,795	\$ -	\$ -	\$ 208,795
Reserve for Economic Uncertainties (9789)	\$ 1,475,359	\$ 3,061	\$ -	\$ 1,478,420
Unassigned/Unappropriated (9790)	\$ 474,982	\$ (67,335)	\$ -	\$ 407,647

\* Please see question on page 7.

**I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**

**Combined General Fund**

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	2014-15	2015-16	2016-17
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 40,254,327	\$ 42,258,169	\$ 43,634,563
Remaining Revenues (8100-8799)	\$ 7,222,640	\$ 7,340,219	\$ 7,318,905
<b>TOTAL REVENUES</b>	\$ 47,476,967	\$ 49,598,388	\$ 50,953,468
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 25,146,175	\$ 25,548,514	\$ 25,957,290
Classified Salaries (2000-2999)	\$ 9,040,777	\$ 9,094,511	\$ 9,148,568
Employee Benefits (3000-3999)	\$ 8,711,008	\$ 9,191,341	\$ 9,670,974
Books and Supplies (4000-4999)	\$ 1,689,883	\$ 1,673,641	\$ 1,723,850
Services, Other Operating Expenses (5000-5999)	\$ 3,938,465	\$ 3,863,007	\$ 3,978,897
Capital Outlay (6000-6999)	\$ 404,000	\$ 225,704	\$ 230,000
Other Outgo (7100-7299) (7400-7499)	\$ 472,905	\$ 485,000	\$ 485,000
Direct Support/Indirect Cost (7300-7399)	\$ (122,542)	\$ (121,000)	\$ (122,500)
Other Adjustments		\$	\$
<b>TOTAL EXPENDITURES</b>	\$ 49,280,671	\$ 49,960,718	\$ 51,072,079
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (1,803,704)	\$ (362,330)	\$ (118,611)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 1,076,011	\$ -	\$ -
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (625,671)	\$ (362,330)	\$ (118,611)
<b>BEGINNING BALANCE</b>	\$ 4,798,279	\$ 4,172,608	\$ 3,810,278
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 3,280,987	\$ 3,810,278	\$ 3,691,667
<b>COMPONENTS OF ENDING BALANCE:</b>			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 1,840,691	\$ 1,212,231	\$ 100,125
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 208,795	\$ 210,000	\$ 203,532
Reserve for Economic Uncertainties (9789)	\$ 1,478,420	\$ 1,498,822	\$ 1,532,162
Unassigned/Unappropriated (9790)	\$ 407,647	\$ 754,226	\$ 1,720,848

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2014-15	2015-16	2016-17
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 49,280,671	\$ 49,960,718	\$ 51,072,079
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)	\$ 1,478,420	\$ 1,498,822	\$ 1,532,162

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,478,420	\$ 1,498,822	\$ 1,532,162
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 407,647	\$ 754,226	\$ 1,720,848
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	\$ 1,886,067	\$ 2,253,047	\$ 3,253,010
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2014-15	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2015-16	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2016-17	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 total increase in compensation is \$204, 044 or 2 percent. One percent was anticipated and included in the 2014-5 budget so that the additional impact is only \$102,022.

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

None.



**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 DIVISION

MEMORANDUM

To: Dr. Marc Ecker, Superintendent  
From: Cathie Abdel, Assistant Superintendent, Personnel  
Re: Agreement between CSEA Chapter #358 and FVSD  
Date: July 8, 2014

---

**BACKGROUND**

On June 9, 2014, FVSD and CSEA Chapter #358 reached a tentative agreement for 2014-2015. The agreement was ratified by the members of CSEA Chapter #358 on June 16, 2014. The agreement includes a 2% increase to the classified salary schedule effective July 1, 2014. In addition, the agreement includes the following language changes:

- ◆ An increase of 1 additional hour a day for a total of 7 hours for the last 5 days of the work year for middle school office assistants to complete end of the year duties.
- ◆ Clean up language for 200 day employees, including the removal of the reference to a K-8 school setting.
- ◆ Language added to address additional duty days for Health Assistants prior to the start of each school year (K-5 = 2 days and 6-8 = 3 days) to provide adequate time to prepare for the arrival of the students.

**RECOMMENDATION**


It is recommended that the Board of Trustees approve this agreement dated June 9, 2014.


Tentative Agreement Between  
Fountain Valley School District and  
California School Employees Association and its Chapter #358  
July 1, 2014– June 30, 2015  
June 9, 2014

The Fountain Valley School District and the California School Employees Association and its Chapter #358 reached an agreement on all matters of bargaining for the 2014-2015 contract year. The specific details of this tentative agreement are as follows:

- 1) A two percent (2%) increase to the classified salary schedule effective July 1, 2014.
- 2) In the event the bargaining unit representing certificated teachers receive a salary schedule increase of more than two percent (2%) for 2014-2015, the classified salary schedule will be increased from two percent (2%) to the percentage received by the other bargaining unit along with the effective date of the increase.
- 3) The following contract language additions/changes:
  - 10.1.1.2 The work year for Office Assistants is 200 days. With ~~Executive Director~~, Assistant Superintendent, Personnel and supervisor approval, Office Assistants may work additional hours to complete end-of-year duties. This additional time does not extend the length of the work year. The additional hours for Office Assistants working at a K-5 school when added to the regular work hours cannot result in a workday longer than six (6) hours a day for five (5) days. ~~The additional hours for Office Assistants working at a 6-8 school when added to the regular work hours cannot result in a workday longer than seven (7) hours a day for five (5) days.~~
  - 10.1.1.3 Other 200 day employees (School Administrative Assistant, Senior Office Assistant, and Senior Secretary) may work up to five (5) additional days to complete the required end-of-year duties, if approved by the Assistant Superintendent, Personnel and immediate supervisor. ~~SAA working at a K-8 school may work up to seven (7) additional days to complete the required end-of-year duties, if approved by the immediate supervisor.~~ SAA working at a K-5 school may work up to five (5) additional days to complete the required end-of-year duties. SAA working at a 6-8 school may work up to ten (10) additional days to complete the required end-of-year duties. ~~approved by the immediate supervisor. These additional days extend the work year by five (5), seven (7), or ten (10) days~~
  - 10.1.1.4 The work year for Health Assistants is 180 days. With Assistant Superintendent, Personnel and supervisor approval, Health Assistants may work additional days to prepare for the start of the school year. Health Assistants working at a K-5 school may work up to two (2) additional days to prepare for the start of the school year. Health Assistants working at a 6-8 school may work up to three (3) additional days to prepare for the start of the school year. The number of hours per day shall be the same as the number of hours in the regular assignment.
- 5) Article XVIII: Term of the Agreement  
This agreement shall remain in full force and effective beginning July 1, 2014 and ending June 30, 2017 and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing by March 1, of its request to modify, amend or terminate this agreement.

Executed this 9<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Martin Headland-Watson, President CSEA #358

  
\_\_\_\_\_  
Amy Gonzales, CSEA LRR

  
\_\_\_\_\_  
Cathie Abdel, Assistant Superintendent, Personnel





# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## Memorandum

**TO:** Marc Ecker, Superintendent

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

**DATE:** July 15, 2014

**SUBJECT:** Revision to Board Policy 4020: School Plans/Site Councils (First Reading)

---

### Background

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

Board Policy 4020: School Plans/Site Councils was revised to delete material on school site block grants, which are no longer operational and the section on "School Plans for Categorical Block Grants" since requirements for the Pupil Retention Block Grant and School and Library Improvement Block Grant are now flexible under the Local Control Funding Formula pursuant to AB 97. The policy was also updated to reflect the California Department of Education guide regarding the (1) selection of school site council members, including clarification of membership requirements in middle schools, and (2) the process of developing the Single Plan for Student Achievement, including data sources, consultation with advisory groups, and new budget planning and evaluation tools.

### Recommendation:

It is recommended that revisions to Board Policy 4020 School Plans/Site Councils be approved for first reading, with necessary changes as indicated by the Board of Trustees.

**Philosophy-Goals-Objectives and Comprehensive  
Plans SCHOOL PLANS/SITE COUNCILS**

BP 0420 (a)

**SCHOOL PLANS/SITE COUNCILS**

**Philosophy, Goals, Objectives and Comprehensive Plans**

When required by law or determined to be a useful tool to accomplish district and school goals, school site councils or other school advisory groups shall develop comprehensive school plans designed to enhance student achievement at individual school sites. **The Governing Board believes that comprehensive planning at each district school is necessary in order to focus school improvement efforts on student academic achievement and facilitate the effective use of district resources. The Superintendent or designees shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.**

(cf. [0000](#) - Vision)  
(cf. [0200](#) - Goals for the School District)  
(cf. [0400](#) - Comprehensive Plans)  
(cf. [0420.5](#) - School-Based Decision Making)  
(cf. [1220](#) - Citizen Advisory Committees)  
(cf. [1431](#) - Waivers)  
(cf. [6020](#) - Parent Involvement)

Single Plan for Student Achievement

The Superintendent or designee shall ensure that a single plan for student achievement is prepared by the school site council as required by law for each school participating in specified state and/or federal categorical programs. **For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA).** (Education Code [41507](#), [41572](#), [52055.755](#), [64001](#))

(cf. [0420.1](#) - School-Based Program Coordination)  
(cf. [0450](#) - Comprehensive Safety Plan)  
(cf. [0520](#) - Intervention for Underperforming Schools)  
(cf. [0520.1](#) - High Priority Schools Grant Program)  
(cf. [1220](#) - Citizen Advisory Committees)  
(cf. [1431](#) - Waivers)  
(cf. [0520.2](#) - Title I Program Improvement Schools)  
(cf. [0520.4](#) - Quality Education Investment Schools)  
(cf. [3513.3](#) - Tobacco-Free Schools)  
(cf. [4131](#) - Staff Development)  
(cf. [4139](#) - Peer Assistance and Review)  
(cf. [5147](#) - Dropout Prevention)  
(cf. [5148.1](#) - Child Care Services for Parenting Students)  
(cf. [6020](#) - Parent Involvement)  
(cf. [6142.91](#) - Reading/Language Arts Instruction)  
(cf. [6151](#) - Class Size)  
(cf. [6163.1](#) - Library Media Centers)  
(cf. [6164.2](#) - Counseling/Guidance Services)  
(cf. [6171](#) - Title I Programs)  
(cf. [6174](#) - Education for English Language Learners)

## SCHOOL PLANS/SITE COUNCILS

(cf. [6190](#) - Evaluation of the Instructional Program)

Whenever feasible, any other school plan may be incorporated into the ~~single plan for student achievement~~ **SPSA. (Education Code 64001)**

The Superintendent or designee shall review each school's ~~single plan~~ **SPSA to and** ensure that it has been developed and approved by a properly constituted school site council, meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and students. He/she shall submit to the Governing Board his/her recommendations for plan approval or ~~recommendations regarding any subsequent material revisions of the plan.~~

The Board shall review and approve each school's ~~single plan for student achievement~~ **SPSA at a regularly scheduled meeting. The Board also shall review and approve any subsequent material** revisions ~~that include material changes~~ affecting the academic programs for students participating in these categorical programs. The Board shall certify that, to the extent allowable under federal law, the plan is consistent with district local improvement plans required as a condition of receiving federal funding. **Any such review and approval shall be at a regularly scheduled Board meeting.** (Education Code [64001](#))

**Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval.**

The Superintendent or designee shall ensure that principals and members of each site council receive training on the roles and responsibilities of the site council. ~~To the extent necessary, he/she shall ensure that site councils receive the resources necessary in order to perform their role effectively.~~

### ~~School Site Block Grants~~

~~Upon receipt of state funding for school site block grants, the Board shall allocate the funds to district schools on an equal per pupil basis. (AB 1802, Sec. 43, Statutes of 2006)~~

~~The school's use of the funds allocated through this block grant shall be proposed by the school site council or, if the school does not have a school site council, by a schoolwide advisory group or school support group. (AB 1802, Sec. 43, Statutes of 2006)~~

~~The Board requires school site councils to fund the highest priority needs identified in school improvement plans. The school site council shall provide the Superintendent or designee and the Board with a written plan that includes a statement of the identified need(s) and how the funds will be used to enhance the educational program.~~

## SCHOOL PLANS/SITE COUNCILS

Before the funds are encumbered or expended, the Board and the superintendent or designee shall approve the site council's proposed use of the funds. If the Board does not approve the proposed use, the Board shall inform the school site council of the reasons for disapproval and request that the council review and revise its proposal. (AB 1802, Sec. 43, Statutes of 2006)

### *Legal Reference:*

#### **EDUCATION CODE**

*52-53 Designation of schools*

~~*8240-8244 General child care and development programs*~~

~~*8750-8754 Conservation education*~~

~~*18100-18203 School libraries*~~

~~*32228-32228.5 School safety and violence prevention*~~

*33133 Information guide for school site councils*

*35147 Open meeting laws exceptions*

*41500-41573 Categorical education block grants*

~~*44500-44508 Peer Assistance and Review Program*~~

~~*44520-44534 New Careers Program*~~

~~*48400-48403 Compulsory continuation education*~~

~~*48430-48438 Continuation education*~~

~~*48660-48667 Community day schools*~~

~~*51745-51749.3 Independent study*~~

~~*51760-51769.5 Work experience education*~~

~~*51870-51874 Educational technology*~~

~~*52053-52055.55 Immediate Intervention/Underperforming Schools Program*~~

~~*52055.600-52055.662 High Priority Schools Grant Program*~~

~~*52055.700-52055.770 Quality Education Investment Act*~~

*52176 Advisory committees*

~~*52200-52212 Gifted and Talented Education Program*~~

~~*52300-52346 Regional occupational centers*~~

~~*52500-52617 Adult education, including:*~~

~~*52610-52616.24 Adult education finances*~~

~~*52800-52887 School-Based Program Coordination Act*~~

~~*52890 Qualifications and duties of outreach consultants*~~

~~*54000-54028 Educationally Disadvantaged Youth Programs*~~

~~*54100-54145 Miller-Unruh Basic Reading Act*~~

~~*54425 Advisory committees (compensatory education)*~~

~~*54650-54659 Education Improvement Incentive Program*~~

~~*54740-54749.5 California School Age Families Education Program*~~

~~*56000-56885 Special education*~~

~~*64000 Categorical programs included in consolidated application*~~

~~*64001 Single school plan for student achievement, consolidated application programs*~~

#### **REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS**

~~*52012 Establishment of school site council*~~

~~*52014-52015 School plans*~~

#### **HEALTH AND SAFETY CODE**

~~*104420 Tobacco use prevention*~~

#### **MILITARY AND VETERANS CODE**

~~*500-520.1 California Cadet Corps*~~

#### **AB 1802 UNCODIFIED 2006 STATUTE**

~~*43 School site block grants*~~

## **SCHOOL PLANS/SITE COUNCILS**

*CODE OF REGULATIONS, TITLE 5*

[3930-3937](#) *Compliance plans*

*UNITED STATES CODE, TITLE 20*

[6311](#) *Accountability, adequate yearly progress*

[6312-6319](#) *Title I programs; plans*

[6421-6472](#) *Programs for neglected, delinquent, and at-risk children and youth*

[6601-6651](#) *Teacher and Principal Training and Recruitment program*

[6801-7014](#) *Limited English proficient and immigrant students*

[7101-7165](#) *Safe and Drug-Free Schools and Communities*

[7341-7355c](#) *Rural Education Initiative*

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils, April 2006*

*A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2013*

*WEST ED PUBLICATIONS*

*California Healthy Kids Survey*

*California School Climate Survey*

*WEB SITES*

*California Department of Education, Single Plan for Student Achievement:*

<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>

*Center for Comprehensive School Reform and Improvement: <http://www.centerforesri.org>*

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

*WestEd: <http://wested.org>*

## SCHOOL PLANS/SITE COUNCILS

### School Site Councils

When required for participation in any categorical program, each district school shall establish a school site council or advisory committee. (Education Code [41507](#), [41572](#), [52852](#), [64001](#))

(cf. [0420.1](#) – *School-Based Program Coordination*)

The school site council shall be composed of the following: (Education Code [41507](#), [41572](#), [52852](#))

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel chosen by the school's other personnel
4. ~~Parents/guardians of students attending the school chosen by other such parents/guardians, or community members chosen by the parents/guardians as representatives~~  
**Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school**
5. **In secondary schools, students attending the school selected by other such students**

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For elementary school site councils, the remaining half shall be ~~parents/guardians or parent/guardian representatives~~. **For secondary school site councils, the remaining half shall be equal numbers of parent/guardian representatives and students.** (Education Code [41507](#), [41572](#), [52852](#))

A district employee may serve as a parent/guardian representative on the site council of the school his/her child attends, provided the employee does not work at that school. (Education Code [52852](#))

School site councils may function on behalf of other committees in accordance with law. (Education Code [52055.620](#), [52176](#), [52870](#), [54425](#); 5 CCR [3932](#))

(cf. [0520.1](#) - *High Priority Schools Grant Program*)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code [35147](#).

(cf. [1220](#) - *Citizen Advisory Committees*)

## SCHOOL PLANS/SITE COUNCILS

### Single Plan for Student Achievement

In order for a school to participate in any state or federal categorical program specified in Education Code [41506](#), [41571](#), [52055.700](#), or 64000, the school site council shall approve, annually review, and update a single plan for student achievement (**SPSA**). If the school does not have a school site council, a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed **in the section “School Site Councils”** above shall fulfill these responsibilities. (Education Code [41507](#), [41572](#), [52055.755](#), [64001](#))

~~(cf. [0420.1](#) - School Based Program Coordination)~~  
 (cf. [0450](#) - Comprehensive Safety Plan)  
~~(cf. [0520](#) - Intervention for Underperforming Schools)~~  
~~(cf. [0520.1](#) - High Priority Schools Grant Program)~~  
~~(cf. [0520.2](#) - Title I Program Improvement Schools)~~  
 (cf. [0520.4](#) - Quality Education Investment Schools)  
 (cf. [1431](#) - Waivers)  
 (cf. [3513.3](#) - Tobacco-Free Schools)  
 (cf. [4131](#) - Staff Development)  
~~(cf. [4139](#) - Peer Assistance and Review)~~  
 (cf. [5147](#) - Dropout Prevention)  
~~(cf. [5148.1](#) - Child Care Services for Parenting Students)~~  
 (cf. [6020](#) - Parent Involvement)  
 (cf. [6142.91](#) - Reading/Language Arts Instruction)  
 (cf. [6151](#) - Class Sizes)  
~~(cf. [6163.1](#) - Library Media Centers)~~  
 (cf. [6164.2](#) - Counseling/Guidance Services)  
 (cf. [6171](#) - Title I Programs)  
 (cf. [6174](#) - Education for English Language Learners)  
 (cf. [6184](#) - Continuation Education)

**The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)**

The ~~single plan for student achievement~~ **SPSA** shall be aligned with school goals for improving student achievement and shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test (CELDT), and any other data voluntarily developed by the district to measure student achievement. (Education Code [64001](#))

~~(cf. [0500](#) - Accountability)~~  
 (cf. [6162.5](#) - Student Assessment)  
~~(cf. [6162.51](#) - State Academic Achievement Tests)~~  
 (cf. [6162.52](#) - High School Exit Examination)

The ~~plan~~ **SPSA** shall, at a minimum: (Education Code [64001](#))

## SCHOOL PLANS/SITE COUNCILS

1. Address how funds provided to the school through categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API
2. Identify the school's means of evaluating progress toward accomplishing those goals
3. Identify how state and federal law governing these programs will be implemented

In addition to meeting the requirements common to all applicable school plans, the ~~single plan~~ **SPSA** shall address the content required by law for each individual categorical program in which the school participates.

~~Plans developed for the state's Immediate Intervention/Underperforming Schools Program pursuant to Education Code [52054](#) or the federal Title I schoolwide programs pursuant to 20 USC [6314](#) shall satisfy the requirement for the single plan. (Education Code [64001](#))~~

~~(cf. [0520](#) - Intervention for Underperforming Schools)  
(cf. [6171](#) - Title I Programs)~~

In developing or revising the ~~single plan~~ **SPSA**, the school site council shall:

1. ~~Measure the effectiveness of current improvement strategies at the school~~

~~The school site council shall analyze student performance based on state and local data, identify significant low performance among all student groups, and analyze instructional programs to determine program areas that need to be addressed in order to raise performance of student groups not meeting academic standards.~~ **Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.**

~~(cf. [6011](#) - Academic Standards)~~

2. ~~Seek input from other school advisory committees as appropriate~~ **Assess the effectiveness of the school's instructional program in relation to the analysis of student data.**
3. ~~Reaffirm or revise school goals to serve as a basis for school improvement activities and expenditures~~ **Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.**



## SCHOOL PLANS/SITE COUNCILS

### 4. ~~Revise improvement strategies and expenditures~~

~~The school site council shall specify actions to be taken, dates by which actions are to be started and completed, expenditures needed to implement the action, the funding source, anticipated annual performance growth for each student group, and the means that will be used to evaluate progress toward each goal. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.~~

### 5. ~~Approve and recommend the plan to the Governing Board~~

~~The Superintendent or designee and the principal shall implement the strategies in the single plan and report to the school site council and the Board regarding progress toward school goals. The school site council shall monitor the implementation and effectiveness of the single plan and modify any activities that prove ineffective.~~

**The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)**

**The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the school shall evaluate results of improvement efforts and report to the Board, advisory committees, and other interested parties regarding progress toward school goals.**

**The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.**

### ~~School Plans for Categorical Block Grants~~

~~Whenever a school participates in the state's categorical block grant programs for student retention and/or school and library improvement, the school site council shall develop a plan which shall include, but need not be limited to: (Education Code [41507](#), [41572](#))~~

~~1. — Curricula, instructional strategies, and materials responsive to the individual educational needs and learning styles of each student that enables all students to do all — of the following:~~

~~—— a. — Make continuous progress and learn at a rate appropriate to their abilities~~

~~—— b. — Master basic skills in language development and reading, writing, and mathematics~~

## SCHOOL PLANS/SITE COUNCILS

~~c. Develop knowledge and skills in other aspects of the curricula, such as arts and humanities; physical, natural, and social sciences; multicultural education; physical, emotional, and mental health; consumer economics; and career education~~

~~d. Pursue educational interests and develop esteem for self and others; personal and social responsibility, critical thinking, and independent judgment~~

~~(cf. [5148](#)—*Child Care and Development*)~~

~~(cf. [6158](#)—*Independent Study*)~~

~~(cf. [6184](#)—*Continuation Education*)~~

~~(cf. [6185](#)—*Community Day School*)~~

~~2. Consideration of the use of community resources to achieve instructional improvement objectives~~

~~3. Consideration of the use of education technology~~

~~(cf. [0440](#)—*District Technology Plan*)~~

~~4. A staff development program for teachers, other school personnel, paraprofessionals, and volunteers~~

~~(cf. [1240](#)—*Volunteer Assistance*)~~

~~(cf. [4131.1](#)—*Beginning Teacher Support/Induction*)~~

~~(cf. [4138](#)—*Mentor Teachers*)~~

~~(cf. [4222](#)—*Teacher Aides/Paraprofessionals*)~~

~~(cf. [4231](#)—*Staff Development*)~~

~~5. Provisions for utilization of the student success team process to identify and assess the needs of students who are dropouts or potential dropouts, and to develop programs to meet those needs~~

~~(cf. [5147](#)—*Dropout Prevention*)~~

~~(cf. [5149](#)—*At Risk Students*)~~

~~(cf. [6164.5](#)—*Student Success Teams*)~~

~~6. Procedures for coordinating services from funding sources at the school level to help students participate successfully in the core academic curricula and specialized curricula related to jobs and career opportunities~~

~~(cf. [6030](#)—*Integrated Academic and Vocational Instruction*)~~

~~(cf. [6178](#)—*Vocational Education*)~~

~~(cf. [6178.1](#)—*Work Experience Education*)~~

~~7. Instructional and auxiliary services to meet the special needs of students who are limited English speaking, including instruction in a language they understand; educationally disadvantaged students; gifted and talented students; and students with disabilities~~

## SCHOOL PLANS/SITE COUNCILS

~~(cf. [6172](#) Gifted and Talented Student Program)~~

~~8. Improvement of the classroom and school environments, including improvement of relationships between and among students, school personnel, parents/guardians, and the community, and reduction of the incidence of violence and vandalism among students~~

~~(cf. [5137](#) Positive School Environment)~~

~~(cf. [5138](#) Conflict Resolution/Peer Mediation)~~

~~9. Improvement of student attendance, including parent/guardian awareness of the importance of regular school attendance~~

~~(cf. [5113](#) Absence and Excuses)~~

~~(cf. [5113.1](#) Truancy)~~

~~10. The proposed expenditure of block grant funds and the degree to which expenditures meet the plan's criteria~~

~~11. Other activities and objectives established by the school site council~~

~~12. A process for ongoing evaluation and modification of the plan~~

~~The evaluation shall be based on the degree to which the school is meeting the plan's objectives, student achievement, and improved school environment. An improved school environment shall be measured by indicators such as the incidence of absenteeism, suspension and expulsion, dropouts, school violence, vandalism and theft; student attitudes towards the school, self, and others; absenteeism among staff, staff resignations, and requests for transfers; and satisfaction of students, parents/guardians, teachers, administrators, and staff.~~

~~In addition, any school receiving state funding for school and library improvement shall incorporate plans pertaining to school libraries. (Education Code [41572](#))~~

~~The student retention and/or school and library improvement plans shall be incorporated into the school's single plan for student achievement as described in the above section. (Education Code [41507](#), [41572](#))~~

### School Site Block Grants

~~The school site council may propose any one time educational purpose for the use of funds allocated to school sites under school site block grants, including, but not limited to, the following purposes: (AB 1802, Sec. 43, Statutes of 2006)~~

- ~~1. Instructional materials~~
- ~~2. Classroom and laboratory supplies and materials~~
- ~~3. School and classroom library materials~~
- ~~4. Educational technology~~

**SCHOOL PLANS/SITE COUNCILS**

- ~~5. Deferred maintenance~~
- ~~6. Expenditures designed to close the achievement gap~~
- ~~7. Professional development~~



FOUNTAIN VALLEY SCHOOL DISTRICT  
Curriculum/Instruction

*MEMORANDUM*

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** *REVISION TO BP 1312.3 UNIFORM COMPLAINT PROCEDURES  
(FIRST READING)*  
**DATE:** July 11, 2014

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**BACKGROUND INFORMATION:**

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for revision due to changes in Education Code or statute.

As part of the legislation adopting the Local Control Funding Formula and Local Control Accountability Plans (LCAP), the Legislature enacted Education Code section 52075, which states that an individual may file a complaint alleging that a school district, county superintendent of schools, or a charter school has not complied with the requirements for adopting an LCAP under the Uniform Complaint Procedures.

Text to be deleted is indicated by strike-through and new language has been added in bold.

**RECOMMENDATION:**

It is recommended that revisions to Board Policy 1312.3 Uniform Complaint Procedures be approved for first reading, with necessary changes as indicated by the Board of Trustees.

## UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district ~~is responsible for ensuring that it complies~~ **has the primary responsibility to ensure compliance** with applicable state and federal laws and regulations governing educational programs. The district shall **investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complain procedures.**

The district shall ~~follow uniform complaint procedures when addressing complaints alleging unlawful discrimination in district programs and activities based on religion, age, sex, sexual orientation, gender, gender identity or expression, genetic information, marital or parental status, ethnic group identification, actual race, ancestry, national origin, color, or physical or mental disability; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

**use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

~~The district shall also follow~~ Uniform complaint procedures **shall also be used** when ~~addressing to address any complaint alleging the district's failure to comply with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities, the requirements for the development and adoption of the Local Control Accountability Plan, the school safety plan, and state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career and technical education and training programs, child care and development programs, child nutrition programs, and special education programs.~~ **complaints alleging failure to comply with state or federal law in adult basic education, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child**

## UNIFORM COMPLAINT PROCEDURES (continued)

~~nutrition programs special education programs and the development and adoption of the school safety plan.~~

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

~~(cf. 0420.1 – School Based Coordinated Programs)~~

~~(cf. 0430 – Comprehensive Local Plan for Special Education)~~

~~(cf. 0450 – Comprehensive Safety Plan)~~

~~(cf. 1312.1 – Complaints Concerning District Employees)~~

~~(cf. 1312.2 – Complaints Concerning Instructional Materials)~~

~~(cf. 3260 Fees and Charges)~~

~~(cf. 3320 - Claims and Actions Against the District)~~

~~(cf. 3553 - Free and Reduced -Price Meals)~~

~~(cf. 3555 – Nutrition Program Compliance)~~

~~(cf. 5141.4 - Child Abuse Prevention and Reporting)~~

~~(cf. 5148 – Child Care and Development)~~

~~(cf. 6159 – Individualized Education Program)~~

~~(cf. 6171 - Title I Programs)~~

~~(cf. 6174 - Education for English Language Learners)~~

~~(cf. 6174 – Migrant Education Program)~~

~~(cf. 6178 – Career Technical Education)~~

~~(cf. 6178.1 – Work-Based Learning)~~

~~(cf. 6178.2 – Regional Occupational Center/Program)~~

~~(cf. 6200 – Adult Education)~~

**The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.**

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible. Upon receipt of a written complaint from an individual, public agency or organization, uniform complaint procedures shall be initiated. The Superintendent or designee shall distribute full information about these procedures to the complainant.~~

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate ~~mediation~~ **that process**. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

~~The Board acknowledges and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case by case basis.~~ **In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate for any complaint alleging discrimination, harassment, intimidation, or**

**UNIFORM COMPLAINT PROCEDURES** (continued)

**bullying, the Superintendent or designee may keep the identity of the complainant confidential to the extent that the investigation of the complaint is not obstructed.**

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*  
*(cf. 5125 - Student Records)*  
*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

**The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:**

- 1. Sufficiency of textbooks or instructional materials**
- 2. Emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff**
- 3. Teacher vacancies and misassignments**

**(cf. 1312.4 – Williams Uniform Complaint Procedures)**

~~The Board prohibits retaliation in any form for participation in complaint procedures the reporting of instances of discrimination, or participation in complaint procedures including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.~~

~~*(cf. 1312.1 – Complaints Concerning District Employees)*~~  
~~*(cf. 1312.2 – Complaints Concerning Instructional Materials)*~~  
~~*(cf. 4031 – Complaints Concerning Discrimination in Employment)*~~  
~~*(cf. 5141.4 – Child Abuse Reporting Procedures)*~~

*Legal Reference:*

*EDUCATION CODE*

~~[200-262.3-4](#) Prohibition of discrimination~~

~~[8200-8498](#) Child care and development programs~~

~~[8500-8538](#) Adult basic education~~

~~[18100-18179](#) 203 School libraries~~

~~[32289](#) School safety plan, uniform complaint procedures~~

~~[35186](#) Williams uniform complaint procedures~~

~~[41500-41513](#) Categorical education block grants~~

~~[48431.6](#) Academic progress and counseling review program~~

~~[48985](#) Notices in language other than English~~

~~[49010-49013](#) Student fees~~

~~[49060-49079](#) Student records~~

~~[49490-49590](#) Child nutrition programs~~

~~[52000-52049.1](#) School improvement programs~~



**UNIFORM COMPLAINT PROCEDURES** (continued)

[52160-52178](#) *Bilingual education programs*  
~~[52300-52499.6](#) *Vocational education*~~  
**52300-52490** *Career technical education*  
[52500-52616.24](#) *Adult schools*  
[52800-52870](#) ~~*School-based coordinated programs*~~ **program coordination**  
~~[54000-5404128](#) *Economic impact aid programs*~~  
[54100-54145](#) *Miller-Unruh Basic Reading Act*  
[54400-54425](#) *Compensatory education programs*  
[54440-54445](#) *Migrant education*  
[54460-54529](#) *Compensatory education programs*  
~~[56000-5688567](#) *Special education programs*~~  
[59000-59300](#) *Special schools and centers*  
~~[62000-62008](#) *Evaluation and sunseting of programs*~~  
[64000-64001](#) *Consolidated application process*

**GOVERNMENT CODE**

**11135** *Nondiscrimination in programs or activities funded by state*  
**12900-12996** *Fair Employment and Housing Act*

**PENAL CODE**

**422.55** *Hate crime; definition*  
422.6 *Interference with constitutional right or privilege*

**CODE OF REGULATIONS, TITLE 5**

[3080](#) *Application of section*  
~~[4600-4671](#) 87 *Uniform complaint procedures*~~  
**4900-4965** *Nondiscrimination in elementary and secondary education programs*

**UNITED STATES CODE, TITLE 20**

**6301-6577** *Title I basic programs*  
**6601-6777** *Title II preparing and recruiting high quality teachers and principals*  
**6801-6871** *Title III language instruction for limited English proficient and immigrant students*  
**7101-7184** *Safe and Drug-Free Schools and Communities Act*  
**7201-7283g** *Title V promoting informed parental choice and innovative programs*  
**7301-7372** *Title V rural and low-income school programs*  
~~[4900-4965](#) *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*~~

*Management Resources:*

**WEB SITES**

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

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

**U.S. Department of Education, Office for Civil Rights:** <http://www.ed.gov/offices/OCR>

<http://www.ed.gov/about/offices/list/ocr>

## UNIFORM COMPLAINT PROCEDURES

### Compliance Officers

**Except as the Board of Trustees may otherwise specifically provide in other Board policies, the uniform complaint procedures shall be used only to investigate and resolve complaints alleging violations of federal or state laws or regulations governing specific educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, or bullying, as specified in accompanying Board policy.**

**(cf. 1312.1 - Complaints Concerning District Employees)**

**(cf. 1312.2 - Complaints Concerning Instructional Materials)**

**(cf. 1312.4 - Williams Uniform Complaint Procedures)**

**(cf. 4031 - Complaints Concerning Discrimination in Employment)**

**The district's uniform complaint procedures policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning uniform complaint procedures shall be translated into that language. (Education Code 234.1, 48985)**

**(cf. 5145.6 - Parental Notifications)**

### Compliance Officers

The Board of Trustees designates the following compliance officers to receive and investigate complaints and ensure district compliance with law:

Fountain Valley School District  
Attn: Assistant Superintendent, Personnel  
10055 Slater Avenue  
Fountain Valley, CA 92708  
714-843-3255

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. ~~Such~~ **Designated** employees may have access to legal counsel as determined by the Superintendent or designee.

