



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

August 14, 2014

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

M ___
 2nd ___
 V ___

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

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

BOARD DISCUSSION AND STAFF REPORTS

1. BOARD INTERESTS FOR 2014-15

The Board of Trustees will discuss and review its' 2014-15 board interests.

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.

2. FCMAT SPECIAL EDUCATION STUDY AND RECOMMENDATIONS

The staff will provide an overview and analysis of the study and recommendations made by the Fiscal Crisis and Management Assistance Team.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

3. PUBLIC HEARING FOR CAPITAL FACILITIES ACCOUNT FUND / DEVELOPER FEES

A public hearing shall be held for the purpose of receiving public comment for the Capital Facilities Account Fund/Developer Fees. Public input is welcomed.

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

- 4. REVISION TO BOARD POLICY 4020: SCHOOL PLANS/SITE COUNCILS (SECOND READING AND ADOPTION)** M ___
2nd ___
V ___

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

5. REVISION TO BOARD POLICY 6162.6 USE OF COPYRIGHTED MATERIALS (FIRST READING) M ___

2nd ___
V ___

Superintendent's Recommendation: It is recommended that revisions to Board Policy 6162.6 Use of Copyrighted Materials be approved for first reading, with necessary changes as indicated by the Board of Trustees.

6. REVISION TO BP 1312.3 UNIFORM COMPLAINT PROCEDURES (SECOND READING) M ___

2nd ___
V ___

Superintendent's Recommendation: It is recommended that revisions to Board Policy 1312.3 Uniform Complaint Procedures be approved by the Board of Trustees.

7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS M ___

2nd ___
V ___

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

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

Routine Items of Business

- 7-A.** Board Meeting Minutes from the June 16th special meeting and July 24th regular meeting
- 7-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C.** Warrants
- 7-D.** Purchase Order Listing
- 7-E.** Budget Adjustments

Consent Items

7-F. CAPITAL FACILITIES FUND / DEVELOPER FEES

Superintendent's Comments: It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund income to expenditures.

7-G. AGREEMENT FOR PROFESSIONAL SERVICES WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Superintendent's Comments: It is recommended that the Board of Trustees approve the three year agreement for legal services with Atkinson, Andelson, Loya, Ruud & Romo, and authorize the Superintendent or designee to sign all documents.

7-H. APPROVAL OF LEASE ADDENDUMS FOR MODULAR CLASSROOMS

Superintendent's Comments: It is recommended that the Board of Trustees approve the lease addendums extending the term of these leases thru June 30, 2015 and authorize the Superintendent or his designee to sign all documents.

7-I. MANDATE BLOCK GRANT

Superintendent's Comments: It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2014/15 fiscal year and authorize the Superintendent or his designee to sign all documents.

7-J. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: Approval by the Board of Trustees is recommended to approve the above mentioned services and legal fees.

7-K. APPROVAL OF THE CONTRACT WITH NAI CAPITAL, INC. FOR BROKER SERVICES IN THE LEASING OF THE FORMER MOIOLA SCHOOL SITE

Superintendent's Comments: It is recommended that the Board of Trustees approve the contract with NAI Capital, Inc. for broker services in the leasing of the former Moiola School Site.

7-L. DISTRICT FIELD TRIP LIST 2014-2015

Superintendent's Comments: It is recommended that the Board of Trustees approve the District field trip list for the 2014-2015 school year.

7-M. CONTRACT FOR SERVICES BETWEEN ORANGE COUNTY DEPARTMENT OF EDUCATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR COMMON CORE MATH STANDARDS PROFESSIONAL DEVELOPMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the District field trip list for the 2014-2015 school year.

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, September 4, 2014 at 7:00pm.

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

Board meeting proceedings are tape recorded.

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

To: Board of Trustees
From: Marc Ecker, Superintendent
Re: Staff Written Report-Goals and Board Interests
Date: August 5, 2014

Board Interests

Listed below is any overview of our work on the four adopted Board Interests from 2013-14. The Board had an opportunity to see this overview at our last Board meeting on July 24th.

Question

Does the Board wish to identify any of the interests below as a continuing interest for 2014-15 or replace any of these with a new interest?

1. The Board's first interest in 2013-14 dealt with advancing 21st 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.

District Goals

Staff has reviewed the 2014-15 LCAP Goals, blending in many of our adopted district goals into the Local Control Accountability Plan. The LCAP has incorporated our instruction objectives, and to some degree goals, within the personnel and business divisions.

Question

Does the Board have a desire to identify any focus area not included in the LCAP for specific District concentration?

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
DATE: August 14, 2014
SUBJECT: **STAFF REPORT OF THE FCMAT SPECIAL EDUCATION STUDY AND
RECOMMENDATIONS**

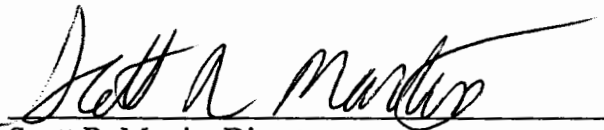
BACKGROUND

In February, a team from Fiscal Crisis & Management Assistance Team (FCMAT) conducted an in-depth study of the District's Special Education Program. After reviewing District documents, procedures and meeting with staff across many areas, the team published a report which included recommended areas of focus. District staff will review the recommendations and planned implementations outlined in the FCMAT report.

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, August 14, 2014 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees.

FOUNTAIN VALLEY SCHOOL DISTRICT



Scott R. Martin, Director
Fiscal Services



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: August 5, 2014

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

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 second reading and adoption, with necessary changes as indicated by the Board of Trustees.

SCHOOL PLANS/SITE COUNCILS

Philosophy, Goals, Objectives and Comprehensive Plans

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)

Single Plan for Student Achievement

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 [52055.755](#), [64001](#))

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

(cf. [0450](#) - Comprehensive Safety Plan)

(cf. [0520.2](#) – Title I Program Improvement Schools)

(cf. [0520.4](#) – Quality Education Investment Schools)

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

(cf. [1431](#) - Waivers)

(cf. [3513.3](#) - Tobacco-Free Schools)

(cf. [4131](#) - Staff Development)

(cf. [5147](#) – Dropout Prevention)

(cf. 6020 – Parent Involvement)

(cf. [6142.91](#) - Reading/Language Arts Instruction)

(cf. [6151](#) – Class Size)

(cf. [6164.2](#) - Counseling/Guidance Services)

(cf. [6171](#) - Title I Programs)

(cf. [6174](#) - Education for English Language Learners)

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

Whenever feasible, any other school plan may be incorporated into the SPSA. (Education Code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it 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 revision.

The Board shall review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in these categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under

SCHOOL PLANS/SITE COUNCILS

federal law, the SPSA 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.

Legal Reference:

EDUCATION CODE

52-53 Designation of schools

[33133](#) *Information guide for school site councils*

[35147](#) *Open meeting laws exceptions*

[41500-41573](#) *Categorical education block grants*

[52055.700-52055.770](#) *Quality Education Investment Act*

[52176](#) *Advisory committees*

[52500-52617](#) *Adult education*

[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*

[56000-56885](#) *Special education*

[64000](#) *Categorical programs included in consolidated application*

[64001](#) *Single school plan for student achievement, consolidated application programs*

HEALTH AND SAFETY CODE

[104420](#) *Tobacco use prevention*

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

WEST ED PUBLICATIONS

California Healthy Kids Survey

SCHOOL PLANS/SITE COUNCILS

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>

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 [52852](#), [64001](#))

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

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

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel chosen by the school's other personnel
4. 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 parent/guardian representatives. For secondary school site councils, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code [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 [52176](#), [52870](#), [54425](#); 5 CCR [3932](#))

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 [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 [52055.755](#), [64001](#))

(cf. [0450](#) - *Comprehensive Safety Plan*)
 (cf. [0520.4](#) - *Quality Education Investment Schools*)
 (cf. [1431](#) - *Waivers*)
 (cf. [3513.3](#) - *Tobacco-Free Schools*)
 (cf. [4131](#) - *Staff Development*)
 (cf. [5147](#) - *Dropout Prevention*)
 (cf. [6020](#) - *Parent Involvement*)
 (cf. [6142.91](#) - *Reading/Language Arts Instruction*)
 (cf. [6151](#) - *Class Sizes*)
 (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 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 SPSA shall, at a minimum: (Education Code [64001](#))

1. Address how funds provided to the school through specified 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 means of evaluating the school’s progress toward accomplishing those goals
3. Identify how state and federal law governing these programs will be implemented

SCHOOL PLANS/SITE COUNCILS

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

In developing or revising the SPSA, the school site council shall:

1. 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. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.
3. 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.
4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

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.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefler, Director, Assessment and Accountability

DATE: August 5, 2014

SUBJECT: **Revision to Board Policy 6162.6 Use of Copyrighted Materials (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 6162.6: Use of Copyrighted Materials was updated to reflect a new court decision (Cambridge University Press v. Becker) reaffirming that federal criteria for determining "fair use" of copyrighted material must be weighed together on a case-by-case basis and do not exclude consideration of other factors. The policy also adds language defining categories of works that may be copyrighted, stating the need to get permission to use a copyrighted work unless the criteria for fair use or another exception are met, and prohibiting students from copying and distributing copyrighted works.

The administrative regulation was reorganized and expanded to reflect (1) the need to seek permission of the copyright holder before widely distributing a copyrighted work through a web site or other method of communications accessible to the public; (2) the four factors specified in law that must be considered when determining whether an intended use of a copyrighted work meets criteria for "fair use," as clarified by Cambridge University Press v. Becker; and (3) an exception in federal law pertaining to performance or display of copyrighted works (e.g., motion picture or other audiovisual work) in the course of face-to-face instruction. The regulation was also revised to include information about identifying the holder of a copyright and to more directly reflect nonbinding guidelines for copying text, sheet or recorded music, and television programming as stated in U.S. Copyright Office guidance.

Recommendation:

It is recommended that revisions to Board Policy 6162.6 Use of Copyrighted Materials be approved for first reading, with necessary changes as indicated by the Board of Trustees.

USE OF COPYRIGHTED MATERIALS

~~The Board of Trustees recognizes the importance of ensuring that the District complies with federal law regarding copyrights. District staff and students are expected to maintain the highest ethical standards in using copyrighted materials.~~

~~(cf. 1113—District and School Web Sites)~~

~~(cf. 4119.21/4219.21/4319.21—Professional Standards)~~

~~(cf. 6163.1—Library Media Centers)~~

The Governing Board recognizes that district staff and students may use a variety of copyrighted materials in the educational program and other district operations. When such materials have not been purchased by the district for the intended use, the Board expects staff and students to respect the protections afforded by federal law to the copyright owners of those materials and respect any limitations by the copyright holder to the license of such materials.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 4040 - Employee Use of Technology)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 4132/4232/4332 - Publication or Creation of Materials)

(cf. 5131.9 - Academic Honesty)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

~~When selecting appropriate supplementary instructional materials, it is each staff member's responsibility to adhere to the provisions of federal copyright law, Board policy, and administrative regulation. The District shall not be responsible for any violation of copyright laws by its staff or students. If a staff member is uncertain as to whether reproducing or using copyrighted material complies with the law, he/she shall contact the Superintendent or designee for clarification and assistance. At no time shall it be necessary for a District employee to violate copyright laws in order to perform his/her duties.~~

~~(cf. 4040—Employee Use of Technology)~~

~~(cf. 4119.1/4219.1/4319.1—Civil and Legal Rights)~~

~~(cf. 6161—Equipment, Books and Materials)~~

~~(cf. 6161.11—Supplementary Instructional Materials)~~

~~The Superintendent or designee shall ensure that the District observes all publisher licensing agreements between vendors and the District, including monitoring the number of users permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single program, the District shall not make multiple copies of a computer program or software. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.~~

USE OF COPYRIGHTED MATERIALS

(cf. 0440—District Technology Plan)
(cf. 3300—Expenditures and Purchases)
(cf. 3312—Contracts)
(cf. 6163.4—Student Use of Technology)

Any literary, musical, dramatic, choreographic, pictorial, graphic, sculptural, audiovisual or motion picture, sound, architectural, or other original work shall be assumed to be a copyrighted work, regardless of whether the work appears in print, audio, video, electronic, or other fixed and tangible form.

Before reproducing a copyrighted material for instructional or other district purposes, a staff member shall determine if the material is in the public domain or if the intended use of the material meets the criteria for fair use or another exception pursuant to 17 USC 107-122. If the material is not in the public domain or no recognized exception applies, the staff member shall seek permission of the copyright holder before using the material.

The Superintendent or designee shall inform staff that inclusion of an attribution citing the author and source of a copyrighted material does not absolve the staff member from the responsibility to either obtain permission or satisfy criteria for fair use or another exception.

If a staff member is uncertain as to whether the intended use of the material meets the criteria for fair use or another exception, he/she shall take the safest course and seek permission from the copyright holder to use the material or, if it is impracticable to obtain permission, shall contact the Superintendent or designee for clarification and assistance.

Students shall not copy or distribute copyrighted works to others. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.

(cf. 3300 - Expenditures and Purchases)
(cf. 3312 - Contracts)
(cf. 6163.4 - Student Use of Technology)

The Superintendent or designee shall ensure that staff and students receive information and training about copyright laws and the penalties for violating such laws.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Legal Reference:

EDUCATION CODE
35182 Computer software

USE OF COPYRIGHTED MATERIALS

UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright, especially:

102 Definitions

106 Copyright protection

107 Fair use of copyrighted works

110 Limitations on exclusive rights: Exemption of certain performances and displays

504 Penalties for copyright infringement

COURT DECISIONS

Cambridge University Press et al. v. Becker et al. (N.D. Ga. 2012) 863 F.Supp.2d 1190

Campbell v. Acuff-Rose Music, Inc., (1994) 510 U.S. 569

Marcus v. Rowley, (9th Cir., 1982) 695 F.2d 1171

Management Resources:

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Copyright Law: Do Schools Need a License to Show a Movie?, School Law Review, July 2010

U.S. COPYRIGHT OFFICE PUBLICATIONS

Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, 1995-rev. 2009

Circular 22: How to Investigate the Copyright Status of a Work, rev. 2013

Circular 23: The Copyright Card Catalog and the Online Files of the Copyright Office, rev. 2012

WEB SITES

~~Copyright Clearance Center: <http://www.copyright.com>~~

Copyright Society of the USA: <http://www.csusa.org>

National School Boards Association: <http://www.nsba.org>

University of California, Copyright Education:

<http://copyright.universityofcalifornia.edu/usingcopyrightedworks.html>

U.S. Copyright Office: <http://www.copyright.gov>

USE OF COPYRIGHTED MATERIALS

~~Each employee making a reproduction shall first determine whether the copying is permitted by law based on the guidelines below. If the copying is not permitted according to these guidelines, the principal/designee may request permission to reproduce the material from its copyright holders.~~

~~Requests for permission to use copyrighted materials shall include the following information:~~

Prior to reproducing, distributing, displaying, posting, performing, or otherwise using a copyrighted material for an instructional purpose or in the course of other district business, district staff shall determine whether it is necessary to request permission of the copyright holder. Unless the staff member is reasonably certain that the material is in the public domain or the intended use meets the criteria for an exception specified in 17 USC 107-122 and this administrative regulation, he/she shall either obtain permission from the copyright holder or avoid use of the material. In addition, permission of the copyright holder shall be requested whenever district staff intend to publicly disseminate a copyrighted work, such as by posting on the district or school web site or using another method of communications accessible to the public.

- (cf. 1113 - District and School Web Sites)**
- (cf. 1114 - District-Sponsored Social Media)**
- (cf. 4040 - Employee Use of Technology)**
- (cf. 4119.21/4219.21/4319.21 - Professional Standards)**
- (cf. 4132/4232/4332 - Publication or Creation of Materials)**
- (cf. 5131.9 - Academic Honesty)**
- (cf. 6141 - Curriculum Development and Evaluation)**
- (cf. 6161.1 - Selection and Evaluation of Instructional Materials)**
- (cf. 6161.11 - Supplementary Instructional Materials)**
- (cf. 6163.1 - Library Media Centers)**

Any reproduction or other use of a copyrighted work shall include the copyright notice.

District staff shall not reproduce and distribute copyrighted works of any type in any of the following circumstances:

- 1. When the copyrighted work is a "consumable" work such as a workbook, standardized test, answer sheet, or similar material**
- 2. To substitute for the purchase of the work**
- 3. To create, replace, or substitute for anthologies or collective works**

USE OF COPYRIGHTED MATERIALS

Request for Permission to Use Copyrighted Material

As necessary, district staff desiring to use a copyrighted material shall identify and contact the copyright holder to request permission to use the material. The request shall include the following information:

1. Title, author(s), editor(s) or publisher, producer(s) or distributor.
2. Edition, copyright and/or production year.
3. Exact amount of material to be used (~~i.e., lines, pages, running time, etc.~~), **such as the number of lines, pages, or chapters or percentage of the work.**
4. Nature of the use (~~i.e., how many times, when and with whom the material will be used~~), **such as the course in which it will be used, the grade level of the students, the number of students, and the frequency of use.**
5. Number of copies to be made.
6. ~~How the material will be reproduced.~~
7. ~~If an initial contact was made by phone, the request shall also include the name of the initial contact person.~~

~~The following guidelines differentiate between permitted and prohibited uses of printed material, sheet and recorded music, videotapes, films, filmstrips or slide programs, off-air taping (radio or television), and computer software.~~

If the copyright holder requires a fee to grant permission, district staff shall seek approval from the Superintendent or designee prior to incurring the cost.

