



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

October 16, 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.
- 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 REPORTS AND COMMUNICATIONS

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

STAFF REPORTS AND PRESENTATIONS

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.

1. INVESTMENT CONSIDERATIONS FOR FUND 40 (WRITTEN ONLY)

In December of 2013, the Board of Trustees voted to set aside \$35 million dollars, currently in Fund 40, for the purpose of investing in a longer term portfolio. The purpose of this investment is to create a revenue stream from investment earnings. District staff met with the County Treasurer to discuss possible investment options. Tonight staff and consultants will be available to provide the results of this meeting with the Board and discuss next steps.

2. REVISIONS TO BOARD PUBLIC COMMENTS FORM (WRITTEN ONLY)

In order to increase ease of understanding for persons wishing to speak to the Board of Trustees, staff has revised the Board Public Comments Form. A copy of the revised form is attached. Staff has removed the duplicative comments regarding optional fields, noting that all fields are optional for completion; and has added a note addressing speakers wishing to remain anonymous.

PUBLIC HEARINGS

3. CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input is welcome.

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. APPOINTMENT OF DISTRICT SUPERINTENDENT

M _____
2nd _____
V _____

After an extensive executive search, the Board of Trustees has selected Mark Johnson, Ed.D. to the position of superintendent, Fountain Valley

School District, effective January 1, 2015. The Board of Trustees looks forward to the continued success of our district under his leadership.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the employment of Mark Johnson, Ed.D. in the position of district superintendent, effective January 1, 2015.

5. REVISION TO BP 6162.5 STUDENT ASSESSMENT (FIRST READING)

M _____
2nd _____
V _____

Board Policy 6162.5 Student Assessment was updated to reflect the new law AB 97 which requires the use of statewide assessments as one measure of the district's LCAP goals for student achievement. It also revised the definition of "numerically significant" student subgroups which are used to ensure all students demonstrate comparable improvement in academic achievement. BP 6162.5 also reflects the new law AB 484 which replaces the Standardized Testing and Reporting program with the California Assessment of Student Performance and Progress (CAASPP) and changes the content required for the individual record of accomplishment to include results of the CAASPP or any predecessor assessment. The Administrative Regulation has been suspended until additional guidance is provided for the administration of the CAASPP.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 6162.5 Student Assessment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

6. REVISION TO BP 6162.51 STATE ACADEMIC ACHIEVEMENT TESTS (FIRST READING)

M _____
2nd _____
V _____

Board Policy 6162.51 State Academic Achievement Tests was retitled and updated to reflect three new laws, AB 484, SB 247, and AB 97. The Administration Regulation was updated to reflect the tests that are included in the CAASPP state assessment system established by AB 484, including, but not limited to, 2013-14 field tests of the Smarter Balanced Assessment Consortium tests in English language arts and mathematics. The allowable testing variations were deleted pending the adoption of revised Title 5 regulations, but a reference was added related to guidelines from the Smarter Balanced Assessment Consortium.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 6162.51 State Academic Achievement Tests be approved for first reading, with necessary changes as indicated by the Board of Trustees.

7. REVISION TO BP 6162.54 TEST INTEGRITY/TEST PREPARATION (FIRST READING)

M _____
2nd _____
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Board Policy 6162.54 Test Integrity/Test Preparation was updated to reflect the new law AB 484 which establishes the CAASPP assessment system, prohibits use of a program for the sole purpose of test preparation for state assessments, and allows

districts to familiarize students with item types or the computer-based testing environment used in the CAASPP. BP 6162.54 deletes material reflecting state regulations on test preparation repealed by Register 2014, No. 6.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 6162.54 Test Integrity/Test Preparation be approved for first reading, with necessary changes as indicated by the Board of Trustees.

8. REVISION TO BP 1340 ACCESS TO DISTRICT RECORDS (FIRST READING)

M ___
2nd ___
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Board Policy 1340 was updated to clarify that requests to inspect copies of public records must be made in writing. In addition, the charge for copies has been increased to \$0.25 per page, reflecting the increased cost of materials and staff time.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 1340 Access to District Records be approved for first reading, with necessary changes as indicated by the Board of Trustees.

9. CERTIFICATES OF PARTICIPATION

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On December 12, 2013 the Board of Trustees adopted Resolution 2014-18. This resolution authorized at the first possible opportunity the pay off of the District’s existing Certificates of Participation (COPs). Early pay off of the COPs will allow the District to realize savings from avoided interest charges. Funds for the repayment have been set aside in Fund 40. Under the terms of the COPs financing agreement the District is eligible for repayment in total effective November 1, 2014. A final payoff quote has been received from Capital One Public Financing.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the payoff of the District’s Certificates of Participation in the amount of \$8,881,052. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents.

10. REVISION TO BP 5123 PROMOTION/ACCELERATION/RETENTION (FIRST READING)

M ___
2nd ___
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Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention require updating as a result of the suspension of the Standardized Testing and Reporting Program in the fall of 2013.

Superintendent's Recommendation: It is recommended that revisions to Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention be approved for first reading, with necessary changes as indicated by the Board of Trustees.

11. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ___

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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

- 11-A. Board Meeting Minutes from the September 4th regular meeting
- 11-B. Board Meeting Minutes from the September 24th special board meeting
- 11-C. Board Meeting Minutes from the October 4th special board meeting
- 11-D. Board Meeting Minutes from the October 9th special board meeting
- 11-E. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 11-F. Donations
- 11-G. Warrants
- 11-H. Purchase Order Listing
- 11-I. Budget Adjustments

Consent Items

11-J. RESOLUTION 2015-10: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

Superintendent's Comments: It is recommended that the Board of Trustees hereby certifies that each pupil in the Fountain Valley School District shall be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

11-K. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2014-15 year and approves its submittal to the Orange County Department of Education.

11-L. REVISION TO BP 5127 PROMOTION CEREMONIES AND ACTIVITIES (SECOND READING AND ADOPTION)

Superintendent's Recommendation: It is recommended that revisions to Board Policy 5127 Promotion Ceremonies and Activities be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

11-M. APPROVE CHANGE ORDER #1 FOR \$266,167.21 AMENDING THE CONTRACT WITH RETRO-TECH SYSTEMS TO \$1,091,792.47

Superintendent's Recommendation: It is recommended that the Board of Trustees approves Change Order #1 for \$266,167.21 amending the contract with Retro-Tech Systems to \$1,091,792.47

11-N. APPROVAL OF CONTRACT WITH TRUE NORTH RESEARCH TO DESIGN AND CONDUCT A VOTER OPINION SURVEY

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the contract, in the amount of \$24,950, with True North Research to design and conduct a voter opinion survey and authorizes the Superintendent or his designee to sign all documents.

11-O. APPROVAL OF THE CONTRACT WITH TTG STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES TO PROVIDE A MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL ASSESSMENT FOR VENTILATION AND AIR CONDITIONING OPTIONS AT NINE SCHOOLS

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Contract, not to exceed \$72,000, with TTG Structural, MEP, Civil Engineering & Construction Services to provide a mechanical, electrical, plumbing, and structural assessment for ventilation and air conditioning options at nine schools and authorize the Superintendent or his designee to sign all documents.