*(cf. 9124 - Attorney)*

Notifications

**UNIFORM COMPLAINT PROCEDURES** (continued)

The Superintendent or designee shall ~~meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of district complaint procedures and information about available appeals, civil law remedies, and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.~~ **annually provide written notification of the district's uniform complaint procedures to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013; 5 CCR 4622)**

*(cf. 0420 – School Plans/Site Councils)*

*(cf. 1220 – Citizen Advisory Committees)*

*(cf. 3260 – Fees and Charges)*

*(cf. 4112.9/4212.9/4312.9 – Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

**The notice shall:**

- 1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints**
- 2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable**
- 3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies**
- 4. Include statements that:**
  - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.**
  - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.**
  - c. A complaint alleging unlawful discrimination, harassment, intimidation, or bullying must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.**

**UNIFORM COMPLAINT PROCEDURES** (continued)

- d. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.**
- e. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.**
- f. Copies of the district's uniform complaint procedures are available free of charge.**

Procedures

**All complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)**

~~The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs or has committed unlawful discrimination. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4632~~ **5 CCR 4631 and 4633.**

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

~~The district shall use its uniform complaint procedures when addressing all complaints regarding gender equity.~~

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of ~~alleged noncompliance by the District.~~ **the district's alleged noncompliance with federal or state laws or regulations governing educational programs. (5 CCR 4630)**

~~A Complaints alleging~~ **concerning unlawful discrimination, harassment, intimidation, or bullying** may be filed **only** by a person who alleges that he/she personally suffered unlawful discrimination, **harassment, intimidation, or bullying** or by a person who believes that an individual or any specific class of individuals has been subjected to ~~unlawful discrimination.~~ **it.** The complaint ~~must~~ **shall** be initiated no later than six months from the date when the alleged discrimination, **harassment, intimidation, or bullying** occurred or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, **harassment, intimidation, or bullying.** However, upon written request by the complainant, the Superintendent or

**UNIFORM COMPLAINT PROCEDURES** (continued)

designee may extend the filing period for up to 90 **calendar** days. ~~(Title 5, Section 4630)~~  
**(5 CCR 4630)**

**A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)**

The complaint shall be presented to the compliance officer. ~~The Superintendent or designee~~ **who** shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as **a disability or illiteracy** ~~or other disabilities~~, district staff shall help him/her ~~to file the complaint in the filing of the complaint.~~ **(Title 5, Section 4600) (5 CCR 4600)**

Step 2: Mediation

Within three **business** days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. ~~If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.~~ **If the parties agree to mediation, the compliance officer shall make all arrangements for this process.**

Before initiating the mediation of a **complaint alleging** discrimination, **harassment, intimidation, or bullying**, ~~complaint~~, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. ~~(Title 5, Section 4631)~~ **(5 CCR 4631)**

Step 3: Investigation of Complaint

~~The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and the district's representatives shall also have an opportunity to present information relevant to the~~

**UNIFORM COMPLAINT PROCEDURES** (continued)

~~complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. (Title 5, Section 4631)~~

**Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.**

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. ~~(Title 5, Section 4631)~~ **(5 CCR 4631)**

In accordance with law, the district shall provide the investigator with access to records and/or other information related to the allegation in the complaint **and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant.** ~~(Title 5, Section 4631)~~ **(5 CCR 4631)**

Step 4: Response

~~Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. (Title 5, Section 4631)~~

**Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)**

Step 5: Final Written Decision

~~The report of the district's decision shall be in writing and sent to the complainant. (5 CCR [4631](#))~~

**The district's decision shall be in writing and sent to the complainant. (5 CCR 4631)**

~~The report of the district's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the district shall arrange a meeting at which a community member will interpret it for the complainant. The district's decision shall be~~

**UNIFORM COMPLAINT PROCEDURES** (continued)

written in English and, when required by Education Code 48985, in the complainant's primary language.

*(cf. 5145.6—Parental Notifications)*

**For all complaints, this decision** ~~This report~~ shall include:

1. The findings **of fact based upon the evidence gathered** ~~and disposition of the complaint, including corrective actions, if any (Title 5, Section 4631)~~
2. ~~The rationale for the above disposition (Title 5, Section 4631)~~
2. **The conclusion(s) of law**
3. **Disposition of the complaint**
4. **Rationale for such disposition**
5. **Corrective actions, if any are warranted**
- 3.6. Notice of the complainant's right to appeal the decision within 15 **calendar** days to the California Department of Education and procedures to be followed for initiating such an appeal ~~(Title 5, Section 4631, 4652)~~

**In addition, any decision concerning a discrimination, harassment, intimidation, or bullying complaint based on state law shall include a notice that the complainant must wait until 60 calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. (Education Code 262.3)**

~~If an employee or student is disciplined as a result of the complaint, this report~~ **If investigation of a complaint results in discipline to a student or an employee, the decision** shall simply state that effective action was taken and that the employee or student was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

**If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)**

4. ~~For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of~~

**UNIFORM COMPLAINT PROCEDURES** (continued)

~~Education before pursuing civil law remedies (5 CCR [4631](#); Education Code [262.3](#))~~

- ~~4. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved~~

Appeals to the California Department of Education (CDE)

~~If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (Title 5, Section 4652) (Education Code 49013; 5 CCR 4632)~~

~~When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision. (Title 5, Section 4652)~~

**The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)**

Upon notification by the California Department of Education that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: ~~(Title 5, Section 4633) (5 CCR 4633)~~

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE



**UNIFORM COMPLAINT PROCEDURES** (continued)

The California Department of Education may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR [4650](#) exists. ~~In addition, the California Department of Education may also intervene in those cases where the district has not taken action within 60 calendar days of the date the complaint was filed with the district.~~ **, including when the district has not taken action within 60 calendar days of the date the complaint was filed with the district. (5 CCR 4650)**

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

~~For discrimination complaints, however~~ **For complaints alleging discrimination, harassment, intimidation, and bullying based on state law**, a complainant ~~must~~ **shall** wait until 60 **calendar** days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies, **provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.** The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law., ~~and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR [4622](#).~~ **(Education Code 262.3)**

**Community Relations  
Notification of Rights  
Uniform Complaint Procedures**

**E 1312.3(a)**

The Board of Trustees recognizes that the district ~~is responsible for ensuring that it complies~~ **has the primary responsibility to ensure compliance** with **applicable** state and federal laws and regulations governing educational programs. The district shall **investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complain procedures.**

The district shall ~~follow uniform complaint procedures when addressing complaints alleging unlawful discrimination in district programs and activities based on religion, age, sex, sexual orientation, gender, gender identity or expression, genetic information, marital or parental status, ethnic group identification, actual race, ancestry, national origin, color, or physical or mental disability; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~ **use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying in district programs and activities based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics.**

Complaints should be addressed to;  
Assistant Superintendent, Personnel  
10055 Slater Avenue  
Fountain Valley, CA 92708  
(714) 843-3255

The complaint must be initiated no later than six months from the date when the alleged discrimination, **harassment, intimidation, or bullying** occurred or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination, **harassment, intimidation, or bullying**. Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

**Investigation of Complaint**

**Within 10 calendar days of receiving the complaint, the compliance officer shall provide the complainant and/or his/her representative an opportunity to present the complaint and any evidence, or information leading to evidence, to support the allegations in the complaint. The compliance officer also shall collect all documents and interview all witnesses with information pertinent to the complaint.**

~~The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and the District's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses.~~

**Response**

Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in the section below.

**Final Written Decision**

The report of the District's decision shall be written in English and, **when required by Education Code 48985, in the complainant's primary language.** ~~in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District shall arrange a meeting at which a community member will interpret it for the complainant.~~

**Appeals to the California Department of Education**

~~If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision. (Title 5, Section 4652)~~

**The complainant shall file his/her appeal within 15 calendar days of receiving the district's decision and the appeal shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or**

**the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (Education Code 49013; 5 CCR 4632)**

The California Department of Education may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR [4650](#) exists. ~~In addition, the California Department of Education may also intervene in those cases where the district has not taken action within 60 calendar days of the date the complaint was filed with the district.~~ **, including when the district has not taken action within 60 calendar days of the date the complaint was filed with the district.**

#### **Civil Law Remedies**

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. ~~For discrimination complaints, however~~ **For complaints alleging discrimination, harassment, intimidation, and bullying based on state law**, a complainant ~~must~~ **shall** wait until 60 calendar days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies, **provided the district has appropriately and in a timely manner apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.** The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law. ~~, and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR [4622](#).~~ **(Education Code 262.3)**

Version: ~~November 15, 2012~~

FOUNTAIN VALLEY SCHOOL DISTRICT - Fountain Valley, CA

Fountain Valley School District  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**June 18, 2014**

**MINUTES**

President Edwards called the regular meeting of the Board of Trustees to order at 6:04pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Judith Edwards	President
Ian Collins	Clerk
Jeanne Galindo	Member
Sandra Crandall	Member

Absent:

Jimmy Templin	President Pro-Tem
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Mrs. Edwards noted the following addendum to the agenda with corrections to the support for item 3-W:

AGENDA APPROVAL

**3-W. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)**

Superintendent's Comments: It is recommended that the Board of Trustees approve the Non-Public Agency Contracts (Board Members Only) with the deletion of the following duplicate entries:

Del Sol School	\$52,945.00
Speech & Language Development Center	\$62,219.00
Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	\$47,025.00

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

Second: Mrs. Crandall

Vote: 4-0

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 is not 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.
- Confidential Pupil Personnel: *Education Code 35146*
- 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.
- Property Negotiations: *Government Code 54956.8*  
Real Property negotiator Christine Fullerton will speak to the board about price and terms of payment concerning the lease with Le Port Schools for the property at 9790 Finch Avenue, Fountain Valley, California

The public portion of the meeting resumed at 7:08 pm.

**PLEDGE OF ALLEGIANCE**

Mrs. Edwards led the Pledge of Allegiance.

**BOARD REPORTS AND COMMUNICATIONS**

Mrs. Galindo visited Cox School and Talbert’s promotion ceremony.

**BOARD REPORTS AND COMMUNICATIONS**

Mr. Collins attended the Gisler Carnival, the Distinguished School Luncheon, Fountain Valley Educational Foundation meeting, and Masuda’s promotion ceremony.

Mrs. Crandall attended the Fountain Valley Chamber of Commerce Legislative Reception, Talbert’s promotion ceremony, visited Cox School, FVHS Grad Night, and Nicholas’ Foundation Academy graduation.

Mrs. Edwards attended the Distinguished School Luncheon, Plavan’s Jack and the Giant play, Fulton’s promotion ceremony, and the retirement celebration for several special education employees.

**PUBLIC COMMENTS**

There were two requests to address the Board. Two people addressed the Board regarding alarm system at Tamura.

**PUBLIC COMMENTS**

**LEGISLATIVE SESSION**

**Motion:** Mrs. Galindo moved to adopt the 2014-15 Final District Budget

APPROVAL OF 2014-15 FINAL DISTRICT BUDGET

Second: Mrs. Crandall

Vote: 4-0

**Motion:** Mr. Collins moved to adopt the Local Control Accountability Plan for Fountain Valley School District

APPROVAL OF LOCAL CONTROL ACCOUNTABILITY PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT

Second: Mrs. Galindo

Vote: 4-0

**Motion:** Mrs. Crandall moved to approve the Consent Calendar.

CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS

Second: Mr. Collins

Vote: 4-0

The Consent Calendar included:

- Board Meeting Minutes from June 2<sup>nd</sup> special meeting and June 5<sup>th</sup> regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Single Plans for Student Achievement
- Approval of Document Tracking Services as SARC/SPSA

Consultant

- Program Self-Evaluation Annual Report, State Preschool Program
- Approve Elementary Lunch Price Increase from \$2.75 to \$3.00
- Consolidated Application for Funding Categorical Aid Programs Spring 2014
- Agreement for Principal Professional Development to Support Small Group, Differentiated Instruction
- Approval of Update to Apple Sole Source Opinion
- Approval of Resolution 2014-29 Education Protection Account (EPA) Funding and Spending Determinations for the 2014-15 Fiscal Year
- Copier Maintenance Agreement with Metro Business Solutions
- Legal Services Provided by Best Best & Krieger LLP, Attorneys at Law
- Approve a Reduction to the Contract with Chevron Energy Solutions in the Amount of \$2,345,199.26.
- Accept and Award RFP #14-16 to Air-Ex Air Conditioning in the Amount of \$488,795 for the Installation of Energy Saving HVAC and Thermostat Replacement
- Accept and award RFP #14-17 to RTS-Retro-Tech Systems in the amount of \$825,625.26 for Energy Saving Lighting Replacement
- Special Education Settlement Agreement
- Permission to Bid Installation and Site Work of Relocatable Classroom Buildings at Fulton Middle School
- Agreement Between Follett Destiny Resource Management Solution and Fountain Valley School District
- Non-Public Agency Contracts (Board Members Only)

Non-Public School/Agency	100% Contract Cost	Effective Dates
Speech & Language Development Center	\$5,581.00	5/27/2014-6/30/2014
Speech & Language Development Center	\$50,727.50	7/1/2014-6/30/2015
Speech & Language Development Center	\$62,219.00	7/1/2014-6/30/2015
Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	\$47,025.00	7/1/2014-6/30/2015
Behavior Solutions, Inc.	\$30,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$3,400.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$3,700.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$200.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$1,900.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$5,500.00	7/1/2014-6/30/2015

Cornerstone Therapies	\$1,000.00	7/1/2014-6/30/2015
Sandra Shigetomi-Toyama, M.S., CCC-SLP	\$3,080.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$7,200.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$4,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$8,000.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$3,400.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$1,000.00	7/1/2014-6/30/2015
Speech and Language Pathology Services	\$9,020.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$300.00	7/1/2014-6/30/2015
Cornerstone Therapies	\$7,100.00	7/1/ 2014-6/30/2015
Educational Testing and Assessment Inc.	\$4,500.00	7/1/2013-6/30/2014

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

Dr. Ecker            Stated that the LCAP was part of a brand new way that schools are funded. It was a challenge. The County commended the Fountain Valley School District for having one of the best LCAP plans. Thanked staff, the LCAP Development team and the community that were involved. We have met the State's guidelines and criteria.

Dr. Ecker            Suggested a summer meeting to possibly discuss District goals and Board interests for 2014-15.

### **CLOSED SESSION**

Mrs. Edwards announced that the Board would not need a second closed session.

### **ADJOURNMENT**

**Motion:**            Mr. Collins moved to adjourn the meeting at 7:38pm.

**Second:**           Mrs. Galindo

**Vote:**                Unanimously approved

/jd



**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
July 24, 2014**

**1.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Homampour, Adeena	Newland	Speech	Child Care	2014-2015 School Year
1.1.2	Jackson, Maryellen	Masuda	Teacher	Child Care	2014-2015 School Year
1.1.3	Mastropaolo, Julie	Gisler	Teacher	Personal	2014-2015 School Year

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
1.2.1	Peterson, Megan	Courreges	Speech	06/18/2014

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW PRINCIPAL, KEVIN JOHNSON AT FULTON MIDDLE SCHOOL, EFFECTIVE AUGUST 4, 2014.

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF ASSISTANT PRINCIPAL JENNIFER MORGAN TO PRINCIPAL AT TALBERT MIDDLE SCHOOL EFFECTIVE AUGUST 4, 2014.

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE REVISED SCHOOL CALENDAR AND SPORTS TOURNAMENT CALENDAR FOR 2014- 2015 SCHOOL YEAR (see attachments).

**2.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Margaret Sanford	District Office	Office Assistant	7/14/2014
2.1.2	Erica Nasab	Cox ESP	Extended School Program Aide	9/3/2014
2.1.3	Zuleyma Moran	Gisler ESP	Extended School Program Aide	9/3/2014
2.1.4	Maria Duarte	Newland ESP	Extended School Program Aide	9/3/2014
2.1.5	Leanne Harrell	Oka School	Preschool Instructor	9/3/2014

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TRANSFER OF CLASSIFIED EMPLOYEE JILL DIMECK TO OFFICE ASSISTANT AT FULTON MIDDLE SCHOOL EFFECTIVE AUGUST 14, 2014.

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING 2013-2014 SUMMER CAMP CLASSIFIED EMPLOYEES AT COURREGES AND COX SCHOOLS:

	<u>EMPLOYEE</u>	<u>SCHEDULE</u>	<u>LOCATION</u>
2.3.1	June Williams	Weeks 1-9	Cox
2.3.2	Vanessa Larios	Weeks 1-9	Cox

2.3.3	Jan Kiesel	Weeks 1-3, 8-9	Cox
2.3.4	Melissa Cortez	Weeks 4-7	Cox
2.3.5	Miranda Baker	Weeks 1-5	Cox
2.3.6	Nichole Regan	Weeks 6-9	Cox
2.3.7	Julie Anderson	Weeks 1-5	Cox
2.3.8	Jimmy Tran	Weeks 1-4	Cox
2.3.9	Michelle Hughes	Weeks 5-9	Cox
2.3.10	Alice Tomita	Weeks 6-9	Cox
2.3.11	Chitsaya Winmaw	Weeks 1-4	Cox
2.3.12	Carolyn Lamm	Weeks 5-9	Cox
2.3.13	Cathy Calvert	Weeks 1-5	Cox
2.3.14	Lori Loustaunau	Weeks 6-9	Cox
2.3.15	Connie Ramirez	Weeks 1-9	Courreges
2.3.16	Tiffany Covington	Weeks 1-9	Courreges
2.3.17	Carissa Sanchez	Weeks 1-3, 7-9	Courreges
2.3.18	Samuel Bennett	Weeks 4-9	Courreges
2.3.19	Crystal Gutierrez	Weeks 1-6	Courreges
2.3.20	Julie Banagas	Weeks 1-4	Courreges
2.3.21	Debbie Hopkins	Weeks 5-9	Courreges
2.3.22	Maria Tran	Weeks 1-5	Courreges
2.3.23	Megan Burns	Weeks 6-9	Courreges
2.3.24	Julie Espinoza	Weeks 1-9	Courreges
2.3.25	Sandra Chin	Weeks 1-9	Courreges
2.3.26	Harmony Tague	Weeks 1-6 T, W, Th	Courreges
2.3.27	Sara Wagoner	Weeks 7-9 T, W, Th	Courreges
2.3.28	Monique Rico	Weeks 1,3,4, 5&7	Plavan
2.3.29	Roxanne Barber	Weeks 2,8 &9	Plavan
2.3.30	Amber Tokarz	Weeks 1-4	Plavan
2.3.31	Juli Presson	Weeks 5,6,7, 8&9	Plavan
2.3.32	Donna Russo	Weeks 1-4	Plavan
2.3.33	Lisa Sanchez	Weeks 4&5	Plavan
2.3.34	Natalie Perez	Weeks 6-9	Plavan
2.3.35	Anh Hoang	Weeks 4-9	Plavan
2.3.36	Sharon Crooks	Weeks 1-3	Plavan
2.3.37	Barbara Kraus	Weeks 5-9	Plavan
2.3.38	Roxanne Barber	Weeks 1&2	GLAD
2.3.39	Kim Cooper	Weeks 1&2	GLAD
2.3.40	Rena Bonifay	Weeks 1&2	GLAD
2.3.41	Damon Smith	Weeks 1-9	Cox, Courreges, Plavan

**3.0 INDEPENDENT CONTRACTOR AGREEMENT:**

3.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF PEPPERDINE UNIVERSITY TEACHING AGREEMENT EFFECTIVE SEPTEMBER 1, 2014 TO July 31, 2019.

**FOUNTAIN VALLEY SCHOOL DISTRICT  
2014-2015 SCHOOL YEAR CALENDAR**

Rev:07/14/2014

AUGUST	14-26 21-Thursday 27-Wednesday 28-Thursday 29-Friday	1 DAY TEACHER PRE-SERVICE SCHOOL OFFICES OPEN TO PUBLIC STAFF DEVELOPMENT #1 STAFF DEVELOPMENT #2 STAFF DEVELOPMENT #3
SEPTEMBER	1- Monday 2- Tuesday 3- Wednesday 18-Thursday	LABOR DAY HOLIDAY TEACHER PRE-SERVICE DAY FIRST DAY OF SCHOOL BACK-TO-SCHOOL NIGHT K-5
OCTOBER	<b>2- Thursday</b> 17 27-31	<b>BACK-TO-SCHOOL NIGHT 6-8</b> MID TRIMESTER PARENT CONFERENCE DAYS (Modified days)
NOVEMBER	10-Monday 11-Tuesday 24-28	ADMISSION DAY VETERANS DAY OBSERVED THANKSGIVING RECESS
<b>END OF FIRST TRIMESTER – 61 DAYS – DECEMBER 5</b>		
DECEMBER	22–31	WINTER RECESS
JANUARY	1-2 5- Monday 19-Monday 30	WINTER RECESS RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY MID TRIMESTER
FEBRUARY	9- Monday 16-Monday	LINCOLN’S BIRTHDAY HOLIDAY PRESIDENTS’ DAY HOLIDAY
MARCH	19-Thursday 25-27	6-8 OPEN HOUSE PARENT CONFERENCE DAYS (Modified days)
<b>END OF SECOND TRIMESTER – 57 DAYS – MARCH 13</b>		
APRIL	6-10	SPRING RECESS
MAY	1 25- Monday 26- Tuesday 28- Thursday	MID TRIMESTER MEMORIAL DAY HOLIDAY FVEA CONTRACTUAL OBLIGATION-(Modified day) K-5 OPEN HOUSE
JUNE	15-17 17-Wednesday	MODIFIED DAYS LAST DAY OF SCHOOL
<b>END OF THIRD TRIMESTER – 62 DAYS – JUNE 17</b>		
JUNE	19- Friday	SCHOOL OFFICES CLOSE TO PUBLIC

**DAYS OF INSTRUCTION – 180**

NOTE: Every Thursday school is in session is a modified day. No instructional minutes are lost to students because of modified days.

**Board Approved:** \_\_\_\_\_

# FOUNTAIN VALLEY SCHOOL DISTRICT

## PERSONNEL

TO: All Schools  
FROM: Cathie Abdel, Superintendent, Personnel  
SUBJECT: **Sport Tournament Dates**  
DATE: June 20, 2014

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Please note the tournament dates for the *2014-2015* School Year. Those attending require many substitutes and buses. As you plan school calendars, avoid scheduling activities, which require substitutes on these days.

<u>DATE</u>	<u>ACTIVITY</u>	<u>LOCATION</u>
Wednesday, 11/19/2014	SOCCER	TALBERT MIDDLE SCHOOL
Wednesday, 01/21/2015	BASKETBALL	MASUDA MIDDLE SCHOOL
Wednesday, 04/22/2015	VOLLEYBALL	FULTON MIDDLE SCHOOL
Wednesday, 06/03/2015	TRACK and FIELD	FULTON MIDDLE SCHOOL

*Board Approved:* \_\_\_\_\_

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

July 24, 2014

**INSTRUCTION**

**4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	JAMES, Brooke (Tal) TERICH, Amelia (Pla) (C & I)	Visual and Performing Arts Co-Coordinators	Regular hourly stipend rate, not to exceed 150 hours each	01-407-9275-1115	2014-2015 school year
4.2	BRUINSMA, Pamela WHITE, Anne (C & I)	Extra hours needed during peak times for the Science Works Material Resource Center	37.5 hours/each 37.5 hours/each 37.5 hours/each Regular hourly rate	01-018-9275-2113	8/11/14 to 9/12/14 11/5/14 to 12/16/14 2/23/15 to 3/27/15
4.3	HARO, Jessica (Support Services)	Providing literacy/auditory processing interventions	\$1,000.00	01-248-9860-1115	2014-2015 school year
4.4	LUNG, Louise (Support Services)	Nurse consultant for coordinating TB, Hearing/ Vision schedule	\$40.00 per hour (not to exceed 15 hours)	01-228-9965-1259	2014-2015 school year
4.5	KEARNS, Amalia (Mali) LUNG, Louise MCAULEY, Sally MONLON, Sandy VALENTINE, Sally WILLIAMS, Trina YOCKEL, Norma THOMPSON, Elizabeth BURTON, Gretchen (as a sub if needed) (Support Services)	State mandated screening services and provide TB clinics	\$27.08 per hour/ per person (not to exceed \$16,000)	01-228-9965-1259	2014-2015 school year
4.6	COURREGES ~ TBD COX ~TBD FULTON ~ TBD GISLER ~ TBD MASUDA ~ TBD NEWLAND ~ TBD OKA ~ TBD PLAVAN ~ TBD TALBERT ~ TBD TAMURA ~ TBD (Support Services)	School Site Prevention Coordinator	\$1,000 stipend per school site. Cox to be split between two Coordinators @ \$750 each. Total of stipends \$10,500.00	01-267-9962-1115	2014-2015 school year

**5.0 CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	LEE, Evelyn (Fulton)	Robotics Academy Certified EV3 Online Professional Development	Online course through Robomatter, Inc., Pittsburgh, PA	\$499.00	01-014-2989-5210	July 14-18, 2014

**REASON FOR LATE SUBMITTAL: Received course information too late for submittal at the June 18, 2014 Board meeting.**

5.0 **CONFERENCE/WORKSHOP ATTENDANCE ~ continued**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.2	ADAMS, Jay KAJDASZ, Jennifer JOHNSON, Jennifer O'NEAL, Dawn (Masuda)	CLMS K-12 Summer Institute Curriculum, Instruction & Assessment in the Common Core Era	Rancho Mirage, CA	Actual and Necessary	01-001-8255-5210	July 20-21, 2014

**REASON FOR LATE SUBMITTAL: Received names of attendees too late for submittal at June 18, 2014 Board meeting.**

5.3	SILAVS, Anne HOEFER, Julianne DAMBACH, Valerie JAREB, Jennifer FUL Teacher ~ TBD ADAMS, Jay LIM, Frieda NGUYEN, Kim WALTON, Lorri MORGAN, Jennifer DESOTA, Jane LEVITT, Molly NGUYEN, Amiee FULTON ~ Principal TALBERT~ Principal (C & I)	OCDE Office of Academic Content Transition to Common Core Mathematics w/ Dr. Patrick Callahan and the OCDE Math Team	OCDE	\$600.00 per person	01-122-9275-5210	Aug.18-20, 2014; October 8, 2014; January 20, 2015; March 3, 2015
5.4	NGUYEN, Phuong- Viet New ScienceWorks teacher (C & I)	2 <sup>nd</sup> Annual ~ 2014 STEM Symposium	San Diego, CA	Actual & Necessary	01-018-9275-5210	Sept. 22-23, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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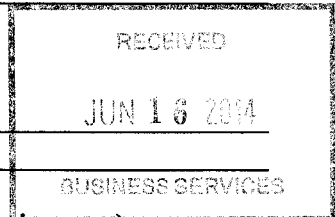
SCHOOL RECEIVING DONATION: Courreges Elementary School

NAME OF DONOR: Walmart Corporate Giving – (Parent Donation: Shabana Albuquerque)

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.)  
702 SW 8<sup>th</sup> Street, Bentonville, AR 72716-0150, \$250.00, Check #3229754, 6/3/14

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: 010470000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010014787-4310

INTENDED USE: (State how this will be used ) Venus Moeller, 5<sup>th</sup> Grade Teacher  
Instructional Supplies

REVIEWED:  APPROVED/DISAPPROVED: 06/12/2014  
Principal/Department Head Date

REVIEWED:  APPROVED/DISAPPROVED: 6/16/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

# 4496      \$ 2119.10

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

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

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

REVENUE ACCT: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used )

purchased laminator

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

REVIEWED: [Signature]      APPROVED/DISAPPROVED: 7/1/14  
Assistant Superintendent      Date  
Business/Administration

REVIEWED: [Signature]      APPROVED/DISAPPROVED: 6/23/14  
Director, Technology/Media      Date  
Instruction

ASST Superintendent      BOARD APPROVAL DATE: July 24, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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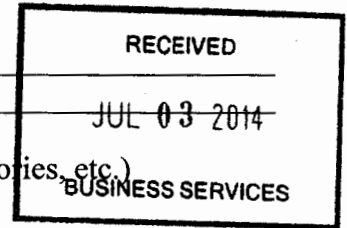
SCHOOL RECEIVING DONATION: Masuda

NAME OF DONOR: Troop No. 12 Boy Scouts

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.)  
\$628.89

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: 0149490000 -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010144989-5899

INTENDED USE: (State how this will be used ) As needed for disaster bin needs

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/24/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 7/31/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland School

NAME OF DONOR: Education 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.)  
TO: Terry Johnston/5th grade teacher. \$4592.40

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: 01060000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116895899

INTENDED USE: (State how this will be used) supplies for 5th grade classes. Laptops

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-18-14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 7-1-14  
Assistant Superintendent Business Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-23-14  
~~Director, Technology/Media~~ Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: July 24, 2014

For P# I 20R0120

FOUNTAIN VALLEY SCHOOL DISTRICT

Federal ID# 95-6001370

**DONATION ACCEPTANCE FORM**

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SCHOOL RECEIVING DONATION: Newland School

NAME OF DONOR: 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.)

# 379.44 # 3807 Purchase of 1 HP14 Computer Chrome Book

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

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

From CDW - 1 Chrome Book Computer  
MEg# F7W49UA #ABA

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

REVENUE ACCT: 010160000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010016894310

INTENDED USE: (State how this will be used) 2nd grade teachers for students use

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6.19.14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 7/1/14  
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Director, Technology/Media Date

BOARD APPROVAL DATE: July 24, 2014

For PO# I20R0118  
Federal ID# 95-6001370

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: Newland School

NAME OF DONOR: PTA - Newland

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.)