Criteria for Fair Use

- 1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes**
- 2. The nature of the copyrighted work**
- 3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole**
- 4. The effect of the use upon the potential market for or value of the copyrighted work**

USE OF COPYRIGHTED MATERIALS

Any determination of fair use shall weigh together all the factors specified in items #1-4 above in addition to any applicable guidelines presented in this administrative regulation for specific types of copyrighted works.

Guidelines for Copying Text

PRINTED MATERIALS

Permitted Uses:

Staff may reproduce text from a copyrighted work from a printed resource, the Internet, or other source, without permission from the copyright holder, under the following conditions:

1. ~~Single copies at the request of an individual teacher:~~
 - a. ~~— A chapter of a book.~~
 - b. ~~— An article from a magazine or newspaper.~~
 - c. ~~— A short story, short essay or short poem, whether or not from a collective work.~~
 - d. ~~— A chart, graph, diagram, drawing, cartoon or a picture from a book, magazine or newspaper.~~

A single copy of a chapter of a book, article from a periodical or newspaper, short story, short essay, short poem, chart, graph, diagram, drawing, cartoon, or picture may be made by or for a teacher for his/her scholarly research or use in teaching or preparation to teach a class.

2. ~~Multiple copies at the request of an individual teacher for classroom use, not to exceed one copy per student in a course;~~ **may be made by or for a teacher for classroom use or discussion, provided that:**
 - a. ~~— A complete poem if less than 250 words and if printed on not more than two pages.~~
 - b. ~~— An excerpt from a longer poem, not to exceed 250 words.~~
 - c. ~~— A complete article, story or essay of less than 2,500 words.~~

USE OF COPYRIGHTED MATERIALS

- ~~d. — An excerpt from a larger prose work not to exceed ten percent of the whole or 1,000 words, whichever is less, but in any event a minimum of 500 words.~~
- ~~e. — One chart, graph, diagram, cartoon or picture per book or magazine issue.~~

~~All preceding copies must bear the copyright notice. They may be made only at the discretion of the individual teacher on occasions when a delay to request permission would preclude their most effective instructional use.~~

a. The amount to be copied does not exceed:

- (1) 250 words for a complete poem or excerpt from a poem**
- (2) 2,500 words for a complete article, story, or essay**
- (3) 1,000 words or 10 percent of the whole (with a minimum of 500 words), whichever is less, for an excerpt from a larger prose work**
- (4) One illustration (e.g., chart, graph, diagram, cartoon, or picture) per book or periodical issue**

b. The copying is for only one course in the school.

c. With the exception of newspapers and other news periodicals, not more than one work is copied from the same author per term, not more than three works are copied from the same collective work or periodical volume per term, and there are no more than nine instances of multiple copying per course per term.

d. A delay to request permission from the copyright holder would preclude the most effective instructional use of the material.

Prohibited Uses:

- ~~1. — Copying more than one work or two excerpts from a single author during one class term.~~
- ~~2. — Copying more than three works from a collective work or periodical volume during one class term.~~
- ~~3. — Copying materials for more than one course in the school where the copies are made.~~
- ~~4. — More than nine sets of multiple copies for distribution to students in one class term.~~

USE OF COPYRIGHTED MATERIALS

- ~~5. Copying used to create, replace or substitute for anthologies or collective works.~~
- ~~6. Copying of "consumable" works such as workbooks, standardized tests, answer sheets, etc.~~
- ~~7. Copying that substitutes for the purchase of books, publishers' reprints or periodicals.~~
- ~~8. Repeated copying of the same item by the same teacher from term to term.~~

~~The above prohibitions do not apply to current news magazines and newspapers.~~

~~SHEET AND RECORDED MUSIC~~

Guidelines for Reproducing Sheet and Recorded Music

~~Permitted Uses:~~

District staff may reproduce sheet music and recorded music without permission from the copyright holder under the following conditions:

- ~~1. Emergency copies for an imminent performance are permitted, provided they are replacing purchased copies and replacement is planned.~~
- ~~2. Multiple copies (one per student) of excerpts not constituting an entire performable unit or more than ten percent of the total work may be made for academic purposes other than performances.~~
- ~~3. Purchased sheet music may be edited or simplified provided the character of the work is not distorted or lyrics added or altered.~~
- ~~4. A single copy of a recorded performance by students may be retained by the district or individual teacher for evaluation or rehearsal purposes.~~
- ~~5. A single copy of recordings of copyrighted music owned by the district or individual teacher may be made and retained for the purpose of constructing exercises or examinations.~~
- ~~6. A single copy of an excerpt that constitutes an entire performable unit (i.e., a movement or aria) may be made, provided it is either:~~

~~(1) Confirmed by the copyright proprietor to be out of print, or~~

USE OF COPYRIGHTED MATERIALS

- ~~(2) Unavailable except in a larger work. This may be done by or for a teacher only for scholarly research or in preparation for teaching a class.~~
- ~~7. A single copy of a portion of a sound recording may be made by or for a student, i.e., a song from a record, but not the entire recording. The copy may be used in the educational context in which it was made and may not be sold or performed for profit.~~
- 1. Emergency copies may be made when purchased copies needed for an imminent performance are not available, provided that replacement copies shall be purchased in due course.**
 - 2. Single or multiple copies of excerpts of works may be made for academic purposes other than performances, provided that the excerpt does not constitute an entire performable unit (e.g., a section, movement, or aria), no more than 10 percent of the total work is used, and the number of copies made does not exceed one per student.**
 - 3. Printed copies that have been purchased may be edited or simplified provided that the character of the work is not distorted and lyrics are not added or altered.**
 - 4. A single copy of a recorded performance by students may be made for evaluation or rehearsal purposes.**
 - 5. A single copy of recordings of copyrighted music owned by the district or individual teacher may be made for the purpose of constructing exercises or examinations.**

Prohibited Uses:

- ~~1. Copying to replace or substitute for anthologies or collections.~~
- ~~2. Copying from works intended to be "consumable."~~
- ~~3. Copying for purposes of performance except as noted in an emergency.~~
- ~~4. Copying to substitute for purchase of music.~~
- ~~5. Copying without inclusion of copyright notice on the copy.~~
- ~~6. Duplication of tapes, unless reproduction rights were given at time of purchase.~~
- ~~7. Reproduction of musical works or conversion to another format, e.g. record to tape.~~

VIDEOTAPES, FILMS, FILMSTRIPS OR SLIDE PROGRAMS

USE OF COPYRIGHTED MATERIALS

Permitted Uses:

1. ~~A single copy of a portion of a copyrighted film or filmstrip may be made by a student for educational purposes if the material is owned by the school which the student attends.~~
2. ~~A single copy of a small portion of a videotape, film or filmstrip may be made by or for a teacher for scholarly or teaching purposes.~~
3. ~~Selected slides may be reproduced from a series if reproduction does not exceed 10% of the total or excerpt the essence of the work.~~
4. ~~A slide or overhead transparency series may be created from multiple sources as long as creation does not exceed 10% of photographs in one source (book, magazine, filmstrip, etc.). This may not be done when the source forbids photographic reproduction.~~
5. ~~A single overhead transparency may be created from a single page of a "consumable" workbook.~~
6. ~~Sections of a film may be excerpted for a local videotape (not to be shown over cable) if they do not exceed 10% of the total or excerpt the essence of the work. Extreme care must be exercised in copying a small portion of a videotape, film or filmstrip; small portions may contain the very essence of the material in question.~~

Prohibited Uses:

1. ~~Reproduction of an audiovisual work in its entirety.~~
2. ~~Conversion from one media format to another, e.g., film to videotape, unless permission is secured.~~
3. ~~No one is permitted to copy any portion of a videotape, film or filmstrip sent to the school for preview or rented or owned by another school or institution without the express written permission of the copyright holder. The copyright of a videotape or film governs its performance (showing) as well as the copying of it. It is permissible to show a film or video tape to students using closed circuit television if the system is confined to one building. Showing a film on videotape via closed circuit television outside the building is not permitted.~~

Guidelines for Performing or Displaying Copyrighted Works

USE OF COPYRIGHTED MATERIALS

In the course of face-to-face instruction in a classroom or similar place devoted to instruction, teachers or students may recite, render, play, dance, act, or show a copyrighted work either directly or by means of any device or process or, in the case of a motion picture or other audiovisual work, show its images in any sequence or to make the sounds accompanying it audible, provided that: (17 USC 101, 110)

- 1. The performance or display is given by means of a lawfully obtained copy of the work.**
- 2. The performance or display is made by, at the direction of, or under the actual supervision of a teacher as an integral part of a class session.**
- 3. The performance or display is directly related and of material assistance to the teaching content of the transmission.**
- 4. The transmission is limited to students enrolled in the course or to Governing Board members or employees as part of their official duties or employment.**
- 5. If the work is to be digitally transmitted, the district has applied technological protections that reasonably prevent retention of the work in accessible form for longer than the class session and the unauthorized further dissemination of the work.**

Any use of a motion picture or other audiovisual work outside the curriculum, such as for entertainment, a school or class reward, or a fundraiser, shall require permission from the copyright holder or a special viewing license.

~~RADIO--OFF-AIR TAPING~~

Permitted Uses:

- ~~1. A single copy of a small portion of a copyrighted radio program may be made by a student for educational purposes. Such a copy may not be sold or performed for profit.~~
- ~~2. Copies of broadcasts by national public radio may be made by district employees and retained for an indefinite period for educational purposes.~~

Prohibited Uses:

- ~~1. Copying broadcasts on commercial radio, except for copyrighted musical selections (see Sheet and Recorded Music), is governed by the same copyright laws that apply to off air taping of commercial television; however, there is no special provision allowing libraries to tape radio news programs.~~

USE OF COPYRIGHTED MATERIALS

~~TELEVISION – OFF-AIR TAPING~~

Permitted Uses:

- ~~1. A broadcast program may be recorded off air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a period not to exceed 45 days. All off air recordings shall be erased or destroyed at the end of the retention period. Broadcast programs are television programs transmitted for reception by the general public without charge.~~
- ~~2. Off air recordings may be used once by individual teachers in the course of relevant teaching activities and repeated once only when instructional reinforcement is necessary. These recordings may be shown in classrooms and similar places devoted to instruction within a single building, cluster, or campus, as well as in the homes of students receiving formalized home instruction, during the first ten consecutive school days in the 45 calendar day retention period.~~
- ~~3. Off air recordings may be made only at the request of individual teachers, for use by those teachers. No broadcast program may be recorded off air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.~~
- ~~4. A limited number of copies may be reproduced from each off air recording to meet the legitimate needs of teachers under these guidelines. Each such additional copy shall be subject to all provisions governing the original recording.~~
- ~~5. After the first ten consecutive school days, off air recordings may be used up to the end of the 45 calendar day retention period only for teacher evaluation purposes; i.e., to determine whether or not to include the broadcast program in the teaching curriculum; they may not be used for student exhibition or any other nonevaluation purpose without authorization.~~
- ~~6. All copies of off air recordings shall include the copyright notice on the broadcast programs as recorded.~~

Prohibited Uses:

- ~~1. Off air recording in anticipation of teacher requests.~~
- ~~2. Using the recording for instruction after the ten day use period.~~
- ~~3. Holding the recording for weeks or indefinitely because:~~

USE OF COPYRIGHTED MATERIALS

- a. ~~Units needing the program concepts are not taught within the ten-day use period.~~
 - b. ~~An interruption or technical problems delayed its use~~
 - c. ~~Another teacher wishes to use it, or for any other supposedly “legitimate” educational reason.~~
4. ~~On occasion a special notice is provided with some materials specifically prohibiting reproduction of any kind. Permission to use any part of such works must be secured in writing from the author or producer in accordance with this regulation.~~
 5. ~~Off-air recordings need not be used in their entirety, but the content of recorded programs may not be altered. Off-air recordings may not be physically or electronically combined or merged to constitute teaching anthologies or compilations.~~

Guidelines for Recording Broadcast Programming

Teachers may make recordings of television programs for use in a classroom for educational purposes under the following conditions:

- 1. Only programs provided to the public free of charge may be recorded and shown. Any use of programming from paid television services shall require permission of the copyright holder.**
- 2. The recording may be shown only during the first 10 consecutive school days after it is made. It may be used once by an individual teacher in the course of relevant teaching activities and may be repeated once only when instructional reinforcement is necessary.**
- 3. A limited number of copies may be reproduced from each recording to meet the legitimate needs of the teacher. Each copy shall be subject to all the provisions governing the original recording.**
- 4. The recording may be retained for 45 calendar days after it is made and then shall be erased or destroyed. However, after the first 10 consecutive school days, the recording may only be used for purposes of determining whether or not to include the broadcast program in the teaching curriculum. If the teacher decides to keep the program for use in the curriculum, he/she shall request permission from the copyright owner.**
- 5. Off-air recordings need not be used in their entirety, but the content of recorded programs may not be altered.**

SOFTWARE COPYRIGHT

USE OF COPYRIGHTED MATERIALS

Permitted Uses:

Copies of District-owned software may be made only when:

1. ~~The copy is needed as an essential step in using the computer program with a particular machine. This copy is to be used in no other way.~~
2. ~~The copy is used for archival or "backup" purposes. This copy may be held only as a file copy and must be destroyed when the program is no longer rightfully owned by the District unless the copyright owner authorizes its sale, lease or transfer as part of the sale, lease or transfer of the original program. (17 USC 117).~~

Prohibited Uses:

1. ~~Copies of copyrighted programs may not be made for any purpose other than the two permitted above.~~
2. ~~When permission is obtained from the copyright holder to use software on a disk sharing system, efforts will be made to secure software from copying beyond its intended use.~~
3. ~~Illegal copies of copyrighted programs shall not be made or used on school equipment.~~

(cf. 4132—Publication or Creation of Materials)

Guidelines for Copying Computer Programs or Software

District staff shall observe all licensing agreements between vendors and the district, including monitoring the number of users permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single computer program or software, the district shall not make multiple copies.

**Copies of district-owned software may be made under either of the following conditions:
(17 USC 117)**

- 1. The copy is needed as an essential step in using the computer program with a particular machine.**
- 2. The copy is used for archival or "backup" purposes only. This copy may be held only as a file copy and must be destroyed in the event that continued possession of the program ceases to be rightful, unless the copyright owner authorizes its sale, lease, or transfer as part of the sale, lease, or transfer of the original program.**

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Regulation approved: ~~April 15, 2010~~

Fountain Valley, California



E. 6162.6 (a)

Fountain Valley School District

District Software/Copyright User Agreement

Copyright/Digital Copyright

Employees and students of the Fountain Valley School District are subject to the provisions of the Copyright Act of 1976 and Digital Copyright Act of 1998. Teachers, administrators, media specialists, support staff, and all other District personnel take an active role in assuring compliance with the United States copyright law and congressional guidelines. U.S. copyright laws protect most creative works, including books, computer software, music, film, and video.

The District does not sanction the illegal use or duplication of copyrighted materials in any form. Unlawful copies may not be produced or used on District equipment, within District facilities, or at District sponsored functions. Employees or students who knowingly and/or willingly violate the District's copyright policies do so at their own risk and may be required to reimburse the District for expenses incurred as the result of a violation.

The ~~District Technology Office and principals~~ **District and school administrators** are responsible for establishing procedures to ensure that offices and schools adhere to copyright law. These procedures should include informing students and staff members of District copyright policy and periodically reminding them of their rights and responsibilities. All school sites and work locations must keep a copy of their computer software license agreements on file.

Internet Copyright

Some computer software is available via the Internet. Downloaded or copyrighted software without a license is prohibited, just as unauthorized copying of CD/DVD media/software programs mentioned above. Some software programs are available free to the public. These are referred to as "freeware." Other software may be downloaded and used for a set period of time. These programs are referred to as "shareware" or "demos." Software with a trial period may be purchased online at the end of the trial period. While download of such programs is not a violation of this policy or the law, users must obtain prior written approval of the ~~network administrator (Technology Office)~~ **Technology Department** prior to the download and installation.

Copyright law protects all web sites unless stated otherwise on the site. This includes sites that do not include a copyright symbol. Duplicating a world wide web site, or portion of the site, is prohibited without explicit permission of the author. Pictures or text may not be used without the permission of the copyright owner.



E. 6162.6 (b)

District Software/Copyright User Agreement (continued)

Reference: *School District of Greenville County, P.O. Box 2848, Greenville, South Carolina*

Board Policies:

4040 Employee Use of Technology/Acceptable Use Policy

6162.6 Use of Copyrighted Materials

6162.7 Use of Technology in Instruction

6163.4 Student Use of Technology/Acceptable Use Policy

Computing and Software Use

Software will be used only in accordance with its license agreement. Unless otherwise provided in the license, any duplication of copyrighted software, except for backup and archival purposes by the Technology Department or designated department, is a violation of copyright law. In addition to violating copyright law, unauthorized duplication of software is contrary to the District's standards of conduct. The following points are to be followed to comply with software license agreements:

- All users must use all software in accordance with license agreements and the District's software regulation. All users acknowledge that they do not own this software or its related documentation and that, unless expressly authorized by the software publisher, they may not make additional copies except for archival purposes.
- Any person illegally reproducing software can be subject to civil and criminal penalties, including fines and imprisonment. ~~According to the U.S. Copyright Act, illegal reproduction of software is subject to civil damages of as much as U.S. \$250,000 per title infringed, and criminal penalties, including fines of as much as U.S. \$250,000 per title infringed and imprisonment of up to five years.~~ A District user who makes, acquires, or uses unauthorized copies of software will be disciplined as appropriate under the circumstances. The District does not condone the illegal duplication of software.
- No user will give software or fonts to any outsiders, including consultants, suppliers, contractors, and others. Under no circumstances will the District use software that has been brought in from any unauthorized location under the District's policy, including, but not limited to, the Internet, home, friends, and colleagues.
- Any user who determines that there may be a misuse of software within the District will notify the Director, **Technology Assessment and Accountability**, site principal, and/or division supervisor.