11-P. COPIER LEASE AGREEMENT

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the attached lease agreement with De Lage Landen. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute this lease agreement.

11-Q. AMERICAN LANGUAGE SERVICES

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the contract with American Language Services for October 20, 2014 through June 30, 2015 and authorizes the Superintendent or designee to sign all documents.

11-R. LIFESIGNS

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the contract with Lifesigns for October 20, 2014 through June 30, 2015 and authorizes the Superintendent or designee to sign all documents.

11-S. MILEAGE REIMBURSEMENT TO PARENTS

Superintendent's Recommendation: Approval by the Board of Trustees is recommended for mileage reimbursement to the parents as described in the attached memo.

11-T. PRACTI-CAL MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM (MAA) RANDOM MOMENT TIME SURVEY (RMTS)

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

11-U. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Recommendation: Approval by the Board of Trustees is recommended for services and legal fees as described in the attached memo.

11-V. TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT J COMPETITIVE GRANT

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Contract for Tobacco-Use Prevention Education (TUPE) Cohort J Grant for July 1, 2014 through June 30, 2017 and authorizes the Superintendent or designee to sign all documents.

11-W. CHILD DEVELOPMENT CHECKING ACCOUNT

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the addition of a fourth District checking account with Bank of America. It is further recommended that the Board of Trustees authorizes the Superintendent or his designee to sign all documents.

11-X. CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES WITH KATHY BUMGARDNER

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the contract for professional development services with Kathy Bumgardner.

11-Y. GRANT AGREEMENT #NEDA1531327 BY AND BETWEEN THE ORANGE COUNTY COMMUNITY FOUNDATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR VISUAL AND PERFORMING ARTS PROGRAM (VAPA) COORDINATION

Superintendent's Recommendation: It is recommended that the Board of Trustees approves grant agreement number NEDA1531327 between the Orange County Community Foundation and the Fountain Valley School District.

11-Z. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)

Superintendent's Comments: Under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

| Non-Public School/Agency | 100% Contract Cost | Effective Dates |
|--|--------------------|--------------------|
| Cornerstone Therapies | 1487.50 | 11/1/13 to 6/30/14 |
| Cornerstone Therapies | 6,800.00 | 7/1/14 to 6/30/15 |
| Speech and Lang. Dev. Center | 4,495.50 | 7/1/14 to 6/30/15 |
| Speech and Lang. Dev. Center | 4,707.00 | 7/1/14 to 6/30/15 |
| Approach Learning Assess. Centers Inc. | 2,717.00 | 7/1/14 to 6/30/15 |
| Speech and Lang. Dev. Center | 4,540.50 | 7/1/14 to 6/30/15 |
| Cornerstone Therapies | 960.00 | 7/1/14 to 6/30/15 |
| Cornerstone Therapies | 5,100.00 | 9/11/14 to 6/30/15 |
| Approach Learning Assess. Centers Inc. | 49,742.00 | 7/1/14 to 6/30/15 |

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, November 13, 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.

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: October 16, 2014
SUBJECT: Investment Considerations for Fund 40

On July 9, 2014 staff met with Shari Freidenrich, Treasurer Tax-Collector for the County of Orange to discuss recommended steps regarding the investment of \$35 million from Fund 40. The Orange County Tax-Collector's office manages over \$6.5 billion segregated into two primary investment pools, the Orange County Investment Pool and the Orange County Educational Investment Pool. Funds from these pools are invested in both money market funds, to provide liquidity, and the Extended Fund to provide mid-term investments for one to five years. The current County pool is structured for short-term and medium-term cash needs. The County does not, at this time, manage a longer-term investment pool that would meet the District's investment needs.

The County Treasurer is in the early planning stages of adding a longer-term investment pool in order to meet the demand for higher income with less liquidity. Funds from multiple agencies would be pooled to allow for greater diversification and maturities. While funds would not provide for daily liquidity, time intervals for withdrawals would be established. The County Treasurer has contracted with an asset management firm to assist in the review and revision of the current pool structure and anticipates the longer-term pool becoming operational in 2015.

The County's longer-term investment has many advantages to the District. The pool will be managed by the County Treasurer who understands the parameters of managing public funds in accordance with state law and public expectations. A pooled structure reduces costs and diversifies risk. Finally, by engaging in the process at the planning stages the District can take part in discussions of the set-up and structure of the pool.

During the planning phase of the longer-term investment pool the County Treasurer recommends that the District remain in the current Educational Investment Pool. While the Education Investment Pool is forecasted to yield 0.49% for 2014-2015, market pricing is expected to rise in 2015. If the District were to purchase longer-term investments at this time, it would not be in a position to take advantage of the projected increase in rates. If the District chose to invest in a one-year safe asset while waiting for the County longer-term investment pool to become operational the interest would likely be less than what is expected in the County pool.

Based on the above information the District would continue to invest in the County Educational Investment Pool, participate in planning discussions with the County regarding the longer-term pool and plan to invest the \$35 million in the longer-term investment pool in 2015. In six months the District can reconsider the option of the County pool depending on the outcome of planning discussions, the longer-term investment structure, and implementation timeline.

Board meeting of October 16, 2014

SO 2014-15/B15-6
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: Revisions to Public Comments Form
DATE: October 9, 2014

Background:

In order to increase ease of understanding for persons wishing to speak to the Board of Trustees, staff has revised the Board Public Comments Form. A copy of the revised form is attached.

Staff has removed the duplicative comments regarding optional fields, noting that all fields are optional for completion. Also, a note has been added to assist those speakers wishing to remain anonymous, indicating that they will be given a speaker number in order to be called to address the Board.

Fountain Valley School District
BOARD OF TRUSTEES

FOR PERSONS WISHING TO SPEAK TO THE BOARD OF TRUSTEES:

Please complete this form and bring to the Executive Assistant who sits to the right of the Board dais. You do not need to complete this form in order to speak. If you wish to remain anonymous, please indicate to the Executive Assistant your interest in speaking. At the time for public comments you will be called to the speaker's table. Each speaker must indicate their interest in address the Board individually either via this form or by speaking to the Executive Assistant.

Welcome to this meeting of the Fountain Valley School District Board of Trustees. We encourage you to share your ideas and opinions on issues of concern or items being considered by the board.

Each board meeting follows a written agenda. A copy of the agenda is available to assist your participation in this meeting. If you wish to address the board, you will be called up at the appropriate time. Please go to the small table at the front of the board room. You may have the floor for a maximum of four minutes.

Special note: With board consensus, the Board President may limit the time allotted to each speaker and has the right to limit the time for public speakers.

You may complete this form if you wish to address the Board of Trustees. Completion of this form is optional. Providing your name, address and telephone number is optional; however, if you wish to have the Board of Trustees or a staff member respond to you in writing or by telephone, this information must be included.

NAME: _____
(For those speakers wishing to remain anonymous, you will be given a speaker number.)

ADDRESS: _____ TELEPHONE: _____

OPTIONAL: If you represent an organization, please indicate which organization:
(Organizations are asked to limit their presentation to one spokesperson.)