\$ 758.88 # 3806 - Purchase of (3) Chrome Book computers #14

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

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

2 HP Chrome Books 14-61-14"  
# FTW49UA#ABA

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

REVENUE ACCT: 01060000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011689-4310

INTENDED USE: (State how this will be used) 2nd grade Tchrs -  
for student use

REVIEWED: C. T. [Signature] APPROVED/DISAPPROVED: 6.19.14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 7/1/14  
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Director, Technology/Media-  
Asst. Superintendent Instruction Date

BOARD APPROVAL DATE: July 24, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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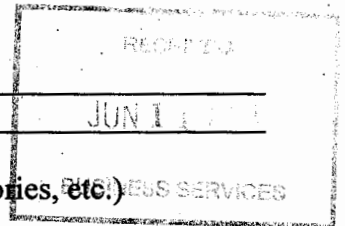
SCHOOL RECEIVING DONATION: Oka

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 #5520 in the amount of \$100.00

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

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



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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

INTENDED USE: (State how this will be used ) Substitute - one day release for Jog A Thon field trip

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/2014  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/12/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: FVSD Science Program

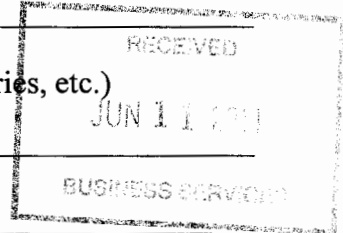
NAME OF DONOR: James H. Cox, PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Check #4384, in the amount of \$300.00

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: 010189900      -8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010189275-5899

INTENDED USE: (State how this will be used) FVSD science program to help replenish supplies for the hands-on science kits

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: [Signature] 6/12/14  
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: [Signature] June 10, 2014  
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: July 24  
June 18, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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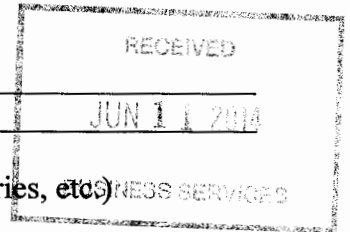
SCHOOL RECEIVING DONATION: Tamura Elementary

NAME OF DONOR: Tamura PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
\$1,215.94 check #3510

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 - 4310

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

REVIEWED: Kathy D APPROVED/DISAPPROVED: 6/9/2014  
Principal/Department Head Date

REVIEWED: Chen APPROVED/DISAPPROVED: 6/12/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14



FOUNTAIN VALLEY SCHOOL DISTRICT  
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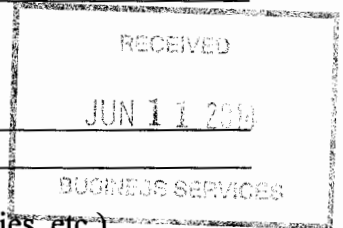
SCHOOL RECEIVING DONATION: Tamura Elementary

NAME OF DONOR: Tamura 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.)  
\$250.00 check #3505

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 - 4310

INTENDED USE: (State how this will be used ) Riso Ink and Masters

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/9/2014  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/12/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Multiple Donors/Band

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)  
Cash donation in the amount of \$228.00 (checks for \$100.00 and cash for \$128.00)

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

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

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

REVENUE ACCT: 01038000-8699  
EXPENDITURE ACCT(S) FOR BUDGET INCREASE:  
010143889-4310

INTENDED USE: (State how this will be used) To purchase supplies for band, string, and orchestra class

REVIEWED: C. Pol APPROVED/DISAPPROVED: 6/19/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/19/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

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SCHOOL RECEIVING DONATION: Courreges, Cox, Gister, Newland, Oka, Plavan

NAME OF DONOR: Mrs. Gita Fisher Tamura

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.)  
Gita Fisher - 8599 Amazon River Cir - F.V. 92708 - of Approved Form  
2 boxes of young reader books Please send a copy

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

INTENDED USE: (State how this will be used )  
To be distributed between the 7 elementary school sites  
to be housed and circulated in the library

REVIEWED: \_\_\_\_\_ APPROVED/DISAPPROVED: \_\_\_\_\_  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/19/14  
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/18/14  
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: July 24, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Multiple Donors/Spring Drama Production

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

Cash donation in the amount of \$690.00

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

None

*CASH*  
*3-500 ✓*  
*27-1 ✓*  
*90-5 ✓*  
*10-10 ✓*  
*500-20 ✓*  
*690 CASH ✓*

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

None

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

None

REVENUE ACCT: 01038000-8699

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

INTENDED USE: (State how this will be used ) To purchase supplies for Drama Elective/Miller

REVIEWED: *C. Roe* APPROVED/DISAPPROVED: 6/19/14  
Principal/Department Head Date

REVIEWED: *Chen* APPROVED DISAPPROVED: 6/19/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
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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.)  
\$2880.74 check # 3857

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

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

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

REVENUE ACCT: 010380000-8699

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

INTENDED USE: (State how this will be used) To pay for the after school clubs (\$1202.06 and sports (\$1678.08)

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/19/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/24/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 6/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
**DONATION ACCEPTANCE FORM**

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

# 4490      \$ 41.16

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

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

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

REVENUE ACCT: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used ) \_\_\_\_\_

classroom enhancement

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/28/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

# 4495      \$ 308.39

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

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

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

REVENUE ACCT: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used )

child care for PTO Meetings

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

#4491 \$792.72

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

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

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

REVENUE ACCT: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used )

assignment / agenda folders for 4<sup>th</sup> + 5<sup>th</sup> grades

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

NAME OF DONOR: Cox PTO

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

# 4493      \$ 892.00

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: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used )

Ink for all teachers

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED \_\_\_\_\_  
Assistant Superintendent Business/Administration Date 6/23/14

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

BOARD APPROVAL DATE: 7/24/14

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.) \$111.88

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) Cheer coach stipend (May)

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/20/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

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.) **\$950.91**

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) Cheer coach stipend (June), Track & Field coach Stipends.

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED Date: 6/20/14  
Principal/Department Head

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED Date: 6/23/14  
Assistant Superintendent  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

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.) **\$958.57**

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 & 8<sup>th</sup> gr. Activities  
Stipends

REVIEWED:  Principal/Department Head APPROVED/DISAPPROVED: 6/20/14  
Date

REVIEWED:  Assistant Superintendent APPROVED/DISAPPROVED: 6/23/14  
Business/Administration Date

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

BOARD APPROVAL DATE: 7/24/14

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.) **\$2331.02**

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, Sports Release (Track), ASB & 8<sup>th</sup> grade Activities Stipends

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/20/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

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.) **\$2,468.42**

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, Sports Release (Volleyball), ASB & 8<sup>th</sup> grade Activities Stipends

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/20/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Shawn & Cynthia Bragdon

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.) \$200.00

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

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

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

REVENUE ACCT: 010290000-8699

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/20/14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

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.)  
2561.88

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, Track and Volleyball coach stipend, pay for after school clubs

REVIEWED: *Adams* APPROVED/DISAPPROVED: 6/25/14  
Principal/Department Head Date

REVIEWED: *Shu* APPROVED/DISAPPROVED: 6/30/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14



FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland School

NAME OF DONOR: Wells Fargo 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.)  
MATCHING GIFT PROGRAM  
\$42.00 #1096738

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: 0106000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011689 ~~5899~~ 4310

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6.18.14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 6/25/14

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland School

NAME OF DONOR: PTA Donation For PO# I20R0117

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.)

\$558.90 for Blue Folders for All Students @ Newland

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: 0101600008699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116894310

INTENDED USE: (State how this will be used) 450 Folders for All Classes @ Newland TK - 5

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6-18-14  
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 6/23/14  
Assistant Superintendent Date  
Business/Administration

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

BOARD APPROVAL DATE: 7/24/14

# FOUNTAIN VALLEY SCHOOL DISTRICT

BOARD MEETING JULY 24, 2014

TO: Christine Fullerton

FROM: Martha Lockwood

SUBJECT: Warrant Listing - Check Numk 65991 - 66319

DATES: 6/11/14 - 7/9/14

FUND 01	GENERAL FUND	\$575,338.07
FUND 12	CHILD DEVELOPMENT	\$24,079.07
FUND 13	CAFETERIA	\$74,629.57
FUND 25	CAPITAL FACILITIES	
FUND 40	SPECIAL RESERVE	\$32,368.82
FUND 68	WORKERS COMP	\$63,611.07
FUND 69	INSURANCE	\$382,099.18
TOTAL		\$1,152,125.78

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 07/24/2014**

**FROM 06/11/2014 TO 06/30/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4313	MERIDIAN SYSTEMS SUPPLY	625.00	625.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
H20M4314	TIME AND ALARM SYSTEMS INC.	577.00	577.00	012879390 5645	Vandalism / Outside Srvs-Repairs & Mainten
H20M4315	MERIDIAN SYSTEMS SUPPLY	250.00	250.00	012869390 5910	Maintenance / Communications - Telephones
H20M4316	WEST LITE SUPPLY CO INC	531.24	531.24	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4319	DEPARTMENT OF INDUSTRIAL RELAT	125.00	125.00	012869390 5899	Maintenance / Other Operating Expenses
H20M4320	TIME AND ALARM SYSTEMS INC.	252.00	252.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
H20M4321	MERIDIAN SYSTEMS SUPPLY	953.67	953.67	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
H20M4328	ALLIED REFRIGERATION INC.	140.11	140.11	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20M4329	WESTERN GLASS RESTORATION	465.00	465.00	012879390 5645	Vandalism / Outside Srvs-Repairs & Mainten
H20M4330	WAXIE	371.10	371.10	012889390 4340	Custodial / Custodial Supplies
H20M4331	CHEFS' TOYS	6,113.78	6,113.78	012869390 6410	Maintenance / Equipment-Furniture/Computers
H20M4332	MONTE COLLINS BACKHOE AND EQUI	2,307.50	2,307.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4333	SMARDEN SUPPLY COMPANY	2,264.10	2,264.10	012869390 4410	Maintenance / Fixed Assets \$500-\$5000
H20M4334	A-1 FENCE COMPANY	916.00	916.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4335	CRANDALL'S PLUMBING INC.	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
H20M4336	RESOURCE BUILDING MATERIALS	64.74	64.74	012869390 4345	Maintenance / Maintenance Supplies
H20R1380	TARGET STORES	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
H20R1382	PRACTI-CAL	1,678.75	1,678.75	012289961 5813	MAA - Administration / Consultant
H20R1383	KERN COUNTY SUPERINTENDENT OF	21,000.00	21,000.00	012719165 5813	Superintendent / Consultant
H20R1385	PLICET, JACK	1,350.00	1,350.00	012109078 5813	Tech/Media Office Operation / Consultant
H20R1386	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
H20R1387	MINUTEMAN PRESS	558.99	558.99	010149380 5610	Promotion Activities / Outside Services - Rentals
H20R1388	APPLE AWARDS	312.50	312.50	016359380 5828	Staff Recognition Program / Staff Recognition
H20R1389	ORANGE COUNTY REGISTER	158.00	158.00	012849380 5825	Fiscal Services / Advertising
	<b>Fund 01 Total:</b>	<b>41,664.48</b>	<b>41,664.48</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND  
BOARD OF TRUSTEES MEETING 07/24/2014**

**FROM 06/11/2014 TO 06/30/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4322	KOURY ENGINEERING	6,650.00	6,650.00	402869380 5899	Spec Res Maintenance Services / Other Operating Expenses
	<b>Fund 40 Total:</b>	<b>6,650.00</b>	<b>6,650.00</b>		

**FOUNTAIN VALLEY SD**

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Total Account Amount:			48,314.48		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

07/24/2014

FROM 06/11/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20M4240	WINNER CHEVROLET INC.	25,364.59	-29.05	012899390 6420	Gardening / Equipment-Machinery, Vehicles
H20M4293	ROBERT SKEELS & COMPANY	824.00	+224.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
H20R0383	METRO BUSINESS SOLUTIONS INC.	2,500.00	+500.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
H20S8036	UNITED HEALTH SUPPLIES	438.80	-513.00	011000000 9320	Revenue Limit - State Revenues / STORES
H20S8059	HILLYARD / LOS ANGELES	2,326.15	+21.35	011000000 9320	Revenue Limit - State Revenues / STORES
<b>Fund 01 Total:</b>			<b>+203.30</b>		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

07/24/2014

FROM 06/11/2014 TO 06/30/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R0305	SAMS CLUB	1,761.00	+1,221.00	123206798 4710	Child Dev Cox Preschool-Food / Food
H20R0315	SMART & FINAL	889.00	+349.00	123206998 4710	Child Dev Plavan Presch-Food / Food
H20R0452	SOUTHERN CALIFORNIA PIZZA COMP	826.00	+286.00	123206998 4710	Child Dev Plavan Presch-Food / Food
H20R0453	SOUTHERN CALIFORNIA PIZZA COMP	835.00	+295.00	123206498 4710	Child Dev Oka Preschool-Food / Food
H20R0454	WHAT A LOT OF PIZZA	673.00	+133.00	123206998 4710	Child Dev Plavan Presch-Food / Food
H20R0459	WHAT A LOT OF PIZZA	729.00	+189.00	123206798 4710	Child Dev Cox Preschool-Food / Food
H20R0462	WHAT A LOT OF PIZZA	1,345.00	+805.00	123206498 4710	Child Dev Oka Preschool-Food / Food
H20R0463	SOUTHERN CALIFORNIA PIZZA COMP	1,095.00	+345.00	123206798 4710	Child Dev Cox Preschool-Food / Food
<b>Total Account Amount:</b>			<b>+3,826.30</b>		



# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 07/24/2014

FROM 07/01/2014 TO 07/15/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4001	HOME DEPOT	3,500.00	3,500.00	012899390 4343	Gardening / Gardening Supplies
I20M4002	RESOURCE BUILDING MATERIALS	1,000.00	1,000.00	012899390 4343	Gardening / Gardening Supplies
I20M4003	RAINBOW ENVIRONMENTAL SERVICES	2,000.00	2,000.00	012899390 4343	Gardening / Gardening Supplies
I20M4004	AGROMIN OC LLC	2,000.00	2,000.00	012899390 4343	Gardening / Gardening Supplies
I20M4005	HYDRO-SCAPE PRODUCTS INC	4,000.00	4,000.00	012899390 4343	Gardening / Gardening Supplies
I20M4006	ALAN'S LAWNMOWER & GARDEN CENT	2,500.00	2,500.00	012899390 4343	Gardening / Gardening Supplies
I20M4007	TIME AND ALARM SYSTEMS INC.	2,772.00	2,772.00	012879390 5645	Vandalism / Outside Srvs-Repairs & Mainten
I20M4008	ENERGYCAP INC.	1,495.00	1,495.00	012839392 5826	Energy Manager / Licensing/Software,Maint/Supp
I20M4009	HILLYARD / LOS ANGELES	2,326.14	2,326.14	012889390 5899	Custodial / Other Operating Expenses
I20M4011	STAPLES	500.00	500.00	012869390 4325	Maintenance / Office Supplies
I20M4012	DUNN-EDWARDS CORPORATION	4,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,000.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
I20M4013	MOBILE FLEET WASH	6,200.00	3,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			2,350.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs &
			850.00	016929395 5645	7230 Home-to-Sc Transportation / Outside Srvs-Repairs &
I20M4014	SAFETY-KLEEN CORP	1,750.00	750.00	012869390 5540	Maintenance / Waste Disposal
			1,000.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs &
I20M4015	BUS WEST	10,000.00	10,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
I20M4016	NAPA AUTO PARTS	5,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,500.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
I20M4017	TRUCPARCO	2,000.00	2,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
I20M4018	SOUTHERN COUNTIES OIL	1,500.00	750.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			750.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
I20M4019	TOXGUARD	300.00	150.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			150.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
I20M4021	UNIVERSAL FLOORING	16,000.00	16,000.00	012889390 5899	Custodial / Other Operating Expenses
I20M4022	HOME DEPOT	3,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4023	WAXIE	5,000.00	5,000.00	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
I20M4024	MCMaster CARR SUPPLY CO	3,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4025	SMARDEN SUPPLY COMPANY	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4028	ORANGE COUNTY APPLIANCE PARTS	92.36	92.36	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4029	SMARDEN SUPPLY COMPANY	100.00	100.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4030	MCMaster CARR SUPPLY CO	165.00	165.00	012899390 4343	Gardening / Gardening Supplies

# FOUNTAIN VALLEY SD

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I20M4031	ROBERT SKEELS & COMPANY	787.15	787.15	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4032	NORTHWEST EXCAVATING INC.	1,600.00	1,600.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4033	OMEGA FIRE PROTECTION	5,500.00	5,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4035	GRAINGER INC.	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4036	TERRYS TESTING INC.	1,000.00	1,000.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
I20M4051	HARBOR WHOLESALE ELECTRIC	1,500.00	1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4052	MOBILE SOLUTIONS SERVICES INC	5,500.00	5,500.00	012869390 5910	Maintenance / Communications - Telephones
I20M4053	SIMPLEXGRINELL	1,000.00	1,000.00	012879390 5645	Vandalism / Outside Srvs-Repairs & Mainten
I20M4054	SIMPLEXGRINELL	4,000.00	3,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			1,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
I20M4055	TURF STAR INC.	700.00	700.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
I20M4056	EBERHARD EQUIPMENT	200.00	200.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
I20M4057	WESTERN EXTERMINATOR	1,108.00	1,108.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
I20M4058	REGISTER	95.47	95.47	012869390 4325	Maintenance / Office Supplies
I20R0003	ADVANTAGE OPTICS	13,022.25	13,022.25	012109078 4320	Tech/Media Office Operation / Computer Supplies
I20R0004	PARLANT TECHNOLOGY INC.	18,771.00	18,771.00	012109078 5826	Tech/Media Office Operation /
I20R0006	EAGLE SOFTWARE INC.	5,500.00	5,500.00	012109078 5826	Tech/Media Office Operation /
I20R0007	EAGLE SOFTWARE INC.	9,900.00	9,900.00	012109078 5826	Tech/Media Office Operation /
I20R0009	TRACE3	2,186.39	2,186.39	012109078 5826	Tech/Media Office Operation /
I20R0010	SOLARWINDS	426.60	426.60	012109078 5826	Tech/Media Office Operation /
I20R0012	APPLE COMPUTER ORDER DEPARTMEN	3,445.20	3,445.20	012395098 4320	7395 Sch/Libr Imp Instr-DO / Computer Supplies
I20R0013	CDWG	2,488.88	2,488.88	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
I20R0017	AWARDS & TROPHIES	1,200.00	1,200.00	012719470 4325	Personnel Department / Office Supplies
I20R0018	ARIEL SUPPLY INC.	3,500.00	3,500.00	012719470 4325	Personnel Department / Office Supplies
I20R0019	CHIDESTER, MARGARET A.	4,000.00	4,000.00	012159470 5830	Personnel - Legal Services / Legal Fees
I20R0020	CALSTRS	60,000.00	60,000.00	010059470 3901	Contractual Obligation - Cert / OTHER
I20R0022	MCPC INC	1,096.00	1,096.00	012109078 5826	Tech/Media Office Operation /
I20R0023	DOCUMENT TRACKING SERVICES	2,970.00	2,970.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
I20R0026	GST	58,032.48	47,472.48	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			10,560.00	012109078 5826	Tech/Media Office Operation /
I20R0028	VMWARE INC	2,077.00	2,077.00	012109078 5826	Tech/Media Office Operation /
I20R0030	CENTRAL DRUG SYSTEM	1,980.00	1,980.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
I20R0032	STATE OF CA DEPT OF JUSTICE	4,500.00	4,500.00	012719470 5823	Personnel Department / Fingerprinting
I20R0035	MAGENTA COMPUTER CENTER	2,430.00	2,430.00	012109078 5826	Tech/Media Office Operation /

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I20R0036	BENTLEY PRINTING & GRAPHICS IN	231.66	231.66	017109275 4322	Testing / Testing Supplies
I20R0041	PROCARE WORK INJURY CENTER	2,800.00	2,800.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
I20R0043	PERSONNEL COMMISSIONERS ASSOC	40.00	40.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
I20R0044	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	012719470 4325	Personnel Department / Office Supplies
I20R0046	CALIFORNIA SCHOOL BOARDS ASSOC	9,834.00	9,834.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
I20R0048	SAN JOAQUIN COUNTY OF EDUCATIO	800.00	400.00	012719470 5825	Personnel Department / Advertising
			400.00	012819771 5825	Personnel Commission / Advertising
I20R0050	SUNBURST DIGITAL INC.	1,277.00	1,277.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
I20R0051	RENAISSANCE LEARNING INC	4,294.00	4,294.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
I20R0052	BOOKSOURCE	221.00	221.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
I20R0060	ORANGE COUNTY DEPARTMENT OF ED	2,550.00	2,550.00	016158155 5210	7140 Gifted & Talented - Instr / Travel, Conference, Worksho
I20R0064	US HEALTHWORKS	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
I20R0065	SCHOOL EMPLOYERS ASSOCIATION	1,500.00	1,500.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
I20R0066	TROXELL COMMUNICATIONS INC.	613.44	613.44	012395098 4410	7395 Sch/Libr Imp Instr-DO / Fixed Assets \$500-\$5000
I20R0067	CALIFORNIA SCHOOL BOARD ASSOC.	2,625.00	2,625.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
I20R0068	CURRICULUM ASSOCIATES INC.	3,050.96	3,050.96	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0069	AMERICAN ASSOCIATION OF SCHOOL	441.00	441.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
I20R0071	MCGRAW-HILL	13,046.13	13,046.13	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0072	TEXTBOOK WAREHOUSE	1,555.20	1,555.20	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0073	FOLLETT SCHOOL SOLUTIONS INC.	2,648.51	2,648.51	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0074	FOLLETT SCHOOL SOLUTIONS INC.	412.13	412.13	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0075	FOLLETT SCHOOL SOLUTIONS INC.	2,295.22	2,295.22	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0077	AMAZON.COM LLC	637.54	637.54	012109078 4320	Tech/Media Office Operation / Computer Supplies
I20R0078	APPLE COMPUTER ORDER DEPARTMEN	2,312.88	2,312.88	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
I20R0081	TEXTBOOK WAREHOUSE	540.00	540.00	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0083	JIM'S MUSIC CENTER INC.	589.68	589.68	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
I20R0084	OCSBA	125.00	125.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
I20R0085	CALIFORNIA LEAGUE OF MIDDLE SC	1,156.00	1,156.00	010018255 5210	Title I - Instructional / Travel, Conference, Workshop
I20R0086	FOLLETT SCHOOL SOLUTIONS INC.	18,665.37	18,665.37	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0087	FOLLETT SCHOOL SOLUTIONS INC.	21,063.62	21,063.62	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0088	FOLLETT SCHOOL SOLUTIONS INC.	10,933.27	10,933.27	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0089	FOLLETT SCHOOL SOLUTIONS INC.	10,400.46	10,400.46	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0090	CALIFORNIA SCHOOL BOARD ASSOC.	455.00	455.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
I20R0091	FOLLETT SCHOOL SOLUTIONS INC.	10,105.18	10,105.18	012129078 4110	Lottery Instructional Material / Basic Textbooks

# FOUNTAIN VALLEY SD

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I20R0092	FOLLETT SCHOOL SOLUTIONS INC.	13,356.36	13,356.36	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0093	FOLLETT SCHOOL SOLUTIONS INC.	17,128.42	17,128.42	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0094	ORANGE COUNTY REGISTER	210.61	210.61	012849380 4325	Fiscal Services / Office Supplies
I20R0095	FOLLETT SCHOOL SOLUTIONS INC.	5,633.08	5,633.08	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0096	FOLLETT SCHOOL SOLUTIONS INC.	2,982.53	2,982.53	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0097	FOLLETT SCHOOL SOLUTIONS INC.	5,288.75	5,288.75	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0098	CDWG	2,801.84	2,801.84	012395198 4399	7395 Sch/Libr Librarian-DO / Equipment Under \$500
I20R0099	AMAZON.COM LLC	1,531.05	1,531.05	012395198 4399	7395 Sch/Libr Librarian-DO / Equipment Under \$500
I20R0100	FOLLETT SCHOOL SOLUTIONS INC.	3,458.48	3,458.48	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0101	ORANGE COUNTY DEPARTMENT OF ED	150.00	150.00	016158155 5210	7140 Gifted & Talented - Instr / Travel, Conference, Worksho
I20R0103	PEARSON EDUCATION	6,117.28	6,117.28	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0104	PEARSON EDUCATION	6,735.09	6,735.09	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0105	PEARSON EDUCATION	4,919.35	4,919.35	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0106	PEARSON EDUCATION	2,323.65	2,323.65	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0107	PEARSON EDUCATION	4,560.66	4,560.66	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0108	PEARSON EDUCATION	3,732.29	3,732.29	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0109	PEARSON EDUCATION	5,120.23	5,120.23	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0110	YENCISO, DAVID AND/OR ELEONORA	16,000.00	16,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0116	GUPTA, SANGEETA	24,205.00	24,205.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0117	ROCHESTER 100 INC	558.90	558.90	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
I20R0118	CDWG	758.88	758.88	010011616 4399	Sch Site Instr - Newland / Equipment Under \$500
I20R0120	CDWG	379.44	379.44	010011616 4399	Sch Site Instr - Newland / Equipment Under \$500
I20R0121	SOUTHWEST SCHOOL AND OFFICE SU	540.00	540.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
I20R0145	SCHOLASTIC CATALOG DEPT.	567.45	567.45	012332955 4310	Title III-LEP-Fulton / Instructional Supplies
I20R0146	CDWG	451.12	451.12	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
I20R0147	EAGLE SOFTWARE INC.	950.00	950.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
I20R0148	FOLLETT SCHOOL SOLUTIONS INC.	19,525.17	19,525.17	010459075 5826	Student Achievement Supp-Libr /
I20R0149	SAMBA HOLDINGS INC.	1,050.00	1,050.00	016929395 5645	7230 Home-to-Sc Transportation / Outside Srvs-Repairs &
I20R0150	HOUGHTON MIFFLIN HARCOURT	6,840.24	6,840.24	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0151	ORANGE COUNTY DEPARTMENT OF ED	9,000.00	9,000.00	011229275 5210	Common Core St Standards-Admin / Travel, Conference,
I20R0152	SCHOLASTIC MAGAZINE	956.63	956.63	010114955 4310	Title I - Masuda / Instructional Supplies
I20R0153	MIND RESEARCH INSTITUTE	3,999.00	3,999.00	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
I20R0154	RENAISSANCE LEARNING INC	4,180.68	4,180.68	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
I20R0155	CDWG	1,754.40	1,754.40	010144949 5826	Sch Site Instr - Masuda / Licensing/Software,Maint/Supp

# FOUNTAIN VALLEY SD

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I20R0156	B E PUBLISHING	1,471.93	1,471.93	010144949 5826	Sch Site Instr - Masuda / Licensing/Software,Maint/Supp
I20R0159	BOARD OF EQUALIZATION	355.00	120.00	012869390 5560	Maintenance / Fuel
			200.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			35.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
I20R0162	VOYAGER FLEET SYSTEMS INC.	10,000.00	8,000.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			2,000.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
I20R0166	SCHOOL LOOP INC.	6,922.53	6,922.53	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
I20R0167	HUNTINGTON BEACH UNION HSD	81,500.00	37,000.00	012869390 5560	Maintenance / Fuel
			39,000.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			5,500.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
I20R0169	KEENAN & ASSOCIATES	252,297.00	252,297.00	012849380 5450	Fiscal Services / Other Insurance
I20R0170	KEENAN & ASSOCIATES	2,000.00	2,000.00	012849380 5450	Fiscal Services / Other Insurance
I20R0171	SAMS CLUB	648.00	648.00	012849380 4325	Fiscal Services / Office Supplies
I20R0172	SAMS CLUB	648.00	648.00	012849380 4329	Fiscal Services / Disaster Supplies
I20R0174	PAXTON PATTERSON	186.30	186.30	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
I20R0177	SCHOOL SERVICES OF CALIFORNIA	215.00	215.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
I20R0178	SOUTHWEST SCHOOL AND OFFICE SU	2,484.00	2,484.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
I20R0179	SOUTHWEST SCHOOL AND OFFICE SU	96.12	96.12	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
I20R0180	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
I20R0181	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
I20R0182	HOME DEPOT	1,080.00	1,080.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
I20R0183	PREMIER SCHOOL AGENDAS	758.64	758.64	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
I20R0184	MIND RESEARCH INSTITUTE	3,999.00	3,999.00	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
I20R0185	WEEKLY READER	3,631.33	3,631.33	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
I20R0225	CIT FINANCE LLC	64,800.00	64,800.00	012719385 5640	Purchasing / Outside Services - Leases
I20R0226	CORPORATION OF PRESIDING BISHO	232,713.00	232,713.00	018709380 5640	Facilities Leases / Outside Services - Leases
I20R0227	LEAF CAPITAL FUNDING LLC	10,238.40	10,238.40	012719385 5640	Purchasing / Outside Services - Leases
I20R0228	CAMBIUM LEARNING INC.	3,500.00	3,500.00	010113255 4310	Title I - Cox / Instructional Supplies
I20R0229	SUBSTITUTE ONLINE INC	4,235.00	4,235.00	012719470 5826	Personnel Department / Licensing/Software,Maint/Supp
I20R0230	ARIEL SUPPLY INC.	1,300.00	1,300.00	012849380 4325	Fiscal Services / Office Supplies
I20R0239	CSPCA	657.00	657.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
I20R0241	ASCD	219.00	219.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
I20R0242	SCHOLASTIC CATALOG DEPT.	567.45	567.45	012333855 4310	Title III-LEP-Talbert / Instructional Supplies
I20R0243	STAPLES	71.61	71.61	010028255 4322	Intervention-Administrative / Testing Supplies

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 07/24/2014

FROM 07/01/2014 TO 07/15/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0245	THOMSON REUTERS/BARCLAY	355.00	355.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
I20R0246	BEST BEST & KRIEGER LLP	35,000.00	35,000.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
I20R0247	EDUCATIONAL DATA SYSTEMS	652.78	652.78	010028255 4322	Intervention-Administrative / Testing Supplies
I20R0248	TEXTBOOK WAREHOUSE	2,465.48	2,465.48	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0249	GST	16,357.53	16,357.53	011219078 4410	Common Core St Standards-Tech / Fixed Assets \$500-\$5000
I20R0250	GST	48,592.41	44,447.36	011219078 4399	Common Core St Standards-Tech / Equipment Under \$500
			3,752.05	011219078 5826	Common Core St Standards-Tech /
			393.00	011219078 5899	Common Core St Standards-Tech / Other Operating Expenses
I20R0252	GST	149,369.18	137,413.58	011219078 4399	Common Core St Standards-Tech / Equipment Under \$500
			10,740.60	011219078 5826	Common Core St Standards-Tech /
			1,215.00	011219078 5899	Common Core St Standards-Tech / Other Operating Expenses
I20R0253	FOLLETT SCHOOL SOLUTIONS INC.	7,919.83	7,919.83	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0254	CDWG	16,669.07	15,243.47	010114055 4399	Title I - Plavan / Equipment Under \$500
			1,425.60	010114055 5826	Title I - Plavan / Licensing/Software,Maint/Supp
I20R0255	MIND RESEARCH INSTITUTE	4,000.00	4,000.00	010114055 5826	Title I - Plavan / Licensing/Software,Maint/Supp
I20R0256	APPLE COMPUTER ORDER DEPARTMEN	6,086.40	6,086.40	010114055 4410	Title I - Plavan / Fixed Assets \$500-\$5000
I20R0257	GREAT BOOKS FOUNDATION	13,924.64	8,974.64	010114055 4310	Title I - Plavan / Instructional Supplies
			4,950.00	010114055 5210	Title I - Plavan / Travel, Conference, Workshop
I20R0258	HUNTINGTON BEACH UNION HSD	185.74	185.74	010013789 5811	Donations - Oka / Transportation Outside Agency
I20R0259	J&C BOOKS LLC	4,071.60	4,071.60	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0260	ROBOMATTER INC	499.00	499.00	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
I20R0261	MAGENTA COMPUTER CENTER	116.00	116.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip
I20R0262	BEACH WIRE & CABLE INC.	119.75	119.75	012109078 5826	Tech/Media Office Operation /
I20R0263	GRAVES, LAW OFFICES OF MAUREEN	10,000.00	10,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0264	LAKESHORE LEARNING MATERIALS	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R0265	CALIFORNIA SPECIAL NEEDS LAW G	7,000.00	7,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0266	ROBOMATTER INC	327.50	327.50	010142989 4310	Donations - Fulton / Instructional Supplies
I20R0268	TEXTBOOK WAREHOUSE	1,292.17	1,292.17	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0269	FOLLETT SCHOOL SOLUTIONS INC.	1,115.60	1,115.60	012129078 4110	Lottery Instructional Material / Basic Textbooks
I20R0270	FOUNTAIN VALLEY SCHOOL DISTRIC	711.50	711.50	012719470 4327	Personnel Department / Health Supplies
I20R0272	SCHOOL HEALTH CORPORATION	233.67	233.67	012289963 4327	MAA - Instructional / Health Supplies
I20R0273	UNISOURCE	2,149.74	2,149.74	012059385 4330	Publications / Printing/Xerox Supplies
I20R0274	MCKESSON MEDICAL-SURGICAL INC.	1,523.33	1,523.33	012289963 4327	MAA - Instructional / Health Supplies
I20R0275	GST	3,433.94	3,433.94	012109078 5826	Tech/Media Office Operation /