E 6162.6 (c)

District Software/Copyright User Agreement (continued)

- All software used by the District on District-owned computers will be purchased through appropriate procedures.
- Generally, District-owned software cannot be taken home and loaded on an employee's home computer if it also resides on a District computer. However, some software companies provide in their license agreements permission of home use under certain circumstances.
- Shareware software is copyrighted software that is distributed via the Internet. It is the policy of the District to pay shareware authors the fee that they specify for use of their product. Under this policy, acquisition and registration of shareware products will be handled the same as off-the-shelf commercial software products.

Handheld computing/communication devices (e.g., personal digital assistants [PDAs], smart phones, and other personal communication devices) that use any medium to synchronize, transmit, share, or access files on remote computer or server are permitted, with some limitations. ~~Synchronization with Microsoft Outlook calendars, contacts, messages, and notes is permitted.~~ The District is not responsible for damage, corruption, modification, and/or deletion of any personal data stored on any personally-owned handheld computing/communication device. Furthermore, the District makes no guarantees of service quality or access regarding handheld devices.

Computer equipment supplied by the District must not be altered or added to in any way (e.g., upgraded processor, expanded memory, or extra circuit boards) without prior knowledge and authorization from the Technology Department.

On District-supplied computer hardware, users must not change the operating system configuration or install new software. If such changes are required, they will be performed by Technology Department personnel only.

Employee Signature

Date

School/Location

Version: April 15, 2010



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
(SECOND READING)*
DATE: August 5, 2104

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.

RECOMMENDATION:

It is recommended that revisions to Board Policy 1312.3 Uniform Complaint Procedures be approved by the Board of Trustees.

UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district 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 complaint procedures.

The district shall 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)

Uniform complaint procedures shall also be used 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.

(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)

UNIFORM COMPLAINT PROCEDURES (continued)

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.

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 that process. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

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 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)

Legal Reference:

EDUCATION CODE

[200-262.4](#) *Prohibition of discrimination*

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

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

[18100-18203](#) *School libraries*

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURES (continued)

- [49060-49079](#) *Student records*
- [49490-49590](#) *Child nutrition programs*
- [52160-52178](#) *Bilingual education programs*
- [52300-52490](#) *Career technical education*
- [52500-52616.24](#) *Adult schools*
- [52800-52870](#) *School-based program coordination*
- [54000-54028](#) *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*
- [56000-56867](#) *Special education programs*
- [59000-59300](#) *Special schools and centers*
- [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*
- [4600-46](#) *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*

Management Resources:

WEB SITES

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

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

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

UNIFORM COMPLAINT PROCEDURES

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. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall 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)

UNIFORM COMPLAINT PROCEDURES (continued)

(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.
 - 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)

UNIFORM COMPLAINT PROCEDURES (continued)

Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with 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.

Step 1: Filing of Complaint

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

A complaint 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 it. The complaint 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 designee may extend the filing period for up to 90 calendar days. (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 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, district staff shall help him/her in the filing of the complaint. (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 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, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

UNIFORM COMPLAINT PROCEDURES (continued)

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. (5 CCR 4631)

Step 3: 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.

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. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and 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. (5 CCR 4631)

Step 4: Response

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

The district's decision shall be written in English and, when required by Education Code 48985, in the complainant's primary language.

For all complaints, this decision shall include:

1. The findings of fact based upon the evidence gathered

UNIFORM COMPLAINT PROCEDURES (continued)

2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective actions, if any are warranted
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

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 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)

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. (Education Code 49013; 5 CCR 4632)

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: (5 CCR 4633)

1. A copy of the original complaint

UNIFORM COMPLAINT PROCEDURES (continued)

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

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, 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 complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant 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. (Education Code 262.3)

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

E 1312.3(a)

The Board of Trustees recognizes that the district 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 complaint procedures.

The district shall 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.

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.

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. 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, 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 complaints alleging discrimination, harassment, intimidation, and bullying based on state law, a complainant 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. (Education Code 262.3)

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

June 16, 2014

MINUTES

President Edwards called the special meeting of the Board of Trustees to order at 3:00pm. CALL TO ORDER

The following board members were present: ROLL CALL

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

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

Second: Mr. Templin

Vote: 5-0

There were no requests to address the Board. PUBLIC COMMENTS

Mrs. Galindo led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

The Board of Trustees met with Leadership Associates and discussed the upcoming executive search process for the Fountain Valley School District. EXECUTIVE SEARCH CONSULTANTS FIRST MEETING WITH THE BOARD OF TRUSTEES

PUBLIC COMMENTS

There were no requests to address the Board. PUBLIC COMMENTS

CLOSED SESSION

Mrs. Edwards announced that the Board would retire into Closed Session. Action was not anticipated. **CLOSED SESSION**

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 5:32pm.

Second: Mrs. Crandall

Vote: Unanimously approved

/jd

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

July 24, 2014

MINUTES

President Edwards called the regular meeting of the Board of Trustees to order at 6:08 pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Mrs. Edwards noted the following addendum to the agenda with corrections to the support for item 3 and an addition to the support for item 7-B on the agenda:

AGENDA APPROVAL

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

Superintendent's Comments: It was recommended that the Board of Trustees approve the attached revision to the Public Disclosure of Collective Bargaining Agreement. The additional impact to the 2014-15 approved district budget as revised was \$85,012 in salary and \$17,010 in statutory benefits for a total of \$102,022.

7-B. Personnel Items

1.6 Assistant Superintendent, Personnel Requests
Approval of the Promotion of Teacher Mark Holman to

Assistant Principal, Talbert Middle School Effective
August 4, 2014.

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

Second: Mr. Templin

Vote: 5-0

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

PUBLIC COMMENTS

Mrs. Edwards announced that the Board would retire into Closed Session. Action is 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.
- 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.

The public portion of the meeting resumed at 7:22 pm.

PLEDGE OF ALLEGIANCE

Dr. Ecker led the Pledge of Allegiance.

Mrs. Edwards made the following Closed Session announcements:

CLOSED SESSION ANNOUNCEMENTS

In closed session, the governing board approved Jennifer Morgan as the new Principal of Talbert School, Kevin Johnson as the new Principal of Fulton School and Mark Holman as the new Assistant Principal of Talbert School.

STAFF REPORTS AND PRESENTATIONS

Superintendent, Marc Ecker, 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.

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

BOARD REPORTS AND COMMUNICATIONS

Mrs. Crandall congratulated the special education staff for a very successful Extended School Year Program at Newland, which she visited. Mrs. Crandall attended the Tri-Pointe Ribbon Cutting Ceremony, the unveiling of the renovated disaster bin at Masuda and the 50th anniversary of Fountain Valley Fire Department which had a power point presentation that included many photos of firefighters with our students relating to the services that they provide to our schools.

BOARD REPORTS AND COMMUNICATIONS

Mr. Templin apologized for not being at the last Board Meeting. He attended the Fulton promotion and commented on the great job the staff had provided.

Mr. Collins attended the Tri-Pointe Ribbon Cutting Ceremony, and visited Microsoft with Anne Silavs, Assistant Superintendent Curriculum.

Mrs. Galindo visited the Extended School Year Program at Newland and the Tri-Pointe Ribbon Cutting Ceremony.

Mrs. Edwards visited the Extended School Year Program at Newland and the Tri-Point Ribbon Cutting Ceremony.

PUBLIC HEARINGS

A public hearing was 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. There were no requests to address the Board and the hearing was closed.

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

PUBLIC COMMENTS

There was one request to address the Board. The new FVEA President introduced herself.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to approve the Public Disclosure of Collective Bargaining Agreement between Fountain Valley School District and CSEA Chapter #358 for the 2014-15 school year.

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

Second: Mr. Templin

Vote: 5-0

Motion: Mr. Collins moved to approve the Agreement between CSEA Chapter #358 and Fountain Valley School District.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mr. Collins moved to approve the revisions to Board Policy 4020 School Plans/Site Councils.

Second: Mr. Templin

Vote: 5-0

Motion: Mr. Templin moved to approve the revisions to Board Policy 1312.3 Uniform Complaint Procedures.

Second: Mr. Collins

Vote: 5-0

Motion: Mr. Collins moved to approve the Consent Calendar.

Second: Mr. Templin

Vote: 5-0

BETWEEN FVSD AND
CSEA CHAPTER #358
FOR 2014-15 SCHOOL
YEAR

AGREEMENT
BETWEEN CSEA
CHAPTER #358 AND
FOUNTAIN VALLEY
SCHOOL DISTRICT

REVISION TO BOARD
POLICY 4020:
SCHOOL PLANS/SITE
COUNCILS (FIRST
READING)

REVISION TO BOARD
POLICY 1312.3
UNIFORM
COMPLAINT
PROCEDURES (FIRST
READING)

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

The Consent Calendar included:

- Board Meeting Minutes from June 18th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Resolution 2014-30: Compensation for Board Member Jimmy Templin for missed Board meeting on June 18, 2014 due to illness
- Resolution 5015-06, State Preschool Program

- 2013-2014 Quarterly Report on Williams Uniform Complaints
- Resolution 2015-01: Authorization of Signatures on Replacement Warrants
- Resolution 2015-02: Appointment of Custodian of Revolving Cash Fund
- Resolution 2015-03: Authorization of Approval of Vendor Claims/Orders
- Resolution 2015-04: Authorization of Signatures
- Resolution 2015-05 Temporary Inter-und Transfer From Fund 40
- Authorization to Use Norwalk-La Mirada School District Dairy Bid (Bid #1314-2)
- Authorization to Use Santa Clarita School District Food Bid Frozen/Dry RFP #11-12-31012012-01
- Declaration of Surplus Property
- Record of Eighth Grade Promotion, June 2014
- Grant Agreement FCI-SD2-07 By and Between Children and Families Commission of Orange County and Fountain Valley School District
- Adoption and Purchase of the We Can Early Learning Curriculum
- Contract for Professional Development in the We Can Early Learning Curriculum
- Medi-Cal Administrative Activities (MAA) Participation Agreement
- Resolution 2015-07 Self-Insured Workers' Compensation Administration Agreement with Keenan and Associates
- Recommendation to Award Bid #14-03, "Newland-Parking Lot
- Recommendation to Award Bid #14-04, "Fulton Modulares-Site Work"
- Mileage Reimbursement to Parents
- Agreement for Special Services with Schools Services of California
- Non-Public Agency Contracts (Board Members Only)

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

- Dr. Ecker Congratulated new members of the management team, Kevin Johnson and Mark Holman. He also congratulated Jennifer Morgan on her promotion.
- Dr. Ecker Thanked Jill Richards for taking over as FVEA President.
- Dr. Ecker Commented on several of the street names in the Tri-Pointe Homes site which were named after teachers who taught in the school district. He stated that it is a great way to remember those teachers’ contributions.

CLOSED SESSION

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

ADJOURNMENT

- Motion:** Mrs. Crandall moved to adjourn the meeting at 7:41 pm.
- Second:** Mr. Templin
- Vote:** Unanimously approved

/jd

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 14, 2014**

1.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
1.1.1	Katz, Jessica	Fulton Middle School	Math Teacher	06/18/2014

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	Brown, Daniel	Maintenance	Electrician	08/04/2014
2.1.2	Arrelano, Elizabeth	Cox	Preschool Aide	09/03/2014

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Bieser, Kymberli	Fulton	IA SH/PH	Maternity	09/11/2014
2.2.2	Cuevas, Javier	Transportation	Bus Driver	Personal	09/03/2014

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE DECREASE IN HOURS OF CLASSIFIED EMPLOYEE RINA LUCCHESI FROM A 40 HOUR WEEK TO A 32 HOUR WEEK EFFECTIVE 09/01/2014.

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.4.1	Lockwood, Martha	Sr. Accounting ,Technician	District Office	09/26/2014

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

3.0 INDEPENDENT CONTRACTOR AGREEMENT:

3.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CHAPMAN UNIVERSITY SUPERVISED FIELDWORK AND STUDENT TEACHING AGREEMENT/SPEECH LANGUAGE PATHOLOGIST EFFECTIVE AUGUST 1, 2014 TO JULY 31, 2019.

FOUNTAIN VALLEY SCHOOL DISTRICT

BOARD MEETING AUGUST 14, 2014

TO: Christine Fullerton

FROM: Martha Lockwood

SUBJECT: Warrant Listing - Check Numk 66320 - 66489

DATES: 7/10/14 - 7/29/14

FUND 01	GENERAL FUND	\$493,176.82
FUND 12	CHILD DEVELOPMENT	\$13,005.26
FUND 13	CAFETERIA	\$121.58
FUND 25	CAPITAL FACILITIES	
FUND 40	SPECIAL RESERVE	\$15,154.62
FUND 68	WORKERS COMP	\$1,428.01
FUND 69	INSURANCE	\$305,189.86
TOTAL		\$828,076.15

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4037	WESTERN EXTERMINATOR	500.00	500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4038	SIMPLEXGRINELL	600.00	600.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4039	SMOKE GUARD CALIFORNIA INC.	1,800.00	1,800.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
I20M4040	GOLDEN STATE PAVING INC.	5,820.00	5,820.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4042	RUSCO INC.	284.60	284.60	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4043	INDUSTRIAL METAL SUPPLY	124.20	124.20	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
I20M4044	APOLLO WOOD RECOVERY INC.	27,329.40	27,329.40	012869390 6110	Maintenance / Site Improvement - Playground
I20M4045	APOLLO WOOD RECOVERY INC.	8,058.75	8,058.75	012869390 6110	Maintenance / Site Improvement - Playground
I20M4046	DAVE BANG ASSOCIATES	13,947.47	13,947.47	012869390 6110	Maintenance / Site Improvement - Playground
I20M4059	CINTAS CORPORATION	1,836.00	1,836.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4060	DIVISION OF THE STATE ARCHITEC	388.61	388.61	012869390 5899	Maintenance / Other Operating Expenses
I20M4061	HB DIGITAL ARTS & BLUEPRINT IN	500.00	500.00	012869390 5899	Maintenance / Other Operating Expenses
I20M4062	EBERHARD EQUIPMENT	225.00	225.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
I20M4063	MOBILE MINI STORAGE	1,753.20	1,753.20	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4064	SURPLUS TWO WAY RADIOS	795.00	795.00	012869390 5910	Maintenance / Communications - Telephones
I20M4065	MCKINLEY ELEVATOR CORP	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
I20M4066	M.P. SOUTH INC.	3,375.00	3,375.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4067	M.P. SOUTH INC.	4,950.00	4,950.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
I20M4071	SOUTH COAST AIR QUALITY	451.57	451.57	012869390 5899	Maintenance / Other Operating Expenses
I20M4073	WESTCON ELEVATOR INC.	2,000.00	2,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
I20R0290	RALPHS GROCERY COMPANY	3,000.00	3,000.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
I20R0291	HOME DEPOT	2,000.00	2,000.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
I20R0292	WOODCRAFT	2,000.00	2,000.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
I20R0293	SOUTHWEST SCHOOL AND OFFICE SU	3,500.00	3,500.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
I20R0294	SOUTHWEST SCHOOL AND OFFICE SU	700.00	700.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
I20R0295	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
I20R0296	AMAZON.COM LLC	165.44	165.44	010143889 4310	Donations - Talbert / Instructional Supplies
I20R0297	SCHOOL SERVICES OF CALIFORNIA	4,200.00	4,200.00	012849380 5813	Fiscal Services / Consultant
I20R0302	DECISION INSITE	6,335.00	6,335.00	012719380 5813	Business Department / Consultant
I20R0303	STAPLES	350.00	350.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
I20R0304	TARGET STORES	75.00	75.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
I20R0306	CONSILANT TECHNOLOGIES LLC	80,960.10	84.24	012109078 4320	Tech/Media Office Operation / Computer Supplies
			77,162.86	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0306	*** CONTINUED ***				
			3,713.00	012109078 5826	Tech/Media Office Operation /
I20R0308	AWARDS & TROPHIES	87.54	87.54	012289961 4325	MAA - Administration / Office Supplies
I20R0309	ARIEL SUPPLY INC.	360.61	360.61	012395298 4330	7395 Sch/Libr Impr Admin-DO / Printing/Xerox Supplies
I20R0310	VIRCO MANUFACTURING	9,226.74	7,876.50	010019380 4310	School Equipment Replacement / Instructional Supplies
			1,350.24	010019380 4410	School Equipment Replacement / Fixed Assets \$500-\$5000
I20R0311	ATKINSON ANDELSON LOYA RUDD &	49.00	49.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
I20R0312	DE LAGE LANDEN FINANCIAL SERVI	3,616.48	3,616.48	012059385 5640	Publications / Outside Services - Leases
I20R0314	FEDERAL EXPRESS CORP.	1,050.00	50.00	012395098 5930	7395 Sch/Libr Imp Instr-DO / Postage, Parcel, & Delivery
			50.00	012719165 5930	Superintendent / Postage, Parcel, & Delivery
			50.00	012719470 5930	Personnel Department / Postage, Parcel, & Delivery
			100.00	012849380 5930	Fiscal Services / Postage, Parcel, & Delivery
			50.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
			50.00	017109275 5930	Testing / Postage, Parcel, & Delivery
I20R0315	UNITED PARCEL SERVICE	2,000.00	2,000.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
I20R0316	PURCHASE POWER	16,000.00	16,000.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
I20R0317	ORANGE COUNTY TREASURER	3,718.00	3,718.00	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
I20R0318	SOUTHERN CALIFORNIA SUPERINTEN	150.00	150.00	012719165 5210	Superintendent / Travel, Conference, Workshop
I20R0319	ACSA'S EDUCATION LEGAL SUPPORT	2,100.00	2,100.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
I20R0320	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
I20R0321	INSTITUTE FOR BRAIN POTENTIAL	79.00	79.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
I20R0322	AMAZON.COM LLC	295.08	295.08	010143889 4310	Donations - Talbert / Instructional Supplies
I20R0323	METRO BUSINESS SOLUTIONS INC.	16,718.40	5,400.00	012059385 4325	Publications / Office Supplies
			11,318.40	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
I20R0324	METRO BUSINESS SOLUTIONS INC.	12,888.81	12,888.81	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
I20R0325	METRO BUSINESS SOLUTIONS INC.	53,196.48	53,196.48	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
I20R0326	METRO BUSINESS SOLUTIONS INC.	3,638.00	3,638.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
I20R0327	BRIGGS, GARY	495.00	495.00	012849380 5640	Fiscal Services / Outside Services - Leases
I20R0329	ECKER, MARC	500.00	500.00	012719165 5210	Superintendent / Travel, Conference, Workshop
I20R0330	RALPHS GROCERY COMPANY	300.00	300.00	012719165 4325	Superintendent / Office Supplies
I20R0331	SURICO, SCOTT AND/OR DANIELL	7,000.00	7,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0332	VAN ANTWERP, ANDREA	41,290.00	41,290.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0333	VAN ANTWERP, ANDREA	41,290.00	41,290.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
I20R0334	STEELCRAFT	1,576.62	1,576.62	010019380 4410	School Equipment Replacement / Fixed Assets \$500-\$5000