If you have a student in our schools, please indicate which school(s):

Please list the topic you wish to discuss with the Board of Trustees.

These proceedings are being tape recorded.

School Board Governance and District Administration

The effectiveness of school boards and administration is highly dependent upon each knowing, understanding, and following their appropriate but different roles. This definition of the difference between governance and administration is intended to provide understanding for all citizens as they participate in the process.

School Board Governance

The Board of Trustees is elected by the citizens to govern the school district. As such, the board's role is to adopt district policies which guide all programs and services, enter into contracts, authorize expenditures, set educational goals, and evaluate student achievement. If the public wishes to effect changes to those areas of governance, they must-communicate directly to the board at a public meeting.

This should be done in front of the Board of Trustees as a whole because it is the total board, not any individual member, who is vested with authority. No individual board member has authority outside the actual board meeting. All actions by the Board of Trustees require three votes from a five member board. Voting will occur only at a scheduled board meeting and only on items listed on the agenda. Examples of board governance and policy decisions are: district curriculum and programs, union contracts, school attendance areas, annual budgets and expenditures, personnel employment, and real assets.

There are, however, various federal and state laws and regulations on which the board has no discretion and school districts must comply. If the public wishes to change those laws, they must communicate with their elected representatives in Washington or Sacramento. Examples of such laws are those pertaining to Special Education, school funding, and employee job rights.

District Administration

The board employs a superintendent who, as the board's chief executive officer, carries out the board's policies, directs the entire staff in achieving the district's educational goals, and reports to the board regarding finances, personnel, legal matters, and student learning. All operational aspects of the school district come under the superintendent and staff.

If the public wishes to effect changes to the operation of the schools or the district, those requests must be made to a district administrator. Any administrator can direct a citizen to the appropriate office or school. Examples of district operations are: assignment, supervision and evaluation of personnel; student assignments; instruction; discipline; maintenance, custodial and grounds; transportation; fiscal control; property management; and instructional techniques .

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATION OF PROVISIONS OF
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, October 16, 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 certification of provisions of standards-aligned instructional materials for the Fountain Valley School District.

Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT



Anne Silavs, Assistant Superintendent

Board meeting of October 16, 2014

SO 2014-15/B15-7
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: Appointment of the Superintendent
DATE: October 9, 2014

Background:

After an extensive executive search, the Board of Trustees has selected Mark Johnson, Ed.D. to the position of superintendent, Fountain Valley School District, effective January 1, 2015. The Board of Trustees looks forward to the continued success of our district under his leadership.

Recommendation:

It is recommended that the Board of Trustees approves the employment of Mark Johnson, Ed.D. in the position of district superintendent, effective January 1, 2015.



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: October 7, 2014

SUBJECT: Revision to Board Policy 6162.5 Student Assessment (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 6162.5 Student Assessment was updated to reflect the new law AB 97 which requires the use of statewide assessments as one measure of the district's LCAP goals for student achievement. It also revised the definition of "numerically significant" student subgroups which are used to ensure all students demonstrate comparable improvement in academic achievement. Board Policy 6162.5 also reflects the new law AB 484 which replaces the Standardized Testing and Reporting program with the California Assessment of Student Performance and Progress (CAASPP) and changes the content required for the individual record of accomplishment to include results of the CAASPP or any predecessor assessment.

The Administrative Regulation has been suspended until additional guidance is provided for the administration of the CAASPP.

Recommendation:

It is recommended that revisions to Board Policy 6162.5 Student Assessment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

STUDENT ASSESSMENT

~~The Board of Trustees recognizes that the primary purpose of student assessments should be to help students, parents/guardians and teachers identify individual student's academic strengths and progress, as well as areas needing improvement, in order to enhance teaching and learning. Assessments should also serve to determine the effectiveness of the schools and the district as measured by students' knowledge of fundamental skills and their ability to apply those skills.~~

The Governing Board recognizes that student assessments are an important instructional and accountability tool. Assessment data shall be used to help determine individual students' progress, mastery of academic standards, appropriate placement in district programs, and/or eligibility for graduation. In addition, summary data on student assessment results shall be used by the district to identify and review student achievement goals in the district's local control and accountability plan, evaluate district educational programs in order to identify needed improvements, and, as appropriate, evaluate staff performance.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0500 - Accountability)

(cf. 2140 - Evaluation of the Superintendent)

(cf. 4115 - Evaluation/Supervision)

(cf. 4315 - Evaluation/Supervision)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6011 - Academic Standards)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6190 - Evaluation of the Instructional Program)

To obtain the most accurate evaluation of student performance, the district shall use a variety of measures, including district, state, and/or national assessments. As appropriate, assessment results shall be disaggregated by student subgroup, classroom, grade level, and/or school site to allow for critical analysis of student needs.

(cf. 3553 - Free and Reduced Price Meals)

In selecting or developing any district assessment, the Superintendent or designee shall examine evidence of its reliability, its validity for the intended purpose and for various student populations, and the extent to which it aligns with the material that is being taught.

The Superintendent or designee shall ensure that assessments are administered in accordance with law and the test publisher's directions and that test administration procedures are fair and equitable for all students.

STUDENT ASSESSMENT

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6162.54 - Test Integrity/Test Preparation)

The Superintendent or designee shall provide professional development as needed to assist administrators and teachers in interpreting and using assessment data to improve student performance and the instructional program.

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

~~The superintendent or designee shall ensure that assessments are conducted for purposes of determining students' eligibility for an appropriate placement in district programs, need for supplemental instruction and eligibility for graduation.
The Board desires to use a variety of evaluation measures to reach the above goals. To have validity, tests must correspond to the material that is being taught and measure the extent to which students meet clearly specified standards of achievement. A single test or testing method cannot be expected to always take ethnic, cultural or gender differences into account, nor to provide an accurate assessment of each student's skills.~~

~~(cf 0410 Nondiscrimination in District Programs and Activities)
(cf 5121 Grades/Evaluation of Student Achievement)
(cf 6011 Academic Standards) [SEP]
(cf 6190 Evaluation of the Instructional Program)~~

When districtwide and school-level results of student assessments are published **by the state**, the Superintendent or designee may provide supplementary information to assist **parents/guardians and the local community in interpreting test results and evaluating school performance in understanding test results.**

~~(cf 0510- School Accountability Report Card)~~

Mandatory Statewide Assessments

~~The Superintendent or designee shall administer mandatory student assessments within the state Standardized Testing and Reporting (STAR) as required by law. (Education Code 60640)~~

~~The Board desires to use the results of the achievement tests to evaluate the performance of its students with that of other students across the state and nation.~~

Golden State Examinations

~~The Board believes that participation in the Golden State Examination can motivate students~~

STUDENT ASSESSMENT

~~to succeed in key academic courses. Participation in the Golden State Examination shall be voluntary. The Board strongly encourages students to accept the challenge these examinations present.~~

Legal Reference:

EDUCATION CODE [L
SEP]

313 Assessment of English language development

10600-10610 California Education Information System

44660-44665 Evaluation and assessment of performance of certificated employees (Stull Act)