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND**

**BOARD OF TRUSTEES MEETING 07/24/2014**

**FROM 07/01/2014 TO 07/15/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0276	APPLE COMPUTER ORDER DEPARTMEN	139.27	139.27	012658155 4325	Assessment and Accountability / Office Supplies
I20R0277	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
I20R0278	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	012724747 4325	Sch Site Admin - Courreges / Office Supplies
I20R0279	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
I20R0280	BEACH WIRE & CABLE INC.	540.00	540.00	012109078 5826	Tech/Media Office Operation /
I20R0281	CALIFORNIANS DEDICATED TO EDUC	600.00	600.00	010189275 5210	Beckman Science Incentive-Inst / Travel, Conference,
I20R0282	SAMS CLUB	540.00	540.00	012719275 4325	Curriculum/Instruction Office / Office Supplies
I20R0283	SOUTHWEST SCHOOL AND OFFICE SU	648.00	648.00	012719275 4325	Curriculum/Instruction Office / Office Supplies
I20R0284	ARIEL SUPPLY INC.	1,080.00	1,080.00	012719275 4330	Curriculum/Instruction Office / Printing/Xerox Supplies
I20R0287	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	012849380 4325	Fiscal Services / Office Supplies
I20R0288	E.G.BRENNAN & CO.	297.00	297.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
I20R0289	SCHOOL SPECIALTY	141.35	141.35	012059385 4325	Publications / Office Supplies
I20S8001	BATTERY SPECIALTIES	649.97	649.97	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8002	UNISOURCE	37,682.94	37,682.94	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>1,692,962.45</b>	<b>1,692,462.45</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES**

**07/24/2014**

**FROM 07/01/2014 TO 07/15/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
H20R1390	TARGET STORES	75.00	+75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R0011	CONSILIANTECHNOLOGIES LLC	80,477.24	+84.24	012109078 4320	Tech/Media Office Operation / Computer Supplies
			+76,680.00	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			+3,713.00	012109078 5826	Tech/Media Office Operation /
	<b>Fund 01 Total:</b>		<b>+80,552.24</b>		



**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES**

**07/24/2014**

**FROM 07/01/2014 TO 07/15/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0070	BIG AIR TRAMPOLINE PARK	2,430.00	+2,430.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
	<b>Fund 12 Total:</b>		<b>+2,430.00</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES 07/24/2014**

**FROM 07/01/2014 TO 07/15/2014**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>Total Account Amount:</b>			<b>+82,982.24</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2014 69

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		1,501.00
2400	CLERICAL & OFFICE SALARIES		500.00
3101	STRS-CERTIFICATED POSITIONS		75.00
3313	MEDICARE-CERTIFICATED		18.00
3314	MEDICARE-CLASSIFIED		15.00
3356	OASDI-CLASSIFIED		31.00
3501	SUI-CERTIFICATED		2.00
3601	WORKERS'COMP-CERTIFICATED		25.00
3602	WORKERS'COMP-CLASSIFIED		11.00
4200	BOOKS OTHER THAN TEXTBOOKS		1,200.00
4300	MATERIALS & SUPPLIES	57.00	24,179.00
5600	RENTAL,LEASE,REPAIR & NON CAP	600.00	8,963.00
5711	Direct Cost - Field Trips		600.00
5800	PROF/CONS SERV & OPER EXPENSE	4,680.00	32,989.00
8200	FEDERAL INCOME		6,057.00
8600	LOCAL INCOME	4,737.00	106,714.00
9790	UNASSIGNED/UNAPPROPRIATED		43,262.00
<b>Subfund Total:</b>		<b>10,074.00</b>	<b>226,142.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, July 24, 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 68

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		36.00
2900	OTHER CLASSIFIED SALARIES		724.00
3101	STRS-CERTIFICATED POSITIONS	58.00	3.00
3313	MEDICARE-CERTIFICATED	6.00	1.00
3314	MEDICARE-CLASSIFIED		10.00
3353	ARP-CERTIFICATED	36.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED		8.00
3502	SUI-CLASSIFIED		1.00
3601	WORKERS'COMP-CERTIFICATED		1.00
3602	WORKERS'COMP-CLASSIFIED		15.00
4300	MATERIALS & SUPPLIES	3,231.00	2,267.00
5600	RENTAL,LEASE,REPAIR & NON CAP		1,100.00
5800	PROF/CONS SERV & OPER EXPENSE	835.00	
<b>Subfund Total:</b>		<b>4,166.00</b>	<b>4,166.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, July 24, 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





FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

*MEMORANDUM*

**TO:** Marc Ecker, Superintendent/Anne Silavs, Asst. Superintendent, Instruction  
**FROM:** Mona Green, Director, Child Development and Recreation Programs  
**SUBJECT:** *Board Resolution, State Preschool Program*  
**DATE:** June 16, 2014

---

**BACKGROUND**

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

**RECOMMENDATION**

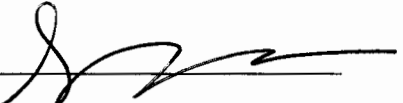
It is recommended that the Board of Trustees adopt the resolution for the State Preschool Program Contract for the school year 2014/2015.

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

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014-15.**

**RESOLUTION 2015-06**

**BE IT RESOLVED THAT** the Governing Board of the Fountain Valley School District authorizes entering into the local agreement number contract CSPP-4314 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

**PASSED AND ADOPTED THIS** 24th day of July 2014, by the governing Board of the Fountain Valley School District of Orange County, California.

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

Ian Collins, Board Clerk

Date



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4314

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 30-6649-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIONS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

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

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$181,726.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 5,286.0
Minimum Days of Operation (MDO) Requirement 180

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

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines, printed names, titles, and financial details like amount encumbered and program category.



Board meeting of July 24, 2014

SO: 2013-14/B14-50  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Marc Ecker, Superintendent  
SUBJECT: **Williams Uniform Complaint Quarterly Report  
(Quarter #4: April 1 to June 30, 2014)**  
DATE: July 17, 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: April 1 to June 30, 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 fourth 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: July 24, 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)			
<b>TOTALS</b>			

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

Signature of Superintendent: \_\_\_\_\_

Date: 07/24/14

**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

**BUSINESS SERVICES DIVISION**  
ASB/S 14/15 - 12

MEMORANDUM

TO: Marc Ecker, Superintendent  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2015-01: AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**  
DATE: July 1, 2014

---

**BACKGROUND**

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

**RECOMMENDATIONS**

It is recommended that the Board of Trustees approve **RESOLUTION 2015-01: Authorization of Signatures on Replacement Warrants.**

cl

**RESOLUTION 2015-01**

**AUTHORIZATION OF SIGNATURES ON REPLACEMENT WARRANTS**

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

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

- Marc A. Ecker, Superintendent
- Christine Fullerton, Assistant Superintendent, Business Services
- Cathie Abdel, Assistant Superintendent, Personnel
- Scott Martin, Director, Fiscal Services
- Ross Hessler, Director, Human Resources

MOTION:

SECOND:

AYES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)

) SS.

COUNTY OF ORANGE)

I, \_\_\_\_\_, Clerk of the Board of Trustees of Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24<sup>th</sup> of July, 2014, and passed by a \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24<sup>th</sup> day of July, 2014.

Clerk \_\_\_\_\_

Fountain Valley School District

**BUSINESS SERVICES DIVISION**

ASB/S 14-15 - 13

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

TO: Marc Ecker, Superintendent  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2015-02: APPOINTMENT OF CUSTODIAN  
OF REVOLVING CASH FUND**  
DATE: July 1, 2014

---

**BACKGROUND**

Education Code Section 42800 provides that the Governing Board may establish a Revolving Cash Fund in an amount not more than two percent (2%) of the district's estimated expenditures during the fiscal year, and not in any event, to exceed \$35,000 for an elementary school district.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt Resolution 2015-02 naming Christine Fullerton, Assistant Superintendent, Business Services, custodian of the Revolving Cash Fund.

cl

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION 2015-02  
APPOINTMENT OF CUSTODIAN OF REVOLVING CASH FUND**

**WHEREAS**, Education Code section 42800 authorizes the Governing Board of any school district to establish a Revolving Cash Fund; and

**WHEREAS**, Education Code section 42800 requires that the Governing Board adopt a resolution setting forth the need for a Revolving Cash Fund and designate the officer authorized to sign checks from the Revolving Cash Fund; and

**WHEREAS**, the Revolving Cash Fund may be used for any lawful education purpose authorized under Education Code section 35160; and

**WHEREAS**, the maximum amount of the revolving cash shall not exceed the limits set forth in Education Code section 42800;

**NOW, THEREFORE, BE IT RESOLVED**, the Board of Trustees authorizes the Assistant Superintendent, Business Services, be appointed as custodian of said Fund and that the signature of the custodian be required on checks drawn on the Revolving Cash Fund.

Christine Fullerton  
Assistant Superintendent  
Business Services

SIGNATURE:

  
\_\_\_\_\_

AYES: MEMBERS

NOES: MEMBERS

ABSENT: MEMBERS

STATE OF CALIFORNIA) ) SS.  
COUNTY OF ORANGE )

I, \_\_\_\_\_, Clerk of the Board of Trustees of the Fountain Valley School District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 24<sup>th</sup> day of July 2014, and passed by \_\_\_\_\_ vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 24<sup>th</sup> day of July 2014.

\_\_\_\_\_  
Clerk of Board of Trustees

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
ASB/S 14/15 - 14

MEMORANDUM

TO: Marc Ecker, Superintendent  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2015-03: AUTHORIZATION OF APPROVAL OF  
VENDOR CLAIMS/ORDERS**  
DATE: July 1, 2014

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**BACKGROUND**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve **RESOLUTION 2015-03**: Authorization of Approval of Vendor Claims/Orders.

cl

**RESOLUTION 2015-03**

**AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS/ORDERS**

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE July 1, 2014

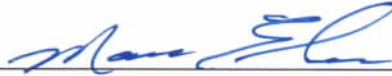
I, \_\_\_\_\_, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said board at a regular meeting thereof, held on the 24<sup>th</sup> day of July 2014 adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective 1<sup>st</sup> day of July 2014 ; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have been processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

This authorization is subject to the following provisions:

NAME TYPED

SPECIMEN SIGNATURE

Marc Ecker



Christine Fullerton



Scott Martin



Charlotte Lima



IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of July 2014.

Clerk \_\_\_\_\_



Fountain Valley School District

**BUSINESS SERVICES DIVISION**

ASB/S 14/15 – 15

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

TO: Marc Ecker, Superintendent  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RESOLUTION 2015-04: AUTHORIZATION OF SIGNATURES**  
DATE: July 1, 2014

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**BACKGROUND**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve **RESOLUTION 2015-04: Authorization of Signatures.**

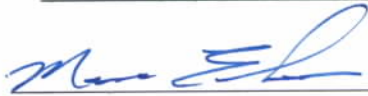







cl

**RESOLUTION 2015-04: AUTHORIZATION OF SIGNATURES**

FOUNTAIN VALLEY SCHOOL DISTRICT

DATE: July 1, 2014

I, \_\_\_\_\_, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 24<sup>th</sup> day of July, 2014, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to sign payroll notices of employment/changes of status (NOE/CS), Time Sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

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

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

<u>NAME TYPED</u>	<u>SIGNATURE</u>
Sandra Crandall	_____
Jimmy Templin	_____
Judith Edwards	_____
Ian Collins	_____
Jeanne Galindo	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of July, 2014.

**Fountain Valley School District  
BUSINESS SERVICES DIVISION  
DFS/14/15 - 65**

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

**TO:** Christine Fullerton, Assistant Superintendent, Business Services  
**FROM:** Scott Martin, Director, Fiscal Services  
**DATE:** July 1, 2014  
**SUBJECT: APPROVE RESOLUTION 2015-05-TEMPORARY INTER-FUND  
TRANSFER FROM FUND 40**

---

**BACKGROUND**

Due to the timing of when State Apportionments are received throughout the 2014-15 school year, it may be necessary for cash flow purposes that the District completes a temporary transfer from Fund 40 into any fund with a negative balance. The amount of this borrowing is not to exceed \$4,000,000. In accordance with Education Code 42603, any transfer shall be repaid by the close of the fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year end.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve **RESOLUTION 2015-05**, the temporary inter-fund transfer of funds from Fund 40.

cl

**RESOLUTION NO. 2015-05**  
**of the**  
**BOARD OF TRUSTEES**  
**FOUNTAIN VALLEY SCHOOL DISTRICT**

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

WHEREAS, the governing board of any school may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by education code section 42603; and

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

WHEREAS, no more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred; and

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

NOW THEREFORE, BE IT RESOLVED, that the Governing Board of the Fountain Valley School District, in accordance with the provisions of Education Code Section 42603 authorizes the Administration to make temporary transfers to cover payment of obligations from any fund or account.

PASSED AND ADOPTED this 24<sup>th</sup> day of July, 2014.

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain: \_\_\_\_\_

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

**FOUNTAIN VALLEY SCHOOL DISTRICT  
FOOD SERVICES**

TO: Christine Fullerton, Assistant Superintendent Business  
FROM: Diane Sharpe, Food Service Director  
SUBJECT: Authorization to use Norwalk –La Mirada School District Dairy Bid (Bid #1314-2)  
DATE: June 27, 2014

---

**BACKGROUND**

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Norwalk- La Mirada School District went out to bid for dairy products on August 19, 2013 and awarded Driftwood Dairy the contract. The Norwalk-La Mirada School District is rolling over this bid for the 2014-2015 school year and Fountain Valley School District would like to continue with this extension as well.

**RECOMMENDATION**

It is recommended that the Board authorize the Superintendent or his designee, to approve the 2014-2015 rollover of the La Mirada-Norwalk School District Dairy Bid #1314-2. (“piggyback”)



April 17, 2014

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

Dear Ms. Sharpe,

Thank you for agreeing to piggyback on the Norwalk-La Mirada Unified School District Milk, Dairy, Juice & Frozen Products RFP No. 1314-2 for the 2014-2015 school year.

Driftwood agrees to allow the Fountain Valley School District to Piggyback on the Norwalk-La Mirada Unified School District Milk, Dairy, Juice & Frozen Products RFP No. 1314-2 for the 2014-2015 school year.

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

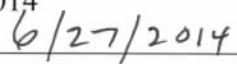
I would like to thank you and your staff for being such excellent customers. I look forward to continuing our excellent relationship!

Sincerely,

John Dolan  
VP Sales

*I agree to piggyback on the Norwalk-La Mirada Unified School District Milk, Dairy, Juice & Frozen Products RFP No. 1314-2 for the 2014-2015 school year.*

Diane Sharpe  
  
Signature

6/27/2014  
  
Date



Where EVERY Student is Given EVERY Opportunity to  
Demonstrate EXCELLENCE

12820 PIONEER BOULEVARD, NORWALK, CALIFORNIA 90650-2894  
PHONE (562) 868-0431 • FAX (562) 868-7077

August 27, 2013

via E-Mail & U.S. Mail  
[johnud@driftwooddairy.com](mailto:johnud@driftwooddairy.com)

**DRIFTWOOD DAIRY**

1765 W. Penhall Way  
El Monte, CA 91731  
Attn: Mr. John Dolan, V.P. Sales

Subject: Milk, Dairy, Juice & Frozen Products  
RFP No. 1314-2

Re: Notice of Award

Dear Mr. Dolan:

At their regularly scheduled meeting held on August 19, 2013, the Board of Education awarded your company RFP No. 1314-2 and approved the purchase of Milk, Dairy, Juice & Frozen Products in accordance with the proposal specifications; effective: August 20, 2013 to June 30, 2014.

Enclosed is *Purchase Order No. 140913*, for your records.

If you have any questions, please contact Jo Ann Perez-Cisneros at extension 2050.

Sincerely,

Cindy Jimenez  
Supervisor of Purchasing

CJ/jpc

Enclosure

c: Laura Glenn, Director of Nutrition Services

BOARD OF EDUCATION

DARRYL R. ADAMS  
President  
MARGARITA L. RIOS  
Member

ED HENGLER  
Vice President  
JESSE URQUIDI  
Member

KAREN L. MORRISON  
Member  
ANA VALENCIA  
Member

CHRIS PFLANZER  
Member  
DR. RUTH PEREZ  
Superintendent

INVOICE IN DUPLICATE TO:

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT**

12820 PIONEER BOULEVARD NORWALK, CALIFORNIA 90650-2894

TEL: (562) 868-0431 FAX: (562) 863-9651

**PURCHASE ORDER**

**No. 140913**  
 MERCHANDISE AND/OR SERVICES  
 MUST SHOW THIS NUMBER ON IN-  
 VOICES, PACKAGES AND CORRES-  
 PONDENCE.

**ORDERED FROM:** DRIFTWOOD DAIRY  
 FILE 1193  
 1801 W. OLYMPIC BLVD.  
 PASADENA CA 91199-1193

**SHIP TO:** DELIVER AS SHOWN BELOW

VENDOR CONTACT: -  
 VENDOR PHONE: - VENDOR FAX: -

BID OR QUOTATION NO.		TERMS	RECEIVING HOURS M-Th 7:00 AM - 2:00 PM	
ORDER DATE 08/23/2013	SUBMITTED BY	SITE NAME		VENDOR NO. 221125
				REQ. NO.

PLEASE ENTER OUR ORDER FOR THE FOLLOWING

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES NO.
1	1	LOT	OPEN P.O. TO PROVIDE MILK, DAIRY, JUICE AND FROZEN PRODUCTS FOR VARIOUS SCHOOL SITES.  EFFECTIVE: 2013-2014 SCHOOL YEAR BOARD APPROVED ON AUGUST 19, 2013  NOT TO EXCEED AMOUNT AUTHORIZED  PRICING BASED ON: MILK, DAIRY, JUICE AND FROZEN PRODUCTS, RFP NO. 1314-2  "VENDOR IS NOT INCLUDED IN THE FEDERAL EXCLUDED PARTIES LIST SYSTEM"  ATTN: VENDORS NLMUSD IS EXCITED TO INTRODUCE "OUR NEW LOOK," OUR NEW P.O. DESIGN.	600,000.000	600,000.00	
				SUB-TOTAL	600,000.00	
				TAX	0.00	
				SHIPPING & HANDLING	0.00	
				TOTAL	600,000.00	

- TERMS AND CONDITIONS ON REVERSE -



X

VENDOR COPY

AUTHORIZED SIGNATURE



Driftwood Dairy

8. **Piggyback Clause.** For the term of the Contract and any mutually agreed extensions pursuant to this request for bid, at the option of the Vendor, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions pursuant to Section 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Norwalk-La Mirada Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause **will not** affect the outcome of this bid. **Please initial the appropriated selection.**

Piggyback option granted: YES

Piggyback option not granted: \_\_\_\_\_

Date 7/31/13

Print Firm Name Driftwood Dairy

Authorized Representative Signature [Signature]

Print Name Jordan Dorian

Title \_\_\_\_\_

**Whittier Daily News**  
Affiliated with SGV Newspaper Group  
7612 Greenleaf Avenue  
Whittier, CA 90602  
526-562-8511 ext. 2270  
debby\_chapman@sgvn.com

5027834

NORWALK LA MIRADA U.S.D.  
12820 PIONEER BLVD.  
NOT TO EXCEED 750 THRU 6195  
NORWALK CA 90650-2894

FILE NO.  
**Grocery Milk Snack RFPs 1314.1\_2**  
**PROOF OF PUBLICATION 1\_2**  
(2015.5 C.C.P.)

STATE OF CALIFORNIA  
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of WHITTIER DAILY NEWS, a newspaper of general circulation which has been adjudicated as a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of October 10, 1960, Case Number 359353. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

7/23/2013, 7:50/2013

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at West Covina, LA Co., California  
On this 30th day of July, 2013.



Signature

12/19/13

(Space below for use of County Clerk Only)

Legal No. **0010392015**  
**NOTICE TO VENDOR'S CALLING FOR PROPOSALS**

Notice is hereby given that the

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT**  
of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, will accept proposals for:

**GROCERY PRODUCTS, RFP NO. 1314**  
**MILK, DAIRY, SNACK PRODUCTS, RFP NO. 1314**  
**SHACK PRODUCTS, RFP NO. 1314**

All proposals shall be made and sealed only on the forms supplied by the District, unless stated otherwise in the documents. Proposal shall be received in the Purchasing Department of the:

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT**  
**12820 PIONEER BOULEVARD**  
**NORWALK, CA 90650-2894**

It is each bidder's sole responsibility to ensure its proposal is timely received and received at the location designated as specified above. Any proposal received after the time and date specified above or after any extension due to material changes shall be returned unopened.

Bidders may obtain a copy of the proposal documents by written request to the District Business Office - Purchasing Department located at the address listed above, or call (562) 948-0021 ext. 2006 for more information.

Each bid must conform and be responsive to the proposal documents as defined in the General Terms and Conditions, Special Conditions and Specifications.

No bidder may withdraw its proposal for a period of sixty (60) days after the date set for the opening of proposals.

The District reserves the right to reject any and all proposals or to waive irregularities in any proposal.

Dated: July 18, 2013

Norwalk, California

**Cindy Jimenez**

Supervisor of Purchasing

**Publish: July 23, 2013**

**Whittier Daily News Ad#72015**

### SUSPENSION AND DEBARMENT CERTIFICATION U.S. DEPARTMENT OF AGRICULTURE

**INSTRUCTIONS:** SEA to obtain from any potential vendor or existing contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (includes Food Service Management and Food Service Consulting Contracts).

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 - 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT 6484-00  
Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant) **Driftwood Dairy**

**JOHN DOLAN** **VP SALES** **John Dolan** **6/10/84**  
Printed Name Title Signature Date

DO NOT SUBMIT THIS FORM. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

**BOARD OF EDUCATION**  
Norwalk-La Mirada Unified School District

**Excerpt from Minutes of the Meeting of**

**June 9, 2014**

It was moved by Sean Reagan, seconded by Ana Valencía,  
and carried unanimously,

That the extension of the original contract (by issuing a purchase order) through  
the 2014-2015 school year with Driftwood Dairy, 1801 W. Olympic Boulevard,  
Pasadena, CA 91199-1193, Inc., at rates established per RFP No. 1314-2, with  
no increases based on CPI, be approved.

**CERTIFICATION**

I, Ruth Pérez, certify that the foregoing is a true copy of a portion of the minutes of the Board of  
Education dated June 9, 2014.



Ruth Pérez, Ed.D.

Secretary to the Board

**FOUNTAIN VALLEY SCHOOL DISTRICT  
FOOD SERVICES**

**TO:** Christine Fullerton, Assistant Superintendent Business  
**FROM:** Diane Sharpe, Food Service Director  
**SUBJECT:** Authorization to use Santa Clarita SD Food bid  
Frozen/Dry RFP #11-12-31012012-01  
**DATE:** July 3, 2014

---

**BACKGROUND**

The Fountain Valley School District Food Service department was approved to use the Santa Clarita SD Food bid for the 2012-2013 school year per Public Contract Code Section 20118. The Santa Clarita School District has extended this contract for the 2014-2015 school year. The Fountain Valley School District Food Service Department would benefit from approving this extension as well for the 2014-2015 school year.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the extension of the Santa Clarita Cooperative Frozen/Dry Food Bid #11-12-31012012-01.



# GOLD STAR FOODS

July 3, 2014

Fountain Valley Unified School District  
Diane Sharpe, Director of Nutrition Services  
Via email [sharped@fvsd.k12.ca.us](mailto:sharped@fvsd.k12.ca.us)

Thank you for the opportunity to work with your department. Attached is your price agreement for the 2014/2015 school year. We appreciate your review and final acceptance. Please call with any questions.

Sincerely,  
Tiffany Riad

Frozen <i>[includes processed commodities]</i>	X	Santa Clarita Valley RFP #11-12-31012012-01
Dry	X	Santa Clarita Valley RFP #11-12-31012012-01
Refrigerated	X	Santa Clarita Valley RFP #11-12-31012012-01
Disposable	N/A	
Fresh Bread	X	GSF Fresh Bakery Program
Fresh Produce	N/A	TBA [if applicable]
USDA	N/A	

**\*\*IMPORTANT NOTE \*\***

Please note that commodity PTV discounts will only be given off-invoice if/when commodity balances have been loaded into K12 or ProcessorLink and Gold Star Foods is your districts assigned distributor for processed commodities. In transitioning to the new school year there is typically a two to three week lag time from July 1st until the new balances and carry-over balances are available. All items listed on this contract are set-up through Gold Star, some may require additional lead-time. Please contact your customer service representative for details. Thank you.

Attached price contract is approved

Attached price contract is not approved

Please specify reason for not approving the attached contract(s):

---

---

Attached additional sheet if necessary.

**Please sign and return this cover letter only to [bids@goldstarfoods.com](mailto:bids@goldstarfoods.com) by July 31, 2014.**

If you have any questions regarding this document please contact Tiffany Riad at (909) 843-9600 Ext. 617 or via email [tiffany@goldstarfoods.com](mailto:tiffany@goldstarfoods.com).

Diane Sharpe  
Print Name

Food Service Director  
Print Title

Diane Sharpe  
Signature

7/3/14  
Date

# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive, Santa Clarita, California 91355 \* (661) 295-1574 \* Fax (661) 295-0981

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January 22, 2014

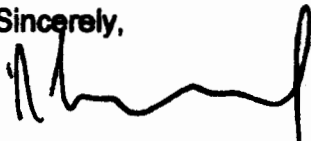
Mr. Sean C. Leer  
Vice President  
Gold Star Foods  
3781 East Airport Dr.  
Ontario, CA 91761-1558

Dear Sean,

The Santa Clarita Valley School Food Services Agency is pleased to report that your January 8, 2014 offer to renew RFP #11-12-31012012-01 – contract for Distribution of Foods under the same terms and conditions as the original agreement (through June 30, 2012) for the 2014/2015 school year – was approved at the Agency's January 21, 2014 Board meeting. We look forward to this continuation of services and products.

We appreciate the working relationship we have with your company, and your willingness to work with us to provide good nutrition through the school meal programs.

Sincerely,



Pavel N. Matustik, SNS  
Chief Executive Officer

PNM/ihk

Cc: Dan Madsen

FOUNTAIN VALLEY SCHOOL DISTRICT

**BUSINESS SERVICES DIVISION**

DFS/14-15 - 67

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services  
 FROM: Scott R. Martin, Director, Fiscal Services  
 SUBJECT: **Declaration of Surplus Property**  
 DATE: July 14, 2014

---

**BACKGROUND**

In order to remain compliant with State established environmental regulations, the District recently replaced a commercial lawnmower, along with a truck and trailer. The previous equipment was in use by the District for over twenty years. The District now wishes declare the dated equipment as surplus property.

According to Education Code 17545 “The governing board of any school district may sell for cash any personal property belonging to the district if the property is not required for school purposes or if it should be disposed of for the purpose of replacement”. Under this section of the education code, the Board must first declare the property outlined below to be surplus. Once the property is declared surplus by the Board, a public auction may be conducted by a District employee. The District will award the winning bid to the highest responsible bidder or reject all bids.

*Proposed Surplus Property*

<u>Equipment</u>	<u>Model</u>	<u>Year</u>	<u>VIN #</u>	<u>LIC #</u>
• Truck	Ford F700	1994	1FDWK74C2RVA32588	E298731
• Trailer	Fleming	1993	1F9FS2226MID25101	E946454
• Mower	Ford Tractor 6610	1990	1701638	
	w/ Interstater Flail Mower Attachments			

**RECOMMENDATION**

It is recommended that the Board of Trustees declare the above listed property to be surplus. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to conduct a public auction for the sale this equipment and be authorized to sign all related documents.

cl





C/I 2014-15 - #1  
July 24, 2014 Board Meeting

FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Ph.D., Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** *RECORD OF EIGHTH GRADE PROMOTION, JUNE 2014*  
**DATE:** July 8, 2014

---

**BACKGROUND**

Board Policy #5127 stipulates that the names of all students who are recommended for an eighth grade Certificate of Promotion be recorded within the minutes of a Board meeting. The attached lists of eighth grade students have been submitted by the three middle school principals.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve, as submitted by the principals, the names of all students recommended for an eighth grade Certificate of Promotion in the 2013-14 school year.