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0335	ARROWHEAD MOUNTAIN SPRING WATE	9,191.76	617.76	010013189 4325	Donations - Gisler / Office Supplies
			167.64	012109078 4325	Tech/Media Office Operation / Office Supplies
			230.50	012658155 4325	Assessment and Accountability / Office Supplies
			209.53	012719165 4325	Superintendent / Office Supplies
			167.64	012719275 4325	Curriculum/Instruction Office / Office Supplies
			523.86	012719470 4325	Personnel Department / Office Supplies
			241.80	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			689.64	012723232 4325	Sch Site Admin - Cox / Office Supplies
			586.68	012723789 4325	Donations Clerical - Oka / Office Supplies
			823.68	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			617.76	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			1,101.48	012724787 4325	Other Donations Clerical-Courr / Office Supplies
			761.52	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			377.18	012849380 4325	Fiscal Services / Office Supplies
			790.25	012869390 4325	Maintenance / Office Supplies
			251.45	015999860 4325	Special Ed - Administration / Office Supplies
389.23	016919395 4325	7240 Special Ed Transportation / Office Supplies			
I20R0337	LEGO BRAND RETAIL INC.	6,606.59	6,606.59	010142989 4310	Donations - Fulton / Instructional Supplies
I20R0338	BULK BOOKSTORE	169.29	29.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
			140.29	010014789 4310	PTA Donations - Courreges / Instructional Supplies
I20R0339	ARIEL SUPPLY INC.	728.75	728.75	012289963 4320	MAA - Instructional / Computer Supplies
I20R0340	SOUTHWEST SCHOOL AND OFFICE SU	370.25	370.25	012289963 4325	MAA - Instructional / Office Supplies
I20R0341	ORANGE COUNTY DEPARTMENT OF ED	926.48	926.48	015999860 5390	Special Ed - Administration / Dues and Membership Non
I20R0342	BALLARD & TIGHE CO. INC.	127.44	127.44	010028255 4322	Intervention-Administrative / Testing Supplies
I20R0343	ILLUMINATE EDUCATION INC.	25,348.00	25,348.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
I20R0344	TROXELL COMMUNICATIONS INC.	1,264.46	37.58	012395098 4325	7395 Sch/Libr Imp Instr-DO / Office Supplies
			1,226.88	012395098 4410	7395 Sch/Libr Imp Instr-DO / Fixed Assets \$500-\$5000
I20R0345	ARIEL SUPPLY INC.	82.57	82.57	012395298 4330	7395 Sch/Libr Impr Admin-DO / Printing/Xerox Supplies
I20R0346	CLEARVISION TECHNOLOGIES	2,100.00	2,100.00	012395098 5826	7395 Sch/Libr Imp Instr-DO / Licensing/Software,Maint/Supp
I20R0347	BALLARD & TIGHE CO. INC.	139.24	139.24	010028255 4322	Intervention-Administrative / Testing Supplies
I20R0349	STAPLES	43.39	43.39	012658155 4325	Assessment and Accountability / Office Supplies
I20R0350	GUITAR CENTER INC.	324.00	324.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
I20R0351	APPLE COMPUTER ORDER DEPARTMEN	59,776.32	59,776.32	011219078 4399	Common Core St Standards-Tech / Equipment Under \$500
I20R0352	HUNTINGTON BEACH CHAMBER	345.00	345.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0353	APPLE EDUCATION FINANCE	106.92	106.92	012395098 4320	7395 Sch/Libr Imp Instr-DO / Computer Supplies
I20R0356	SCHOOL HEALTH CORPORATION	961.66	961.66	012739963 4310	Medi-Cal Billing-Health Serv. / Instructional Supplies
I20R0357	SLOSSON EDUCATIONAL PUBLICATIO	135.30	135.30	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
I20S8004	UNITED HEALTH SUPPLIES	3,374.29	3,374.29	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8005	WAXIE	23,920.97	23,920.97	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8006	ARIEL SUPPLY INC.	30,645.00	30,645.00	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8007	SOUTHWEST SCHOOL AND OFFICE SU	128.95	128.95	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8008	CANNON SPORTS	1,044.36	1,044.36	011000000 9320	Revenue Limit - State Revenues / STORES
I20S8009	AMAZON.COM LLC	199.78	199.78	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		566,810.87	565,466.71		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/14/2014**

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0298	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016198 5899	State Preschool Instructional / Other Operating Expenses
I20R0299	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016998 5899	Child Dev Plavan Presch-Instr / Other Operating Expenses
I20R0300	DEPARTMENT OF SOCIAL SERVICES	475.20	475.20	120016498 5899	Child Dev Oka Preschool-Instr / Other Operating Expenses
I20R0301	DEPARTMENT OF SOCIAL SERVICES	237.60	237.60	120016698 5899	Child Dev Courreges Pres-Instr / Other Operating Expenses
I20R0305	BIG AIR TRAMPOLINE PARK	2,250.00	2,250.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
I20R0307	KNOTT'S EDUCATIONAL PROGRAM	4,311.00	4,311.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
I20R0335	ARROWHEAD MOUNTAIN SPRING WATE	9,191.76	476.52	120336098 4325	Extended School Administration / Office Supplies
I20R0348	TARGET STORES	162.00	162.00	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:		17,102.76	8,387.52		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0314	FEDERAL EXPRESS CORP.	1,050.00	50.00	133207380 5930	Cafeteria Fund / Postage, Parcel, & Delivery
I20R0335	ARROWHEAD MOUNTAIN SPRING WATE	9,191.76	167.64	133207380 4325	Cafeteria Fund / Office Supplies
	Fund 13 Total:	10,241.76	217.64		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 08/14/2014

FROM 07/16/2014

TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4047	PAYAN SURVEYING INC	2,100.00	2,100.00	252839380 5645	Energy Efficient Projects / Outside Srvs-Repairs & Mainten
	Fund 25 Total:	2,100.00	2,100.00		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/14/2014**

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20M4020	LOS ANGELES TIMES	343.62	343.62	402869380 5825	Spec Res Maintenance Services / Advertising
I20M4041	A-1 FENCE COMPANY	7,988.00	7,988.00	404839380 6112	Energy Efficient Project / Site Improvement - Landscaping
I20M4070	GOLDEN STATE PAVING INC.	25,600.00	25,600.00	404839380 6299	Energy Efficient Project / Other Building & Improvement
I20M4072	GOLDEN STATE PAVING INC.	10,588.00	10,588.00	404839380 6111	Energy Efficient Project / Site Improvement - Asphalt
I20R0313	SANDY PRINGLE ASSOCIATES	72,770.00	72,770.00	404839380 6222	Energy Efficient Project / Inspection Svcs Bldg Improve
I20R0358	GOVERNMENT FINANCIAL STRATEGIE	2,489.80	2,489.80	402849380 5813	Spec Res Fiscal Services / Consultant
I20R0359	MOBILE MODULAR	37,116.00	12,024.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			25,092.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
I20R0361	NAI CAPITAL INC.	511,357.40	511,357.40	402998990 5899	Moiola Improvement Projects / Other Operating Expenses
	Fund 40 Total:	668,252.82	668,252.82		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 08/14/2014

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0314	FEDERAL EXPRESS CORP.	1,050.00	650.00	695009470 5930	Insurance Health/Welfare / Postage, Parcel, & Delivery
	Fund 69 Total:	1,050.00	650.00		

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/14/2014**

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			1,245,074.69		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
I20R0280	BEACH WIRE & CABLE INC.	1,080.00	+1,080.00	012109078 4320	Tech/Media Office Operation / Computer Supplies
			-540.00	012109078 5826	Tech/Media Office Operation /
	Fund 01 Total:		+540.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 08/14/2014

FROM 07/16/2014 TO 08/05/2014

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			+540.00		

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 72

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	20,505.00	817,881.00
1200	CERTIFICATED PUPIL SUPPORT	3,278.00	298,255.00
1300	SUPERVISION AND ADMINISTRATORS		6,524.00
2100	INSTRUCTIONAL AIDES' SALARIES	26,707.00	73,530.00
2200	CLASSIFIED SUPPORT	255.00	24,154.00
2300	SUPERVISION AND ADMINSTRATOR		1,763.00
2400	CLERICAL & OFFICE SALARIES		1,801.00
2900	OTHER CLASSIFIED SALARIES	5,251.00	9,176.00
3101	STRS-CERTIFICATED POSITIONS	1,524.00	91,707.00
3102	STRS-CLASSIFIED	15.00	106.00
3202	PERS-CLASSIFIED	4,110.00	3,260.00
3313	MEDICARE-CERTIFICATED	3,486.00	15,170.00
3314	MEDICARE-CLASSIFIED	1,513.00	826.00
3353	ARP-CERTIFICATED	105.00	12.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	292.00	559.00
3356	OASDI-CLASSIFIED	6,521.00	2,151.00
3401	HEALTH & WELFARE-CERTIFICATED	680.00	110,000.00
3402	HEALTH & WELFARE-CLASSIFIED	333.00	10,733.00
3501	SUI-CERTIFICATED	82.00	519.00
3502	SUI-CLASSIFIED	55.00	53.00
3601	WORKERS'COMP-CERTIFICATED	661.00	23,754.00
3602	WORKERS'COMP-CLASSIFIED	558.00	2,371.00
4200	BOOKS OTHER THAN TEXTBOOKS	18.00	21.00
4300	MATERIALS & SUPPLIES	9,293.00	32,513.00
4400	NONCAPITALIZATION EQUIPMENT		41,789.00
5100	SUBAGREEMENTS FOR SERVICE		979.00
5200	TRAVEL & CONFERENCES		1,092.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	29,657.00	1,510.00
5600	RENTAL,LEASE,REPAIR & NON CAP	2,818.00	19,082.00
5713	Direct Cost-Printing & Reprod		1,350.00
5752	Direct Cost - Postage	72.00	
5800	PROF/CONS SERV & OPER EXPENSE	369,179.00	42,233.00
6100	SITES AND IMPROVEMENT OF SITES	35,909.00	33,363.00
6200	BUILDING AND IMPROVE OF BLDGS	143,337.00	129,184.00
6400	EQUIPMENT		6,114.00
7141	Excess Costs/Deficit Pay-Schls		16,760.00
7142	Excess Costs/County Offices		27,342.00
7222	Trsfs Apportionment County Ofc		160.00
7350	TRANSFER INDIRECT COST IFT		18,241.00
8000	REVENUE LIMIT SOURCES	1,092,760.00	1,125,749.00
8100	FEDERAL INCOME	5,255.00	9,657.00

FOUNTAIN VALLEY SD

Adjustment of Funds

Reference #:
2014 72

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
8200	FEDERAL INCOME		57,216.00
8500	STATE INCOME		25,150.00
8600	LOCAL INCOME	13,538.00	68,651.00
8700	OTHER REVENUES	90.00	35,029.00
8900	INCOMING TRANSFERS	179,181.00	1,969,956.00
9712	NONSPENDABLE STORES	8,957.00	
9740	RESTRICTED BALANCE		44,584.00
9780	OTHER ASSIGNMENTS		184,375.00
9789	RESERVE FOR ECONOMIC UNCERTAIN	547.00	44,108.00
9790	UNASSIGNED/UNAPPROPRIATED	1,313,541.00	1,850,738.00
Subfund Total:		3,280,083.00	7,281,251.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 73

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	2,178.00	26,031.00
2200	CLASSIFIED SUPPORT		1,046.00
2300	SUPERVISION AND ADMINSTRATOR		2,091.00
2400	CLERICAL & OFFICE SALARIES	15,025.00	14,089.00
3202	PERS-CLASSIFIED	1,968.00	2,802.00
3314	MEDICARE-CLASSIFIED	249.00	361.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	1.00	799.00
3356	OASDI-CLASSIFIED	1,066.00	2,660.00
3402	HEALTH & WELFARE-CLASSIFIED		3,089.00
3502	SUI-CLASSIFIED	9.00	17.00
3602	WORKERS'COMP-CLASSIFIED	367.00	554.00
3954	Long Term Disability-Class		4.00
4300	MATERIALS & SUPPLIES	10,220.00	4,110.00
4400	NONCAPITALIZATION EQUIPMENT		1,892.00
4700	FOOD		1,472.00
5200	TRAVEL & CONFERENCES	258.00	130.00
5600	RENTAL,LEASE,REPAIR & NON CAP		3,195.00
5800	PROF/CONS SERV & OPER EXPENSE	1,137.00	50.00
7350	TRANSFER INDIRECT COST IFT	18,241.00	8,015.00
8600	LOCAL INCOME	14,303.00	108,064.00
9740	RESTRICTED BALANCE	15,230.00	87,303.00
Subfund Total:		80,252.00	267,774.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 74

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT	8,000.00	2,770.00
2400	CLERICAL & OFFICE SALARIES		131.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		109.00
4700	FOOD		800.00
5200	TRAVEL & CONFERENCES		493.00
5752	Direct Cost - Postage		72.00
5800	PROF/CONS SERV & OPER EXPENSE		8,670.00
7350	TRANSFER INDIRECT COST IFT		7,657.00
8200	FEDERAL INCOME		1,795.00
9712	NONSPENDABLE STORES		1,198.00
9740	RESTRICTED BALANCE	12,105.00	
Subfund Total:		20,105.00	23,695.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 2014.