49558 Free and reduced-price meals; use of individual applications and records

51041 Evaluation of educational program [L
SEP]

51450-51455 Golden State Seal Merit Diploma

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan [L
SEP]

~~*60600-60652 Assessment of academic achievement, especially:*~~

60600-60649 Assessment of academic achievement, especially:

60640-60649 California Assessment of Student Performance and Progress

60800 Physical fitness testing [L
SEP]

~~*60810 Assessment of language development*~~ [L
SEP]

60810-60812 Assessment of English language development

~~*60850-60856 Exit examination*~~ [L
SEP]

60900 California Longitudinal Pupil Achievement Data System

CODE OF REGULATIONS, TITLE 5 [L
SEP]

~~*850-870 Standardized Testing and Reporting program*~~

~~*880-901 Designated primary language test*~~

850-864 California Assessment of Student Performance and Progress

UNITED STATES CODE, TITLE 20

9622 National Assessment of Educational Progress

Management Resources:

~~*CDE PROGRAM ADVISORIES*~~ [L
SEP]

~~*0327.86 Reporting norm-referenced standardized achievement test scores to parents*~~ [L
SEP]

~~*CSBA ADVISORIES*~~ [L
SEP]

~~*0313.00 Districts must ensure that all required student data is submitted to the publisher, or face financial penalty #00-01*~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Key Elements of Testing, May 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Teachers' Use of Student Data Systems to Improve Instruction, 2007

WEB SITES [L
SEP]

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

CDE: <http://www.cde.ca.gov>

California Department of Education, Testing and Accountability:

STUDENT ASSESSMENT

<http://www.cde.ca.gov/ta>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

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

~~STUDENT ASSESSMENT~~~~Mandatory Statewide Assessments~~

~~The Superintendent or designee shall administer the mandatory state achievement test in the Standardized Testing and Reporting (STAR) program to all students in grades 2 through 8 before May 15 of each year. (Education Code 60640)~~

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

~~Any district student of limited English proficiency who has been enrolled in a California public school for less than 12 months shall take both the statewide assessment in English and a test in their primary language if such a test is available. (Education Code 60640)~~

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

~~Following the first year of enrollment in a California public school, students of limited English proficiency shall continue to take a second achievement test in their primary language, if such a test is available, as well as the statewide assessment in English. (Education Code 60640)~~

~~A parent/guardian may submit to the school a written request to excuse his/her child from any or all parts of STAR and/or the designated primary language test. The parent/guardian must initiate the request, and the district and its employees shall not solicit or encourage any written request on behalf of any child. (5 CCR 852, 881)~~

~~Special education students shall be tested with the designated achievement test, unless an explicit provision in their individualized education program specifically exempts them from testing. (5 CCR 852, 881)~~

~~(cf. 6159 Individualized Education Program) — [SEP]~~

~~(cf. 6164.6 Identification and Education under Section 504)~~

~~Students in special education programs with individualized education plans or students with current Section 504 plans delineating accommodations such as, but not limited to, large print, Braille, extended time, or the use of a reader or scribe or a calculator shall be tested and the prescribed adaptations or accommodations shall be made. (5 CCR 853)~~

~~The district shall arrange for at least two make-up days for the testing of previously absent students. All make-up testing shall occur within 10 instructional days of the last date that the district administered the test or by May 25, whichever is earlier. (Education Code 60640; 5 CCR 855)~~

~~By October 15 of each year, the Superintendent or designee shall designate a district coordinator who shall serve as the district representative and liaison with the California~~

~~STUDENT ASSESSMENT~~

~~Department of Education for all matters relating to the STAR program. The Superintendent or designee also shall designate a coordinator at each test site. (5 CCR 857-858, 886)~~

~~In addition to the duties prescribed in 5 CCR 857-858, 886, the district coordinator shall establish guidelines to help ensure that the publisher is provided complete student information, as specified in 5 CCR 861 and 870, for purposes of the Academic Performance Index.~~

~~The Superintendent or designee shall report the results of each student's test in writing to the student's parents/guardians within 20 working days of receiving results from the test publisher. If the test results are received from the publisher after the last day of instruction in the school year, each student's results shall be mailed to his/her parents/guardians. The report shall include a clear explanation of the purpose of the test, the student's score and its intended use by the district. (Education Code 60641; 5 CCR 863)~~

~~(cf 5145.6 Parental Notifications)~~

~~Individual student's scores shall also be reported to the student's school and teachers and shall be included in the student's records. Individual test results shall not be released without the permission of the student's parents/guardians. (Education Code 60641)~~

~~(cf 5125 Student Records)~~

~~Districtwide, school-level and grade-level results shall be reported to the Board of Trustees at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 60641)~~

~~(cf 9321.1 Closed Session Actions and Reports)~~

~~Within 10 working days of the last day of make-up testing, the Superintendent or designee shall report to the Superintendent of Public Instruction the following information: (Education Code 606401; 5 CCR 862)~~

- ~~1. The number of students enrolled in the district on the first day of testing~~
- ~~2. The number of students in the district to whom an achievement test was administered in _____ grades 2 through 8~~
- ~~3. The number of special education students in the district who were exempted from the test _____ based on a program provision in their individualized education program~~
- ~~4. The number of students in the district who were exempted from the test at the request~~

~~STUDENT ASSESSMENT~~

of _____ their parents/guardians

~~5. The number of tests administered with pre-identified answer documents, if applicable~~

~~Within 10 working days of the last day of make-up testing in the district, the Superintendent or designee shall report the following information relative to the designated primary language test to the California Department of Education, for grades 2-11: _____ (5801)~~

~~1. The number of students who are limited English proficient~~

~~2. The number of limited English proficient students who were administered each designated primary language test pursuant to Education Code 60640 (f)~~

~~3. The number of students who were administered each designated primary language test pursuant to Education Code 60640 (g)~~

~~4. The total number of limited English proficiency students exempted from the test pursuant to Education Code 60615~~

~~5. The total number of limited English proficient students exempted pursuant to any provision in their individual education program which explicitly exempts them from standardized testing~~

~~6. If the district opted to have the publisher of a designated primary language test provide pre-identified answer sheets, the number of tests administered with these sheets~~



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: October 7, 2014

SUBJECT: Revision to Board Policy 6162.51 State Academic Achievement Tests (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 6162.51 State Academic Achievement Tests was retitled and updated to reflect three new laws, AB 484, SB 247, and AB 97. AB 484 established a new state assessment system in the 2013-14 school year, designated by the California Department of Education (CDE) as the California Assessment of Student Performance and Progress (CAASPP). SB 247 required the CDE to identify existing tests that may be used in second grade by classroom teachers for diagnostic purposes. Finally Board Policy 6162.51 also reflects AB 97, which repealed the law that encouraged boards to examine state assessment results by school, grade, and student subgroup during their annual discussion of each school's Academic Performance Index. However, it still requires demonstration of comparable improvement in academic achievement by numerically significant student subgroups.