Attachments

# Fulton Middle School

7/7/2014

2013-2014

## 8th GRADE CLASS OF 2014

Page 1

<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Middle Name</u></b>	<b><u>Sex</u></b>
Aguado	Skylar	David	M
Alberto	Kyla Beatrize	A	F
Allcorn	Samuel	Henry	M
Alvarado	Ariel	Alessandro	M
Amaro	Bryant	William	M
An	Raymond		M
Andrade	Samantha	Nicole	F
Aponte	Jewel	Madison	F
Aquino	Kianna	Marie	F
Arganda	Adam	Christian	M
Arteaga	Alyssa		F
Asif	Parihan	Yasha	F
Auvaa	Maia	Hinahere	F
Avalos	Jose	Antonio	M
Baker	Chloe	Margaret	F
Bandaruk	Shane	Beau	M
Banh	Crystal	Esther	F
Barber	Nicolas	Coello	M
Barreca	Priscilla	Marie	F
Beardsley	Shyann	Crystal	F
Bebout	Allison	Lee	F
Bees	Brandon	Thomas	M
Beltran	Crislyn	Lenay	F
Bewley	Kent	Angel	M
Bitzer	Jake	Lee	M
Blake	Amanda	Jayne	F
Boardman	Nicole	Anne	F
Boyer	Sophia	Marie	F
Brooks	Alexandra	Rose	F
Brown	Jake	Davidson	M
Browne	Sierra	Anne	F
Buatte	Brooklyn	Leann	F
Bui	Anthony	Vo	M
Bui	Dianne	Kim	F
Bui	Matthew	Nam Xuan	M
Burnett	Grace	Annelise	F
Burnett	Samuel	Casey	M
Burney	Lauren	Marie	F
Caha	Matthew	Scott	M
Canatsey	Jada	Marie	F
Cao	Denise	Trinh	F
Caprini	Louis	Jefferson	M
Chen	Sharon	Tammy	F
Chhan	Christopher	Ty	M
Christiansen	Victoria	Torhild	F
Chu	Bradley	Christopher	M
Chu	Brian	Dang-Duy	M
Chu	Jonathan	Hieu	M
Conlay	Soren	James	M
Coronado	Rebecca	Renee	F
Corsten	Ray	Charles	M
Cortez	Christian	Mateo	M
Costescu	Elizabeth	Paula	F

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Cross	Caitlyn	Alexandra	F
Crowe	Brandon	John	M
Dalton	Eric	Thomas	M
Damitz	Sarah	Nicole	F
Dang	Long	Thanh	M
Dang	Vivian-Bich Van	Vu	F
Davis	Desiree	Monique	F
DeDios	Julia	Izabela	F
DePersis	Angelina	Teresa	F
DeSantis	Jena-Marie	Theresa	F
DeVita	Caroline	Francesca	F
Diep	Kacy	Thien-Kim	F
Dinh	Jillian	Diem	F
Dinh	Justin	Minh	M
Do	Cecilia		F
Do	Cody	Andrew	M
Do	Nam	Hoang	M
Doan	Bao-Chau	Valerie	F
Doan	Joshua	Vinh	M
Doan	Lillian	Minh	F
Doan	Trinh	Nguyen-Thien	F
Domingo	Benjamin	Garcia	M
Dominguez	Antonio	Phillip	M
Doran	Wendy	Lynn	F
Downing	Bailey	Marie	F
Duenes	Chloe	Jean	F
Eichinger	Grant	D	M
Esmail	Huda	Alex	F
Estrada Waterhouse	Alexis		F
Evans	Lytra	Ruth	F
Farnum	Rebekah	Ann	F
Fee	Amelia	Grace	F
Fiduccia	Emily	Rose	F
Flores	Jacob	Miguel	M
Flores	Kiana	Sovahn	F
Fridman	Jacob	Daniel	M
Friend	Tristan	Joshua	M
Galleher	Grace	Ella	F
Garrett	Holly	Marie	F
Gerbracht	Ziv	Lee	M
Ghanem	Rami	Ahmad	M
Gheno	Morgan	Elizabeth	F
Giuntoli	Brianna	Nicole	F
Gladney	Garrett	John	M
Graham	Kyle	Henry	M
Gristchuk	Sarah	Lynn	F
Grogan	Nicholas	Don	M
Guerrero	Gabriela	Clearwater	F
Guerrero	Raina	Lane	F
Ha	Khang	Nguyen	M
Hadley	Amanda	Tish	F
Hall	Auryelle	Lorena	F
Hanscom	Nicholas		M

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Hardy	Nathaniel	Alexander	M
Hassanzadeh	Niyaz	Elizabeth	F
Hicks	Brendan	Christopher	M
Ho	Christopher	Ngo	M
Hoang	Tiffanie	Kha-Yen	F
Hoenig	Kennedy	Ann	F
Horn	Garrett	Lee	M
Huang	Caitlyn		F
Huffmire	Allyson	May	F
Huynh	Alex		M
Huynh	Calvin	Ngoc	M
Iovine	Karen	Ann	F
Ito	Aozora	Sarah	F
Janoski	Jessica	Lynn	F
Jlelati	Suzane		F
Jobse	Jake	Robert	M
Johansen	Sarah	Jayne	F
Johnson	Daniel	James	M
Jordan	Madison	Makenzie	F
Jorge	Aileen	Marie	F
Kalhor	Nima	Ahmad	M
Kammerer	Alyssa	Blaise	F
Kassoff	Damian		M
Keller	Brandon	Richard	M
Kenefick	Lindsay	Elizabeth Megan	F
Khalil	Amany	Ghalib	F
Khodr	Jasmine	Isabel	F
Lam	Dorian	Magnus	M
Le	Annette	Thuy-An	F
Le	Annie	Thien-An	F
Le	Bryan	Ducan	M
Le	Chyna	Van	F
Le	Courtney	Nhu	F
Le	Jimmy	Thoai	M
Le	Joanna	Thanh	F
Le	Vivian	Huynh	F
LeBaron	Dylan	T	M
Ledezma	Sebastian	Alejandro	M
Lee	Andy		M
Lee	Nicholas	Hong	M
Lesnick	Daniel	Jacob	M
Leutbecher	Brooke	Alexia	F
Levesque	Lucas	Allen	M
Li	Ashley		F
Liu	Jane	Juan	F
Ly	Frances	BaoTran	F
Lynch	Marissa	Catherine	F
Mack	Ethan	Jacob	M
Mak	Evan	Loren	M
Mallory	Matthew	Robert	M
Mansouri	Camron		M
Martinez	Alexa	Sabrina	F
Masuy	Caroline		F

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McCready	Brett	H	M
McGlinchey	Colin	Peck	M
McKeague	Jayden	Ashley	F
McKeeever	Ian	A	M
Miranda	Kainoa	Kealoha	M
Motske	Tanner	Caton	M
Murdock	Caroline	Michelle	F
Murphy	Mikayla	Adair	F
Nakagawa	Chad	Akira	M
Nakao	Brandon	Rei	M
Nashef	Badr		M
Navarro	Marina	L	F
Neff	Amber	Laura	F
Nehrbass	Micah	Kenneth	M
Nelson	Abigail	Jordan	F
Newton	Summer	Claire	F
Ngo	Cammy		F
Nguyen	Aaron	Khang	M
Nguyen	Alisha	T L	F
Nguyen	Alvin	Quoc Bao	M
Nguyen	Andrew	Hung	M
Nguyen	Andrew	Lee	M
Nguyen	Andrew	Duc-Huy	M
Nguyen	Ann	Quynh	F
Nguyen	Ava	Mai	F
Nguyen	Brandon	Trong	M
Nguyen	Danny	Trong	M
Nguyen	Dzuy	Khuong Do	M
Nguyen	Hang	Phuong	F
Nguyen	Heather	Camtu	F
Nguyen	Henry		M
Nguyen	Hope	Thien-Ha	F
Nguyen	Isabella	Ngoc Yen	F
Nguyen	Jennifer	Uyen Thao	F
Nguyen	Jessica	Tra	F
Nguyen	Katherine	Hoai-Trang	F
Nguyen	Kay	Marie	F
Nguyen	Kayla		F
Nguyen	Kevin	Tuan Khang	M
Nguyen	Ky-Anh	Vu	M
Nguyen	Leroy	Trilan	M
Nguyen	Maithy	Pham	F
Nguyen	Michael	Vu	M
Nguyen	Monique	Ai Nhi	F
Nguyen	Quinn	To	F
Nguyen	Sara	Hanako	F
Nguyen	Tam	Lee	M
Nguyen	Taylor	Thanh-Tam	F
Nguyen	Thien Han	Tran	M
Nguyen	Tiffany	Anh Thy	F
Nguyen	Vinh	Xuan	M
Nguyen	Williams	Thong	M
Nichols	Bryce	James	M

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Nickel	Christopher	Glen	M
Nodari	Giovanni	Angelo	M
Pathak	Harshin	Amit	M
Pham	Benjamin	Duy	M
Pham	Camille	Nhi	F
Pham	Viviane		F
Phan	Anthony		M
Phan	Bryan	Duong	M
Phan	Giovanni	Duc	M
Pinkham	Rebekah	Claire	F
Pombo	Matthew	Paul	M
Presilla	Vicente	Felipe	M
Richard	Jacob	Ryan	M
Roberts	Rachel	Suzanne	F
Rodriguez	Max	William	M
Romero	Desirae	Daisy	F
Ruiz	Matthew	Robert McKinney	M
Sahib	Hameed	A	M
Schoenberger	Ashley	Nicole	F
Schoon	Rebecca	L	F
Schorovsky	Evan	Michael	M
Schubert	Christopher	John	M
Sheeks	Gina	Christine	F
Shehadah	Abdelfattah	Omar	M
Sheppard	DeLaney	Sue	F
Sheppard	JacLynn	Jean	F
Singh	Jeevanjote	S	M
Smith	Penelope	Mae	F
Spalter	Cole	Leonard	M
Straw	David	Blaine	M
Streng	Andrew	Ryan	M
Swain	Corey	Scott	M
Syed	Humza	Moin	M
Tadros	Eric	Wagih	M
Tadros	Marc	Wagih	M
Tang	Linda	Hillary	F
Tat	Cindy	Loan-Anh	F
Taub	Jacob	Nicholas	M
Taylor	Abby	Marie	F
Tehrani	Saba	Haji-Hossein	F
To	Kevin	D	M
To	Thaotam		F
Ton	Albert	That	M
Tran	Alvinh	Viet	M
Tran	Andrew	Duy	M
Tran	Andrew	Phat	M
Tran	Candices	Minh	F
Tran	Cassandra	Dieu	F
Tran	Daniel	Huy	M
Tran	Darren	Minh	M
Tran	Eric	Van	M
Tran	Jamie	Maianh	F
Tran	John	Hap	M

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<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Middle Name</u></b>	<b><u>Sex</u></b>
Tran	Justin	Nhat Duy	M
Tran	Kasey	Ngoc	F
Tran	Lauren	Baongoc	F
Tran	Lilian	Ngoc	F
Tran	Mary	Yen	F
Tran	Nancy		F
Tran	Nathan	Thien	M
Tran	Noah	Hung-Dao	M
Tran	Sabella	Thuy-Tien	F
Tran	Stacy	Yan	F
Tran	Sylvia	Thanh Truc	F
Tran	Valerie	Antionette	F
Trinh	Thomas		M
Truong	Hanson	Tam-Han	M
Truong	Tuan	Minh	M
Tucci	Takara	Joan	F
Van Aalst	Sara	Elizabeth	F
Vannah	Zachary	Kumar	M
Vazquez	Inez	Leslie	F
Velez	Raquel	Monique	F
Villafuerte	Conrad	Ryan	M
Villegas	Enrique	Ivan	M
Vo	Kristin	Le	F
Volkert	Mark	Nathan	M
Vu	Amy		F
Vu	Edmund	M	M
Vu	Lilian	Yen	F
Vu	Nicholas	Uy Kien	M
Vu	Paul	Ngo	M
Vu	Tracy	Phuong Thi	F
Vu	Vivi	Thuy	F
Vu-Nguyen	Kaitlyn	Truc-Quynh	F
Vuong	Theodore	Quang Tuan	M
Wang	Randy	Zi-Long	M
Wang	Thompson	Tin-Shan	M
Watkins	Ashley	Lynn	F
Willis	Cheyenne	Brooks	F
Wilson	Kylena	RaeAnne	F
Wise	Diana	Carol	F
Yeatman	Sofia	Katrina	F
Yencso	Peter	Matthew	M
Yenson	Vivian		F
Yoon	Annie	Hayoung	F
Young	Jessica	Morgan	F
Young	Nicole	Kendal	F

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Abbas	Agha	Abid	M
Aguon	Noah	Miguel	M
Ahn	Jun Hyuk		M
Akiona	Thomas	Ka'eo Onalani	M
Alkire	Isaac	Michael	M
Al-Shoubaki	Yousef	Marzouk	M
Amenta	Noah	Michael	M
Ancira	Joesuf	Erik	M
Anderson	Madalyn	Joe	F
Armijo	Ryan	Christopher	M
Baldrige	Zachary	Martin	M
Balzer	Dylan	Wayne	M
Banat	Ali	Waleed	M
Banquil	Angela Neil	Giducos	F
Bebereia	Matthew	Duncan	M
Benavente	Ka'ani	Jo	F
Berrocal	Riley	Daniel	M
Bollinger	Mitchell	Thomas	M
Bovaird	Kassidy	Joyceann	F
Bowker	Mitchell	John	M
Brady	Cheyenne	Raven	F
Brown	Nolan	William	M
Buhman	Savannah	Rose	F
Bui	Danson	Nguyen	M
Bui	Elise	Cao	F
Bui	Nathan	Di	M
Bui	Samantha	Grace	F
Bui	Vivian	Khanh	F
Burk	Matthew	Scott	M
Camberos	Esmeralda	Guadalupe	F
Carmona Tovar	Brianna	Ricki	F
Carr	Marguerite	Lynne	F
Casillas	Stephen	Mark	M
Chau	Crystal	H	F
Chavelas	Angel		M
Chen	Chao-Lung		M
Chen	Tammy		F
Cheung	Irwin	Kane	M
Chin	Sophia		F
Ching	Chanson	Rikuto	M
Ching	Trenton	Kaito	M
Chou	Savannah	Boline Lynn	F
Chow	Kevin	C	M
Christenson	Erica	Danielle	F
Chuong	Angelina		F
Clark	Kira	Lynn	F
Clevenger	Sephten	Daniels	M
Collins	Iain	Thomas	M
Corrales	Clarissa	Marie	F
Cortez	Ashley		F
Dang Vu	Samantha	Nicole	F
Davis	Brock	Owen	M
DeLawder	Malachi	Link	M



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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
DeLelio	Nicholas	RJ	M
DeTroya	Amanda	Lynn	F
Diaz	Luis	Marcial	M
Dietz	Robert	G	M
Dinh	Jason	Gia-Huan	M
Dinh	Nicholas	V	M
Do	Brandon	Cao	M
Do	Kyle	Hanh-Thong	M
Do	Nathan	Anthony	M
Do	Thomas	Quoc Vinh	M
Dobrin	Emily	Kate	F
Donovan	Victoria	Love	F
Douglas	Michael	David	M
Dovan	Namanh	Joseph	M
Dubuque	Trenton	James	M
Eckenwiler	Rayven	Jade	F
Ellard	Robert	Edward	M
Espinoza	Samantha	Crystal	F
Faris	Joshua	Joel	M
Fernandez	Cameron	Matthew	M
Fernandez	Johnathan	Jacob	M
Fonseca	Brianna	Lizett	F
Francies	Marshall	Edwin	M
Freeman	Brandon	Edward	M
Friedman	Abbey	Michelle	F
Frink	Paige	Lovejoy	F
Fultz	Ethan	Daniel	M
Funasaki	Kevin	Kohei	M
Gautier	Joseph	Eric	M
Geltman	Alexandra	Lindsay	F
Giese	Spencer	Curtis	M
Glenn	Grace	Emily	F
Gonzales	Mistina	Sable	F
Gonzalez	Seth	Michael	M
Goodwin	Brieann	Courtney	F
Grant	Josilyn	Nicole	F
Greene	Devin	Rooiin Kweisi	M
Grohmann	Tanner	Scot	M
Gubernick	Dallin	Payne	M
Guzman	Jacqueline	Lauren	F
Ha-Nghiem	Y Lien	Quynh	F
Hasan	Nabiha		F
Henderson	Le'Ron	Isaiah	M
Herbold	David	Andrew	M
Hernandez	Christian	Ryan	M
Herrera	Samantha	Summer	F
Herrera	Sariah	Noemi	F
Hing	Olivia	Catherine	F
Ho	Brandon	Mathew Tiongson	M
Ho	Vu	Nhat Nguyen	M
Hoang	Katie		F
Hovdestad	Emily	Adalaide	F
Huynen	Jake	Christopher	M

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Huynh	Catherine	Vy	F
Huynh	Charlenna	Long	F
Huynh	Dylan	Manh	M
Jabarin	Raghad	Nassar	F
Jarrah	Meccah	Bendenia	F
Jarrah	Salsabeal	Bendenia	F
Jasso	Jose	Alberto	M
Johnson	Chase	William	M
Johnson	Sean	Alexander	M
Joyner	Jagger	DeLacy	M
Kahmar	Brittany	Renee	F
Kallsen	Kendall	Rylie	F
Kang	Vincent	Oliver	M
Kato	James	Song	M
Khong	Cindy	Li	F
Klein	Harrison	Lewis	M
Koger	Cassie	Sue	F
Kraus	Philip	Matthew	M
Lam	Britney	AnhMai	F
Lam	Dylan	G	M
Lam	Julia	Ngoc Han	F
Lawler	Christian	Alexander	M
Lazar	Niko	John	M
Le	Antoinette	Leanne	F
Le	Christopher	Minh-Tri	M
Le	Kyle	Thomas	M
Le	Nathan		M
Liang	Jordan	Phan	M
Lichodziejewski	Fiona	Bea	F
Liu	Danna		F
Liu	Mandy		F
Longworth	Gavin	Lewis	M
Lopez	Jairo	Jaziel	M
Lopez	Keven	Stanly	M
Lorsung	Alyssa	Renee	F
Loudenback	Jared	Matthew	M
Lu	Madelyne	Ngocbinh	F
Ludovice Jr	Lex Andrei	Balictar	M
Luong	Katie	Tien	F
Ly	Anthony		M
Ly	Bryan		M
Lyall	Elijah	Andrew	M
Madrid	Justin	Garrett	M
Mai	Gabrielle	Thi An	F
Mai	Tuyet-Nhi		F
Marion	Donald		M
Marroquin Zepeda	Rocio		F
Martinez	Jonathan	Chihiro	M
McClements	Daniele	Lauran	F
McCredie	Madison	Lynn	F
Mendoza	Brandon	Isaiah	M
Montano	Allen	Joseph	M
Montes	Kezia	Bethany	F

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Moreno	Breanna	Rae	F
Moreno	Courtnee	Rose	F
Naber	Patrina	Samir	F
Nakashima	Cameron	Maleko	M
Nakawatase	Nicole	Keiko	F
Navia	Nathan	Michael	M
Ngo	Dorothy		F
Ngo	Huy	Quang	M
Ngo	Katherine		F
Ngo	Trisha	Trang	F
Ngo	Vinh	Hoang	M
Nguyen	Aileen	Tran	F
Nguyen	Amanda	Ngoc	F
Nguyen	Ashley	Nhi	F
Nguyen	Baron	T	M
Nguyen	Bryan	Minh-Tri	M
Nguyen	Bryant	Van	M
Nguyen	Dana	Myhan	F
Nguyen	Devin	Truong	M
Nguyen	Elaine	Danvi	F
Nguyen	Eric		M
Nguyen	Francisco	Huy	M
Nguyen	Jessica	Yen	F
Nguyen	John	Hieu	M
Nguyen	Justin	Khang	M
Nguyen	Kaitlyn	M	F
Nguyen	Kayla	Ann	F
Nguyen	Kendrick	Tran	M
Nguyen	Kyle	Cuong	M
Nguyen	Kyle Khanh	Cao Quoc	M
Nguyen	Ly	Cong	M
Nguyen	Martin	Duc	M
Nguyen	Maverick	Tri	M
Nguyen	Minh-Han-Hannah	Ngoc	F
Nguyen	Patrick	Anviet	M
Nguyen	Sang	Ngoc	M
Nguyen	Soleil	Lune	M
Nguyen	Tracy	Tuong-Vi	F
Nguyen	Tuyet Minh	Ngoc	F
Nguyen	Vivian	Tran	F
Nguyen	William	Don	M
Norris II	James	David	M
Pacheco	Alan	Joseph	M
Pan	Ashley		F
Park	Ji Won		F
Passantino	Bruno	O'Brian	M
Patel	Shivani	Y	F
Patterson	Dane	Jennings	M
Payne	Adam	William	M
Perez	Alexis	Nicole	F
Perez	Kristopher	Ryan	M
Perkins	Skyler	Rain	M
Pernisco	Christine	Natalia	F

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Peters	Kelsey	Lanier	F
Pham	An Khoi	Ba	M
Pham	Christina	Ai Lan	F
Pham	David	Tan	M
Pham	Emily		F
Pham	Hanh	Phuong	F
Pham	Thao	Huynh Phuong	F
Pham	Tyler	Quang-Minh	M
Phan	Nathan	Congthanh	M
Phan	Nhat Ha	Hoang	F
Phelps	Britney	Lyn	F
Ramirez	Ivana		F
Ransom	Lisa	Kristina	F
Raygoza	Ty	Robert	M
Rivera	Jaida	Jai'Leen	F
Robinson	Coreena	Lee	F
Rojo	Lilyan	Eileen	F
Rostomian	Alexan	Armen	M
Rousseau	Michael	Dominic	M
Rowan	Matthew	Hunter	M
Ruston	Clayton	Scott	M
Saad	Hany	Ashraf	M
Sagarwala	Ali	Raza	M
Sakata	Ken	Makoto	M
Salamon	Grant	Edward	M
Salcedo	Avani Magdalena	Cortez	F
Sanchez	Luis	Ramon	M
Sandoval	Julian	Richard	M
Sardinas	Vanessa	Michelle	F
Seburn	Mason	Garett	M
Shaban	Judy		F
Shah	Ali	Rajab	M
Shepard	Evette	Lan	F
Simurda	Rachel	Mary	F
Snider	Grace	Kathryn	F
Sorce	Dylan	Christopher	M
Speckler	David	Zachary	M
Spedden	Veronica	Marie	F
Steubing	Jasmine	Isabelle	F
Stull-Agnew	Ethan	Luke	M
Sweeney	Emily	Elizabeth	F
Tapscott	Travis	Minh	M
Terry	Ryan	Scott	M
Thatsanaphonh	Nicole	Dieu My	F
Thong	Vivian		F
Thorne	Amanda	Christine	F
To	Brenda	Bao-Tran	F
Toso	Colin	James	M
Tran	Alexander	Dai Tien Huynh	M
Tran	Anh	Dinh Tuan	M
Tran	Brandon	Huynh	M
Tran	Carolyn	Anne	F
Tran	Cassidy	Phi	F

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<b><u>Last Name</u></b>	<b><u>First Name</u></b>	<b><u>Middle Name</u></b>	<b><u>Sex</u></b>
Tran	Cynthia	Chau Long	F
Tran	Doan	Thuc	F
Tran	Doan Khue	Ngoc	F
Tran	Donna	Anh	F
Tran	Duyen	My Thi	F
Tran	Kassandra	Ha-Vy	F
Tran	Katherine	Uyen Phuong	F
Tran	Quynh	Bao	F
Tran	Spencer	Nhat-Hieu	M
Tran	Tiffany	Kim	F
Tran	Tricia	Thy	F
Tran	Vivian	Ngoc-Vy	F
Truong	Matthew	Quoc	M
Truong	Maximilian	Q	M
Truong	Tiffany		F
Tubbiola	Mikayla	Rae	F
VanderVeen	Lucas	Richard	M
Vemuri	Sirisai		M
Villalobos	Ahuitzotl	Christian	M
Villanueva	Matthew	Joseph	M
Vo	Cecilia	Ly	F
Vo	Thanh	Ta	M
Vo	Tiffany	Vankhanh	F
Vogen	Rebecca	Carolyn	F
Vu	Alexander	Hoang	M
Vu	Angelica		F
Vu	Benjamin	Nguyen	M
Vu	Daniel	Thien Duy	M
Vu	Diamond	Ngoc	F
Vu	Nicholas	An Binh	M
Vuong	Chris	An	M
Walley	Cassidy	Celeste	F
Wegner	Hunter	Shae	M
Wells	Luke	McLachlan	M
Wheeler	Zachary	R	M
White	Hayden	William	M
Wilson	Nathan	Steven	M
Yerunkar	Mahek		F
Yosafi	Salmaan	Ahmad	M

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Abascal	Kiara	Grace	F
Adams	Corbin	Edward	M
Albarran	Marlen		F
Ambrose	Liam		M
Anderson	James	Jeffrey	M
Aoki	Connor	Shigeru	M
Arevalo	Sesley	Alexandra	F
Astwood	Harley		M
Au	Alice	Tram	F
Baker	Mason	Tyler	M
Barnard	Sundai	D	F
Bartling	Jaedon	Lewis	M
Bastien	Megan	Nicole	F
Baumgartner	Sarah	Loelle	F
Beam	Steven		M
Beck	Jamie	Lynn	F
Bonner	Cayden	Rei	M
Brown	Matthew	Ryan	M
Bui	Breanna	Thanh Huong	F
Bui	Lanie	Le	F
Burris	Shelby	Ann	F
Calderon	Jeremy	S	M
Camargo III	Miguel	Angel	M
Campbell	Ashley	Katelyn	F
Cantrell	Taylor	Lorrie-Lynn	F
Capron	Fabienne	Alice	F
Carter	Lorenzo	Andre	M
Castro	Christian	Armando	M
Cervantes	Bryan	Alexis	M
Chase	Kelsie	Antonia	F
Chu	Christopher	Lam	M
Coleman	Johnnie	Isabel	F
Crutsinger	Kelsey	Anna	F
Crutsinger	Megan	McNiell	F
Curti	Joseph	Albert	M
Dao	Jimmy	Q	M
Davis	Jayden	Lynn	F
Degeorge	Marissa	Marie	F
Delgado	Armando		M
Diamond	Taylor	Renee	F
Dillon	Olivia	Colborn	F
Dinh	Taylor Josie	Thao Mi	F
Do	Derick		M
Dongworth	Rane	McKayla	F
Donnelly	Chas	Joseph	M
Douphner	Shay	Kiyoshi	M
Duquette	Joshua	Brandon	M
El- Jurdi	Jad	Majdi	M
Eley	Joshua	Robert	M
Ellingboe	Bradley	Raymond	M
Elton	Jacob	T	M
Espinoza	Olivia	Nicole	F
Ferris	Jacob	Alexander	M

# Talbert Middle School

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## 8th GRADE CLASS OF 2014

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Field	Natalie	Michele	F
Flores Jr	Rodrigo		M
Frousiakis	Elyse	Christine	F
Funke	Nolan	Robert	M
Garcia	Daniel	A	M
Gonzales	Isabella	Carmelle	F
Gorgonio	Erika		F
Gorgonio	Ernesto		M
Gray	Joshua	S	M
Gregg	Trent	Robert	M
Guadalupe	Sarah	J	F
Guarnaccia	Johnathan	Phillip	M
Haden	Seth	Tyler	M
Haines	Samantha	Pearl	F
Hamidi	Jasmine	Liliana	F
Hamill	John-Paul	Augustus	M
Handy	Heather	Ann	F
Hanlon	Julia	Elise	F
Hanson	Sarah	G	F
Harrigan	Maxwell	Egan	M
Harriman	Sarah	Harris	F
Harris	Nathan	Nickolas	M
Hawes	Eden	Ro Ann	F
Henderson	Benjamin	Lee	M
Henson	April	Marie	F
Ho	Sharon		F
Hoang	Celine	Phung	F
Hom	Jonathan	L	M
Honomichl	Megan	Victoria	F
Horner	Sarah	Elizabeth	F
Horton	Jack	Travis	M
Hostetler	Megan	Eleanor	F
Hubbs	Joseph	Donald	M
Huerta	Caitlin		F
Hughes	Jack	Alan	M
Hurtado	Peter		M
Husted	Justin	James	M
James	Jeffrey	Evan	M
Johnson	Danielle	Nicole	F
Kang	Joseph	Thomas	M
Keeland	Kody	Ryan	M
Kelley	Robert	Wu	M
Kinney	Shayla	Michelle	F
Kosick	Griffin	John	M
Kummer	Travis	Lee	M
Kundysek	Syrenia	M	F
Labadie	Jared	Cole	M
Laird	Cassie	M	F
Lambe	Jake	Richard	M
Lambert	Alyssa	Brooke	F
Le	Jasmine	Toung-Vi	F
Le	Vivian	Ha Vy	F
Le	Vivian	Nguyen	F

# Talbert Middle School

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## 8th GRADE CLASS OF 2014

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Lee	Amy	Yih-Shiuan	F
Lerma	Gretchen	Nicole	F
Li	Yi Linda		F
Lozano	Alissa	Monique	F
Ludwick	Robert	Harrison	M
Luna	Abril	Montserrat	F
Lund	Zachary	J	M
Luong	Kenneth	Chau	M
Luong	Vanessa	Kim	F
Luu	Nancy	Kim	F
Ly	Jimmy	Dang	M
Ma	Erica		F
Ma	Ryan	Tien	M
Macias	Qyren	Alfredo	M
Mahan	Cam	Indigo	M
Malott	Jake	Evan	M
Marlow	Samantha	Rose	F
Massri	Maymonah		F
Mather	Joshua	Allen	M
McFadden	Preston	Scott	M
McGlynn	Andrew	Matthew	M
McGlynn	Connor	Robert	M
McIsaac	Maria	Riley	F
McKenzie	Joshua	Allen	M
McLean-Scholz	Austin	Jacob	M
Merdinoglu	Andre	Rupen	M
Meza	Tony	Richard	M
Michael	Blake	Evan	M
Michael	Zachery	Donofrio	M
Minamida	Nami		F
Mitchell	Noah	Robert	M
Morlett	Nicholas	James	M
Morrell	Jack	T	M
Morton	Seth	Mason	M
Murguia	Christopher	Anthony	M
Nefrony	Kenneth	Seaton	M
Nguyen	Carlan	Dzuy	M
Nguyen	Jason		M
Nguyen	Linh		F
Nguyen	Michelle	Au	F
Nguyen	Sabreena		F
Nguyen	Steven		M
Nickerson	Caitlyn	Jaime	F
Norris	Joshua	A	M
Oatis	Jonathan	P	M
O'Brien	Tanner	Reid	M
Olaerts	Jacob	Sky	M
Olmos	Holly	Marie	F
Palafoutas	Jonathan	Louis	M
Parker	Reagan	Jean	F
Perdomo	Desiderio	Lazaro	M
Perez	Bronson	Michael	M
Perez	Tyler	Robert	M



# Talbert Middle School

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## 8th GRADE CLASS OF 2014

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<u>Last Name</u>	<u>First Name</u>	<u>Middle Name</u>	<u>Sex</u>
Pham	Joey	Tin	M
Phan	Mark	Junior	M
Piepmeyer	Michael	Scott	M
Porciuncula	Nicholas	Diego	M
Pratt	Tyrone	L	M
Pulcini	Paul	Michael	M
Purry	Christopher	Daniel	M
Rahgoshay	Auzeen		F
Randall	Savannah	Mae	F
Raymont	William	Emilio	M
Renfro	Rebecca	Elizabeth	F
Ricker	Collin	Sumner	M
Robert	Emily	Kate	F
Rocha	Katelyn	S	F
Roche	Danielle	R	F
Rodriguez	Niko	P	M
Rodriquez	Maxwell	Larenz	M
Sandford	Alyssa	Nicole	F
Sandford	Connor	Anthony	M
Saporito	Rosa	Maria	F
Scanaliato	Ashley	Taylor	F
Schultz	Adam	James	M
Schutt	Megan	Faye	F
Scotia	Alexander	John	M
Sharpe-Fernandes	Makenzie	Leilani	F
Small	Austin	James	M
Smolkin	Nicklaus	Byrne	M
Stafford	Aaron	Gabriel	M
Staudenbaur	Sara	Janette	F
Tang	Britney		F
Telepnev	Joshua	Ryan	M
Thanh	Kaylinh	Nicole	F
Thomas	Marcell	Lee	M
Thompson	Kaylie	Elyse	F
Tomin	Jacob	Michael	M
Tran	Amy	Tuyetnhi	F
Tran	Cathlynn		F
Trinh	Darren	Quang	M
Ueno	Katrina		F
Vahidy	Warisha		F
Van Eyk	Jan		M
VanHeel	Matthew	Terry	M
Venezia	Nina	F	F
Waale	Griffin	James	M
Wang	Kyler		M
Wartan	Galia	Galy	F
Werlinger	Dylan	Michael	M
Wesley	Brianna	Rose	F
Winding	Dakota	Lyn	F
Wong	Nicholas	Man San	M
Zaidi	Ali	Syed	M
Zaldana	Daylen	Endy	M
Zermeno	Mariah	Kassandra	F
Ziebarth	Pallas	Kamm	F



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***GRANT AGREEMENT FCI-SD2-07 BY AND BETWEEN CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY AND FOUNTAIN VALLEY SCHOOL DISTRICT***  
**DATE:** July 8, 2014

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**BACKGROUND INFORMATION:**

The Orange County Children and Families Commission has approved a new three-year funding agreement for Early Learning Specialist and School Readiness Nurse services in the Fountain Valley School District. A grant in the amount of \$93,775 will be awarded annually throughout the term of the agreement from July 1, 2014 through June 30, 2017.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Grant Agreement FCI-SD2-07 between the Children and Families Commission of Orange County and Fountain Valley School District for the period July 1, 2014 through June 30, 2017.

**AGREEMENT FCI-SD2-07**

**BY AND BETWEEN**

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**AND**

**FOUNTAIN VALLEY SCHOOL DISTRICT**

**FOR THE PROVISION OF SERVICES**

This **AGREEMENT** (“Agreement”) entered into as of the 5<sup>th</sup> day of February, 2014 (“Date of Agreement”) which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **FOUNTAIN VALLEY SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California (“CONTRACTOR”). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee (“ADMINISTRATOR”).

**RECITALS**

**A.** In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

**B.** COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised (“Strategic Plan”).

**C.** CONTRACTOR is a school district organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five (5).

**D.** On February 5, 2014, COMMISSION awarded \$281,325 to CONTRACTOR (\$131,325 for three years of Early Learning Specialist Services and \$150,000 for three years of School Readiness Nurse Services) for the period July 1, 2014 through June 30, 2017.

**E.** On May 7, 2014, COMMISSION awarded \$7,071 to CONTRACTOR to provide services implementing the Early Development Index (EDI) project for the period July 1, 2014 through June 30, 2017.

**F.** COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Project Budget, Exhibit B (together, "Services").

**G.** As and if applicable, COMMISSION and CONTRACTOR desire to enter into matching fund program opportunities with the California Children and Families Commission (First 5 California) and other matching fund opportunities as may become available.

**H.** CONTRACTOR desires to provide the Services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on July 1, 2014 and terminate on June 30, 2017, unless earlier terminated pursuant to the provisions of Paragraph 22 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

**2. ALTERATION OF TERMS.** This Agreement, together with the Project Summary, Exhibit A; Work Plan, Exhibit A-1, and Project Budget, Exhibit B that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 and in Subparagraph 8.5.

**2.1** CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and/or increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

**2.2 Administrator Modification Authority.** Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B, to the Payment interval, to the percentage of Initial Payment(s), and/or to the percentage of Retention Amount(s), and/or to the timing of the Retention Amount(s) withheld as described in this Agreement.

**3. STATUS OF CONTRACTOR.** CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are compensated through the funds received by CONTRACTOR through this Agreement, or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

**3.1 COMMISSION as Independent Entity.** Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

**CIVIL CODE SECTION 1542. GENERAL RELEASE; EXTENT. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

**4. CONTRACTOR DELEGATION AND ASSIGNMENT.** CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

**5. SUBCONTRACTS.** Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of

CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed.

**5.1 Minimum Subcontract Terms.** Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement (“Subcontract”); provided however, each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims or other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

## **6. INDEMNIFICATION**

**6.1 CONTRACTOR Indemnification of COMMISSION.** CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their Commissioners, officers, agents, and employees from and against all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, “Claims”), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement.