AYES: _____
NOES: _____
ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 75

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
8600	LOCAL INCOME		122,760.00
9780	OTHER ASSIGNMENTS		122,760.00
Subfund Total:		0.00	245,520.00

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

Adjustment of Funds

Reference #:
2014 76

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

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

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		16,974.00
6100	SITES AND IMPROVEMENT OF SITES		23,522.00
6200	BUILDING AND IMPROVE OF BLDGS	8,118.00	29,194.00
7612	IFT BETWEEN GEN,&SPEC.RES.FUND		1,790,775.00
8600	LOCAL INCOME		15,766.00
9780	OTHER ASSIGNMENTS	1,836,581.00	
Subfund Total:		1,844,699.00	1,876,231.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 77

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
5600	RENTAL,LEASE,REPAIR & NON CAP		54.00
5800	PROF/CONS SERV & OPER EXPENSE	54.00	
8600	LOCAL INCOME		3,483.00
9790	UNASSIGNED/UNAPPROPRIATED		3,483.00
Subfund Total:		54.00	7,020.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 2014.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2014 78

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

Fund: 6769 INSURANCE HEALTH/WELFARE
--

Object	Description	FROM	TO
3401	HEALTH & WELFARE-CERTIFICATED	957.00	
3402	HEALTH & WELFARE-CLASSIFIED		957.00
8600	LOCAL INCOME		151.00
9790	UNASSIGNED/UNAPPROPRIATED		151.00
Subfund Total:		957.00	1,259.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 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 70

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	50,954.00	127,804.00
1200	CERTIFICATED PUPIL SUPPORT	282.00	735.00
1300	SUPERVISION AND ADMINISTRATORS		4,766.00
2100	INSTRUCTIONAL AIDES' SALARIES	4,000.00	9,884.00
2200	CLASSIFIED SUPPORT	7,377.00	54,786.00
2300	SUPERVISION AND ADMINSTRATOR		8,351.00
2400	CLERICAL & OFFICE SALARIES	20,363.00	30,764.00
2900	OTHER CLASSIFIED SALARIES		11,146.00
3101	STRS-CERTIFICATED POSITIONS	8,222.00	6,364.00
3201	PERS-CERTIFICATED		30.00
3202	PERS-CLASSIFIED	671.00	2,451.00
3313	MEDICARE-CERTIFICATED	687.00	1,285.00
3314	MEDICARE-CLASSIFIED	36.00	619.00
3353	ARP-CERTIFICATED	36.00	82.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		303.00
3355	OASDI-CERTIFICATED		31.00
3356	OASDI-CLASSIFIED	405.00	1,771.00
3401	HEALTH & WELFARE-CERTIFICATED		6,760.00
3402	HEALTH & WELFARE-CLASSIFIED		2,136.00
3501	SUI-CERTIFICATED	24.00	51.00
3502	SUI-CLASSIFIED	21.00	28.00
3601	WORKERS'COMP-CERTIFICATED	1,000.00	2,426.00
3602	WORKERS'COMP-CLASSIFIED	86.00	1,713.00
3701	RETIREE BENEFITS-CERTIFICATED	667.00	
3702	RETIREE BENEFITS-CLASSIFIED		667.00
4100	TEXTBOOKS	277.00	
4300	MATERIALS & SUPPLIES	37,170.00	67,513.00
4400	NONCAPITALIZATION EQUIPMENT		1,425.00
5200	TRAVEL & CONFERENCES	1,661.00	3,125.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	5,732.00	14,381.00
5600	RENTAL,LEASE,REPAIR & NON CAP	3,723.00	8,185.00
5711	Direct Cost - Field Trips	854.00	254.00
5713	Direct Cost-Printing & Reprod	342.00	108.00
5800	PROF/CONS SERV & OPER EXPENSE	161,626.00	122,554.00
5900	COMMUNICATIONS	12,641.00	
6200	BUILDING AND IMPROVE OF BLDGS	27.00	
7350	TRANSFER INDIRECT COST IFT	15,672.00	
9790	UNASSIGNED/UNAPPROPRIATED	173,956.00	16,014.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2014 70

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
	Subfund Total:	508,512.00	508,512.00

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

Reference #:

Transfer of Funds

2014 71

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES		807.00
2400	CLERICAL & OFFICE SALARIES		7,211.00
3202	PERS-CLASSIFIED		826.00
3314	MEDICARE-CLASSIFIED		105.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		30.00
3356	OASDI-CLASSIFIED		447.00
3402	HEALTH & WELFARE-CLASSIFIED		1,565.00
3502	SUI-CLASSIFIED		5.00
3602	WORKERS'COMP-CLASSIFIED		185.00
9740	RESTRICTED BALANCE	11,181.00	
Subfund Total:		11,181.00	11,181.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 14, 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
BUSINESS SERVICES DIVISION
DFS/14-15 - 69

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **PUBLIC HEARING - CAPITAL FACILITIES FUND / DEVELOPER FEES**
DATE: July 30, 2014

BACKGROUND

Effective January 1, 1997, Senate Bill 1693 amended Government Code Sections 66001 and 66006 to impose more detailed reporting requirements for developer fees. SB 1693 amended Section 66006(b) to provide the following revised reporting requirement:

“(b)(1)For each separate account or fund established pursuant to subdivision (a), the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the following information for the fiscal year:”

- (1) A brief description of the type of fee in the account or fund.
- (2) The amount of the fee.
- (3) The beginning and ending balance of the account or fund.
- (4) The amount of the fees collected and the interest earned.

Government Code Section 66006 also requires the local agency to review this fund at a regularly scheduled public meeting.

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2013-14.

RECOMMENDATION

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund income to expenditures.

DEVELOPER FEES - DATA COLLECTION LOG

(To conform with requirements of SB 1693, Chapter 569/1996, Effective 1/1/97)

	BEGINNING FUND BALANCE:		936,976.38							
	REVENUE DETAIL:									
			TYPE OF FEE			FEE	PROJECT OR	INVESTMENT	INTEREST	TOTAL
	DATE	DEVELOPER NAME	R/C	Sq footage	RECEIVED	SCHOOL SITE(S)	GAIN/(LOSS)	EARNED	REVENUE	
1	7/1/2013-6/30/2014	Interest							1,493.20	1,493.20
2	07/15/13	Lloyd Budwig Project	R	899	1,753.05	Newland				1,753.05
3	8/7/2013	The Olson Company Solans Walk	R	7331	14,295.45	Cox				14,295.45
4	08/12/13	David Kincaide	R	1104	1,446.24	Courregas				1,446.24
5	08/15/13	Leeser	R	1070	2,086.50	Newland				2,086.50
6	08/29/13	Thanh Nguyen Project	R	652	1,271.40	Plavan				1,271.40
7	10/29/13	Nam T Thai	R	752	1,466.40	Plavan				1,466.40
8	10/29/13	Hai Le Residence	R	600	1,170.00	Gisler				1,170.00
9	11/05/13	James & Kendra Bailey	R	1312	2,558.40	Oka				2,558.40
10	11/21/13	Toan Nguyen	R	2201	4,291.95	Plavan				4,291.95
11	11/26/13	Frank & Anne Nguyen	R	628	1,224.60	Cox				1,224.60
12	12/11/13	Tu Homg	R	1190	2,320.50	Plavan				2,320.50
13	01/08/14	Loan Nguyen	R	1911	3,726.45	Plavan				3,726.45
14	01/13/14	Tri Pointe Homes	R	2916	5,686.20	Newland				5,686.20
15	01/13/14	Tri Pointe Homes	R	3053	5,953.35	Newland				5,953.35
16	01/13/14	Tri Pointe Homes	R	3313	6,460.35	Newland				6,460.35
17	01/24/14	Kim, Yang K & Che Y	R	750	1,462.50	Oka				1,462.50
18	02/06/14	Kenny Vo	R	1165	2,271.75	Plavan				2,271.75
19	02/12/14	Ayres-Fountain Valley	R	724	1,411.80	Courreges				1,411.80
20	02/14/14	Jonnica Whitney Project	R	1361	2,653.95	Oka				2,653.95
21	02/18/14	Alan Plotkin Project	R	1018	1,985.10	Courreges				1,985.10
22	02/19/14	Boa Pham & Irene	R	1054	2,055.30	Oka				2,055.30
23	02/26/14	Son Pham Project	R	633	1,234.35	Plavan				1,234.35
24	03/03/14	Frank Lobasso	R	747	1,456.65	Gisler				1,456.65
25	03/10/14	Henry Nguyen Project	R	2730	5,323.52	Cox				5,323.52
26	03/19/14	Pollack Project	R	840	1,638.00	Oka				1,638.00
27	03/27/14	Holly & Tuyen Nguyen	R	1242	2,421.90	Plavan				2,421.90
28	04/03/14	Tri Pointe Homes	C	1467	456.38	Newland				456.38
29	04/03/14	Minh Tri Le / Michelle Le	R	1367	2,665.65	Tamura				2,665.65
30	04/11/14	Valley Limited Partnership Smart & Final	C	1450	449.50	Plavan				449.50
31	04/28/14	Catholic Charities of Orange County	C	672	208.32	Plavan				208.32
32	05/09/14	Tri Pointe Homes	R	2888	5,631.60	Oka				5,631.60

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 – 71

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **AGREEMENT FOR PROFESSIONAL SERVICES
WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO**
DATE: July 30, 2014

BACKGROUND

The law firm of Atkinson, Andelson, Loya, Ruud & Romo has provided legal services to the District for the past several years. Previous and proposed services include legal advice relating to any and all aspects of the District's educational, property and business concerns. The previous one year agreement rates are reflected below (2013-14). The proposed agreement is for three years, August 1, 2014 through July 21, 2017, and can be terminated at anytime by the District. Modest annual increases are outlined in the chart below. In addition to hourly billing rates, the District would agree to pay a 5% monthly administrative charge based on fees billed to cover related operational expenses incurred by the law firm.

	2013-14	2014-15	2015-16	2016-17
Senior Partners	\$240.00	\$255.00	\$265.00	\$275.00
Partners/Senior Council	\$225.00	\$235.00	\$245.00	\$255.00
Senior Associates	\$210.00	\$220.00	\$230.00	\$240.00
Associates	\$200.00	\$210.00	\$220.00	\$230.00
Electronic Technology Litigation Specialist	N/A	\$210.00	\$220.00	\$230.00
Non-Legal Consultant	\$160.00	\$160.00	\$160.00	\$160.00
Senior Paralegals/Law Clerks	\$155.00	\$160.00	\$165.00	\$170.00
Paralegals/Legal Assistants	\$145.00	\$150.00	\$155.00	\$160.00

RECOMMENDATION

It is recommended that the Board of Trustees approve the three year agreement for legal services with Atkinson, Andelson, Loya, Ruud & Romo, and authorize the Superintendent or designee to sign all documents.

cl

**Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/ 14-15 - 70**

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
DATE: July 29, 2014
SUBJECT: APPROVAL OF LEASE ADDENDUMS FOR MODULAR CLASSROOMS

BACKGROUND

The District leases six modular classrooms from an outside vendor under two separate operating leases. The following lease addendums extend the terms of these leases thru June 30, 2015. There are no other changes to the terms and conditions of these leases.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease addendums extending the term of these leases thru June 30, 2015 and authorize the Superintendent or his designee to sign all documents.

cl



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum
Date: 7/25/2014

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley Ca 92708

Attn: Scott R. Martin
Phone : 714-843-3249
Fax: 714-843-3252
E-mail: martins@fvdsd.us

Project Name : Kazuo Masuda Middle School
Site Address : 17415 Los Jardines W
City/State/Zip: Fountain Valley Ca 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).
ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.
Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.
Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
525364	18	07/15/04	41576	Classroom, 24x40 DSA (Item1001)	7/1/2014	6/30/2015	12	\$6,468.00
525365	18	07/15/04	41577	Classroom, 24x40 DSA (Item1001)	7/1/2014	6/30/2015	12	\$6,468.00
582481	12	10/01/07	40321	Classroom, 24x40 DSA (Item1001)	7/1/2014	6/30/2015	12	\$6,012.00
582611	12	10/08/07	40427	Classroom, 24x40 DSA (Item1001)	7/1/2014	6/30/2015	12	\$6,144.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Fountain Valley SD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Call (951)360-5156 with any questions or comments, ask for Karina Olvera
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551
Ph (925) 606-9000 Fax (925) 453-3201
www.MobileModularRents.com

Contract Addendum
Date: 7/25/2014

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley Ca 92708

Attn: Scott R. Martin
Phone : 714-843-3249
Fax: 714-843-3252
E-mail: martins@fvsd.us

Project Name : Fulton Middle School
Site Address : 8778 El Lago St.
City/State/Zip: Fountain Valley Ca 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
578969	12	07/19/07	40566	Classroom, 24x40 DSA (Item1001)	7/1/2014	6/30/2015	12	\$6,012.00
578970	12	07/19/07	40581	Classroom, 24x40 DSA (Item1001)	7/1/2014	6/30/2015	12	\$6,012.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Fountain Valley SD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Call (951)360-5156 with any questions or comments, ask for Karina Olvera

Thank you for contacting Mobile Modular.

****Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**

Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM
D/FS 14-15 – 72

TO: Chris Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
DATE: August 5, 2014
SUBJECT: **MANDATE BLOCK GRANT**

BACKGROUND

Senate Bill (SB) 1016 established a Mandate Block Grant program. School Districts may receive funding through the Mandate Block Grant or through the long-standing claims reimbursement process. However, the State has clearly encouraged districts to elect the Block Grant as funding for the previously traditional method of individual filing has all but been eliminated in the current year's State Budget. Additionally, over the past two years districts have received Block Grant funds in a much timelier manner than those who chose to file individual claims.

The District has elected to participate in the Mandate Block Grant program in each of the last two years. Currently, \$218.2 million of funding has been included in the 2014-15 State Budget for the Mandated Block Grant. The Block Grant allows \$28 per ADA of unrestricted funding for Elementary School Districts during the 2014-15 fiscal year. This equates to approximately \$173,000 for our District.

RECOMMENDATION

It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2014/15 fiscal year and authorize the Superintendent or his designee to sign all documents.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: August 4, 2014 for August 14, 2014 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on July 16, 2014, between Parent and the Fountain Valley School District, it was agreed to reimburse parents not to exceed Forty Thousand Dollars (\$40,000.00) for compensatory purposes only which includes tuition costs incurred at a state-certified non-public school (“NPS”) during the 2014-2015 regular school year and compensatory tutoring services. Any and all proof of payment documentation for the Compensatory Educational Services shall be provided to the District on or before June 30, 2015. In addition, the District agrees to pay the Petitioners Fifteen Thousand Dollars (\$15,000.00) as full and final settlement of all outstanding claims for any and all claims for attorneys’ fees, legal costs and/or expert fees. This amount (\$15,000.000) shall be paid to “Adams and Associates”. Total settlement agreement is Fifty-five Thousand Dollars (\$55,000.00).

RECOMMENDATION:

Approval by the Board of Trustees is recommended to approve the above mentioned services and legal fees.

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Christine Fullerton, Assistant Superintendent, Business Services
DATE: August 14, 2014
SUBJECT: **APPROVAL OF THE CONTRACT WITH NAI CAPITAL, INC. FOR
BROKER SERVICES IN THE LEASING OF THE FORMER MOIOLA
SCHOOL SITE**

BACKGROUND

As part of the process of leasing the Moiola property to Le Port Schools, the District enlisted the broker services of NAI Capital, Inc. The team from NAI Capital Inc., David Knowlton and Steve Ehrich, were instrumental in assisting the District throughout the leasing process and securing a final signed lease.

FISCAL IMPACT

Broker fees are equal to 3.5% of the entire lease value, which is estimated at \$14.7million over the 20 year lease term. Broker fees are paid at the time of the commencement of the lease. Fund 40 will be temporarily used to pay the broker. Deposits, equal to the broker fees, will be made to Fund 40 as payments are made on the lease.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract with NAI Capital, Inc. for broker services in the leasing of the former Moiola School Site.



EXCLUSIVE RIGHT TO REPRESENT OWNER FOR SALE OR LEASE OF REAL PROPERTY

(Non-Residential)

AIR COMMERCIAL REAL ESTATE ASSOCIATION

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 Parties: This agency Agreement ("**Agreement**"), dated for reference purposes only May 8, 2013, is made by and between Fountain Valley School District whose address is 10055 Slater Avenue, Fountain Valley, CA 92708 telephone number (714) 843-3200, Fax No. () (**"Owner"**), and NAI Capital, Inc. whose address is 4650 Von Karman Avenue, Newport Beach, CA 92660 telephone number (949) 854-6600, Fax No. (949) 854-7378 (**"Agent"**).

1.2 **Property/Premises:** The real property, or a portion thereof, which is the subject of this Agreement is commonly known by the street address of 9790 Finch Avenue located in the City of Fountain Valley, County of Orange, State of California, and generally described as (describe briefly the nature of the property): Approximately 40,047 sq. ft. of buildings on 13 acres, formally Moiola Elementary School. (**"Property"**). (See also Paragraph 3).

1.3 **Term of Agreement:** The term of this Agreement shall commence on May 15, 2013 and expire at 5:00 p.m. on November 14, 2013, except as it may be extended ("**Term**"). (See also paragraph 4)

1.4 ~~Transaction:~~ The nature of the transaction concerning the Property for which Agent is employed ("**Transaction**") is - (check the appropriate box(es)):

(a) ~~A sale for the following sale price and terms:~~

~~and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published by the AIR Commercial Real Estate Association ("**AIR**") or for such other price and terms agreeable to Owner;~~

(b) A lease or other tenancy for the following rent and terms: \$1.15/sq. ft. per month Modified Gross with the Lessor responsible for base year property taxes and real property insurance, and roof maintenance.

and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

2.1 Owner hereby employs Agent as Owner's sole and exclusive agent to represent Owner in the Transaction and to find buyers or lessees/tenants ("**lessees**"), as the case may be, for the Property. Agent shall use reasonably diligent efforts to find such buyers or lessees. All negotiations and discussions for a Transaction shall be conducted by Agent on behalf of Owner. Owner shall promptly disclose and refer to Agent all written or oral inquiries or contacts received by Owner from any source regarding a possible Transaction.

2.2 Owner authorizes Agent to:

- (a) Place advertising signs on the Property;
- (b) Place a lock box on the Property if vacant;
- (c) Accept deposits from potential buyers or lessees; and
- (d) Distribute information regarding the Property to participants in THE MULTIPLE ("**MULTIPLE**") of the AIR and/or any other appropriate local commercial multiple listing service, to other brokers, and to potential buyers or lessees of the Property. Owner shall identify as "confidential" any information provided to Agent that Owner considers confidential and does not want disclosed. All other information provided by Owner may be disclosed as Agent may deem appropriate or necessary. After consummation of a Transaction, Agent may publicize the terms of such Transaction.

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**"). A Cooperating Broker may, as a third-party beneficiary hereof, enforce the terms of this Agreement against Owner or Agent.

2.4 If the Transaction is a sale and Agent finds a prospective buyer for the Property, or if the Transaction is a lease and Agent finds a prospective lessee for the Property, Owner hereby authorizes Agent also to represent and act as the agent for such buyer or lessee, and Owner consents to such dual agency. If a Cooperating Broker finds such a buyer or lessee, then Agent shall act as agent for Owner only, the Cooperating Broker shall act as agent for the buyer or lessee only, and the Cooperating Broker shall not be Owner's agent, even though the Cooperating Broker may share in the commission paid by Owner to Agent. A Cooperating Broker shall not be an agent or subagent of Owner or Agent.

2.5 Owner agrees that Agent may, during the ordinary and normal course of marketing the Property, respond to inquiries on the Property by showing and providing information on the Property, as well as on other competing properties, to prospective buyers and lessees and that such activities may result in the payment of a commission to Agent by a third party.