The Administration Regulation was updated to reflect the tests that are included in the CAASPP state assessment system established by AB 484, including, but not limited to, 2013-14 field tests of the Smarter Balanced Assessment Consortium tests in English language arts and mathematics. The allowable testing variations were deleted pending the adoption of revised Title 5 regulations, but a reference was added related to guidelines from the Smarter Balanced Assessment Consortium.

Recommendation:

It is recommended that revisions to Board Policy 6162.51 State Academic Achievement Tests be approved for first reading, with necessary changes as indicated by the Board of Trustees.

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

~~The Superintendent or designee shall administer mandatory student assessments within the state Standardized Testing and Reporting (STAR) program as required by law and in accordance with Governing Board policy and administrative regulation.~~

~~The Board desires to use the results of the achievement tests to evaluate the performance of district students against that of students in other districts across the state and against national norms.~~

~~(cf 0500 Accountability) ^LSEP~~
~~(cf 0520 Intervention for Underperforming Schools)~~
~~(cf 0530 Awards for School Performance) ^LSEP~~
~~(cf 6162.5 Student Assessment)~~

The Governing Board recognizes that state achievement test results provide an indication of student progress in achieving state academic standards and may be used to promote high-quality teaching and learning. The Superintendent or designee shall administer mandatory student assessments within the California Assessment of Student Performance and Progress (CAASPP) as required by law and in accordance with Board policy and administrative regulation.

**(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.54 - Test Integrity/Test Preparation)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)**

~~In order to help ensure a high amount of student participation, the Superintendent or designee shall notify students and parents/guardians of the importance of these achievement tests.~~

The Board strongly encourages all students at the applicable grade levels to participate in the state assessments in order to maximize the usefulness of the data and enable the district to meet participation levels required for state and federal accountability systems. The Superintendent or designee shall notify students and parents/guardians about the importance of these assessments and shall develop strategies to encourage student participation. Students shall be exempted from participation only in accordance with law and administrative regulation.

**(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 0520.3 - Title I Program Improvement Districts)**

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

The Board shall annually examine state assessment results by school, grade level, and student subgroup as one measure of the district's progress in attaining its student achievement goals and shall revise the local control and accountability plan and other district or school plans as necessary to improve student achievement for underperforming student groups.

**(cf. 0460 - Local Control and Accountability Plan)
(cf. 0500 - Accountability)**

Legal Reference:

EDUCATION CODE [SEP]

49076 Student records; access

51041 Evaluation of educational program [L][SEP]

~~*60600-60652 Assessment of academic achievement*~~ [SEP]

52052 Academic Performance Index; numerically significant student subgroups

52060-52077 Local control and accountability plan

56345 Individualized education program, contents

60600-60630 Assessment of academic achievement

60640-60649 California Assessment of Student Performance and Progress

60660-60663 Electronic learning assessment resources

60810 Assessment of language development [L][SEP]

CODE OF REGULATIONS, TITLE 5 [L][SEP]

~~*850-870 Standardized Testing and Reporting program*~~ [L][SEP]

~~*880-901 Designated primary language test*~~ [SEP]

~~*1032 Testing irregularities, ineligibility for state awards program, as proposed 11/21/00*~~

850-864 State assessments

UNITED STATES CODE, TITLE 20

1412 Participation of students with disabilities in state assessments

6311 Adequate yearly progress

CODE OF FEDERAL REGULATIONS, TITLE 34

200.1 Standards and assessment

Management Resources: [L][SEP]

~~*CDE PROGRAM ADVISORIES*~~ [SEP]

~~*Students with Disabilities: Guidelines for Testing the California Standardized Testing and Reporting Program*~~ [L][SEP]

~~*0327.86 Reporting norm referenced standardized achievement test scores to parents*~~ [L][SEP]

~~*CSBA ADVISORIES*~~ [SEP]

~~*0306.01 California Assessment Update*~~ [L][SEP]

~~*0313.00 Districts must ensure that all required student data is submitted to the publisher, or face financial penalty #00-01*~~ [L][SEP]

**STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC
ACHIEVEMENT TESTS**

CSBA PUBLICATIONS

**Supporting Student Achievement: Student Assessment System in Flux, Governance
Brief, June 2013**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Assembly Bill 484 Questions and Answers

SMARTER BALANCED ASSESSMENT CONSORTIUM PUBLICATIONS

Usability, Accessibility, and Accommodations Guidelines, September 2013

US. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS [L
SEP]

*The Use of Tests as Part of High-Stakes Decision-Making for Students: A Resource Guide for
Educators and Policy-Makers, December 2000* [L
SEP]

WEB SITES [L
SEP]

~~CDE: <http://www.cde.ca.gov>~~ [L
SEP]

~~CSBA: <http://www.csba.org>~~ [L
SEP]

California Department of Education, Testing and Accountability:

<http://www.cde.ca.gov/ta>

California Learning Resources Network: <http://clrn.org>

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

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

U.S. Department of Education, Office for Civil Rights:

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

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Policy adopted: ~~September 24, 2001~~

Fountain Valley, California

~~STANDARDIZED TESTING AND REPORTING PROGRAM~~ STATE ACADEMIC ACHIEVEMENT TESTS

Testing Period

~~The Superintendent or designee shall administer the designated achievement test and the standards-based achievement test of the Standardized Testing and Reporting (STAR) program to all students in grades 2 through 8 before June 15 of each year. (Education Code 60640; 5 CCR 855)~~

~~These tests shall be administered to students during a testing window of 21 instructional days that includes 10 instructional days before and after completion of 85% of the school's, track's or program's instructional days. Testing for all students, including make-up testing, shall be completed within this 21 instructional day window unless all or part of the 21 instructional day period falls after June 15. (Education Code 60640; 5 CCR 855)~~

~~The Superintendent or designee shall arrange for at least two make-up days for the testing of students who were absent during the period that any school administered the designated achievement test and the standards-based test. All make-up testing shall occur within five instructional days of the last date that the district administered the tests but not later than the 21 instructional day window established above. (Education Code 60640; 5 CCR 855)~~

The district shall administer the following assessments in the California Assessment of Student Performance and Progress (CAASPP): (Education Code 60640)

- 1. The Smarter Balanced Assessment Consortium summative assessments for English language arts and mathematics, aligned with Common Core State Standards, in grades 3-8 and 11**

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

All students at the applicable grade levels shall be administered these tests, except that:

- a. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law**
- b. Students with disabilities may be provided an alternate test in accordance with their individualized education program (IEP), as provided in item #3 below**

(cf. 6159 - Individualized Education Program)

(cf. 6164.6 - Identification and Education Under Section 504)

- 2. California Standards Tests in science at grades 5 and 8**

(cf. 6142.93 - Science Instruction)

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

- 3. For students with disabilities who are unable to take the tests specified in items #1-2 above even with appropriate accommodations, the California Alternate Performance Assessment (CAPA) in English language arts and mathematics for students in grades 2-11 and either the CAPA or California Modified Assessment in science for students in grades 5 and 8 in accordance with the student's IEP**

Testing Period

The state achievement tests shall be administered within the testing period established by the State Board of Education (SBE) pursuant to Education Code 60640. Students who are absent during testing shall be provided an opportunity to take the tests during the period of time established by the SBE for make-up testing.