**6.1.1** With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of

competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of COMMISSION or its Commissioners, officers, agents or employees. CONTRACTOR agrees the above provisions do not limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. If judgment is entered against CONTRACTOR and COMMISSION by a court of competent jurisdiction because of the concurrent active negligence of COMMISSION, the County of Orange, or their officers, agents, and employees, CONTRACTOR and COMMISSION agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

**6.1.2** Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of the indemnification provided under this Agreement.

**6.1.3** No elected official, no public official, no officer, no committee member, no Commissioner, employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount which may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

**6.2 COMMISSION Indemnification of CONTRACTOR.** COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

**6.2.1** COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

**6.2.2** No elected official, no public official, and no employee of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the elected official, public official, or employee of CONTRACTOR.

**6.3 Notice of Claim; Tender of Indemnification.** Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

**6.4 Defense of Claim.** COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

**6.5 Cooperation with Claims.** Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

**7. INSURANCE.** Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and/or 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee; and/or (b) insurance via a pooled or joint powers insurance authority; and/or (c) insurance policies secured from insurance company(ies) that is/are admitted in California and rated A-VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his/her Risk Management designee. Evidence of required insurance coverage(s) obtained under (a), (b), and/or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

**7.1 Certificate of Self-Insurance Coverage.** In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.1.1 Certificate of Self-Insurance.** A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of Fountain Valley School District, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 and/or 7.3 below.

**7.1.2 Types of Self-Insurance Coverage.** CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee in his/her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000)



annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk Claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability coverage** for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR , or any Subcontractor, with Commission clients, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

**7.2 Pooled and/or Joint Powers Insurance Coverage.** CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the minimum amounts and types of required insurance coverage under this Agreement.

**7.2.1 Certificate re Pooled/Joint Powers Insurance.** A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled and/or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of Fountain Valley School District, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled and/or joint powers insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and other insurance maintained by COMMISSION or the

County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled and/or joint powers insurance. Pooled and/or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

**7.3 Insurance Policies through Independent Insurance Companies.** CONTRACTOR may obtain and maintain insurance policy(ies) for the required coverage under this Agreement.

**7.3.1 Evidence of Coverage.** Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 21. Each policy shall meet the following requirements.

(a) **Required Coverage Forms**

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the COMMISSION, the County of Orange, and their elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Paragraph 7, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, the policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**7.3.2 Types of Insurance Policies/Coverages.** If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with Commission clients, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

**7.4 Change in Coverage.** COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his/her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

**7.5 Duration of Insurance.** CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

**7.6 Maintain Records re Insurance Coverage.** CONTRACTOR will maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

**7.7 Withhold Payment for Lack of Required Coverage.** COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

**7.8 Remedies for Failure to Provide or Maintain Required Coverage, Insurance, or Endorsements.** In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or any Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or its Subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor) performance of work under this Agreement.

## **8. RESPONSIBILITIES OF CONTRACTOR**

**8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement.** COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

**8.1.1 Evidence of CONTRACTOR Approval of Agreement.** CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

**8.1.2 Insurance.** All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

**8.1.3 Other Conditions.** CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

**8.2 No Supplanting Government Funds.** CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not invoice for payment from COMMISSION

for, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

**8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement.** CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 18 in its entirety with respect to COMMISSION's evaluation and contracts management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management obligations. In the event that CONTRACTOR's existing equipment does not meet the necessary standards, CONTRACTOR is required to obtain all requisite hardware and software to ensure its compliance with Paragraph 18 of this Agreement.

**8.4 Staffing Obligations for Services.** COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

**8.4.1 Staffing Conferences.** At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

**8.4.2 Personnel Disclosure.** If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

(i) All full time staff positions and all part-time staff positions by name and title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

**8.4.3 CONTRACTOR To Maintain Complete Records re Personnel.**

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (or pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee (or volunteer) a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

**8.5 Implementing Exhibits.** As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or business plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

**9. GENERAL TERMS AND CONDITIONS**

**9.1 Compliance with Laws.** CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

**9.2 Familiarity with Work.** By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall

immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

**9.3 Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when the inaccuracies are due to the negligence, action, or inaction of CONTRACTOR.

**9.4 Severability.** If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

**9.5 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.7 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.8 Covenant Against Discrimination.** In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.



**9.9 Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**9.10 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**9.11 Waiver of Jury Trial.** Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

**9.12 Use of Commission Name and Logo.** Funded and partnering organizations are required to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s), unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

**9.13 Time of Essence.** Time is of the essence in the performance of this Agreement.

**9.14 No Broker or Finders Fee.** CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**9.15 No Use of Funds for Lobbying.** CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, loan, or cooperative agreement.

**9.16 Constitutional Use of Funds.** As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the Establishment Clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

**9.17 Child Abuse Reporting.** CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code

Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, consultant, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging these reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

**9.18 CONTRACTOR Cooperation with Other COMMISSION Service Providers.**

A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children (and their families) with other services funded through COMMISSION.

**9.19 Political Activity.** CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

**9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights.** If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. In particular and to the extent applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

**9.21 Suspension and Debarment.** CONTRACTOR certifies that CONTRACTOR's officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

**10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.** CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

**10.1 No Conflict.** To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR entity in the negotiation, consideration and action on this Agreement

and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.* or Government Code Section 1090, *et seq.*

**10.1.1** CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

**10.1.2** Further, any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

**10.2 No Bankruptcy.** CONTRACTOR is not the subject of any current or threatened bankruptcy.

**10.3 No Pending Legal Proceedings.** CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

**10.4 Application Veracity.** All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

**10.5 No Pending Investigation.** CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

**10.6 Licenses, Permits, and Standards.** CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

**10.6.1 Failure to Obtain or Maintain Licenses.** CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

**11. CONFIDENTIALITY.** CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be

amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

### **11.1 CONTRACTOR Obligation**

**11.1.1** All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers.

**11.1.2** CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

**11.1.3** CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

**11.1.4** CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

**11.2 COMMISSION Obligation.** COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated in implementation of these laws, relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges confidentiality may be limited by public records and freedom of information laws.

**11.3 Authorized Data Sharing.** The provisions of Subparagraphs 11.1.1, 11.1.2, 11.1.3 and 11.1.4 are not applicable to authorized data sharing pursuant to COMMISSION funded projects and/or as permitted by law.

**12. INTERPRETATION OF CONTRACT REQUIREMENTS.** If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

### **13. REPORTING REQUIREMENTS**

**13.1 Reports.** Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

#### **13.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**13.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**13.2.2 Failure to Comply Breach.** The failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 13.2.1 (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

**13.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

**13.2.4 Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 13.2, above. Additionally, for agreements with non-profit organizations which have no owners, the Agreement will be exempt from the owner's personal information requirements.

**14. AUDITS.** CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

**14.1 Fiscal Audit of Contract.** CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

**14.1.1 Multi-Year Funding.** For multi-year funding agreements there shall be a Fiscal Audit completed for each year, and each annual Fiscal Audit shall become due sixty (60) days after the anniversary date of the Date of this Agreement, with the final Fiscal Audit due sixty (60) days from the end of the term of the Agreement or earlier date of termination of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree via email to extend the date by which each Fiscal Audit is due.

**14.1.2 Retention Amount.** Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

**14.1.3 Scope of CPA Opinion for Fiscal Audit.** CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and that the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 15.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions, if any, for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

**14.2 Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit.** The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 14.

**14.3 Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement.** COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

**14.4 Availability of Records for Auditing Purposes.** In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 14.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all

necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

**14.5 Monitoring.** COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

**14.6 Compliance with OMB Circular A-133.** As applicable, CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit must be performed in accordance with generally accepted government auditing standards and OMB Circular A-122; or, if CONTRACTOR is a for-profit organization, CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR, a compliance audit in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COMMISSION, state, or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

**15. MAXIMUM PAYMENT OBLIGATION.** The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be Two Hundred Eighty Eight Thousand, Three Hundred Ninety Six Dollars (\$288,396) or the actual reasonable cost incurred and paid for performance of the Services, whichever is *less*.

**15.1 Multi-Year Contracts.** For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

**15.1.1** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the Early Learning Specialist and School Readiness Nurse Services to be provided for the period July 1, 2014 through June 30, 2015 shall be \$93,775.

**15.1.2** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the Early Learning Specialist and School Readiness Nurse Services to be provided for the period July 1, 2015 through June 30, 2016 shall be \$93,775.

**15.1.3** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the Early Learning Specialist and School Readiness Nurse Services to be provided for the period July 1, 2016 through June 30, 2017 shall be \$93,775.

**15.1.4** The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2014 through June 30, 2017 shall be \$7,071.

**15.2 Initial Payment.** ADMINISTRATOR may, in his/her sole discretion, make an initial payment to CONTRACTOR in an amount not to exceed 8.33% of COMMISSION's Maximum Payment Obligation described in Paragraph 15 above, upon receipt of a written request(s) by CONTRACTOR, which request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment(s) not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having

repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his/her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

**15.3 Provisional Payment.** At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever is earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR; or, repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 16 below.

**15.4 Billing/Payment Interval.** COMMISSION shall pay CONTRACTOR installment payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, as specified in Exhibit A, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and provided however, ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly installment payments and exclusive of the initial payment and/or the provisional payment (if any), an amount equal to ten percent (10%) of each monthly or quarterly invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 15.8 below) pending the timely and successful completion of each Fiscal Audit as more fully described above in Paragraph 14. The total of all installment payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

**15.5 Indirect Cost Rate.** Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to an annual increase or decrease of the indirect cost rate listed in Exhibit B (Budget) to this Agreement based on a review of the State of California Department of Education independently assigned indirect cost rate(s), provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

**15.6 Facilities/Lease Costs.** In the event that CONTRACTOR has an ownership interest in real property where Services are to be provided under this Agreement, CONTRACTOR shall only be entitled to the proportionate share of depreciation of the improvements at the rate of no more than four percent (4%) each year plus the proportionate share of real property taxes and maintenance.

**15.7 Invoices.** CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.



**15.7.1** Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following: (1) CONTRACTOR has and maintains accurate records evidencing the requested monthly or quarterly payment, including without limitation the following: (a) original invoice(s), (b) original and/or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received) or bank statements, receipts, and receiving records, and (c) originals and/or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided however, for the first monthly or quarterly payment ADMINISTRATOR in his/her sole discretion may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and (2) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

**15.7.2** CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

**15.7.3** COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly installment payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with reporting obligations of Paragraph 18, approximately thirty (30) days after receipt of the invoice.

**15.8 Retention Amount.** CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14. At ADMINISTRATOR's sole discretion; in place of an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services withheld pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14; CONTRACTOR's entire final monthly or quarterly invoice in each fiscal year may be withheld as the Retention Amount.

**15.9 Final Invoice/Settlement.** With the exception of the Retention Amount payment which may occur after the following date, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination under this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

**15.10 Source of COMMISSION Funding.** CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall

be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

**15.11 Leveraging Funds.** For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California and/or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and/or TCM claimable activities and that state and/or federal funds received as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency (County) and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds.

#### **15.12 PROGRAM FEES**

**15.12.1** The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children 0-5 and their families (program participants) for any service(s) provided under this Agreement.

**15.12.2** CONTRACTOR shall not charge fees to COMMISSION's program participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

**15.12.3** CONTRACTOR shall advise each COMMISSION program participant that fees may be charged and shall notify the program participant of any such fees prior to rendering services.

**15.12.4** CONTRACTOR shall advise each COMMISSION program participant that all fees will be waived if the participant indicates an inability to pay and CONTRACTOR shall waive all fees if the program participant is unable to pay.

**15.12.5** CONTRACTOR shall not deny services to any COMMISSION program participant for any reason, including program participant's inability to pay for services.

**15.12.6** A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

**15.12.7** All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 14.1 of this Agreement.

**16. OVERPAYMENTS.** Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment in writing. CONTRACTOR agrees to pay all fees and

costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

**16.1 Offset Permitted.** In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

**16.2 Offset Permitted under Subsequent Renewal or Other Pending Contract.** COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to a prior funding contract to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

## **17. RECORDS**

**17.1 Maintain Complete Books and Records.** CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants (as approved by ADMINISTRATOR) shall have full and free access to all books and records of CONTRACTOR (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

**17.1.1** CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

**17.2 Separation of Accounts.** All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation and expenditure of all COMMISSION funds.

**17.3 Form of Records.** CONTRACTOR may retain records in any reasonable and customary format and/or form as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and preapproved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;
- (c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or
- (d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

**17.4 Release of Records.** The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance under this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with applicable laws and regulations.

**17.5 Ownership of Records.** Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right to further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

**17.6 Inspection and Access to Records.** ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make

available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

**18. CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANAGEMENT SYSTEM.** CONTRACTOR acknowledges and agrees the Services funded by COMMISSION through this Agreement are part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five. CONTRACTOR acknowledges that COMMISSION has retained the services of a qualified information technology contractor to create, operate, and maintain an evaluation and contracts management system relating to the programs and services provided by each and all of COMMISSION's funding recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all COMMISSION activities, programs and services provided by and through COMMISSION to the target population of prenatal through age five children in Orange County.

**18.1 Evaluation and Contracts Management System.** COMMISSION projects and all services funded by COMMISSION, including the Services under this Agreement, will collectively track service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. The process by which data is gathered and shared shall be through COMMISSION's internet-based evaluation and contracts management system. COMMISSION's designated contractor/consultant for the evaluation and contracts management system acts as an Application Service Provider ("ASP") on behalf of COMMISSION and its contractors/funding recipients, including CONTRACTOR, with respect to all Services-related data (and all other COMMISSION funded projects.) Through this separate contract, COMMISSION's designated contractor/consultant for its evaluation and contract management system has created and operates, and will continue to operate and maintain, the evaluation and contracts management system relating to all COMMISSION projects.

**18.1.1** CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there may be individual client shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contracts management system using confidentiality and consent protocols approved by COMMISSION. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system (or other information technology contractors); it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contracts management system (or other data system, as elected by COMMISSION and its ADMINISTRATOR in their sole discretion) for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contracts management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

**18.1.2** CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there shall be project level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contracts management system' Administrative Management Module ("AMM"), and in some instances also through the evaluation and contracts management system Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system (or other information technology contractor(s)); and provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, , and if applicable to the Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

**18.2 Confidentiality.** Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable Federal and State laws; provided however, any applicable exception set forth in applicable Federal or State laws which permits disclosure by CONTRACTOR to COMMISSION (through ADMINISTRATOR) of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system. COMMISSION advises CONTRACTOR that by the separate agreement between COMMISSION's designated contractor/consultant for its evaluation and contract management system and COMMISSION, COMMISSION's designated contractor/consultant for its evaluation and contract management system is required to, and shall, maintain the confidentiality of all evaluation and contracts management system data in accordance with all applicable California and Federal codes and regulations relating to confidentiality, privacy, and/or security standards of patient records and other health care information, as they now exist or may be enacted or be amended after the Date of Agreement.

**19. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all these inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish this ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect

in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

**20. COPYRIGHT ACCESS.** COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing, all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

## **21. NOTICES**

**21.1 Method and Form of Notice.** Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

**COMMISSION:**       **Children and Families Commission of Orange County**  
Contracts Manager  
1505 E. 17<sup>th</sup> Street, Suite 230  
Santa Ana, CA 92705

**CONTRACTOR:**       See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

**21.2 Advisory Notices Required.** Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

## **22. RIGHTS OF TERMINATION**

**22.1 Termination Without Cause by Either Party Prior to Expiration of Term.** This Subparagraph 22.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 22.2 and the default provisions of this Agreement.

**22.1.1** COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services, if any, rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the

notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

**22.2 Termination for Cause Due to Default of CONTRACTOR.** COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 23) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

## **23. DEFAULT**

**23.1 Default by CONTRACTOR.** Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth above in Subparagraph 22.2 above) and may elect any of the following:

**23.1.1** Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

**23.1.2** Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

**23.1.3** Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

**23.1.4** Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

## **24. REVERSION OF ASSETS**

**24.1 Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

**24.2 Real or Personal Property Assets.** Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the



property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

**24.2.1** In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

**24.2.2** In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

**25. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS**, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

**COMMISSION**

**CHILDREN AND FAMILIES  
COMMISSION OF ORANGE COUNTY,**  
a public body and legal public entity

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

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

SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Susan Novak  
Clerk of the Commission

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

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
James M. Donich, Commission Counsel

**[Signature block for CONTRACTOR on next page.]**

[Signature block continued from previous page.]

**CONTRACTOR**

**FOUNTAIN VALLEY SCHOOL DISTRICT**, a  
California public school district, organized and  
existing under the laws of the State of California

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

By: \_\_\_\_\_  
Dr. Marc Ecker, Superintendent

**EXHIBIT A**

**PROJECT SUMMARY**

**Fountain Valley School District  
Agreement # FCI-SD2-07  
School District Services  
Term: July 1, 2014 – June 30, 2017**

**1. FUNDING RECIPIENT**

Fountain Valley School District  
a California Public School District  
10055 Slater  
Fountain Valley, CA 92708

Contact: Anne Silavs, Assistant Superintendent, Curriculum and Instruction, 714-843-3285, [silavs@fvsd.us](mailto:silavs@fvsd.us)

Work Plan and Data Entry Contact: Mona Green, Early Learning Specialist, 714-962-4072, [greenm@fvsd.us](mailto:greenm@fvsd.us),

Karen Gissler, School Readiness Nurse, 714-843-3279, [gisslerk@fvsd.us](mailto:gisslerk@fvsd.us)

Invoices/Documentation Contact: Thuy Bui, Accounting Technician, 714-843-3241, [buith@fvsd.k12.ca.us](mailto:buith@fvsd.k12.ca.us)

Designated Level of Data Reporting: **AMM and CLDM**

Signatories: Dr. Marc Ecker, Superintendent, 714-843-3255, [eckerm@fvsd.k12.ca.us](mailto:eckerm@fvsd.k12.ca.us)

**2. BACKGROUND**

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school; and, since 2004 the Commission has invested in the School Nurse Initiative to provide direct nursing care to ensure healthy and safe school environments, and promote community involvement in children’s health services for all Orange County’s children through age five (5).

**3. PURPOSE AND SCOPE OF WORK**

CONTRACTOR shall provide component Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. In each component, CONTRACTOR shall:

**3.1 EARLY LEARNING SPECIALIST**

**3.1.1** Provide services through a .50 Full Time Equivalent (FTE) Early Learning Specialist (ELS) as described in Attachment 1 to Exhibit B (the Staffing Table) to this Agreement.

The Parties agree that for purposes of this Agreement, each FTE position equals a minimum of sixteen hundred and eighty (1,680) hours per year.

**3.1.2** Identify the needs of families in their communities, work with other Early Learning Specialists throughout the county to identify priority needs of families, and develop strategies to help children enter school ready to learn.

**3.1.3** Build relationships to ensure communication with outside agencies providing early care and education, early intervention, health, and family support services to children 0 – 5; with parents of children 0 – 5 not yet participating in the local school district’s activities; and with district early primary teaching staff.

**3.1.4** Act as an advocate within the school district to promote the importance and benefits of early learning for children’s school success, including ensuring District administrators understand the COMMISSION’S Early Learning goals and progress.

**3.1.5** Develop and implement a Sustainability Plan for Early Learning within the school district. As part of plan implementation, seek to draw or channel additional funds for early learning programs from all available revenue sources including but not limited local, state and federal funding (e.g., Local Control Funding Formula, grants, foundations, fee for service, and other state or federal funds distributed to school districts).

**3.1.6** As part of the Sustainability Plan, develop a written transition strategy for maintaining services in preparation for Fiscal Year 2017-18. For school districts receiving one-time extra allocation, include a strategy for maintaining services after the conclusion of COMMISSION’S additional funding.

**3.1.7** Implement evidence-based early math/ Science, Technology, Engineering and Math (STEM), and literacy-related programs or activities in the District’s early learning programming.

**3.1.8** Participate in professional development opportunities including the areas of early math and STEM.

**3.1.9** Implement early intervention services to address speech and language delays prior to school entry, for example, training parents on Building Blocks of Communication and informing them of related resources including online support.

**3.1.10** As resources are available within the local community, provide support for drop-in, family-focused early learning programs (e.g., Learning Link).

**3.1.11** Provide school readiness information and materials to parents and early education providers through workshops, trainings, and paper or electronic distributions.

**3.1.12** Ensure that children with special needs are able to participate in district and community school readiness and early learning programs.

**3.1.13** Create and implement a plan to capture preschool student data into District’s student data collection system; and maintain a protocol for transferring relevant student health and development information between the early care setting and the public school kindergarten teachers.

**3.1.14** Participate in topical forums as needed for the purpose of receiving technical assistance, the exchange of information related to best practices, and development of referral resources for future project planning and improvements.

**3.1.15** Strengthen planning linkages, communication, learning and referrals among COMMISSION funded programs, community agencies, and county-wide networks.

**3.1.16** Coordinate outreach efforts to educate the community regarding best practices for early care, early childhood development issues, available programs and services, district readiness expectations, and Kindergarten Content Standards.

**3.1.17** Promote collaboration among and between the kindergarten through grade 12 educational systems and the early care and education community for the purpose of increasing awareness of district expectations, developing a common mechanism for measurement, and supporting the development of optimum transitions from one provider system to the other.

**3.1.18** Participate in the Early Development Index (EDI) at one of the following levels:

**3.1.18.1** Planning for implementation of future EDI cycles.

**3.1.18.2** Implementing EDI throughout the District.

**3.1.18.3** Incorporating previously collected EDI data and maps into both local and district planning efforts, including plans for continued implementation of EDI.

## **3.2 DISTRICT SCHOOL READINESS NURSE**

**3.2.1** Recruit and/or maintain a .50 Full Time Equivalent (FTE) District School Readiness Nurse position as identified in Attachment 1 to Exhibit B to this Agreement. The purpose of the District School Readiness Nurse is to expand access to health care for children through age 5 served within district boundaries including special populations, local early care and education providers and children transitioning to religious and private schools. The District School Readiness Nurse shall be knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders; and promoting lifelong health and health practices in children through age 5 and their families within the district boundaries.

**3.2.2** Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable of current federal and state laws and regulations regarding the children through age 5 population and health constraints including HIPAA, FERPA, Education Codes, Title 22 regulations, and the Nursing Practice Act.

**3.2.3** Use additional funds allocated to each CONTRACTOR for the administrative costs that may be associated with implementing the project, as identified on Exhibit B of this Agreement.

**3.2.4** District School Readiness Nurse shall:

**3.2.4.1** Regularly assess the needs of families in their communities, meet and work with their district's School Readiness Coordinator and the District Coordinating Nurse on a regular basis; consult with other School Readiness Nurses in local elementary school districts; consult with American Academy of Pediatrics and Public Health Nurses, and offer services to religious and private preschools to identify priority needs of families; and develop strategies to help children enter school healthy and ready to learn.

**3.2.4.2** Build relationships to ensure communication with: outside agencies providing health care and early care and education to young children; with parents of young children

who have yet to participate in their local school districts, as well as with district early primary teaching staff and relevant project staff.

**3.2.4.3** Work within CONTRACTOR's protocols for the implementation of the project.

**3.2.4.4** Regularly communicate and document the School Readiness Nurse Expansion project's goals and progress, and participate in training opportunities provided through this Agreement.

**3.2.4.5** Participate in monthly business meetings for the School Readiness Nurse Expansion Project scheduled by CONTRACTOR for the purpose of program planning, technical assistance, sharing of best practices, development of referral resources and identification of resource needs and gaps for future project planning and improvements and implementation of strategies identified in this Agreement.

**3.2.4.6** Fulfill activities and submit deliverables by the timeline established by COMMISSION, CONTRACTOR, ADMINISTRATOR and CONTRACTOR'S Superintendent.

**3.2.4.7** Prior to the 10<sup>th</sup> of each month, enter the previous month's project milestone progress into COMMISSION's data reporting and collection system, report in AMM and CDOM levels, and utilize the system to report monthly.

**3.2.4.8** Complete additional tasks as identified on Exhibit A-1 to this Agreement.

**3.2.5** The Parties agree that a minimum of ninety percent (90%) of CONTRACTOR's Maximum Allocation for School Nurse services as described in Attachment 8A to Agenda Item 1 approved at the May 4, 2011 COMMISSION hearing shall be used exclusively for salary and benefits.

#### **4. ATTACHMENTS TO EXHIBIT B**

**4.1** Staffing

**4.2** Direct Project Expenses

#### **5. WAIVERS/AMENDMENTS TO AGREEMENT**

None.

#### **6. INVOICING/PAYMENT ELECTIONS**

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

**6.1** Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

**6.2** Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

**6.3** Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services (“Retention Amount”) as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.



EXHIBIT A-1  
Early Learning Specialist  
Work Plan Template FCI-SD2-07

Date of Draft: 3/22/2014  
Commission Lead: Cinda Muckenthaler  
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014  
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/2014

Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Fountain Valley School District	Early Learning	Mona Green	714-962-4099 greenm@fvsd.us	FCI-SD2-07

**Project Abstract (a short description of the project):**

Provide early care and education opportunities to meet critically important childhood development needs and maximize potential and success in school.

**General Instructions**

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- New Clients: All clients are new starting July 1, 2014.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2014; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

**Goal 2. STRONG FAMILIES**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.4 Families have resources to support the management and treatment their child's behavioral health needs	Behavioral Health Services	SF.4.1 Reduce gap between children referred for behavioral health conditions and those getting services.	SF.4.1.2 Providers are educated to increase awareness and identification of behavioral health issues for children 0-5	Provider	14 unduplicated providers	7/1/14	6/30/15	<p><b>Providers:</b> Clients are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year.</p> <p><b>Services:</b> Total # of provider trainings on child behavioral health issues</p> <p><b>Notes:</b> Describe services provided 14 Preschool Teachers</p>

**EXHIBIT A-1**  
**Early Learning Specialist**  
**Work Plan Template FCI-SD2-07**

Date of Draft: 3/22/2014  
 Commission Lead: Cinda Muckenthaler  
 Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014  
 Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/2014

**Goal 3. EARLY LEARNING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.a Parents participate in a program designed to increase the frequency of reading at home	Parent	150 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of reading sessions each attended) <b>Notes:</b> Describe services provided Weekly based book bags
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.1 Increase to 95% the proportion parents who read to their child regularly (3+ times week) (P)	EL.1.1.2.b Children participate in a program designed to increase the frequency of reading at home	Children 0-5	150 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of reading sessions each attended) <b>Notes:</b> Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.1 Books distributed to children	Books	500 books	7/1/14	6/30/15	<b>Services:</b> # of books distributed in month reporting <b>Notes:</b> Brief description of distribution
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Children being read to by parents/ caregivers	EL.1.2 Increase to 100% the proportion of families with 10+ of books in the home (C)	EL.1.2.2 Collect new and used books for distribution	Books	500 books	7/1/14	6/30/15	<b>Services:</b> # of books collected in month reporting <b>Notes:</b> Describe where drive held and how many books collected. Brief description of planning and/or implementation events throughout the

**EXHIBIT A-1**  
**Early Learning Specialist**  
**Work Plan Template FCI-SD2-07**

Date of Draft: 3/22/2014  
Commission Lead: Cinda Muckenthaler  
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014  
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/2014

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								year
EL.1 Children have the developmental skills* to be proficient learners in school*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Math proficiency	EL.1.4 80% of typically developing children are effective learners in numeracy.	EL.1.4.1 Children participating in early math programs	Children 0-5	150 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of math sessions each attended) <b>Notes:</b> Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Special needs children in early care and education programs*	EL.1.6 Increase the number of children with special needs* who are participating in inclusive early care and education programs.	EL.1.6.3a Parents receive speech and language services	Parents	20 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of speech and language sessions each attended) <b>Notes:</b> Describe services provided
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.1 Providers will conduct classroom assessments using an established tool such as ECERS or ELLCO, CLASS and develop improvement plans, when	Provider	7 unduplicated providers	7/1/14	6/30/15	<b>Providers:</b> # of providers who received this service this month (always new, never repeat) <b>Notes:</b> Describe tools used and where. 7 classrooms will receive ECERS assessment

EXHIBIT A-1  
Early Learning Specialist  
Work Plan Template FCI-SD2-07

Date of Draft: 3/22/2014  
Commission Lead: Cinda Muckenthaler  
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014  
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/2014

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
			needed, to improve the quality of existing district and/or community ECE programs					
EL.1 Children have the developmental skills* to be proficient learners in school*early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Program Quality	EL.1.7 Increase the number and percentage of early care and education programs that meet nationally recognized quality standards (P)	EL.1.7.2 Providers are given resources and early intervention strategies for appropriate early care and education practices	Provider	100 unduplicated providers	7/1/14	6/30/15	<b>Providers:</b> # of providers new in first month of service, repeat in subsequent months of service. <b>Services:</b> # of providers multiplied by the number of trainings or resources provided <b>Notes:</b> Describe trainings provided and if possible the number of attendees. This service can also be used for trainings attended by this provider <b>Newsletter electronically sent out to preschool providers in community</b>
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	EL.1.8.5a Parents participate in a drop-in, family-focused early learning program (i.e., Learning Link)	Parents	15 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of parent contacts (total # of parents multiplied by the number of family-focused early learning sessions each attended) <b>Notes:</b> Describe services provided. In first entry, please describe staffing, hours of operation, number of days

**EXHIBIT A-1**  
**Early Learning Specialist**  
**Work Plan Template FCI-SD2-07**

Date of Draft: 3/22/2014  
Commission Lead: Cinda Muckenthaler  
Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 3/25/2014  
Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 4/11/2014

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
								open. If information changes, please reflect changes in notes.
EL.1 Children have the developmental skills* to be proficient learners in school  *early literacy/ numeracy, self-regulation, social expression, and self-care and motor skills	Early Care and Education Availability	EL.1.8 Increase the number of children receiving quality early care and education services so they are better prepared to succeed in school (P)	EL.1.8.5b Children participate in a drop-in, family-focused early learning program (i.e., Learning Link)	Children 0-5	15 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total number of child contacts (total # of children multiplied by the number of family-focused early learning sessions each attended) <b>Notes:</b> Describe services provided. In first entry, please describe staffing, hours of operation, number of days open. If information changes, please reflect changes in notes.
EL.2 Schools are ready for children when they enter kindergarten	Transition planning	EL.2.1 All schools in Orange County are prepared for incoming Kindergarteners	EL.2.1.3 Children visit Kindergarten classrooms prior to start of school year	Children 0-5	500 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children visiting classrooms (always new) <b>Notes:</b> Brief description of planning and/or implementation events throughout the year <b>Kindergarten round ups and preschool visits</b>
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.3 100% of children's records are transferred from early care programs to elementary schools (C)	EL.2.3.1 Children's health and development records are transferred to their elementary school prior to entering kindergarten	Children 0-5	150 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children whose records were transferred (always new) <b>Notes:</b> Brief description of planning and/or implementation events throughout the year

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
EL.2 Schools are ready for children when they enter kindergarten	Transition of records to elementary schools	EL.2.4 100% of children are entered into the district data system (C)	EL.2.4.1 Children's records are entered into the computerized district system prior to entering kindergarten	Activities	1 unduplicated activity	7/1/14	6/30/15	<b>Services:</b> # of activities conducted to transfer student records <b>Notes:</b> Brief description Brief description of planning and/or implementation events throughout the year
EL.2 Schools are ready for children when they enter kindergarten	Schools participating in the EDI	EL.2.5 Increase the number of districts that participate in administration of the Early Development Instrument (EDI) to assess children's development at Kindergarten entry	EL.2.6.1 Participate in EDI at one of the following levels: planning for future implementation; implementing EDI; or incorporating EDI data in planning efforts.	Schools	1 schools	7/1/14	6/30/15	<b>Services:</b> # of schools that participated in EDI pertaining to EDI participation <b>Notes:</b> Brief description of activities. Brief description of planning and/or implementation events throughout the year
EL.3 Parents have the supports that contribute to children's readiness for school success	Parent knowledge of school readiness	EL.3.1 Increase parents' knowledge and involvement in preparing children for school.	EL.3.1.1 Parents receive tools, resources, information and/or training needed to transition their child to school	Parent	150 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> # of parents new in first month of service, repeat in subsequent months of service. <b>Services:</b> Total # of services provided (total # of parents multiplied by the number tools, resources or information provided each received during the month reported) <b>Notes:</b> Brief description of services provided.