3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and T&B

(if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

INITIALS

PAGE 1 OF 3

INITIALS

3.2 Within five business days after the commencement of the Term hereof, Owner shall provide Agent with the following:

- (a) A duly completed and fully executed Property Information Sheet on the most current form published by the AIR;
- (b) Copies of all leases, subleases, rental agreements, option rights, rights of first refusal, rights of first offer, or other documents containing any other limitations on Owner's right, ability and capacity to consummate a Transaction, and
- (c) If available to Owner, copies of building plans, and if the Transaction is a sale, title reports, boundary surveys, and existing notes and trust deeds which will continue to affect the Property after consummation of a sale.

3.3 Agent shall have no responsibility for maintenance, repair, replacement, operation, or security of the Property, all of which shall be Owner's sole responsibility. Unless caused by Agent's gross negligence, Agent shall not be liable for any loss, damage, or injury to the person or property of Owner, any lessees of the Property, any buyer, prospective buyer, lessee, or prospective lessee, including, but not limited to, those which may occur as a result of Agent's use of a lock box.

4. EXTENSION OF TERM. If the Transaction is a sale, and a sale is not consummated for any reason after Owner accepts an offer to purchase the Property ("Sale Agreement"), then the expiration date of the Term of this Agreement shall be extended by the number of days that elapsed between the date Owner entered into the Sale Agreement and the later of the date on which the Sale Agreement is terminated or the date Owner is able to convey title to a new buyer free and clear of any claims by the prior buyer of the Property; provided, however, in no event shall the Term be so extended beyond one year from the date the Term would have otherwise expired.

5. COMMISSION.

5.1 Owner shall pay Agent a commission in the amount of _____

in accordance with the commission schedule attached hereto ("**Agreed Commission**"), for a Transaction, whether such Transaction is consummated as a result of the efforts of Agent, Owner, or some other person or entity. Agent shall also be entitled to the Agreed Commission if any of the Owner's representations and warranties described in paragraph 8 are shown to be false. Such Agreed Commission is payable:

(a) If the Transaction is a sale, (i) a buyer is procured who is ready, willing and able to buy the Property at the price and on the terms stated herein, or on any other price and terms agreeable to Owner; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;

(b) If the Transaction is a lease, (i) a lease of the Property, or a portion thereof is executed; or (ii) a lessee is procured who is ready, willing and able to lease the Property on the terms stated herein, or on any other rent and/or terms agreeable to Owner; or

(c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii) treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

5.2 If the Transaction is a sale, the purchase agreement and/or escrow instructions to be entered into by and between Owner and a buyer of the Property shall provide that:

(a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;

(b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and

(c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

6. ALTERNATIVE TRANSACTION. If the Transaction changes to any other transaction, including, but not limited to, a sale, exchange, option to buy, right of first refusal, ground lease, lease, sublease or assignment of lease (collectively "**Alternative Transaction**"), then Agent shall automatically be Owner's sole and exclusive Agent for such Alternative Transaction and represent Owner in such Alternative Transaction, under the terms and conditions of this Agreement. If, during the Term hereof, an Alternative Transaction is entered into, then Owner shall pay Agent the Agreed Commission.

7. EXCLUDED AND REGISTERED PERSONS.

7.1 Owner shall, within 5 business days after the date hereof, provide Agent, in writing, with the names of those persons or entities registered with Owner by any other broker under any prior agreement concerning the Property ("**Excluded Persons**", see paragraph 7.5). Owner shall also specify for each Excluded Person the type of transaction the consummation of which during the Term of this Agreement entitles such other broker to any compensation ("**Excluded Transaction**"). Agent may within 10 days of receiving such written list, either (a) accept the Excluded Persons and written list shall automatically become an exhibit to this Agreement, or (c) attempt to renegotiate this portion of the Agreement with Owner. Once accepted by Agent, the specified Excluded Transaction for each Excluded Person, then the Agreed Commission paid to Agent with respect to consummation of such an Excluded Transaction with an Excluded Person shall be limited as follows: if such Excluded Transaction is concluded within the first 30 days of the commencement of the Term hereof, then Agent shall be paid a commission equal to the reasonable out-of-pocket expenses incurred by Agent in the marketing of the Property during said 30 days; or if such Excluded Transaction is concluded during the remainder of the Term hereof, then Agent shall be entitled to a commission equal to one-half of the Agreed Commission. If the specified information concerning Excluded Persons and Transactions is not provided as set forth herein, then it shall be conclusively deemed that there are no Excluded Persons.

7.2 Agent shall, within 5 business days after the expiration of the Term hereof, provide Owner, in writing, with the name of those persons or entities with whom Agent either directly or through another broker had negotiated during the Term hereof ("**Registered Persons**", see paragraph 7.5), and specify the type of transaction of the Property for which such negotiations were conducted ("**Registered Transaction**"). Those persons or entities who submitted written offers or letters of intent shall, however, automatically be deemed to be Registered Persons for the type of transaction which was the subject of such offer or letter of intent. If Agent fails to timely notify Owner of the existence of any other Registered Persons, then it shall be conclusively deemed that there are no other Registered Persons. A person or entity shall not be a Registered Person if Agent fails to timely specify a Registered Transaction for such person or entity. The parties are aware that the registration of certain individuals and/or entities might create a Dual Agency, and Owner hereby consents to any such Dual Agency.

7.3 If, within 180 days after the expiration of the Term hereof, Owner enters into a contract with a Registered Person for consummation of a Registered Transaction, then Owner shall, upon consummation of such Registered Transaction, pay Agent the Agreed Commission for the Registered Transaction.

7.4 If, within 180 days after the expiration of the Term hereof, Owner enters into another owner-agency or listing agreement with a broker other than Agent for any transaction concerning the Property, then Owner shall provide to Owner's new broker the names of the Registered Persons and the Registered Transaction for each Registered Person, and provide in such new agreement that the new broker shall not be entitled to receive any of the compensation payable to Agent hereunder for consummation of a Registered Transaction with a Registered Person.

7.5 In order to qualify to be an Excluded Person or a Registered Person the individual or entity must have: toured the Property, submitted a letter of interest or intent, and/or made an offer to buy or lease the Property. In addition, Excluded Persons may only be registered by a broker who previously had a valid listing agreement covering the Property, and such broker may only register individuals and entities actually procured by such listing broker.

8. OWNER'S REPRESENTATIONS.

Owner represents and warrants that:

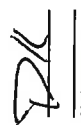
(a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;

(b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;

(c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;

(d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;

(e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).



(f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

9. OWNER'S ACKNOWLEDGMENTS. Owner acknowledges that it has been advised by Agent to consult and retain experts to advise and represent it concerning the legal and tax effects of this Agreement and consummation of a Transaction or Alternative Transaction, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Agent shall have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by Owner and Agent. Owner further acknowledges that in determining the financial soundness of any prospective buyer, lessee or security offered, Owner will rely solely upon Owner's own investigation, notwithstanding Agent's assistance in gathering such information.

10. MISCELLANEOUS.

10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.
10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.
10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.

10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.

10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.

10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.

10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. ARBITRATION OF DISPUTES.

11.1 ANY CONTROVERSY ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE DETERMINED BY BINDING ARBITRATION TO BE CONDUCTED BY: THE AMERICAN ARBITRATION ASSOCIATION OR USING THE COMMERCIAL RULES ESTABLISHED BY SUCH ORGANIZATION OR IF NONE THE AMERICAN ARBITRATION ASSOCIATION'S COMMERCIAL RULES. ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED.

11.2 NOTICE: BY INITIATING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIATING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

11.3 WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.



Owner's Initials



Agent's Initials

11.4 THE PROVISIONS OF THE ABOVE ARBITRATION CLAUSE SHALL NOT BE BINDING ON EITHER PARTY UNLESS BOTH PARTIES HAVE PLACED THEIR INITIALS UNDER PARAGRAPH 11.3.

12. Additional Provisions: Additional provisions of this Agreement are set forth in the following blank lines or in an addendum attached hereto and made a part hereof consisting of paragraphs _____ through _____ (if there are no additional provisions write "NONE"):

13. Disclosures Regarding The Nature of a Real Estate Agency Relationship. When entering into an agreement with a real estate agent an Owner should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction.

(i) *Owner's Agent.* An Owner's agent may act as an agent for the Owner only. An Owner's agent or subagent has the following affirmative obligations: *To the Owner:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings. *To a potential buyer/lessee and the Owner:* a Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

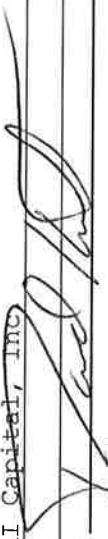
(ii) *Agent Representing Both Parties.* A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both Parties in a transaction, but only with the knowledge and consent of the Parties. In a dual agency situation, the agent has the following affirmative obligations to both Parties: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Party. b. Other duties to the Owner as stated above in subparagraph (i). When representing both Parties, an agent may not without the express permission of the respective Party, disclose to the other Party that the Owner will accept rent/purchase price in an amount less than that indicated in the listing or that the buyer/lessee is willing to pay a higher rent/purchase price than that offered.

The above duties of the Agent do not relieve Owner from the responsibility to protect its own interests. Owner should carefully read all agreements to assure that they adequately express its understanding of the transaction.

"OWNER"

Fountain Valley School District
By: 
Name Printed: Stephen L. McKishan
Title: Asst. Supt. Business
Date: 6/16/2013

"AGENT"

NAI Capital, Inc
By: 
Name Printed: David Knowlton | Steve Ehrich
Title: Sr. Vice President
Date: _____
Agent DRE License #: 00893394 | 01092019

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.



INITIALS

INITIALS

SCHEDULE OF COMMISSIONS

For Property at: 9790 Finch Avenue, Fountain Valley, CA

A. SALES, EXCHANGES AND OTHER TRANSFERS:

1. **Sales:** 6% of the gross sales price of improved properties; 10% of the gross sales price of unimproved property; business opportunities; and personal property.
2. **Joint Ventures and Exchanges:** If an exchange or joint venture is effected in lieu of a sale, a full sales commission shall be paid in accordance with this Schedule, computed on the basis of the type and fair market value of the property contributed to the joint venture or properties exchanged. The listing price shall be prima facia evidence of the fair market value of the subject property.

B. LEASES or SUBLEASES:

GROSS LEASES

- 6% of the total rental for the 1st 12 months; plus
- 6% of the total rental for the 2nd 12 months; plus
- 5% of the total rental for the 3rd 12 months; plus
- 4% of the total rental for the 4th 12 months; plus
- 4% of the total rental for the 5th 12 months; plus
- 3% of the total rental for the next 60 months; plus
- 1.5% of the total rental for the balance of the term.

NET LEASES

- 7% of the total rental for the 1st 12 months; plus
- 7% of the total rental for the 2nd 12 months; plus
- 6% of the total rental for the 3rd 12 months; plus
- 5% of the total rental for the 4th 12 months; plus
- 5% of the total rental for the 5th 12 months; plus
- 4% of the total rental for the next 60 months; plus
- 2.5% of the total rental for the balance of the term.

1. **Computation of Rent:** In computing the amount of the commission due on a lease, "rental" shall include the base rent, the minimum cost of living increases provided in the lease and all escalations in rent which occur over the term of the lease and any extensions thereof.
2. **Sublease or assignment:** 7% of the amounts payable with respect to the assignment or subleasing of a gross lease and 8% in the case of a net lease. If the master lease is terminated during the term of the listing agreement or any extension thereof with the consent of or because of a default by Sublessor, such commission shall be computed on the basis of the total rental which would have been payable pursuant to the master lease for the unexpired term.
3. **Month-to-Month Tenancy:** The minimum commission for a month-to-month tenancy, tenancy-at-will, or occupancy by a tenant without a written lease shall be 50% of the first month's rent and 7% of each month's rent thereafter. The minimum commission shall be Six Hundred Dollars (\$600.00), payable upon tenant occupancy. In the event the parties enter into a lease or leases, then additional leasing commission(s) shall be due as provided herein.
4. **Extensions of Term or Additional Space Taken:** If, by virtue of provisions in a lease, or through subsequent modification of such provisions (i) the term of the lease is extended then a leasing commission shall be paid at such time as said term is extended, or (ii) the tenant occupies additional space in the leased property and/or any property in which the Owner has an interest, then a full leasing commission shall be paid at such time as said additional space is leased. Said additional commission shall be computed in accordance with the Provisions of this Schedule as if the initial term of the lease had included said extension period or the premises initially leased had included said additional space.
5. **Purchase of the Property by Tenant or Related Entity:** Should a tenant, its successors or assignees, or any entity or affiliated entity owned or controlled by a tenant, or any agent, officer, employee or shareholder of a tenant purchase the property or contract to purchase the property during the term of the lease or any extension thereof or within one hundred eighty (180) days after the expiration thereof pursuant to provisions contained in the lease or through subsequent modification(s) of such provisions, then a sales commission shall be paid at the time said purchase is consummated in accordance with the provisions of this Schedule. Said sales commission shall be computed at the rate set forth hereinabove for sales, less the amount of lease commissions previously paid to the broker relating to that portion of the lease term extending beyond the effective date of such purchase.
6. **Minimum Commission:** Except for month-to-month rentals, the minimum commission is Twenty Five Hundred Dollars (\$2,500.00) per transaction.

C. PAYMENT OF COMMISSIONS & MISCELLANEOUS PROVISIONS:

1. **Payment of Sale and Exchange Commissions:** Commissions shall be paid through escrow upon the closing of a sales or exchange transactions. Absent an escrow, commissions shall be paid upon recordation of a deed or upon delivery of such deed or other instrument of conveyance. In the event of a contract or agreement of sale, merger, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be calculated on the fair market value of the property, rather than the gross sales price, multiplied by the percentage of interest so transferred and shall be paid upon execution and delivery of the agreement evidencing the transaction.
2. **Payment of Lease Commissions:** Commissions shall be due and payable 50% shall be paid upon the mutual execution of a lease or sublease by Owner and Tenant, or Sublessor and Sublessee and Master Lessor, if applicable, and the balance shall be paid on the date specified in the lease for the commencement of the lease term. Broker is hereby authorized to accept from Tenant or Sub-Tenant Tenant's or Sub-Tenant's deposit check (including but not limited to security deposit, last month's rent and/or first month's rent) made payable to the NAI Capital Trust Account and to have NAI Capital deposit Tenant's or Sub-Tenant's deposit into its Trust Account. NAI Capital is then authorized to deduct and pay the commission then due itself and any cooperating broker pursuant to the Lease, Sub-Lease and/or separate agreement and, if there is an excess on deposit, pay said excess to the Owner or Sub-Lessor. If there is no excess on deposit, NAI Capital will provide Owner or Sub-Lessor with an invoice for the commission balance due. In either event, NAI Capital will provide to Owner or Sub-Lessor a full accounting of all deposit monies deposited and disbursed.
3. **Term Extended:** If during the term of the attached agreement an option or right of first refusal to purchase or lease the Property or any interest therein is granted, or an escrow is opened or negotiations involving the sale, transfer, conveyance or lease of the Property have commenced and are continuing, then the term of the attached agreement shall be extended with respect to such transaction(s) and negotiation for a period through the exercise of such option or right of first refusal, the closing of such escrow, the termination of such negotiations or the consummation of such transaction.
4. **Attorney's Fees:** If either party brings any action, suit, counter-claim, appeal, arbitration or mediation for any relief against the other, declaratory or otherwise, to enforce the terms of this Schedule of Commissions or to declare rights hereunder, the losing party shall pay to the prevailing party a reasonable sum for the attorney's fees and costs incurred in bringing such an action and enforcing a judgment or award. The court or arbitrator shall determine the prevailing party, which can be a party who agreed to dismiss an action on the other party's payment of the sums allegedly due or who substantially obtains the relief sought.
5. Owner acknowledges and understands that Broker and its agents have listings on properties that may compete for the same tenants and/or buyers of the Owner's property. Owner has concluded that retaining Broker and its agents with other competing area listings is a benefit, in that Broker and its agents will market other properties to suitable, prospective buyers and tenants of the Property. Owner also understands that Broker and/or its listing agents may represent prospective tenants/buyers, as well as, Owner in a transaction(s), resulting in dual representation. Dual representation of both landlord and tenant, buyer and seller, and properties or users competing in or for the same transaction, results in representation of conflicting interests in that these parties seek favorable terms and conditions contrary to the other party in the proposed transaction. Thereby, Owner consents to Broker and its agents representing competing properties and representing tenants and/or buyers, and the Owner in the same transaction. Owner acknowledges and understands that Broker and its agents have a fiduciary duty to uphold confidentiality in such transactions. Therefore, Broker and its agents shall not disclose the price and terms that one party will pay, or accept in the same transaction, or competing properties, or the existence of and the actual status of competing negotiations for transactions between the represented competing owners and prospective tenants or buyers.

Approved by: Fountain Valley School District

Accepted by: NAI Capital, Inc.

Owner: 

Salesperson: 

Date: 6/18/2013

Date: David Knowlton #00893394 | Steve Ehrlich #01092019



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *DISTRICT FIELD TRIP LIST 2014-2015*
DATE: August 5, 2104

BACKGROUND INFORMATION

In accordance with Board Policy 6153, requests for school-sponsored trips involving overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board.

Exhibit A includes the locations of all potential overnight study trips as well as other local attractions that might possibly serve as locations for educational field trips to enrich the instructional program for Fountain Valley School District students during the 2014-2105 school year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the District field trip list for the 2014-2015 school year.