Exemptions

A parent/guardian may submit to the school a written request to excuse his/her child from any or all parts of STAR and/or the designated primary language test any test. The parent/guardian must initiate the request, and the district and its employees shall not solicit or encourage any written request on behalf of any child or group of students. (5 CCR 852, -884)

Testing Variations

Assessments shall be administered in accordance with the manuals or other instructions provided by the test contractor and California Department of Education (CDE), except that students may be provided a tool, support, or accommodation that is specifically allowed pursuant to 5 CCR 853.5.

Accommodations provided to students with disabilities shall be those specified in their IEP or Section 504 plan. (5 CCR 850, 853.5)

Testing of English Language Learners

Any district student of limited English proficiency who has been enrolled in a California public school for less than 12 months shall take the designated achievement test and the standards-based achievement test in English and a test in his/her primary language if such a test is available. (Education Code 60640)

(cf 6174 Education for English Language Learners)

English language learners enrolled in the district for less than one year may be tested with standard or nonstandard accommodations in accordance with the manuals or other

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

instructions provided by the test publisher. Nonstandard accommodations may include, but are not limited to, reading and translating the test instructions into the student's primary language and use of a bilingual dictionary. (5 CCR 853)

Accommodations shall not include translation of test passages or content.

All English language learners enrolled in the district for less than one year shall be provided nonstandard accommodations.

Testing of Special Education Students

Special education students shall be tested with the designated achievement test and the standards based test, unless an explicit provision in their individualized education program specifically exempts them from the STAR program.

(cf 6159 Individualized Education Program) [SEP]
(cf 6164.6 Identification and Education under Section 504)

Students in special education programs with individualized education programs or students with current Section 504 plans delineating accommodations such as, but not limited to, large print, Braille, extended time, or the use of a reader or scribe or a calculator shall be tested and the prescribed adaptations or accommodations shall be made. (5 CCR 853)

District and Test Site Coordinators Staff Responsibilities

By October 15 of each year, **On or before September 30 of each year**, the Superintendent or designee shall designate a district coordinator who shall serve as the district representative and liaison with the California Department of Education for all matters relating to the STAR program. The Superintendent or designee also shall designate a coordinator at each test site. **oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the CDE. In addition, the Superintendent or designee shall designate a coordinator for each test site. The duties of the district and school site test coordinators shall include those specified in 5 CRR 857-858.** (5 CCR 857-858, 886-887)

In addition to the duties prescribed in 5 CCR 857-858 and 886, the district coordinator shall establish guidelines to help ensure that the publisher is provided complete student information, as specified in 5 CCR 861 and 870, for purposes of the Academic Performance Index.

The Superintendent or designee also shall appoint test examiner(s) to administer the state assessments. A test examiner shall be an employee or contractor of the district or, for the CAPA, shall be a certificated or licensed employee of the school, district, or county office of education. (5 CCR 850)

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian shall not be eligible to be that student's translator or scribe. (5 CCR 850)

Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit. (5 CCR 850, 857-859)

~~Within five working days of receiving reports and files from the publisher, the Superintendent and the district coordinator shall review the files and reports for completeness and accuracy, and shall notify the publisher and the California Department of Education of the findings. The Superintendent or STAR coordinator shall notify the California Department of Education in writing whether any errors, discrepancies, or incomplete information have been resolved. (5 CCR 857)~~

Reports of Test Results

~~Within 10 working days of the last day of make-up testing in the district, the Superintendent or designee shall report the following information to the California Department of Education, for grades 2-8: (Education Code 60640: 5 CCR 862)~~

- ~~1. The number of students enrolled in each school and in the district on the first day of testing in the district~~
- ~~2. The number of special education students in each school and in the district who were exempted from the test based on an explicit provision in their individualized education program pursuant to Education Code 60640(e)~~
- ~~3. The number of students in each school and in the district who were exempted from the test at the request of their parents/guardians pursuant to Education Code 60615~~
- ~~4. The number of students in each school and the district to whom the designated achievement test was administered~~

~~Within 10 working days of the last day of make-up testing in the district, the Superintendent or designee shall report the following information relative to the designated primary language test to the California Department of Education, for grades 2-8: (5 CCR 891)~~

STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC ACHIEVEMENT TESTS

1. ~~The number of students who are English language learners~~
2. ~~The number of English language learners who were administered each designated primary language test pursuant to Education Code 60640(t)~~
3. ~~The number of English language learners who were administered each designated primary language test pursuant to Education Code 60640(g)~~
4. ~~The total number of English language learners exempted from the test at the request of their parents/guardians pursuant to Education Code 60615~~
5. ~~The total number of English language learners exempted pursuant to any provision in their individual education programs which explicitly exempts them from standardized testing~~
6. ~~If the district opted to have the publisher of a designated primary language test provide pre-identified answer sheets, the number of tests administered with these sheets~~

For any state assessments that produce valid individual student results, the Superintendent or designee shall provide a written report of the student's results to his/her parents/guardians which includes a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

(cf. 5145.6 - Parental Notifications)

~~The Superintendent or designee shall report the results of each student's test in writing to the student's parents/guardians within 20 working days of receiving results from the test publisher. If the test results are received from the publisher after the last day of instruction in the school year, each student's results shall be mailed to his/her parents/guardians. The report shall include a clear explanation of the purpose of the test, the student's score and its intended use by the district. (Education Code 60641; 5 CCR 863)~~

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

~~An individual student's scores shall also be reported to his/her school and teachers and shall be included in his/her student record. Individual test results shall not be released without the permission of the student's parents/guardians. (Education Code 60641)~~

~~(cf. 5125 - Student Records)~~

**STANDARDIZED TESTING AND REPORTING PROGRAM STATE ACADEMIC
ACHIEVEMENT TESTS**

~~Districtwide, school-level and grade-level results shall be reported to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual student's scores or the relative position of any individual student. (Education Code 60641)~~

~~(cf. 9321.1—Closed Session Actions and Reports)~~

**With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission.
(Education Code 60641)**

**The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student.
(Education Code 49076, 60641)**



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: August 5, 2014

SUBJECT: Revision to Board Policy 6162.54 Test Integrity/Test Preparation (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 6162.54 Test Integrity/Test Preparation was updated to reflect the new law AB 484 which establishes the CAASPP assessment system, prohibits use of a program for the sole purpose of test preparation for state assessments, and allows districts to familiarize students with item types or the computer-based testing environment used in the CAASPP. Board Policy 6162.54 deletes material reflecting state regulations on test preparation repealed by Register 2014, No. 6.

Recommendation:

It is recommended that revisions to Board Policy 6162.54 Test Integrity/Test Preparation be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Instruction

TEST INTEGRITY/TEST PREPARATION

The Governing Board desires to protect the integrity of student assessments processes in order to obtain accurate assessment of student achievement in the district and **reliable student achievement data and to ensure accountability to the community and state** ~~maintain accountability to the community and state.~~ **Staff and students shall** ~~Students and staff are expected to~~ maintain a high level of integrity in the completion and handling of student assessments.