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**Goal 4. CAPACITY BUILDING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.1 Increase sustainability	Fund development	CB.1.1 Increase funds	CB.1.1.1 Dollar amount raised	Dollars	\$5,000	7/1/14	6/30/15	<b>Dollars:</b> \$'s received in month reported <b>Notes:</b> Describe fund development efforts. Include brief description of funding source(s) and how \$'s are allocated to the program. Includes donations, district contributions to the program, grant awards and corporate giving. <b>Family Fees</b>
CB.2 Increase access and efficiency, quality and effectiveness	Collaboration and networking	CB.2.2 Improve service delivery through collaboration and networking	CB.2.2.1 Developing partnerships, coordinating and collaborating with other agencies to improve service delivery (Describe activities in notes)	Collaborations	4 Collaborations	7/1/14	6/30/15	<b>Services:</b> # collaborations developed / # meetings attended. Count collaborations/partnerships only once but report on progress throughout the year. Do not include district committees and/or meetings Think Together, Help Me Grow, PBSocal, ELS, Twilight program <b>Notes:</b> Brief description of collaborations and partnerships.
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB 2.3.5 Program staff will report the number of client intake records entered	Children 0-5	15 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children 0-5 (new only)

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB 2.3.6 Program staff will report the number of client exit records entered for month reported	Children 0-5	15 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children 0-5 (new only)
CB.2 Increase access and efficiency, quality and effectiveness	Service planning and access points	CB.2.4 Conduct service planning activities that improve access and service sustainability	CB.2.4.1 Program will develop a plan that outlines infrastructure, functions and services, and long-term sustainability strategies	Program	1 plan	7/1/14	6/30/15	<b>Services:</b> # of plans completed <b>Notes:</b> Describe monthly efforts to achieve goal. When plan completed describe result.
CB.2 Increase access and efficiency, quality and effectiveness	Professional training and development	CB.2.7 Provide training and administrative support to funded programs to ensure quality and results	CB.2.7.3 Provide trainings to build the capacity of the agency to increase quality services (including STEM related activities)	Provider	14 unduplicated providers	7/1/14	6/30/15	<b>Providers:</b> Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> # of trainings <b>Notes:</b> Describe trainings provided and topics of trainings 14 Teachers



EXHIBIT A-1  
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Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Fountain Valley School District	School Nurse Program	Karen Gissler	gisslerk@fvsd.us 714-843-3279	FCI-SD2-07

**Project Abstract (a short description of the project):**

Expand access to health care for children prenatal through age 5 served within district boundaries including special populations, such as teen moms with children prenatal through age 5; homeless families with children prenatal through age 5; local early care and education providers; and children transitioning to all elementary schools, including private religious and private schools.

**General Instructions**

- Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter the number of New Clients and Repeat Clients (if applicable) and Services for each service on your work plan.
- New Clients: All clients are new starting July 1, 2014.
- Monthly Service Counts: Enter aggregate data each month under Monthly Service Counts for children 0-5, parent/guardians and providers. All clients are new starting July 1, 2014; this includes clients who were already in the program prior to July 1. Clients are reported as New in their first month, and are repeated as Repeat (if applicable) in subsequent months.
- Multiple services updates in one month: if you are updating a service more than one time in a month, please include a note in the update that this is the second (or third) update and the reason for the multiple updates.

**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for	HC 2.2.1 Children receive developmental screening using evidence-based screening tools (i.e., PEDS, ASQ, ASQ-SE, MCHAT).	Children 0-5	80 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children are "new" to this service in month where first receiving this screening and repeat in subsequent months if rescreened. <b>Services:</b> Total # of screenings provided during the month. <b>Notes:</b> Brief description of screenings provided and number of children referred

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)						for follow-up assessments based on screening results
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision,	HC.2.2.3 Children receive vision screening using evidence-based tools (i.e., LEA, SureSight, PlusOptix12, etc)	Children 0-5	100 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of vision screenings provided during the month. <b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)						
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and	HC.2.2.4 Children receive hearing screening using evidence-based tools (i.e., OEA, Audiometry, Pure Tones, Tympanometry, etc)	Children 0-5	100 unduplicated children	7/1/14	6/30/15	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of hearing screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment</p>

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		other special needs, and receive appropriate services. (C)						
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and	HC.2.2.5 Children receive body composition and stature screening (height, weight, BMI)	Children 0-5	100 unduplicated children	7/1/14	6/30/15	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of body composition screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided and number of children referred for follow-up assessment.</p> <p>Note: Rescreen children with BMI &gt;95% prior to the end of the school year to track changes in BMI</p>

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
		receive appropriate services. (C)						
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.6 Children receive health status screening (i.e., asthma, allergies, etc.)	Children 0-5	80 unduplicated children	7/1/14	6/30/15	<p><b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened.</p> <p><b>Services:</b> Total # of body composition screenings provided during the month.</p> <p><b>Notes:</b> Brief description of services provided</p>

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.8 Children receive comprehensive screening (Includes: vision, hearing, height, weight, health, dental and developmental milestones)	Children 0-5	80 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children who by the end of the month had received all the listed screens. No repeat clients in this service (all new).

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.10a Parents receive referrals regarding their child's health and developmental concerns	Parent	25 unduplicated parents	7/1/14	6/30/15	<p><b>Parents:</b> Parents are "new" to this service in the month where they first receive a referral and are repeat in subsequent months for referrals for new health concerns. Do not recount a client if you are re-referring for the same health concern.</p> <p><b>Services:</b> Total # of referrals provided</p> <p><b>Notes:</b> Brief description of referrals provided</p>

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.2 Children receive early screening and, when necessary, assessment for developmental, behavioral, emotional, and social conditions, and referral and linkage to services as appropriate	Developmental screenings/ assessments	HC 2.2. Double the number of children (50%) who are screened using a formal screening tool and, when necessary, assessed for developmental milestones, including cognitive, vision, hearing, speech, and language, psychosocial issues, and other special needs, and receive appropriate services. (C)	HC.2.2.10b Parents are linked to referred services for their child's health and developmental concerns	Parent	15 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> # of parents linked to referred services. <b>Services:</b> Total # of linked referrals. <b>Notes:</b> Brief description.



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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.3 Children have and use a regular place for medical and dental care	Health Insurance	HC.3.1 Increase to 100% the number of children with health coverage. (H)	HC.3.1.1 Children are linked with health insurance enrollment	Children 0-5	3 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of target children 0-5 linked to referred services (as a result of this program's efforts). Always new (no repeats). <b>Notes:</b> Brief description.
HC.3 Children have and use a regular place for medical and dental care	Health Home	HC.3.2 Increase to 100% the proportion of children who have a health care home. (C)	HC.3.2.1 Children are linked to a health care home	Children 0-5	3 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children linked to a health home (as a result of this program's efforts). Always new. <b>Notes:</b> Brief description. Please include information on referrals to Affordable Care Act (ACA) and/or PMD.
HC.3 Children have and use a regular place for medical and dental care	Oral Health	HC.3.4 Reduce dental cavities so that the proportion of young children with one or more cavities is no more than 9%. (C)	HC.3.4.2 Children receive a dental screening, including visual inspection and/or assessment by professional dental resource	Children 0-5	100 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children are "new" to this service in month where first receiving this screen and repeat in subsequent months if rescreened. <b>Services:</b> Total # of dental screenings provided during the month. <b>Notes:</b> Brief description of services provided

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**Goal 1. HEALTHY CHILDREN**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
HC.4 Children grow up healthy	Immunization	HC.4.3 Increase age appropriate immunization levels to at least 95% (C)	HC.4.3.1 Children screened for up to date immunizations	Children 0-5	100 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # children 0-5 screened for immunizations (first time and repeat). <b>Services:</b> # of immunization screenings <b>Notes:</b> Brief description of immunization screenings including completion of State Immunization Report

**Goal 2. STRONG FAMILIES**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
SF.2 Children are safe and well cared for.	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.3 Office visits to improve knowledge of healthy child development  <b>Program notes:</b> One-on-one sessions where SRN provides parents specific verbal/written instruction or plans on their child's health and/or development.	Parent	75 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> Parents are "new" to this service in month where first receiving this service and repeat in subsequent months or for multiple issues until the service ends for fiscal year. <b>Services:</b> # of office visits <b>Notes:</b> Brief description.
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child	SF.2.2 Increase parent knowledge of	SF.2.2.4a Parents participate in parenting education classes on healthy child	Parent	10 unduplicated parents	7/1/14	6/30/15	<b>Parents:</b> Parents are "new" to this service in month where first receiving this service and repeat in subsequent months

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Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
	Development	healthy child development	development					until the service ends for fiscal year. <b>Services:</b> # of parent education classes <b>Notes:</b> Describe topic of each classes provided
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.5 Children receive health education classes	Children 0-5	5 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> Count the # of health education classes (include classes on Nutrition and Physical Activity here). <b>Notes:</b> Describe classes
SF.2 Children are safe and well cared for	Parent Knowledge of Healthy Child Development	SF.2.2 Increase parent knowledge of healthy child development	SF.2.2.7 Providers receive consultations to improve provider knowledge of healthy child development	Providers	2 unduplicated providers	7/1/14	6/30/15	<b>Providers:</b> Providers are "new" to this service in month where first receiving this service and repeat in subsequent months until the service ends for fiscal year. <b>Services:</b> # of provider consultations <b>Notes:</b> Brief description.

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**Goal 4. CAPACITY BUILDING**

Outcome	Indicator	Objective	Service	Program Data Type	Target #	Start Date	End Date	Instructions
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.4 Children with special needs served	Children 0-5	7 unduplicated children	7/1/14	6/30/15	<b>Children:</b> # of children new in first month of service. No repeat. <b>Notes:</b> Document the types of special needs encountered.
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.5 Program staff will report the number of client intake records entered	Children 0-5	10 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children 0-5 (new only)
CB.2 Increase access and efficiency, quality and effectiveness	Evaluation	CB.2.3 Develop high-quality program evaluations and reporting	CB.2.3.6 Program staff will report the number of client exit records entered	Children 0-5	10 unduplicated children	7/1/14	6/30/15	<b>Children:</b> Children 0-5 (new only)

**EXHIBIT B**

**PROJECT BUDGET**

<b>Fountain Valley School District</b>	<b>Funds Due 7/1/14 – 6/30/15</b>	<b>Funds Due 7/1/15 – 6/30/16</b>	<b>Funds Due 7/1/16 – 6/30/17</b>
Staffing	<b>\$87,975</b>	<b>\$87,975</b>	<b>\$87,975</b>
Direct Project Expenses	<b>\$5,800</b>	<b>\$5,800</b>	<b>\$5,800</b>
Capital Equipment	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Subcontracts	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Indirect/Administrative	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL FUNDS DUE</b>	<b>\$93,775</b>	<b>\$93,775</b>	<b>\$93,775</b>

<b>Early Developmental Index</b>	<b>Funds Due 7/1/14 - 6/30/17</b>
EDI Expenses*	<b>\$7,071</b>

\* EDI budget may be expended at any time over the three year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

**MAXIMUM PAYMENT OBLIGATION: \$288,396**

**Attachment 1 to Exhibit B**

**STAFFING TABLE**

	<b>7/1/14 - 6/30/15</b>	<b>7/1/15 - 6/30/16</b>	<b>7/1/16 - 6/30/17</b>
	<b>FTE</b>	<b>FTE</b>	<b>FTE</b>
	<b>Salary &amp; Benefits</b>	<b>Salary &amp; Benefits</b>	<b>Salary &amp; Benefits</b>
<b>Position Title: Early Learning Specialist (Program Director)</b>	.30 FTE \$31,362	.30 \$31,362	.30 FTE \$31,362

Minimum Qualifications: Any combination equivalent to: bachelor's degree with 24 units in Early Childhood Education (ECE)/Child Development, including six units administration and two units adult supervision, and five years of experience in a child care program, including one year of site supervisory experience. A master's degree in ECE or Child/Human Development OR teaching/administrative credential with additional ECE units is also qualifying.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

<b>Position Title: Child Care Program Technician (Extra Duty)</b>	.15 FTE \$3,000	.15 FTE \$3,000	.15 FTE \$3,000
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Minimum Qualifications: Any combination equivalent to: graduation from high school and three years clerical experience.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

<b>Position Title: Child Care Program Technician</b>	.05 FTE \$1,000	.05 FTE \$1,000	0.5 FTE \$1,000
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Minimum Qualifications: Any combination equivalent to: graduation from high school and three years clerical experience.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

**Attachment 1 to Exhibit B**

<b>Position Title: School Readiness Nurse</b>	.50 FTE \$50,000	.50 FTE \$50,000	.50 FTE \$50,000
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Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR; knowledgeable in the areas of prevention, early identification and treatment of health problems, disease and disorders, and promoting lifelong health and health practices in children through age five and their families.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

<b>Position Title: Preschool Teacher Substitutes (Extra Duty)</b>	N/A FTE \$2,613	N/A FTE \$2,613	N/A FTE \$2,613
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Minimum Qualifications: Any combination equivalent to: graduation from high school supplemented by attaining a Children’s Center Permit which consists of at least 24 post-secondary semester units or equivalent quarter units in Early Childhood Education (ECE) or Child Development (CD) and 16 general education units completed at an accredited college OR an AA or higher in ECE/CD or a related field with three units of supervised field experience in an ICE/CD setting, and at least one year of teaching experience in a licensed day care center or comparable group child care program. Licenses: Children’s Center Permit, Valid Pediatric First Aid Certificate, Valid Pediatric CPR Certificate and Valid California Driver License.

Job Duties: Provide services as described in subparagraph 3.2 of Exhibit A to this Agreement.

**Summary Table of Staffing Costs**

	<b>7/1/14- 6/30/15</b>	<b>7/1/15 - 6/30/16</b>	<b>7/1/16 - 6/30/17</b>
	<b>\$87,975</b>	<b>\$87,975</b>	<b>\$87,975</b>

**Attachment 2 to Exhibit B**

**DIRECT PROJECT EXPENSES TABLE**

<b>FY 14/15 Expense Type</b>	<b>Amount</b>	<b>Program:</b>	<b>1-2 sentence narrative description of expenses.</b>
Category-Conferences	\$3,100	EL	Annual cost for registration fees for Project GLAD x 4
Category-Computer Equipment	\$1,000	EL	Annual cost for laptop computer and supplies for record keeping and providing necessary services.
Category-Training for Providers	\$1,500	EL	Annual cost for enrollment fees for district providers for conferences, stipends for meeting with Jan Johnson to coordinate preschool programs. Expenses for district sponsored provider training and release time observation and training. Registration fees for Project GLAD training.
Category-Postage	\$200	EL	Annual cost for postage to support clerical duties.
<b>FY 14/15 Total</b>	<b>\$5,800</b>		

<b>FY 15/16 Expense Type</b>	<b>Amount</b>	<b>Program:</b>	<b>1-2 sentence narrative description of expenses.</b>
Category-Conferences	\$2,000	EL	Annual cost for conferences.
Category-Materials & Supplies	\$800	EL	Annual cost for materials & supplies to support clerical.
Category-Printing	\$300	EL	Annual cost for duplicating flyers, newsletters, and materials.
Category-Training for Providers	\$2,500	EL	Annual cost for enrollment fees for district providers for conferences, stipends for meeting with Jan Johnson to coordinate preschool programs. Expenses for district sponsored provider training and release time observation and training. Registration fees for Project GLAD training.
Category-Postage	\$200	EL	Annual cost for postage to support clerical duties.
<b>FY 15/16 Total</b>	<b>\$5,800</b>		



**Attachment 2 to Exhibit B**

<b>FY 16/17 Expense Type</b>	<b>Amount</b>	<b>Program:</b>	<b>1-2 sentence narrative description of expenses.</b>
Category-Conferences	\$2,000	EL	Annual cost for conferences.
Category-Materials & Supplies	\$800	EL	Annual cost for materials & supplies to support clerical.
Category-Printing	\$300	EL	Annual cost for duplicating flyers, newsletters, and materials.
Category-Training for Providers	\$2,500	EL	Annual cost for enrollment fees for district providers for conferences, stipends for meeting with Jan Johnson to coordinate preschool programs. Expenses for district sponsored provider training and release time observation and training. Registration fees for Project GLAD training.
Category-Postage	\$200	EL	Annual cost for postage to support clerical duties.
<b>FY 16/17 Total</b>	<b>\$5,800</b>		



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***ADOPTION AND PURCHASE OF THE WE CAN EARLY  
LEARNING CURRICULUM***  
**DATE:** July 10, 2014

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**BACKGROUND INFORMATION:**

The focus of the District's continued work with the Children and Families Commission of Orange County is to provide high quality school readiness and preschool services to support the children of the Fountain Valley and Huntington Beach communities. The adoption and consistent use of a research-proven early learning curriculum is one important milestone toward achieving this ultimate goal.

Last January, preschool teachers in the District's State Preschool and Child Development Center programs participated in a pilot of the *We Can* early learning curriculum, written by Vicki Gibson, Ph.D., and produced by Voyager Learning. Feedback from the experience was positive, and teachers felt the *We Can* program also complemented their ongoing professional development and implementation of Project GLAD.

Expenses associated with the adoption and purchase of the *We Can* early learning curriculum will be covered with School Readiness funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the adoption and purchase of the *We Can* early learning program for use in the District's preschool programs.



Company Address 17855 Dallas Pkwy, Suite 400  
 Dallas, TX 75287  
 US

Quote Number 00011624  
 Created Date 5/21/2014

Quote To MONA GREEN  
 Phone 714-843-3200

Bill To Name Fountain Valley School Dist  
 Bill To 10055 Slater Ave  
 Fountain Vly, CA 92708-4712  
 US

Ship To Name Fountain Valley School Dist  
 Ship To 10055 Slater Ave  
 Fountain Vly, CA 92708-4712  
 US

Prepared By Suzi Maldonado  
 Phone 888-399-1995 x7465  
 E-mail suzi.maldonado@voyagerlearning.com  
 Fax 951.672.2891

Description	Product Code	Quantity	Sales Price	Total Price
We Can Classroom Package	317585	8.00	\$2,695.00	\$21,560.00
		Total Price	\$21,560.00	
		Freight	\$2,156.00	
		Tax	\$1,724.80	
		Grand Total	\$25,440.80	

**Comments**

Support Services purchased (days, webinar & virtual hours) will expire 12 months from received date of Purchase Order. For multi-year purchases the expiration date will be noted at the time of receiving the Purchase Order.



FOUNTAIN VALLEY SCHOOL DISTRICT  
**Curriculum/Instruction**

**MEMORANDUM**

**TO:** Marc Ecker, Superintendent  
**FROM:** Anne Silavs, Assistant Superintendent, Instruction  
**SUBJECT:** ***CONTRACT FOR PROFESSIONAL DEVELOPMENT IN THE  
WE CAN EARLY LEARNING CURRICULUM***  
**DATE:** July 10, 2014

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**BACKGROUND INFORMATION:**

In support of the adoption of the *We Can* early learning curriculum, program author Vicki Gibson, Ph.D., will provide on-site training for District preschool teachers on August 26 to support effective program implementation.

All expenses associated with the training will be covered with School Readiness funds.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the contract with Vicki Gibson, Ph.D., for professional development in the *We Can* early learning curriculum.

<b>GHA Client Information Form</b>			
<b>Requested Date(s) for Services</b>		August 26, 2014 Dr. Vicki Gibson	
<b>Purpose or Focus of Work</b> (Briefly describe professional services requested):  One-day training to support implementation of the newly adopted We Can early learning curriculum.			
<b>Type of Service Requested</b> ___ Consultation <u>XX</u> Training    ___ Presentation			___ Other:
<b>Contracting Agency</b>		Fountain Valley School District	
<b>Agency Address (city/state/zip)</b>		10055 Slater Avenue, Fountain Valley, CA 92708	
<b>Agency Phone</b>		<b>Agency Fax</b>	
714-843-3285		714-843-2690	
<b>Agency Website or Email</b>		silavsa@fvsd.us	
<b>Contact Person Name</b>		<b>Contact Email</b>	
Anne Silavs or Mona Green		<a href="mailto:silavsa@fvsd.us">silavsa@fvsd.us</a> <a href="mailto:greenm@fvsd.us">greenm@fvsd.us</a>	
<b>Contact Cell Phone</b>		Anne: 949-554-3943	
<b>Location</b> (address where work will be completed)		FVSD District Offices 10055 Slater Avenue, Fountain Valley, CA 92708	
<b>Session Time</b> (begin & end)		8:00 a.m. to 3:00 p.m.	
<b>Participants</b> <u>X</u> District Administrators    ___ Building Administrators <u>X</u> Teachers    ___ Coaches ___ Specialists    ___ Curriculum Consultants & Program Facilitators <u>X</u> Paraprofessionals    ___ Others (describe):			
<b>Grade Levels</b> <u>X</u> PreK    ___ K-3    ___ Gr 4-6    ___ Gr 7-8    ___ High School			
<b>Approximate Number of Participants</b>		Approximately 25	
<b>Associated with Conference?</b> <u>XX</u> No    ___ Yes:		<b>Conference Name:</b>	NA
<b>Invoice Contact Name/Address</b> if different from above		See above	
<b>Receipts Required?</b> ___ No <u>X</u> Yes:    ___ Originals    ___ Copies			
<b>Handouts</b> (List name and email of person receiving PDFs, etc. to print as handouts)  Jill Martin (secretary to Mona Green) - <a href="mailto:martinj@fvsd.us">martinj@fvsd.us</a>			
<b>Preference for Handouts:</b> <u>X</u> 3 slides per page    ___ 4 slides per page    ___ 6 slides per page			
<b>AV Equipment</b> : LCD projector, screen, microphone to be provided by Contracting Agency  Other Equipment Requests: All equipment will be provided by the District.			

**Lodging and Travel Information or Recommendations**

<b>Recommended Hotel</b> (address/phone)	INFO NOT NEEDED
<b>Recommended Airport(s)</b>	INFO NOT NEEDED
<b>Distance:</b> • airport to hotel	INFO NOT NEEDED
• hotel to presentation site	INFO NOT NEEDED
<b>Presenter Transportation</b> ___ Taxi <u>XX</u> Rental car    ___ Pick up & return from airport	

**Agreement Between Client and Gibson Hasbrouck & Associates**

This agreement serves to engage professional services between Gibson Hasbrouck & Associates (GHA) and the Client (named on Client Information Form). Both parties commit to expend reasonable efforts to successfully complete the work as expected by the timelines requested given no unforeseeable event occurs that may affect outcomes (inclement weather, illness, unpredictable circumstance).

**CLIENT AGREES TO:**

- Pay GHA a fee of   \$4,500  /day for services **plus travel expenses**
- Secure the location where professional services will be provided and report location to GHA
- Complete this GHA Client Information form
- Ensure participants are advised about training expectations and participation requirements
- Provide audio/video equipment including LCD projector, screen, microphone, table for computer
- Remit payment for professional services upon receipt of invoice from GHA

**GHA AGREES TO:**

- Reserve the dates requested by Client
- Assign a GHA professional consultant to complete the work as described (Dr. Vicki Gibson)
- Provide services for training/consultation as per agreement
- Provide materials as described

**SIGNATURES:**

**Client Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**GHA Representative** \_\_\_\_\_ **Date** \_\_\_\_\_

**Additional Comments or Considerations:**

**RETURN COMPLETED FORM TO: Jan@gha-pd.com  
or FAX to 781-348-9197**



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

## MEMORANDUM

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

**FROM:** Cara Robinson, Director, Support Services

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

**DATE:** July 14, 2014 – for July 24, 2014 Board Meeting

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### **BACKGROUND**

Orange County Department of Education, Region 9 Local Educational Consortium (LEC) has entered into an Agreement with the California State Department of Health Care Services to serve Local Educational Consortium for Region 9 in accordance with the California Welfare and Institutions Code. As part of Region 9, FVSD is referred to as the Local Education Agency (LEA) to administer Medi-Cal Administrative Activities (MAA). The goal of the Medi-Cal Administrative Activities (MAA) Program is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate.

### **RECOMMENDATION**

It is recommended that the Board of Trustees approve the Medi-Cal Administrative Activities (MAA) Participation Agreement for the term of July 1, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

sb

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

This AGREEMENT is hereby entered into this 1st day of July, 2014, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer Medi-Cal Administrative Activities (MAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the Medi-Cal Administrative Activities (MAA) program is to improve the availability and



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

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

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

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2014, and ending on June 30, 2015,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
14 amended as necessary to comply with all federal, state  
15 and SUPERINTENDENT'S program requirements.

16 b. "Certify" to the STATE the amount of DISTRICT'S general  
17 funds or any other funds allowed under Federal law and  
18 regulation expended on the allowable "Program  
19 activities".

20 c. Certify to the STATE the availability and expenditure of  
21 one hundred percent (100%) of the non-federal cost of  
22 performing program activities.

23 d. Certify to the STATE that DISTRICT expenditures  
24 represent costs that are eligible for Federal financial  
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

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

- 1 q. Review and submit the detailed quarterly invoice with  
2 Claiming Unit Functions Grid to the STATE on behalf of  
3 the DISTRICT and convey to the DISTRICT by warrant all  
4 funds received on behalf of DISTRICT from the STATE less  
5 any amount due the SUPERINTENDENT as defined in Section  
6 5.0 of this AGREEMENT. No funds will be conveyed to  
7 DISTRICT for invoices that have been disallowed by the  
8 STATE.
- 9 r. Monitor compliance of DISTRICT with all Federal, STATE,  
10 and SUPERINTENDENT'S PROGRAM requirements.
- 11 s. Review DISTRICT'S Operational Plan Audit/File at least  
12 once every three (3) years.
- 13 t. Designate an employee to act as liaison to DISTRICT  
14 regarding issues relating to this AGREEMENT.

15 3.0 RESPONSIBILITIES OF DISTRICT.

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

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

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

- School Calendar
- Resource Directories and outreach materials
- Program review documentation

- 1
- 2
- 3 s. Prepare and certify school-based MAA Invoices and
- 4 Claiming Unit Functions Grids in conformance with STATE
- 5 requirements.
- 6 t. Submit quarterly claim to SUPERINTENDENT within twelve
- 7 (12) months following the end of the quarter.
- 8 u. Provide SUPERINTENDENT with copies of MAA invoice
- 9 supporting documentation upon request.
- 10 v. Maintain Program claim documentation for a period of not
- 11 less than three (3) fiscal years after the end of the
- 12 quarter in which quarterly invoice payment is received
- 13 by the LEC. If an audit is in progress or is
- 14 forthcoming, all records relevant to the audit shall be
- 15 retained until completion of the audit or final
- 16 resolution, whichever is later. Such documentation
- 17 shall be subject, at all reasonable times, to inspection
- 18 and/or audit by the CMS or other Federal agencies,
- 19 STATE, and/or SUPERINTENDENT.
- 20 w. In the event an Invoice/Claiming Unit Functions Grid is
- 21 revised or is disallowed by STATE, agree to reimburse
- 22 SUPERINTENDENT within thirty (30) days of receipt of an
- 23 invoice from SUPERINTENDENT evidencing SUPERINTENDENT'S
- 24 payment to the STATE for DISTRICT'S revised or
- 25 disallowed Invoice/Claiming Unit Functions Grid.
- x. Ensure no duplicative billings.

1 y. Hold SUPERINTENDENT harmless from any Federal  
2 disallowance of MAA claim payments made to DISTRICT by  
3 the STATE.

4 z. Designate an employee to act as a liaison with  
5 SUPERINTENDENT to provide DISTRICT specific information  
6 relative to MAA Program administration and fiscal  
7 issues.

8 aa. Complete and return with the fully executed AGREEMENT,  
9 SUPERINTENDENT'S Medi-Cal Administrative Activities  
10 (MAA) District Information 2014/2015 form, Appendix "A",  
11 attached hereto and incorporated by reference herein.

12 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
13 DISTRICT'S responsibilities outlined in Section 3.0 of this  
14 AGREEMENT and after SUPERINTENDENT has received reimbursement from  
15 the STATE for DISTRICT'S quarterly MAA claim(s), SUPERINTENDENT  
16 shall convey to DISTRICT by warrant, all funds received on behalf of  
17 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
18 STATE as determined in Section 5.0 below. No funds will be conveyed  
19 to DISTRICT for invoices that have been revised or disallowed by the  
20 STATE or Federal agencies. Payment to DISTRICT shall be made within  
21 forty-five (45) days of receipt and reconciliation of STATE funds by  
22 SUPERINTENDENT.

23 5.0 FEE SCHEDULE.

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

1 process. In the event that the Region 9 LEC shares of STATE costs  
2 for the 2014/2015 fiscal year exceed the amount of the STATE costs  
3 contracted with SUPERINTENDENT for the 2014/2015 fiscal year,  
4 SUPERINTENDENT will reduce DISTRICT'S quarterly MAA claim  
5 reimbursement for DISTRICT'S share of the STATE Participation Fee  
6 increase.

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

17 C. The obligations of SUPERINTENDENT and DISTRICT under this  
18 AGREEMENT are contingent upon the availability of funds furnished by  
19 the United States Government. In the event that such funding is  
20 terminated or reduced, this AGREEMENT may be terminated, and  
21 SUPERINTENDENT'S and DISTRICT'S fiscal obligations hereunder shall  
22 be limited to a prorated amount of funding actually received by the  
23 SUPERINTENDENT and DISTRICT from the STATE under the AGREEMENT.  
24 SUPERINTENDENT shall provide DISTRICT written notification of such  
25 termination. Notice shall be deemed given when received by the



1 DISTRICT or no later than three (3) days after the day of mailing,  
2 whichever is sooner.

3 6.0 FEDERAL CLAIMING.

4 A. TITLE 31 - Money and Finance, Subtitle V - General  
5 Assistance Administration, Chapter 75 - Requirements for Single  
6 Audits, section 7502 requires each pass through entity provide the  
7 subrecipient program names and any identifying numbers from which  
8 such assistance is derived. The Catalog of Federal Domestic  
9 Assistance (CFDA) number for this federal program is 93.778, Medical  
10 Assistance Program (Medi-Cal).

11 B. A "Vendor" means a dealer, distributor, merchant, or other  
12 seller providing goods or services that are required for the conduct  
13 of a Federal program. These goods or services may be for an  
14 organization's own use or for the use of beneficiaries of the  
15 federal program. Additional guidance on distinguishing between a  
16 subrecipient and a vendor is provided in OMB Circular A-133.

17 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
18 this AGREEMENT, shall be and act as an independent contractor.  
19 SUPERINTENDENT understands and agrees that he/she and all of his/her  
20 employees shall not be considered officers, employees or agents of  
21 the DISTRICT, and are not entitled to benefits of any kind or nature  
22 normally provided employees of the DISTRICT and/or to which  
23 DISTRICT'S employees are normally entitled, including, but not  
24 limited to, State Unemployment Compensation or Workers'  
25 Compensation. SUPERINTENDENT assumes full responsibility for the  
acts and/or omissions of his/her employees or agents as they relate

1 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
2 shall assume full responsibility for payment of all Federal, STATE  
3 and local taxes or contributions, including unemployment insurance,  
4 social security and income taxes with respect to SUPERINTENDENT'S  
5 employees.

6 8.0 DUTY TO PROVIDE FIT WORKERS. SUPERINTENDENT shall at all times  
7 enforce appropriate discipline and good order among its employees  
8 and shall not knowingly employ any unfit person or anyone not  
9 skilled in providing the services required under this AGREEMENT.  
10 Any person in the employ of the SUPERINTENDENT who in DISTRICT'S  
11 opinion, is incompetent, unfit, intemperate, troublesome or  
12 otherwise undesirable shall be excluded from providing services  
13 under this AGREEMENT and shall not again provide services except  
14 with written consent of DISTRICT.

15 9.0 COPYRIGHT.

16 A. DISTRICT understands and agrees that all forms, plans, and  
17 related instructional materials developed by SUPERINTENDENT or  
18 DISTRICT under this AGREEMENT shall become the exclusive property of  
19 Department of Health Care Services. The Department of Health Care  
20 Services shall have all right, title and interest in said matters,  
21 including the right to secure and maintain the copyright, trademark  
22 and/or patent all forms and related instructional materials  
23 developed under this AGREEMENT.

24 10.0 HOLD HARMLESS.

25 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
harmless DISTRICT, its Governing Board, and its officers, agents,

1 and employees from liability and claims of liability for bodily  
2 injury, personal injury, sickness, disease, or death of any person  
3 or persons, or damage to any property, real, personal, tangible or  
4 intangible, arising out of the negligent acts or omissions of  
5 employees, agents or officers of SUPERINTENDENT or the Orange County  
6 Board of Education during the term of this AGREEMENT.

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

15 11.0 CONFIDENTIALITY.