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum & Instruction

**Field Trips to Support the
Fountain Valley School District
Curriculum**

2014~2015

Board Approved August 14, 2014

**FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum & Instruction**

**FIELD TRIPS TO SUPPORT
THE FOUNTAIN VALLEY SCHOOL DISTRICT
CURRICULUM**

What follows is the list of Board approved field trips which support the Fountain Valley School District curriculum. The purpose of this guidebook is to enable schools to plan grade appropriate field/study trips consistent with Board Policy 6153.

It is the intent that this field trip list be shared with school staffs and Parent Teacher Associations/Organizations as they collaboratively plan opportunities to enrich the instructional program. As teachers and administrators locate and/or discover additional field trips for a particular grade level, they will be submitted to the Board for approval and added to the list for the following year.

FOUNTAIN VALLEY SCHOOL DISTRICT
 Field Trips to Support the Fountain Valley School District Curriculum
 2014-2015

Alphabetical Listing

Destination	Address	Telephone
Aliso & Wood Canyons Wilderness Park	28372 Alicia Pkwy., Laguna Nigel 92677	(949) 923-2200
American Way Cultural Center	2390 N American Way, Orange 92865	(714) 637-1721
Amtrak Railroad Station	1000 E. Santa Ana Blvd., Santa Ana 92701	(714) 547-8389
Amtrak Railroad Station	2150 E. Katella Ave., Anaheim 92806	(800) 872-7245
Amtrak Railroad Station	120 E Santa Fe Ave., Fullerton 92832	(714) 992-0530
Anaheim Convention Center	800 W Katella Ave., Anaheim 92802	(714) 765-8950
Anaheim Museum	241 S Anaheim Blvd., Anaheim 92805	(714) 956-8936
Angel Stadium of Anaheim	2000 E Gene Autry Way, Anaheim 92806	(714) 940-2000
APM Shipping Terminals Pacific, Ltd.	2500 Navy Way, San Pedro 90731	(310) 221-4000
Applied Energy Services (AES)	21730 Newland St., Huntington Beach 92646	(714) 374-1476
Aquarium of the Pacific	100 Aquarium Way, Long Beach 90802	(562) 590-3100
Arrowhead Ranch	480 Cottage Grove Rd., Twin Peaks 92391	(909) 337-7265
AstroCamp	26800 Saunders Meadow Road, Idyllwild 92549	(951) 659-6062
Atlantis Play Center	13630 Atlantic Way, Garden Grove 92844	(714) 892-6015
Balboa Park	1549 El Prado, San Diego 92101	(619) 239-0512
Balboa Pavilion	400 Main St., Newport Beach 92661	(949) 675-1905
Banning Residence Museum	401 E M St., Wilmington 90744	(310) 548-7777
Barnsdall Art Park	4800 Hollywood Blvd., Los Angeles 90027	(323) 644-6275
Beach City Animal Hospital	7412 Warner Ave., Huntington Beach 92647	(714) 847-3523
Biola University	13800 Biola Ave., La Mirada 90639	(562) 903-6000
Blind Children's Learning Center	18542 Vanderlip Ave., Santa Ana 92705	(714) 573-8888
Bob Baker Marionette Theater	1345 W 1 st St., Los Angeles 90026	(213) 250-9995
Bolsa Chica State Beach	Bolsa Chica, Huntington Beach	(714) 846-3460
Boomers ~ Fountain Valley	16800 Magnolia St., Fountain Valley 92708	(714) 842-1111
Boomers ~ Irvine	3405 Michelson Dr., Irvine 92612	(949) 559-8341
Bowers Kid's Museum (Kidseum)	1802 N Main St., Santa Ana 92706	(714) 480-1520
Bowers Museum	202 N Main St., Santa Ana 92706	(714) 567-3600
BP/Arco Carson Refinery	1801 E Sepulveda Blvd., Carson 90745	(310) 816-8100
Cabrillo Marine Aquarium	3720 Stephen M White Dr., Los Angeles 90731	(310) 548-7562
California Adventure	13131 Disneyland Dr., Anaheim 92802	(714) 781-4565
California Science Center	700 Exposition Park Dr., Los Angeles 90037	(323) 724-3623
California State Polytechnic University, Pomona	3801 W Temple Ave., Pomona 91768	(909) 869-7659
California State University, Fullerton	800 N State College Blvd., Fullerton 92831	(657) 278-2011

California State University, Long Beach	1250 Bellflower Blvd., Long Beach 90840	(562) 985-4111
Camelot Golfland	3200 E Carpenter Ave., Anaheim 92806	(714) 630-3340
Camino Real Playhouse	31776 El Camino Real, San Juan Capistrano 92675	(949) 489-8082
Catalina Flyer	400 Main St., Newport Beach 92661	(800) 830-7744
Catalina Island Marine Institute (CIMI)	1 Toyon Bay Rd., Avalon 90704	(310) 510-1622
Catalina Passenger Service	400 Main St., Newport Beach 92661	(949) 673-5245
Centennial Farm (OC Fairgrounds)	88 Fair Dr., Costa Mesa 92626	(714) 708-1619
Central Library	7111 Talbert Ave., Huntington Beach 92648	(714) 842-4481
Cerritos Center for the Performing Arts	12700 Center Ct. Dr. S, Cerritos 90703	(562) 916-8500
Chapman University	1 University Dr., Orange 92866	(714) 997-6815
Children's Museum at La Habra	301 S Euclid St., La Habra 90631	(562) 905-9793
Chinatown	Los Angeles	
Chris Carr Park	16532 Springdale St., Huntington Beach 92649	(714) 536-5486
Chuck E Cheese	15511 Edwards St., Huntington Beach 92647	(714) 891-4391
Cinemark Century Stadium 25 Theaters	1701 W Katella Ave., Orange 92867	(714) 532-9558
Court House	909 N Main St., Santa Ana 92701	(714) 834-5400
Crystal Cove State Park	8471 N Coast Hwy., Laguna Beach 92651	(949) 494-3539
Dana Point Harbor	34624 Golden Lantern St., Dana Point 92629	(949) 923-2255
Dana Point Ocean Institute	24200 Dana Point Harbor Dr., Dana Point 92629	(949) 496-2274
Discovery Science Center	2500 N Main St., Santa Ana 92705	(714) 542-2823
Disneyland	1313 Disneyland Dr., Anaheim 92802	(714) 781-4565
Disneyland Hotel	1150 Magic Way, Anaheim 92802	(714) 778-6600
Dodger Stadium	1000 Elysian Park Ave., Los Angeles 90012	(323) 224-1507
Don Wash Auditorium	11271 Stanford Ave., Garden Grove 92840	(714) 534-1103
El Camino College	16007 Crenshaw Blvd., Torrance 90506	(310) 532-3670
El Capitan Theatre	6838 Hollywood Blvd., Hollywood 90028	(818) 845-3110
El Dorado Nature Center	7550 E Spring St., Long Beach 90815	(562) 570-1745
Environmental Nature Center	1601 E 16 th St., Newport Beach 92663	(949) 645-8489
ExplorOcean	600 E Bay Ave., Newport Beach 92661	(949) 675-8915
Forrest Falls (Big Falls)	Valley of the Falls, Forest Falls 92339	
Fountain Valley Bowl	17110 Brookhurst St., Fountain Valley 92708	(714) 963-7888
Fountain Valley Skating Center	9105 Recreation Cir., Fountain Valley 92708	(714) 847-0022
Fullerton Arboretum	1900 Associated Rd., Fullerton 92831	(657) 278-3407
Fullerton High School	201 E Chapman Ave., Fullerton 92832	(714) 626-3803
Fullerton Museum Center	301 N. Pomona Ave., Fullerton 92832	(714) 738-6545
Gene Autry National Center	4700 Western Heritage Way, Los Angeles 90027	(323) 667-2000

George Key Ranch	625 Bastanchury Rd., Placentia 92870	(714) 973-3191
Getty (J. Paul) Museum	1200 Getty Center Dr., Los Angeles 90049	(310) 440-7300
GOALS	1170 N La Palma Park Way, Anaheim 92801	(714) 956-4625
Golden West College	15744 Goldenwest St., Huntington Beach 92647	(714) 892-7711
Goodyear Airship Operations	19200 Main St., Gardena 90745	(330) 796-3127
Glendale Community College Planetarium	1500 N. Verdugo Rd., Glendale 91208	(818) 551-5275
Griffith Park	4730 Crystal Springs Dr., Los Angeles 90027	(323) 913-4688
Griffith Observatory	2800 E Observatory Rd., Los Angeles	(213) 473-0800
Hart Park	701 S Glassell St., Orange 92866	(714) 744-2225
Heritage Hill Historic Park	25151 S Serrano Rd., Lake Forest 92630	(949) 923-2239
Heritage Museum of Orange County	3101 W Harvard St., Santa Ana 92704	(714) 540-0404
Heritage Park	12100 Mora Dr., Santa Fe Springs 90670	(562) 946-6476
Hollywood Bowl	2301 N Highland Ave., Los Angeles 90068	(323) 850-2000
Honda Center	2695 E Katella Ave., Anaheim 92806	(714) 704-2400
Huntington Beach City Hall	2000 Main St., Huntington Beach 92648	(714) 536-5511
Huntington Beach Fire Station	2000 Main St., Huntington Beach 92649	(714) 536-5411
Huntington Beach Hospital	17772 Beach Blvd., Huntington Beach 92647	(714) 843-5000
Huntington Beach Police Department	2000 Main St., Huntington Beach 92648	(714) 960-8843
Huntington Library and Art Gallery	1151 Oxford Rd., San Marino 91108	(626) 405-2100
IMAX Theater	65 Fortune Dr., Irvine 92618	(949) 450-4920
IMAX Theater	100 Universal City Plaza, Universal City 91608	(888) 262-4386
Inside the Outdoors (OCDE)	200 Kalmus Dr., Costa Mesa 92628	(714) 708-3885
Irvine Lanes	3415 Michelson Dr., Irvine 92612	(949) 786-9625
Irvine Museum	18881 Von Karman Ave., Irvine 92612	(949) 476-0294
Irvine Regional Park	1 Irvine Park Rd., Orange 92869	(714) 973-6835
Irvine Spectrum Center	71 Fortune Dr., Irvine 92618	(949) 753-5180
Jet Propulsion Laboratory	4800 Oak Grove Dr., Pasadena 91109	(818) 354-4321
John Wayne Airport	18601 Airport Way, Santa Ana 92707	(949) 252-5200
Kidspace Children's Museum	480 N Arroyo Blvd., Pasadena 91103	(626) 449-9144
Knott's Berry Farm	8039 Beach Blvd., Buena Park 90620	(714) 220-5200
La Brea Tar Pits	5801 Wilshire Blvd., Los Angeles 90036	(323) 857-6300
Laguna Art Museum	307 Cliff Dr., Laguna Beach 92651	(949) 494-8971
Laguna College of Art & Design (LCAD)	2222 Laguna Canyon Road, Laguna Beach 92651	(949) 376-6000
La Mirada Regional Park Aquatics Ctr.	13806 La Mirada Blvd., La Mirada 90638	(562) 902-3191
Lazy W Ranch	23852 Hot Spring Canyon Rd., San Juan Cap 92675	(949) 728-0141
Legoland	1 Legoland Dr., Carlsbad 92008	(760) 918-5346

Local Bakeries	Orange County	
Local Beaches	Orange County	
Local Gas/Service Stations	Orange County	
Local Grocery Stores	Orange County	
Local Hotels	Orange County	
Local Medical and Dental Offices	Orange County	
Local Museums	Orange County	
Local Parks	Orange County	
Local Pet Shops	Orange County	
Local Police and Fire Stations	Orange County, Long Beach	
Local Professional Offices	Orange County	
Local Radio Stations	Orange County	
Local Restaurants	Orange County	
Local Retail Stores	Orange County	
Local Retirement Homes	Orange County	
Local Riding Stables	Orange County	
Local Schools and High Schools	Los Angeles County, Orange County	
Local Theaters	Los Angeles County, Orange County	
Long Beach Lifeguard Headquarters	2100 E Ocean Blvd., Long Beach 90803	(562) 570-1360
Long Beach Convention Center	300 E Ocean Blvd., Long Beach 90802	(562) 436-3636
Long Beach Harbor Breeze Cruises	100 Aquarium Way, Dock #2 Long Beach 90802	(562) 432-4900
Long Beach Memorial Hospital	2801 Atlantic Ave., Long Beach 90806	(562) 933-2000
Long Beach Airport	4100 E Donald Douglas Dr., Long Beach 90808	(562) 570-2600
Long Beach Performing Arts Center	300 E Ocean Blvd., Long Beach 90802	(562) 436-3636
Long Beach Sportfishing	555 Pico Ave., Long Beach 90802	(562) 432-8993
Los Angeles Children's Museum	205 S Broadway, Los Angeles 90012	(213) 687-8800
Los Angeles Civic Center	200 North Spring St., Los Angeles 90012	
Los Angeles County Arboretum and Botanic Gardens	301 N Baldwin Ave., Arcadia 91007	(626) 821-3222
Los Angeles Harbor	Los Angeles	
Los Angeles International Airport	1 World Way, Los Angeles 90045	(310) 646-5252
Los Angeles Maritime Museum	Berth 84, San Pedro 90731	(310) 548-7618
Los Angeles Music Center	135 N Grand Ave., Los Angeles 90012	(213) 972-7211
Los Angeles Office of the Mayor	200 N Spring St., Los Angeles 90012	(213) 978-0600
Los Angeles Times Newspaper	202 W 1 st St., Los Angeles 90012	(213) 237-5000
Los Angeles Zoo	5333 Zoo Dr., Los Angeles 90027	(323) 644-4200

Lyon Air Museum	19300 Ike Jones Rd., Santa Ana 92707	(714) 210-4285
Magnolia Bird Farm	8990 Cerritos Ave., Anaheim 92804	(714) 527-3387
March Air Reserve Base	452 nd AMW Public Affairs, 895 Baucom Ave., SE (Bldg 317), March ARB 92518	(951) 655-4138
Marconi Automotive Museum	1302 Industrial Dr., Tustin 92780	(714) 258-3001
Mazda Motors of America	7755 Irvine Center Dr., Irvine 92623	(949) 727-1990
Mazda Motors of America	1444 McGaw Ave., Irvine 92614	(949) 852-8898
McAuliffe Middle School	4112 Cerritos Ave., Los Alamitos 90720	(714) 816-3320
McGaugh Elementary School	1698 Bolsa Ave., Seal Beach 90740	(562) 799-4560
Medieval Times Dinner & Tournament	7662 Beach Blvd., Buena Park 90620	(866) 543-9637
Mile Square Park	10401 Warner Ave., Fountain Valley 92708	(714) 962-5541
Milliken High School	2800 Snowden Ave., Long Beach 90815	(562) 425-7441
Mission San Gabriel Arcangel	428 S Mission Dr., San Gabriel 91776	(626) 457-3035
Mission San Juan Capistrano	26801 Ortega Hwy., San Juan Capistrano 92675	(949) 234-1300
Modjeska Canyon	29322 Modjeska Canyon, Silverado 92676	(714) 649-2760
Muckenthaler Cultural Center	1201 W Malvern Ave., Fullerton 92833	(714) 738-6595
Museum of Tolerance	9786 W Pico Blvd., Los Angeles 90035	(310) 553-8403
Murth Interpretive Center	2301 University Dr., Newport Beach 92660	(949) 923-2296
Natural History Museum of LA County	900 Exposition Blvd., Los Angeles 90007	(213) 763-3466
Newland House Museum	19820 Beach Blvd., Huntington Beach 92648	(714) 962-5777
Newport Beach Back Bay Science Ctr.	600 Shellmaker Rd., Newport Beach 92660	(949) 640-1742(F)
Newport Beach Marine Department	100 Civic Center Dr., Newport Beach 92660	(949) 644-3309
Newport Dunes Waterfront Resort	1131 Back Bay Dr., Newport Beach 92660	(949) 729-3863
Newport Harbor Art Museum	850 San Clemente Dr., Newport Beach 92660	(949) 759-1122
Newport Sports Museum	100 Newport Ctr.Dr. Ste.100, Newport Beach 92660	(949) 721-9333
Norton Simon Museum	411 W Colorado Blvd., Pasadena 91105	(626) 449-6840
Oak Canyon Nature Center	6700 E Walnut Canyon Rd., Anaheim 92807	(714) 998-8380
Olvera Street	125 Paseo De La Plaza, Los Angeles 90012	(213) 628-1274
Orange Coast College	2701 Fairview Rd., Costa Mesa 92626	(714) 432-5072
Orange Coast Daily Pilot	1375 Sunflower Avd., Costa Mesa 92626	(714) 966-4600
Orange County Department of Education	200 Kalmus Dr., Costa Mesa 92626	(714) 966-4000
Orange County Fair & Event Center	88 Fair Dr., Costa Mesa 92626	(714) 708-1500
Orange County Humane Society	21632 Newland St., Huntington Beach 92646	(714) 536-8480
Orange County Museum of Art	850 San Clemente Dr., Newport Beach 92660	(949) 759-1122
Orange County Transit Authority	550 S Main St., Orange 92868	(714) 560-6282
Orange County Water District	18700 Ward St., Fountain Valley 92708	(714) 378-3200