(cf. 0500 - Accountability)

~~(cf. 0520 - Intervention for Underperforming Schools)~~

~~(cf. 0530 - Awards for School Performance)~~

(cf. 4119.21/4219.21/4319.21 - ~~Code of Ethics~~ **Professional Standards**)

(cf. 5131 - Conduct)

(cf. 5131.9 - Academic Honesty)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - ~~Standardized Testing and Reporting Program~~ **State Academic Achievement Tests**)

~~(cf. 6162.52 - High School Exit Examination)~~

~~(cf. 6162.53 - Golden State Examination)~~

Test Integrity

In the administration of **administering** standardized tests, staff shall not **engage in any acts that could result in the invalidation of test results, such as:**

1. ~~Provide~~ **Providing** inappropriate test preparation
2. ~~Modify~~ **Modifying** test administration procedures, **except as allowed by law**
3. ~~Provide~~ **Providing** inappropriate assistance to students during test administration
4. ~~Change~~ **Changing** or ~~fill~~ **filling** in answers on student answer sheets
5. ~~Provide~~ **Providing** inaccurate data on student header sheets
6. ~~Discourage~~ **Discouraging** or ~~exclude~~ **excluding** certain students from taking the test
7. ~~Engage~~ **Engaging** in any other practice to artificially raise student scores without actually improving underlying student achievement

~~Preparation for State Tests~~ Appropriate Test Preparation

~~Staff may prepare students for assessments by providing instruction in the content specified in state and district academic standards and teaching general test-taking skills that are applicable to any test or test format.~~

TEST INTEGRITY/TEST PREPARATION

(cf. 6011—Academic Standards)

The Superintendent or designee, principals, and teachers shall not implement any program of ~~specific preparation for the sole purpose of test preparation of students~~ for the statewide student-assessment program system or a particular test used ~~within that program in the statewide assessment system~~. (Education Code 60611)

~~Practice tests provided by the publisher of the state achievement test may be used for the limited purpose of familiarizing students with the use of scannable test booklets or answer sheets and the format of test items. No alternate or parallel form of the test shall be administered or used. (5 CCR 854)~~

~~Staff shall not conduct reviews or drills that use actual test items or identical format items of state assessments, use copies of tests from previous years, or review test specific curriculum content with students before administration of the test. In addition, test preparation materials or strategies developed for a specific test, including but not limited to published materials, materials available on the Internet, and materials developed by schools, districts, county offices of education or outside consultants, are prohibited.~~

The primary preparation for assessments shall be high-quality instruction in the content specified in state and district academic standards. In addition, staff may prepare students for assessments by teaching general test-taking strategies and familiarizing them with item types or the computer-based testing environment used in state assessments.

(cf. 6011 - Academic Standards)

Investigation and Consequences of Testing Irregularities

Reports of cheating on assessments shall be submitted to the ~~principal~~ **Superintendent** or designee ~~for investigation~~. **The Superintendent or designee shall immediately investigate with due diligence any reports of inappropriate test preparation or other testing irregularities.**

Students found to have cheated on assessments shall be subject to disciplinary procedures in accordance with Board policy and administrative regulations.

(cf. 5144 - Discipline)

A staff member found to have committed testing irregularities shall be subject to discipline in accordance with law, ~~where~~ applicable collective bargaining agreements, Board policy, and administrative regulations.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

TEST INTEGRITY/TEST PREPARATION

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

~~The Superintendent or designee shall immediately investigate with due diligence any reports of inappropriate test preparation or other testing irregularities.~~

If the Superintendent or designee is made aware of a testing irregularity on state assessments, he/she shall report the irregularity to the California Department of Education.

Legal Reference:

EDUCATION CODE

~~60600-60652 California Assessment of Academic Achievement, especially:~~

~~60611 Inappropriate test preparation~~

60640-60649 California Assessment of Student Performance and Progress

GOVERNMENT CODE

~~54957 Complaints against employees, closed session~~

CODE OF REGULATIONS, TITLE 5

~~854 Advance preparation for test~~

~~857 STAR Program District Coordinator~~

850-864 California Assessment of Student Performance and Progress

~~1032 Testing irregularities, ineligibility for state awards program as proposed 11/21/00~~

~~1215 Cheating on the high school exit examination, as proposed 11/21/00~~

Management Resources:

~~STATE BOARD OF EDUCATION POLICIES~~

~~Policy and Guidelines on Preparation for State Tests, September 2000~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidelines on Academic Preparation for State Assessments, December 2009

WEB SITES:

~~CDE: <http://cde.ca.gov>~~

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

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

Smarter Balanced Assessment Consortium: <http://www.smarterbalanced.org>

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Policy adopted: ~~September 21, 2001~~

Fountain Valley, California

Board meeting of October 16, 2014

SO 2014-15/B15-8
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Revisions to Board Policy 1340 Access to District Records**
DATE: October 9, 2014

Background:

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. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

Board Policy 1340 was updated to clarify that requests to inspect copies of public records must be made in writing. In addition, the charge for copies has been increased to \$0.25 per page, reflecting the increased cost of materials and staff time.

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

Recommendation:

It is recommended that revisions to Board Policy 1340 Access to District Records be approved for first reading, with necessary changes as indicated by the Board of Trustees.

/rl

ACCESS TO DISTRICT RECORDS

The Governing Board recognizes the right of citizens to have access to public records of the district. Public records may be inspected during the regular office hours of the district. Such records shall be examined in the presence of the staff member regularly responsible for their maintenance. Members of the public are encouraged to make an appointment to inspect public records.

Requests to inspect ~~of a copy of~~ public records ~~may be oral or written~~ **must be made in writing**. Members of the public are encouraged to make requests to inspect or obtain copies of public records in writing.

Written requests for public records should include contact information (name, address or telephone #) of the requester. Written requests to inspect or copy public records may be made to the Superintendent's office, ~~17210 Oak Street~~ **10055 Slater Avenue**, Fountain Valley, 92708. (Phone: 714-843-3255) Requests should be specific, focused and not interfere with the ordinary business operations of the school district.

For copies of certain public documents, Fountain Valley School District shall make every effort to comply with the request within a 10-day period following the original request. If the request requires review of numerous records, a mutually agreeable time shall be established for the document inspection. The Fountain Valley School District shall determine within 10 days from receipt of the request if the request, in whole or in part, is for records which are legally disclosable.

The district may charge for copies of public records or other materials requested by individuals or groups. The charge, based on actual costs of duplication, shall be determined by the Superintendent or designee and is currently designated to be ~~15~~ **25** cents per page.

Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act or other statutes.