16 A. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
17 of their respective records and information, governing the  
18 confidentiality of client or student information for Medi-Cal  
19 clients served under this AGREEMENT. Applicable laws include, but  
20 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
21 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
22 California Code of Regulations Section 51009 and all applicable  
23 federal and/or state laws or regulations as each may now exist or be  
24 hereafter amended. The confidentiality obligations contained in  
25 this section shall survive termination of this AGREEMENT.

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

12 12.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
13 to assure that the information supplied to SUPERINTENDENT hereunder  
14 shall be true, complete, and accurate in all respects. DISTRICT  
15 shall assume sole responsibility for the truth, completeness and  
16 accuracy of all information supplied to SUPERINTENDENT and agrees  
17 that SUPERINTENDENT shall have no responsibility or liability for  
18 the truth, completeness or accuracy of any information submitted by  
19 DISTRICT hereunder.

20 13.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
21 for damages or losses to DISTRICT employees, agents, independent  
22 contractors or students relating to lost medical services or lost  
23 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
24 any sums DISTRICT does not obtain in reimbursement from the STATE,  
25 or for any incidental, indirect, special or consequential damages to

1 DISTRICT arising from the denial of any request for reimbursement  
2 from the STATE.

3 14.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
4 AGREEMENT shall not be assigned by the DISTRICT without prior  
5 written approval of SUPERINTENDENT.

6 15.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
7 must meet the approval of the DISTRICT and shall be subject to the  
8 DISTRICT'S general right of inspection to secure the satisfactory  
9 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
10 with all Federal, STATE and local laws, rules, regulations and  
11 ordinances that are now or may in the future become applicable to  
12 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
13 operations covered by this AGREEMENT or accruing out of the  
14 performance of such operations.

15 16.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
16 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
17 employ any unlawful discriminatory practices in employment of  
18 personnel or in any other respect on the basis of sex, race, color,  
19 ethnicity, national origin, ancestry, religion, age, marital status,  
20 medical condition, sexual orientation, physical or mental disability  
21 or any other protected group in accordance with the requirements of  
22 all applicable Federal or STATE law.

23 17.0 TOBACCO USE POLICY. In the interest of public health,  
24 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
25 use of any tobacco products are prohibited in buildings and  
vehicles, and on any property owned, leased or contracted for by the

1 SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure  
2 to abide with conditions of this policy could result in the  
3 termination of this AGREEMENT.

4 18.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
5 or without cause, terminate this AGREEMENT with the giving of thirty  
6 (30) days prior written notice to the other party.

7 19.0 NOTICE. All notices or demands to be given under this  
8 AGREEMENT by either party to the other shall be in writing and given  
9 either by: (a) personal service or (b) by U.S. Mail, mailed either  
10 by registered or certified mail, return receipt requested, with  
11 postage prepaid. Service shall be considered given when received if  
12 personally served or if mailed on the third day after deposit in any  
13 U.S. Post Office. The address to which notices or demands may be  
14 given by either party may be changed by written notice given in  
15 accordance with the notice provisions of this section. As of the  
16 date of this AGREEMENT, the addresses of the parties are as follows:

17 DISTRICT: Fountain Valley School District  
18 10055 Slater Avenue  
19 Fountain Valley, California 92708

20 Attn: \_\_\_\_\_

21 SUPERINTENDENT: Orange County Superintendent of Schools  
22 200 Kalmus Drive  
23 P.O. Box 9050  
24 Costa Mesa, California 92628-9050

25 Attn: Patricia McCaughey

26 20.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
27 redress for violation of, or to insist upon, the strict performance  
28 of any term or condition of this AGREEMENT shall not be deemed a  
29 waiver by that party of such term or condition, or prevent a

1 subsequent similar act from again constituting a violation of such  
2 term or condition.

3 21.0 SEVERABILITY. If any term, condition or provision of this  
4 AGREEMENT is held by a court of competent jurisdiction to be  
5 invalid, void, or unenforceable, the remaining provisions will  
6 nevertheless continue in full force and effect, and shall not be  
7 affected, impaired or invalidated in any way.

8 22.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
9 shall be governed by the laws of the State of California with venue  
10 in Orange County, California.

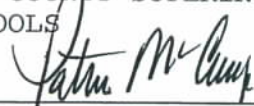
11 23.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
12 attached hereto constitute the entire agreement among the Parties to  
13 it and supercedes any prior or contemporaneous understanding or  
14 agreement with respect to the services contemplated, and may be  
15 amended only by a written amendment executed by both Parties to the  
16 AGREEMENT.

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

18 DISTRICT: FOUNTAIN VALLEY  
19 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

20 BY: \_\_\_\_\_  
21 Authorized Signature

20 BY:  \_\_\_\_\_  
21 Authorized Signature

22 PRINTED NAME: \_\_\_\_\_

22 PRINTED NAME: Patricia McCaughey

23 TITLE: \_\_\_\_\_

23 TITLE: Coordinator

24 DATE: \_\_\_\_\_

24 DATE: June 12, 2014

25 FEDERAL IDENTIFICATION NUMBER

Fountain Valley School District-MAA(40670)14  
Zip13

Board Meeting of July 24, 2014

MEMORANDUM

TO: Marc Ecker, Superintendent  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **Resolution #2015 – 07**  
**Self-Insured Workers' Compensation Administration Agreement**  
**With Keenan and Associates**  
DATE: July 14, 2014

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**Background:**

Keenan and Associates has administered the District's Workers' Compensation program continually for many years and has provided administrative services for the Run-Off Claims at the same annual fee for over five (5) years.

Keenan and Associates has presented a 2014 - 2015 Agreement to continue the Administration of Run-Off Claims. These are claims having been incurred prior to July 1, 1998, that exceeded the maximum amount provided by the insurer and are still being resolved.

The Fountain Valley School District is self-insured concerning workers' compensation claims made by individuals in the District. The District belongs to a pooled statewide group of school districts (PIPS) for all other active claims. Monthly premiums are paid through Keenan and Associates. This method of self-insurance allows for a very high level of liability protection for the District as well as cost effectiveness.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution #2015-07 approving the Run-Off Administrative Agreement with Keenan and Associates to provide administrative services for the period of July 1, 2014 through June 30, 2015 for a fee of \$2,800.00.



## RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement ("Agreement") is made and entered into by and between Fountain Valley School District ("Client") and Keenan & Associates ("Keenan"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

### RECITALS

- A. Client has established a Workers' Compensation Claims Administration Program for the benefit of its employees ("Program").
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

### AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from July 1, 2014 through June 30, 2015 ("Term") unless extended or terminated earlier as provided herein.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Keenan shall provide Client with the services described in Exhibit A ("Services") for all Workers' Compensation claims with a date of injury prior to 7/1/98.
- B. The relationship of the parties shall be that of independent contractor and each party shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- C. Keenan's services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and under no circumstance are the Services to be

construed or interpreted as representing any such advice or opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own tax and accounting experts on all tax, accounting, financial matters relating to its operations, including without limitation the establishment, implementation and cooperation of its Program.

- D. Keenan shall comply with all applicable State and Federal Laws and regulations and obtain and maintain all necessary licenses, registrations and/or permits necessary for the performance of its duties under this Agreement.
- E. Keenan reserves the right to engage independent contractors and/or subcontractors to assist in the performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

**3. CLIENT'S DUTIES AND RESPONSIBILITIES:**

- A. Client, subject to the specific Services set forth herein, shall retain all final authority and responsibility and expenses incidental thereto unless specifically assumed by Keenan hereunder and Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program except for the Services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client represents and warrants that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. Client shall provide Keenan with timely access to such information and individuals including its outside advisors and consultants as may be necessary for Keenan to perform the Services. Meetings, telephone calls, and other necessary communications shall be scheduled at the mutual convenience of the parties and their representatives. Keenan shall not be responsible for any delay in its performance that results from the failure of Client or any person acting on behalf of Client to make available any information or individual in a timely manner.
- D. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established and funded in accordance with written procedures to be established by the parties. Under no circumstances will Keenan be required to advance any funds for the payment of claims.
- E. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.



F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.

G. Client will comply with all federal, state and local reporting and filing requirements for the Program.

4. **COMPENSATION:**

Client agrees to pay Keenan for the services as provided in Exhibit A at the rates stated in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein by reference.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. **AUDIT:**

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. **FINES & PENALTIES:**

Keenan shall pay any fines and/or penalties levied by regulatory authorities that (i) are imposed as a result of the improper denial of claims and (ii) failed to comply with the administrative rules, regulations and state laws governing Workers' Compensation, provided that such actions were not at the direction of or with the approval of the Client; were not the result of the failure of Client or any individual acting on behalf of Client or claimant to timely provide complete and accurate information needed for the processing of claims; or the failure of the Client to adequately fund the claims payment account. Client shall pay all other fines and/or penalties relating to the Program or otherwise.

8. **INSURANCE:**

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:

- (i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

9. **INDEMNIFICATION:**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

10. **LIMITATION OF LIABILITY:**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 8.

11. **DISPUTE RESOLUTION:**

Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediation. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration by JAMS dispute resolution service pursuant to its Streamlined Arbitration Rules and Procedures, or such other arbitration procedures as may be agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution

between Client and Keenan and their respective agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any having jurisdiction may be entered upon the award.

**12. TERMINATION:**

- A. Either party may terminate this Agreement upon the occurrence of any of the following events:
- (1) Upon 60 days written notice by either party;
  - (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
  - (3) The dissolution or insolvency of either party;
  - (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
  - (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.
- B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case and where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement.
- C. Keenan shall return claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.
- D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the pro-rata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

**13. SOLICITATION OF EMPLOYEES:**

During the performance of this Agreement and for one year following its termination, Client agrees not to solicit directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any of Keenan's employees, contractors or consultants who fulfilled any obligations under this Agreement without Keenan's prior written approval.



14. **MARKETING:**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

15. **OTHER RELATIONSHIPS:**

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

16. **GENERAL:**

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matters.
- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or

military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty (30) days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower. Keenan has the right to suspend performance of its Services if any balance remains unpaid for more than sixty (60) days from the date of the invoice.

H. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

**Fountain Valley School District**

**Keenan & Associates**

**Signature:** \_\_\_\_\_  
**By:** Cathie Abdel  
**Title:** Assistant Superintendent  
Personnel  
**Address:** 10055 Slater Avenue  
Fountain Valley, CA 92708  
**Attention:** Cathie Abdel

**Signature:** \_\_\_\_\_  
**By:** Tara Schilling  
**Title:** Senior Vice President  
**Address:** 2355 Crenshaw Blvd. Ste. 200  
Torrance, CA 90501  
**Attention:** Greg Trapp



**EXHIBIT A  
SERVICES**

1. Claims administration.

- A. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
- B. Review and process run-off claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
- C. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
- D. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
- E. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- F. Explain to and assist employees in completing necessary forms for permanent disability ratings.
- G. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
- H. Maintain and establish reserve estimates for each reported claim.
- I. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
- J. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
- K. Arrange and supervise rehabilitation services where appropriate.
- L. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.
- M. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.





2. Medical Administration.

- A. If Client participates in the Medical Provider Network ("MPN"), which the State of California approves, then Keenan will select, with Client's approval, a medical provider panel of general practitioners, specialists, hospitals and emergency treatment facilities to which injured employees should be referred. The panel will be reviewed and updated on at least an annual basis. Keenan will work with Client to formulate medical provider panels in order to derive maximum benefit from legislative (SB 899) medical control changes.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan's medical management and bill review program. PRIME services will be billed separately to claim file. See Exhibit C.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. Legal Administration.

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client's interests before Workers' Compensation Appeals Board and courts.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client's legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client's interests in potential subrogation cases.
- E. Attend, when appropriate, Workers' Compensation Appeals Board hearings on behalf of Client.

4. Risk Management Services.

- A. Review and update Client on Workers' Compensation benefits, rules and regulations, and legislative issues.
- B. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.

- C. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.
- D. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.

5. Statistical

- A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.
- B. Report to Client quarterly loss analysis of claims filed by frequency and severity.
- C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.
- D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.



**EXHIBIT B  
COMPENSATION**

1. Client agrees to pay Keenan for services provided under this Agreement as follows:

**\$2,800.00, due and payable in full on July 1, 2014.**



EXHIBIT C



**A Keenan Solution**

Fee Schedule - Effective January 1, 2010  
(Subject to change upon notice)

**MANAGED CARE SERVICES**

- **Early Intervention Initial Assessment/Triage** **\$ 45 / Hour**
  
- **Total Case Management** **\$ 95 / Hour**
  - PPO Channeling
  - 4 PT Contact
  - Initial Evaluation
  - RTW Plan
  
- **RN File Review** **\$ 95 / Hour**
  - Medical Care Evaluation
  - RTW Evaluation
  - Written/Case Management Action Plan
  
- **Physician Advisor** **\$ 180 / Referral**
  - Medical Necessity Determination
  - Physician-to-Physician Contact
  
- **Physician Medical Record Review** **\$ 300 / Hour**
  - Assessment Report of Medical History

**IN PATIENT STAY REVIEW**

- **Pre-Admission Review** **\$ 95 / Hour**
- **Concurrent Stay Review**
- **Discharge Coordination**

**UTILIZATION REVIEW**

**\$ 95 / Hour**

**BILL REVIEW**

**TYPE OF SERVICE**

- **Professional**
  
- **In-Patient Hospital**

**FEE:**

**Flat Rate - \$4.50 per bill plus \$ 1.25 per line  
Plus 24% of PPO Savings below OMFS  
No flat fee or per line charge, 24% of total  
savings\***







# 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:** July 15, 2014  
**SUBJECT:** RECOMMENDATION TO AWARD BID #14-03, “Newland – Parking Lot”

---

### BACKGROUND

The District has a need to install an additional parking lot at Newland School. Due to the high number of Staff at Newland additional parking spaces are required to create a safe drop off area for students and improve traffic flow. Architects' Original Estimate was < \$175,000

An advertisement to bid was placed in the Orange County Daily Pilot on June 18, 2014 and June 25, 2014. Bid information was also available through Reed Construction Data, a trade paper. Both Contractors are known to the District and have completed substantial and satisfactory work in the past.

### Bid re-cap

<u>Contractor</u>	<u>Bid Amount</u>
Golden State Paving	\$129,522
R Jensen Co., Inc.	\$168,000

### RECOMMENDATION

It is recommended that the Board of Trustees award Bid # 14-03 to Golden State Paving in the amount of \$ 129,522.00 and authorize the Superintendent or his designee to sign all documents on behalf of the District.



# 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:** July 15, 2014  
**SUBJECT:** RECOMMENDATION TO AWARD BID #14-04, “FULTON MODULARS – SITE WORK”

---

### BACKGROUND

For some time Fulton Middle School has used two classroom buildings to house its P.E. locker rooms. As enrollment has grown with our boundary changes and school closure, these two classroom buildings can no longer accommodate the current number of students in need of changing facilities. The best alternative is to purchase and install two new relocatable buildings, one to house a boys’ P.E. locker room and another to house a girls’ P.E. locker room, similar to those in place at Masuda and Talbert Middle Schools. Preliminary sketches and building placement have been discussed with the school administration. Architects’ Original Site Work Estimate was < \$350,000.00.

On June 18, 2014 the Board of Trustees approved a recommendation to solicit bids for the Installation and Site Work required for the new modular buildings.

An advertisement to bid was placed in the Orange County Daily Pilot on June 18, 2014 and June 25, 2014. Bid information was also available through Reed Construction Data, a trade paper. Three (3) Contractors attended the job walk held on June 25, 2014 at 10:00 am and two (2) submitted bids. All three Contractors are known to the District and have completed substantial and satisfactory work in the past.

### Bid re-cap

<u>Contractor</u>	<u>Bid Amount</u>
M.P. South Construction	\$394,000
R Jensen Co., Inc.	\$303,000
Sandalwood Construction – Declined to bid due to current work load	

### RECOMMENDATION

It is recommended that the Board of Trustees award Bid # 14-04 to R Jensen Co, Inc. in the amount of \$ 303,000.00 and authorize the Superintendent or his designee to sign all documents on behalf of the District.



# FOUNTAIN VALLEY SCHOOL DISTRICT

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

**DATE:** July 15, 2014

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

**FROM:** Cara Robinson, Director, Support Services

**SUBJECT:** Board Item for July 24, 2014 Board Meeting  
Mileage Reimbursement to Parents

---

On June 18, 2014, Non-Public School contract #850094-2987 was Board approved. In conjunction with this Non-Public School contract, Fountain Valley School District will reimburse parents for transporting their child to and from school on a daily basis. The parents will be reimbursed only for the days the child attends school, this excludes, holidays and any day(s) the child is out of school for any reason. Mileage will be reimbursed for the period of July 7, 2014 thru June 30, 2015. Amount not to exceed \$4,000.

**RECOMMENDATION:**

Approval by the Board of Trustees is recommended to approve the above mentioned mileage reimbursement to the parents.

/sb



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**  
DFS/14-15 - 68

M E M O R A N D U M

TO: Marc Ecker, Superintendent  
FROM: Scott R. Martin, Director, Fiscal Services  
SUBJECT: **AGREEMENT FOR SPECIAL SERVICES WITH SCHOOL SERVICES OF CALIFORNIA**  
DATE: July 15, 2014

---

**BACKGROUND**

School Services of California provide fiscal services to California Public Schools. School Services serves approximately 435 school agencies annually. The agreement includes annual fiscal reports containing information on school finance, budgets and practices and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.

Twelve (12) hours of annual contract service is also included in the membership fee. Local Control Funding Formula resources are also offered to member districts. Participation at School Services workshops are offered at a lower expense. The annual membership fee is \$3,420, payable at \$275 per month, plus expenses, for the services listed in Item 1 of the contract, upon billings from Consultant.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Agreement for Special Services with School Services of California, Inc., for the period of one year, beginning August 1, 2014 and ending July 31, 2015, and authorize the Superintendent or designee to sign all documents.

cl

Client # 0008300 / S15

P.O.# *I 2010297*

**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal and Management Information Services

This is an agreement between the **FOUNTAIN VALLEY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of August 1, 2014.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

**WHEREAS**, the Consultant, is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

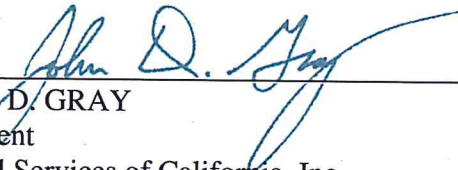
1. Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
  - b. Unlimited access to the Consultant's online workshops, which include:
    - i. Fiscal Aspects of Negotiations
    - ii. Fiscal Implications of School District Reorganization
    - iii. Associate Student Body
    - iv. Attendance Accounting
  - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
  - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress

- e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
  - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate
  - g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a "quick query" service to provide telephone response to specific fiscal or mandate questions of the Client. Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; or major customized research projects or studies.
3. The Client agrees to pay to Consultant for services rendered under this Agreement:
- a. \$3,420 annually, plus expenses, or payable at \$285 per month, plus expenses, upon receipt of a billing from Consultant
  - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials

4. This Agreement shall be for the period of one year, beginning August 1, 2014, and terminating July 31, 2015. This Agreement may be terminated prior to July 31, 2015 by either party on thirty (30) days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.
5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Fountain Valley School District

BY:  \_\_\_\_\_ DATE: June 18, 2014  
JOHN D. GRAY  
President  
School Services of California, Inc.

**ADDENDUM A  
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California, Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page is the **CADIE** and **SABRE** order form.

The Comparative Analysis of **District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district's revenues and expenses to those of 40 other districts of your choice throughout the state. (Two reports with 20 districts in each). Well over 300 comparisons are made using Standardized Account Code Structure and California Basic Educational Data System data available from the California Department of Education (CDE).

The **CADIE** includes comparative graphic data showing expenditures by average daily attendance (ADA), tabular information showing per ADA and percentage distribution of district revenue and expenses, and staffing levels for certificated and classified nonmanagement and administrative personnel, as well as historical data.

The **Salary And Benefits Report (SABRE)** is generated from the CDE's Certificated Teachers Salary and Benefit data (Form J-90) and compares your district's certificated nonmanagement salary and benefits schedule with those of 40 other districts of your choice. (Two reports with 20 districts in each).

The **SABRE** includes comparative tables and graphic displays for salaries, benefits, and total compensation. It also includes the actual salary and benefit schedules for the selected districts, as well as comparisons of entry level, average, and maximum salaries in ranking order and with historical comparisons.

The analytical uses of the **CADIE** or **SABRE** reports are unlimited. If these products are needed for negotiations, they are claimable as a mandated cost reimbursement—with the exception of local educational agencies opting into the mandate block grant.

Please check the appropriate items below:

<input type="checkbox"/> <b>CADIE Only</b>	<b>\$400</b>	<input checked="" type="checkbox"/>	Use the same districts as last year	<input type="checkbox"/>	Current year* 2012-13
<input type="checkbox"/> <b>SABRE Only</b>	<b>\$250</b>	<input type="checkbox"/>	Use districts of similar type and size	<input type="checkbox"/>	Next year** 2013-14
<input checked="" type="checkbox"/> <b>CADIE &amp; SABRE</b>	<b>\$600</b>	<input type="checkbox"/>	Call me to discuss comparative group		

\*Reports are a year behind as the data is released by the CDE.

\*\*Next year: SABRE will be released in December 2014, CADIE will be released in May 2015.

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District Name: Fountain Valley School District  
Contact Name and Title: Scott R. Martin Director, Fiscal Services  
Address (no P.O. Boxes Please): 1055 Slater Ave  
Fountain Valley CA 92708  
Telephone with extension: 714-843-3249  
Email: martins@fvsd.us  
Signature: Scott R. Martin  
Print Name: Scott R. Martin Date: \_\_\_\_\_

By completing this Addendum and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.

**2013/2014**

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**

**CONFIDENTIAL MEMO**

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: July 09, 2014  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: July 24, 2014

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
146581-3043	Cornerstone Therapies	400.00	May 20, 2014 to June 30, 2014

Approved by the FVSD Board of Trustees  
July 24, 2014

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Marc Ecker, Ph.D.  
Superintendent

**2013/2014**

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**

**CONFIDENTIAL MEMO**

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: July 09, 2014  
Subject: **Non-Public School Contracts**

Board Meeting Date: July 24, 2014

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
1120702-3049	Del Sol School	330.00	June 02, 2014 to June 30, 2014

Approved by the FVSD Board of Trustees  
July 24, 2014

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Marc Ecker, Ph.D.  
Superintendent

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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

Date: 07-09-14 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 146581-3043 DOB \_\_\_\_\_  
 Last, First Middle : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

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

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - School	NPA	60.00 Minutes	100.00	4.00	400.00
1x30min/wk					

Maximum Total Related Services Costs (B) 400.00

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

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



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: May 20, 2014  
and terminates on 5:00 p.m. on: June 30, 2014  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: June 02, 2014  
and terminates on 5:00 p.m. on: June 30, 2014  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Del Sol School  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

5340 Myra Avenue, Suite A, Cypress, CA 90630  
(Address)

714-828-6409                      714-828-3400  
(Telephone Number)                      (FAX Number)

30-4251986  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

2014/2015

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: July 09, 2014  
Subject: **Non-Public Agency Contracts**

Board Meeting Date: July 24, 2014

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
863742-2964	Cornerstone Therapies	4,000.00	2014-07-01 to 2015-06-30
1221307-3046	Cornerstone Therapies	960.00	July 01, 2014 to June 30, 2015
1208722-3051	Cornerstone Therapies	960.00	July 01, 2014 to June 30, 2015
146581-3044	Cornerstone Therapies	2,000.00	July 01, 2014 to June 30, 2015
192157-3052	Dr. Perry Passaro	4,200.00	July 01, 2014 to June 30, 2015
351264-3047	Abby Rozenberg	270.00	July 01, 2014 to December 31, 2014
191454-3003	Behavior Solutions, Inc.	500.00	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees  
July 24, 2014

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Marc Ecker, Ph.D.  
Superintendent

**2014/2015**

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**

**CONFIDENTIAL MEMO**

To: FVSD Board Members  
From: Patrick J Middleton, Fiscal/MIS Manager  
West Orange County Consortium for Special Education  
Date: July 09, 2014  
Subject: **Non-Public School Contracts**

Board Meeting Date: July 24, 2014

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
1120702-3048	Del Sol School	4,400.00	July 01, 2014 to June 30, 2015
214262-3045	Mardan Center of Educational Therapy	35,432.00	2014-07-01 to 2015-06-30
191454-3004	Speech & Language Development Center	53,172.50	2014-07-01 to 2015-06-30

Approved by the FVSD Board of Trustees  
July 24, 2014

---

Marc Ecker, Ph.D.  
Superintendent



Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: 2014-07-01  
and terminates on 5:00 p.m. on: 2015-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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

Date: 07-09-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 1221307-3046 DOB \_\_\_\_\_  
 Last, First Middle :

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

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street City Zip

CONTRACT TERMS:

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

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
----------------	------------	-----------------------------

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Assessments/Testing/Evaluations (RATE)	NPA	60.00 Minutes	225.00	2.00	450.00
PT Eval					
2. Assessments/Testing/Evaluations (RATE)	NPA	60.00 Minutes	85.00	6.00	510.00
PT Eval					

Maximum Total Related Services Costs (B) 960.00

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

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



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: July 01, 2014  
and terminates on 5:00 p.m. on: June 30, 2015  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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

Date: 07-09-14 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Cornerstone Therapies  
 Pupil Name: 1208722-3051 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

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

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Assessments/Testing/Evaluations (RATE)	NPA	60.00 Minutes	225.00	2.00	450.00
PT Eval					
2. Assessments/Testing/Evaluations (RATE)	NPA	60.00 Minutes	85.00	6.00	510.00
PT Eval					

Maximum Total Related Services Costs (B) 960.00

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

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: July 01, 2014  
and terminates on 5:00 p.m. on: June 30, 2015  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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

Date: 07-09-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Cornerstone Therapies

Pupil Name: 146581-3044 DOB \_\_\_\_\_  
 Last, First Middle :

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

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street City Zip

CONTRACT TERMS:

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

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

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Physical Therapy - School	NPA	60.00 Minutes	100.00	20.00	2,000.00
1x30min/wk					

Maximum Total Related Services Costs (B) 2,000.00

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

Maximum Per Diem for Basic Education

### INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of July, 20 14, by and between Dr. Perry Passaro hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

**To provide an Independent Educational Evaluation/Psyco Educational Assessment to 192157-3052.**

2. The Independent Contractor will commence providing services under this AGREEMENT on July 1 20 14, and will diligently perform as required and complete performance by June 30 20 15. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The District shall pay the Independent Contract **A total not to exceed \$4,200 for Independent Educational Evaluation/Psyco Educational Assessment Services** for services pursuant to this AGREEMENT Payment shall be made **upon receipt of an invoice**.  
Independent Contractor shall submit an invoice to the District 30 days in advance of each payment due date.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
  - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
  - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

**INDEPENDENT CONTRACTOR AGREEMENT**  
Page Two

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

- 7. The AGREEMENT is not assignable without written consent of the parties hereto.
- 8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
- 9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
- 10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
- 11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOFF, The parties hereto have caused this AGREEMENT to be executed.

**INDEPENDENT CONTRACTOR**

**FOUNTAIN VALLEY  
SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Dr. Perry Passaro**  
\_\_\_\_\_  
Printed Name

Marc Ecker, Ph.D.  
Superintendent  
10055 Slater Ave.  
Fountain Valley, CA 92708

**1500 Quail St., Suite 250**  
\_\_\_\_\_  
Address

**Newport Beach, CA 92660**  
\_\_\_\_\_  
City, State, Zip

**949-222-2848**                      **949-863-1148**  
\_\_\_\_\_  
Phone No.                              FAX No.

**20-4992688**  
\_\_\_\_\_  
Federal ID for business/Social Security No. for individuals

\_\_\_\_\_  
Date  
DrPerryPassaro\_Contract

\_\_\_\_\_  
Date

## WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

### INDEPENDENT EDUCATIONAL EVALUATIONS Definitions and Procedures

“*Independent Educational Evaluation (IEE)*” means an evaluation conducted by a qualified examiner who is not employed by the District.

“*Public Expense*” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

#### PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCSE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCSE IEE Definitions and Procedures, IEE

Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent's time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District's assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

#### PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

**It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.**

#### IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;



3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

#### IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

#### RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

#### COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

#### GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

Contract Year: 2014/2015

HBUHSD Contract No: 3052 Appendix A  
Please refer to this number on all correspondence, invoices, etc.

#### PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

#### SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.

***WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA***

**INDEPENDENT EDUCATIONAL EVALUATIONS  
Criteria**

**IEE COMPONENTS:**

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

**COST LIMITATIONS:**

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

**GEOGRAPHIC LIMITATIONS:**

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

**MINIMUM QUALIFICATIONS FOR EVALUATORS:**

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test-Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System-Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®–Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADS-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis-Kaplan Executive Function System (D-KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2), Test of Gross Motor Development, Second Edition (TGMD-2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children’s Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale & Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Credentialed or Licensed Speech/Language Pathologist
Visual Processing	Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test	School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist
Visual-Motor Integration	Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)	School Psychologist, Licensed Educational Psychologist
Vocational WOCCE IEE Criteria Revised June 2011	Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey	Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist



Contract Year: 2014/2015

HBUHSD Contract No: 3052 Appendix B  
Please refer to this number on all correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: July 01, 2014  
and terminates on 5:00 p.m. on: June 30, 2015  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648  
(Address)

714-962-6760                      714-962-5961  
(Telephone Number)                      (FAX Number)

33-0921156  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: July 01, 2014  
and terminates on 5:00 p.m. on: June 30, 2015  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Del Sol School  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

5340 Myra Avenue, Suite A, Cypress, CA 90630  
(Address)

714-828-6409                      714-828-3400  
(Telephone Number)                      (FAX Number)

30-4251986  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 07-09-14 Local Education Agency: Fountain Valley School District  
 Nonpublic School/Agency: Mardan Center of Educational Therapy  
 Pupil Name: 214262-3045 DOB \_\_\_\_\_  
 Last, First Middle \_\_\_\_\_ : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
3. The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days 206 x Per Diem 172.00 TOTAL BASIC EDUCATION COSTS 35,432.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
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Maximum Total Related Services Costs (B)	0.00
Maximum Total Basic Education and Related Services Costs (A + B)	35,432.00
Maximum Per Diem for Basic Education	172.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: 2014-07-01  
and terminates on 5:00 p.m. on: 2015-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Mardan Center of Educational Therapy  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

1 Osborn, Irvine, CA 92604  
(Address)

949-733-1500 949-733-9234  
(Telephone Number) (FAX Number)

95-2547940  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: July 01, 2014  
and terminates on 5:00 p.m. on: December 31, 2014  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Abby Rozenberg  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

8414 Lemon Ave., La Mesa, CA 91941  
(Address)

714-478-1141                      714-540-0742  
(Telephone Number)                      (FAX Number)

52-2450106  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
 (Education Code 56365 et seq.)

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Date: 07-09-14 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Behavior Solutions, Inc.

Pupil Name: 191454-3003 DOB \_\_\_\_\_  
 Last, First Middle :

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

Sex: \_\_\_\_\_ Grade: \_\_\_\_\_ Residential Setting (Indicate Home, Foster, JCS or LCI): Home  
 (K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: \_\_\_\_\_ Home Phn: \_\_\_\_\_ Cell Phn: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Street City Zip

CONTRACT TERMS:

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

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention Services	NPA	180.00 Minutes	250.00	2.00	500.00
1x30/mo					

Maximum Total Related Services Costs (B) 500.00

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

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: 2014-07-01  
and terminates on 5:00 p.m. on: 2015-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.  
\_\_\_\_\_  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
\_\_\_\_\_  
(Name of School District)

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

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

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

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

25795 Via Lomas #190, Laguna Hills, CA 92653  
\_\_\_\_\_  
(Address)

949-460-6184 949-448-8393  
\_\_\_\_\_  
(Telephone Number) (FAX Number)

33-0752909  
\_\_\_\_\_  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_



INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES  
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Other Provisions (attachments as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

This contract is effective on: 2014-07-01  
and terminates on 5:00 p.m. on: 2015-06-30  
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center  
(Name of Nonpublic School/Agency)

Fountain Valley School District  
(Name of School District)

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

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

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

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

8699 Holder, Buena Park, CA 90620  
(Address)

714-821-3620                      714-821-5683  
(Telephone Number)                      (FAX Number)

95-2162129  
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_