Orange Empire Railway Museum	2201 S A St., Perris 92570	(951) 943-3020
Pacific Marine Mammal Center	20612 Laguna Canyon Rd., Laguna Beach 92651	(949) 494-3050
Pali Institute	30778 California 18, Running Springs 92382	(909) 867-5743
Pantages Theater	6233 Hollywood Blvd., Los Angeles 90028	(323) 468-1770
Peters Canyon Regional Park	8548 Peters Canyon Trail, North Tustin 92705	(714) 973-6611
Pickwick Center	1001 Riverside Dr., Burbank 91506	(818) 845-5300
Pinecrest/Arrowhead Ranch	1140 Pine Crest Rd., Twin Peaks 92391	(909) 337-7265
Pirate's Dinner Adventure	7600 Beach Blvd., Buena Park 90620	(714) 690-1497
Polly's Pies	9791 Adams Ave., Huntington Beach 92646	(714) 964-4424
Port of Long Beach	4801 Airport Plaza Dr., Long Beach 90815	(562) 283-7000
Port of Los Angeles	425 South Palos Verdes St., San Pedro 90731	(310) 732-7678
Prado Wetlands	18700 Ward St., Fountain Valley 92708	(714) 378-2000
Prentice Park	1801 E Chestnut Ave., Santa Ana 92701	(714) 647-6575
Press-Telegram	727 Pine Ave., Long Beach 90844	(562) 435-1161
Pretend City Children's Museum	29 Hubble, Irvine 92618	(949) 428-3900
Pumpkin Patch	300 E Yorba Linda Blvd., Placentia 92870	(714) 970-9800
Queen Mary	1126 Queens Hwy., Long Beach 90802	(877)342-0738
Radio Stations	Los Angeles County, Orange County	
Rainbow Environmental Services	17121 Nichols Ln., Huntington Beach 92647	(714) 847-3581
Ralph B Clark Regional Park	8800 Rosecrans Ave., Buena Park 90621	(714) 973-3170
Ralphs Grocery Store	10081 Adams Ave., Huntington Beach 92646	(714) 378-0881
Rancho Los Alamitos	6400 E Bixby Hill Rd., Long Beach 90815	(562) 431-3541
Rancho Los Cerritos	4600 Virginia Rd., Long Beach 90807	(562) 570-1755
Recreation Park	4900 E 7 th St., Long Beach 90804	(562) 570-1670
Redondo Beach Performing Arts Center	1935 Manhattan Beach Blvd., Redondo Beach 90270	(310) 318-0610
Reserve at Rancho Mission Viejo	2881 Ortega Hwy., San Juan Capistrano 92693	(949) 489-9778
Richard Nixon Library and Birthplace	18001 Yorba Linda Blvd., Yorba Linda 92886	(714) 983-9120
Riley's Farm	12261 Oak Glen Rd., Yucaipa 92399	(909) 797-7534
Rose Bowl	1001 Rose Bowl Dr., Pasadena 91103	(626) 577-3100
San Diego Zoo	2920 Zoo Dr., San Diego 92101	(619) 231-1515
San Diego Zoo Safari Park	15500 San Pasqual Valley Rd., Escondido 92027	(760) 747-8702
San Pedro Harbor	PO Box 470, San Pedro 90733	(310) 831-6245
Santa Ana College Planetarium	120 Civic Center Drive, Santa Ana 92701	(714) 547-9645
Santa Ana Lawn Bowling Club	510 East Memory Ln., Santa Ana 92705	(714) 550-7769
Santa Ana River Lakes	3900-4034 E La Palma Ave., Anaheim 92807	(714) 632-7830
Santa Ana Zoo at Prentice Park	1801 E Chestnut Ave., Santa Ana 92701	(714) 647-6575

Santana Regional Park	598 Santana Way, Corona 92881	(951) 736-2241
Schools, Private and Public, Junior Colleges, Colleges, Universities	Orange County, Los Angeles County	
Schools First Federal Credit Union	18651 Brookhurst St., Fountain Valley 92708	(800) 462-8328
Scooter's Jungle	25 Journey, Aliso Viejo 92656	(949) 349-9090
Sea & Sage Audubon Society	25 Riparian View, Irvine 92612	(949) 261-7963
Sea World	500 Sea World Dr., San Diego 92109	(800) 257-4268
Segerstrom Center for the Arts	600 Town Center Dr., Costa Mesa 92626	(714) 556-2787
Sepulveda Basin Wildlife Reserve	6350 Woodley Ave., Van Nuys 91406	(818) 756-9710
Sherman Library and Gardens	2647 East Coast Hwy., Corona Del Mar 92625	(949) 673-2261
Sherman Indian Museum	9010 Magnolia Ave., Riverside 92503	(951) 276-6325
ShIPLEY Nature Center	17851 Goldenwest St., Huntington Beach 92647	(714) 842-4772
Silverado Canyon	Silverado 92676	
Sky High Sports	2970 Airway Ave., Costa Mesa 92626	(714) 437-5867
South Coast Plaza	3333 Bristol St., Costa Mesa 92626	(714) 435-2000
South Coast Repertory	655 Town Center Dr., Costa Mesa 92626	(714) 708-5555
Southwest College Founders Library	1600 W Imperial Hwy., Los Angeles 90047	(323) 241-5235
Super Sports Golf and Recreation Ctr.	2190 N Canal St., Orange 92865	(714) 282-8880
Tanaka Farms LLC	5380 University Dr., Irvine 92612	(949) 653-2100
TeWinkle Park	970 Arlington Dr., Costa Mesa 92626	(714) 754-5300
Television Studios: ABC, CBS, KCOP, KHJ, KOCE, KTLA, KTTV, NBC	Burbank, Hollywood, Huntington Beach, Los Angeles	
The Aerospace Corporation	2310 E El Segundo Blvd., El Segundo 90245	(310) 336-5000
Tidepools	Corona del Mar, Crystal Cove, Dana Point, Laguna, Long Beach, San Pedro	
Tiger Woods Learning Center	1 Tiger Woods Way, Anaheim 92801	(714) 765-8000
Travel Town Museum	5200 Zoo Dr., Los Angeles 90027	(323) 662-9678
Triangle Square Cinema	1870 Harbor Blvd., Costa Mesa 92627	(949) 650-4300
Tucker Wildlife Sanctuary	29322 Modjeska Canyon Rd., Modjeska Canyon 92676	(714) 649-2760
United States Post Office	6771 Warner Ave., Huntington Beach 92647	(800) 275-8777
United States Post Office	3101 W Sunflower Ave., Santa Ana 92799	(714) 662-6474
Universal Studios	100 Universal City Plaza, Universal City 91608	(800) 864-8377
UCI Irvine Medical Center	101 The City Dr. S, Orange 92868	(714) 456-7890
University of California, Irvine	Irvine 92697	(949) 824-5011
University of California, Los Angeles	Los Angeles 90095	(310) 825-4321
University of Southern California	University Park Campus, Los Angeles 90089	(213) 740-1111

Valley View Bowling Center	12141 Valley View St., Garden Grove 92845	(714) 898-2507
Village Nursery	10500 Garfield Ave., Huntington Beach 92646	(714) 963-5372
Waterfront Beach Resort	21100 Pacific Coast Hwy., Huntington Beach 92648	(714) 845-8000
Watts Tower	1727 E 107 th St., Los Angeles 90002	(213) 847-4646
Wells Fargo History Museum	333 S Grand Ave., Los Angeles 90071	(213) 253-7166
Westminster Lanes	6471 Westminster Blvd., Westminster 92683	(714) 893-5005
Westminster Mall	1025 Westminster Mall, Westminster 92683	(714) 898-2559
Whale Watching Excursions	Balboa, Dana Point, Seal Beach. All local Southern California locations	
White's Point/Point Fermin	807 Paseo Del Mar, Los Angeles 90731	(310) 241-0684
Whiting Ranch Wilderness Park	Trabuco Canyon 92679	(949) 923-2245
Whitney High School	16800 Shoemaker Ave., Cerritos 90703	(562) 229-7745
Wilshire Ebell Theatre	4401 W 8 th St., Los Angeles 90005	(323) 939-1128
Wrightwood/Big Pines	22214 Big Pines Hwy., Valyermo 93563	(818) 242-7494
Youth Science Center	16949 Wedgeworth Dr., Hacienda Heights 91745	(626) 854-9825
ZOOMARS Petting Zoo	31791 Los Rios St., San Juan Capistrano 92675	(949) 831-6550



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *CONTRACT FOR SERVICES BETWEEN ORANGE COUNTY
DEPARTMENT OF EDUCATION AND THE FOUNTAIN VALLEY
SCHOOL DISTRICT FOR COMMON CORE MATH STANDARDS
PROFESSIONAL DEVELOPMENT*
DATE: August 5, 2104

BACKGROUND INFORMATION

As a means of supporting implementation of the Common Core State Standards in the Fountain Valley School District, Orange County Department of Education will provide teacher professional development on the new Mathematical Content Standards and Standards for Mathematic Practice. Each elementary teacher, middle school math teacher, Special Day Class teacher, and Resource Specialist will attend three days of training between August 29, 2014 and January 13, 2015. The half-day training sessions will include time for teacher collaboration and team planning in the afternoons.

Expenses associated with this contract, including substitute costs and materials, will be covered with District funds earmarked to support professional development in the Common Core State Standards.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract between Orange County Department of Education and the Fountain Valley School District for Common Core Math Standards professional development for the 2014-2015 school year.

FOUNTAIN VALLEY SCHOOL DISTRICT
INCOME 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, 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.

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. DISTRICT hereby engages SUPERINTENDENT as an independent contractor to perform the following described work and SUPERINTENDENT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, SUPERINTENDENT shall provide DISTRICT professional development as described in the

1 "Proposal for Common Core Mathematics Professional Development"
2 dated June 10, 2014, which is attached hereto as Exhibit "A" and
3 incorporated by herein for Instructional Services Program.

4 2.0 TERM. This AGREEMENT shall commence on July 1, 2014 and end on
5 June 30, 2015, subject to termination set forth in this AGREEMENT.

6 3.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Five
7 thousand four hundred dollars (\$5,400.00). Payment shall be made at
8 the rate of Six hundred dollars (\$600.00) per half day. Payment
9 shall be mailed to: Orange County Superintendent of Schools, 200
10 Kalmus Drive, Costa Mesa, California 92626-9050, Attention:
11 Accounting Manager, or at such other place as SUPERINTENDENT may
12 designate in writing.

13 4.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of
14 this AGREEMENT, shall be and act as an independent contractor.
15 SUPERINTENDENT understands and agrees that he/she and all of his/her
16 employees shall not be considered officers, employees or agents of
17 the DISTRICT, and are not entitled to benefits of any kind or nature
18 normally provided employees of the DISTRICT and/or to which
19 DISTRICT'S employees are normally entitled, including, but not
20 limited to, State Unemployment Compensation or Workers'
21 Compensation. SUPERINTENDENT assumes the full responsibility for the
22 acts and/or omissions of his/her employees or agents as they relate
23 to the services to be provided under this AGREEMENT. SUPERINTENDENT
24 shall assume full responsibility for payment of all federal, state
25 and local taxes or contributions, including unemployment insurance,

1 social security and income taxes with respect to SUPERINTENDENT'S
2 employees.

3 5.0 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 6.0 TOBACCO USE POLICY. In the interest of public health, the
7 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
8 use of any tobacco products are prohibited in buildings and
9 vehicles, and on any property owned, leased or contracted for by the
10 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
11 abide with conditions of this policy could result in the termination
12 of this AGREEMENT.

13 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
14 they will not engage in unlawful discrimination in employment of
15 persons because of race, color, religious creed, national origin,
16 ancestry, physical handicap, medical condition, marital status, or
17 sex of such persons.

18 8.0 HOLD HARMLESS.

19 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
20 hold harmless DISTRICT, its Governing Board, and its officers,
21 agents, and employees from liability and claims of liability for
22 bodily injury, personal injury, sickness, disease, or death of any
23 person or persons, or damage to any property, real, personal,
24 tangible or intangible, arising out of the negligent acts or
25 omissions of employees, agents or officers of SUPERINTENDENT or the

1 Orange County Board of Education during the period of this
2 AGREEMENT.

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

12 9.0 TERMINATION. Either party may terminate this AGREEMENT with or
13 without reason with the giving of thirty (30) days written notice to
14 the other party. DISTRICT shall compensate SUPERINTENDENT only for
15 services satisfactorily rendered to the date of termination.
16 Written notice by DISTRICT shall be sufficient to stop further
17 performance of services by SUPERINTENDENT. Notice shall be deemed
18 given when received by the SUPERINTENDENT or DISTRICT or no later
19 than three (3) days after the day of mailing, whichever is sooner.

20 10.0 NOTICE. All notices or demands to be given under this
21 AGREEMENT by either party to the other, shall be in writing and
22 given either by: (a) personal service or (b) by U.S. Mail, mailed
23 either by registered or certified mail, return receipt requested,
24 with postage prepaid. Service shall be considered given when
25 received if personally served or if mailed on the third day after
deposit in any U.S. Post Office. The address to which notices or

1 demands may be given by either party may be changed by written
2 notice given in accordance with the notice provisions of this
3 section. At the date of this AGREEMENT, the addresses of the parties
4 are as follows:

5 DISTRICT: Fountain Valley School District
6 10055 Slater Avenue
7 Fountain Valley, California 92708
8 Attn: _____

9 SUPERINTENDENT: Orange County Superintendent of Schools
10 200 Kalmus Drive
11 P.O. Box 9050
12 Costa Mesa, California 92628-9050
13 Attn: Patricia McCaughey

14 11.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
15 redress for violation of, or to insist upon, the strict performance
16 of any term or condition of this AGREEMENT, shall not be deemed a
17 waiver by that party of such term or condition, or prevent a
18 subsequent similar act from again constituting a violation of such
19 term or condition.

20 12.0 SEVERABILITY. If any term, condition or provision of this
21 AGREEMENT is held by a court of competent jurisdiction to be
22 invalid, void, or unenforceable, the remaining provisions will
23 nevertheless continue in full force and effect, and shall not be
24 affected, impaired or invalidated in any way.

25 13.0 GOVERNING LAW. The terms and conditions of this AGREEMENT
shall be governed by the laws of the State of California with venue
in Orange County, California.

14.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
attached hereto constitute the entire AGREEMENT among the Parties to
it and supersedes any prior or contemporaneous understanding or

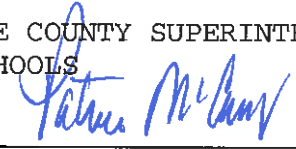
1 AGREEMENT with respect to the services contemplated, and may be
2 amended only by a written amendment executed by both Parties to the
3 AGREEMENT.

4 IN WITNESS WHEREOF, the Parties hereto set their hands.

5 DISTRICT: FOUNTAIN VALLEY SCHOOL
6 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

7 BY: _____
Authorized Signature

BY: 
Authorized Signature

8 PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

9 TITLE: _____

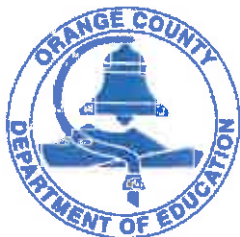
TITLE: Coordinator

10 DATE: _____

DATE: July 16, 2014

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**Orange County Department of Education
Office of Academic Content**

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
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AL MIJARES, Ph.D.
County Superintendent
of Schools

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ELIZABETH PARKER

KEN L. WILLIAMS, D.O.

TO: Anne Silavs
Assistant Superintendent, Curriculum and Instruction
Fountain Valley School District

FROM: OCDE Office of Academic Content, Mathematics Team
Jody Guarino, 714-966-4326, jguarino@ocde.us

DATE: June 10, 2014

SUBJECT: Common Core Mathematics Professional Development

The purpose of this memo is to outline proposed services for the Fountain Valley School District to support ongoing efforts in Common Core mathematics professional development.

WHO: OCDE Mathematics Team will provide:

- Three (3) ½ Day sessions per each cohort of teachers (9 sessions total)
- Cohorts are flexible K-2, 3-5, 6-8 or K-1, 2-3, 4-5, 6-8

WHEN: 8:00 a.m. -11:30 a.m.

WHERE: Fountain Valley School District will provide the facilities for training.

WHAT: Mathematical content for each session will be based on the major work of the grade level under Common Core State Standards for Mathematics.

- **K-5**
 - Standards for Mathematical Practices
 - Key content at each grade level aligned with district pacing
 - Instructional strategies for going deeper with content and for differentiation
 - SBAC Claims per grade level
- **6-8**
 - Standards for Mathematical Practices
 - Key content at each grade level aligned with district pacing
 - Instructional strategies for going deeper with content and for differentiation
 - SBAC Claims per grade level



COST ESTIMATE: \$5400
\$600 per half day of professional development (\$600 x 9 = \$5400)

When this proposal is accepted, OCDE will draw up a contract for services.

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Session Dates

Session 1:

August 29, 2014	K-2	Facilitator: Jody Guarino
	3-5	Facilitator: Nick Johnson
	6-8	Facilitator: Vanessa Cerrahoglu

Session 2:

October (TBD)	K-1	Jody Guarino & Vanessa Cerrahoglu
October (TBD)	2-3	Jody Guarino & Vanessa Cerrahoglu
October (TBD)	4-5	Jody Guarino & Vanessa Cerrahoglu
October (TBD)	6-8	Jody Guarino & Vanessa Cerrahoglu

Session 3:

January (TBD)	K-1	Jody Guarino & Vanessa Cerrahoglu
January (TBD)	2-3	Jody Guarino & Vanessa Cerrahoglu
January (TBD)	4-5	Jody Guarino & Vanessa Cerrahoglu
January (TBD)	6-8	Jody Guarino & Vanessa Cerrahoglu

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