(cf. [3553](#) - Free and Reduced Price Meals)

(cf. [4112.6/4212.6/4312.6](#) - Personnel Files)

(cf. [4112.62/4212.62/4312.62](#) - Maintenance of Criminal Offender Records)

(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)

(cf. [5020](#) - Parent Rights and Responsibilities)

(cf. [5125](#) - Student Records)

(cf. [5125.1](#) - Release of Directory Information)

(cf. [6162.5](#) - Student Assessment)

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

(cf. [9321](#) - Closed Session Purposes and Agendas)

ACCESS TO DISTRICT RECORDS (continued)

Legal Reference:

EDUCATION CODE

[35145](#) *Public meetings*

[35170](#) *Authority to secure copyrights*

[35250](#) *Duty to keep certain records and reports*

[42103](#) *Publication of proposed budget; hearing*

[44031](#) *Personnel file contents and inspections*

[44839](#) *Medical certificates; periodic medical examination (re access to medical certificate in personnel file)*

[49060-49079](#) *Pupil records*

[49091.10](#) *Parental review of curriculum and instruction*

[52015](#) *Ongoing evaluation and modification of school improvement plans*

[52015.5](#) *Availability of information required by EC 52015(g)*

[52850](#) *Applicability of article (School-based Program Coordination Plan availability)*

[54722](#) *Application of article (Motivation and maintenance program Plan availability)*

GOVERNMENT CODE

[3547](#) *Proposals relating to representation*

[6250-6270](#) *California Public Records Act*

[53262](#) *Employment contracts*

[54957.2](#) *Minute book record of closed sessions*

[54957.5](#) *Agendas and other writings distributed for discussion or consideration*

[81008](#) *Public records; inspection and reproduction*

CODE OF REGULATIONS, TITLE 5

[430-438](#) *Individual pupil records*

COURT DECISIONS

Fairley v. Superior Court, 66 Cal.App. 4th 1414 (1998)

North County Parents Organization for Children with Special Needs v. Department of Education, 23 Cal.App. 4th 144 (1994)

ATTORNEY GENERAL OPINIONS

71 Ops.Cal.Atty.Gen. 235 (1988)

64 Ops.Cal.Atty.Gen 186 (1981)

ACCESS TO DISTRICT RECORDS**Records Open to the Public**

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used or retained by the district regardless of physical form or characteristics. Writing means any handwriting, typewriting, printing, photostating, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (*Government Code* [6252](#)) Records to which the public shall have access during normal business hours include but are not limited to:

1. The proposed and approved budgets. (*Government Code* 6252, *Education Code* 42103)
2. Statistical compilations. (*Government Code* 6252)
3. Reports and memoranda. (*Government Code* 6252)
4. Notices and bulletins. (*Government Code* 6252)
5. Minutes of public meetings. (*Government Code* 6252)
6. Meeting agendas. (*Government Code* 6252, 54957.5)
7. Official communications between governmental branches. (*Government Code* 6252)
8. School-based program plans. (*Education Code* 52850, 54722)
9. Information and data relevant to the evaluation and modification of school improvement plans. (*Education Code* 52015.5)
10. Initial proposals of exclusive employee representatives and of the district. (*Government Code* 3547)
11. Tort claims filed against the district and records pertaining to pending litigation which predate the filing of the litigation, unless protected by some other provision of law (*Government Code* [6254.25](#); *Fairley v. Superior Court*; 71 Ops.Cal.Atty.Gen. 235 (1988)) (*cf.* [3320](#) - *Claims and Actions Against the District*)
12. Statements of economic interests required by the Conflict of Interest Code (*Government Code* [81008](#))(*cf.* [9270](#) - *Conflict of Interest*)

ACCESS TO DISTRICT RECORDS (cont.)

13. Contracts of employment and settlement agreements (Government Code [53262](#))

(cf. [4117.5/4217.5/4317.5](#) - Termination Agreements)

(cf. [4141/4241](#) - Collective Bargaining Agreement)

Confidential Records

Records to which the general public shall not have access include but are not limited to:

1. Preliminary drafts, notes, interdistrict or intradistrict memoranda which are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code [6254](#))

(cf. [4119.23/4219.23/4319.23](#) - Unauthorized Release of Confidential/Privileged Information)

(cf. [9011](#) - Disclosure of Confidential/Privileged Information)

2. Records specifically prepared for litigation to which the district is a party or to claims made pursuant to the Tort Claims Act, until the pending litigation or claim has been finally adjudicated or otherwise settled, unless the records are protected by some other provision of law (Government Code [6254](#); Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988))

3. Personnel records, medical records, student records, personal correspondence, or similar materials the disclosure of which would constitute an unwarranted invasion of personal privacy. (Government Code 6254)

The home addresses and home telephone numbers of employees may be disclosed only as follows:

- a. To an agent or a family member of the individual to whom the information pertains.
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of its official duties.
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, unless the employee performs law enforcement-related functions or requests in writing that the information not be disclosed. (Government Code 6254.3)
- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents. (Government Code 6254.3)

ACCESS TO DISTRICT RECORDS (cont.)

4. Test questions, scoring keys and other examination data except as provided by law. (Government Code 6254)

(cf. [6162.5](#) - Student Assessment)

(cf. [6162.51](#) - Standardized Testing and Reporting Program)

5. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code [6254](#))

6. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information (Government Code [6254](#))

7. Library circulation records kept for the purpose of identifying the borrower of items available in the library (Government Code [6254](#))

(cf. [6163.1](#) - Library Media Centers)

8. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code [6254](#))

9. Documents prepared by the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that is for distribution or consideration in closed session (Government Code [6254](#))

(cf. [3516](#) - Emergencies and Disaster Preparedness Plan)

10. Recall petitions or petitions for the reorganization of school districts (*Government Code [6253.5](#)*)

11. Minutes of Board meetings held in closed session (Government Code [54957.2](#))

(cf. [9321](#) - Closed Session Purposes and Agendas)

12. Computer software developed by the district (Government Code [6254.9](#))

ACCESS TO DISTRICT RECORDS (cont.)

13. Written instructional textbooks or other materials for which providing a copy would infringe a copyright or would constitute an unreasonable burden on the operation of the district (65 Ops.Cal.Atty.Gen. 185 (1981))

(*cf.* [5020](#) - *Parent Rights and Responsibilities*)

14. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes

Requests for Copies

Public records are open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by every person requesting the record after deletion of the portions that are exempted by law. (Government Code [6253](#))

Every person may request a copy of any district record open to the public and not exempt from disclosure. (Government Code [6253](#)) Copies shall be furnished at a per page cost of ~~15~~ **25** cents per page. Written requests to waive the fee shall be submitted to the Superintendent or designee.

Within 10 days of receiving a written request for a copy of records, the Superintendent or designee shall determine whether the request seeks copies of disclosable public records in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. (Government Code [6253](#))

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code [6253](#))

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency having a substantial interest in the determination of the request or among two or more components of the district having substantial subject matter interest therein

ACCESS TO DISTRICT RECORDS (continued)

4. The need to compile data, to write programming language or a computer program, or to construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code [6253](#))

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code [6253](#))

If any person requests a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code [6253.9](#))

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code [6253.9](#))

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals
2. The request would require data compilation, extraction, or programming to produce the record

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code [6253.1](#))

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement will be deemed satisfied.

ACCESS TO DISTRICT RECORDS (continued)

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Regulation
approved:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DFS/14-15 - 81

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
 FROM: Scott R. Martin, Director, Fiscal Services
 SUBJECT: **Certificates of Participation**
 DATE: October 3, 2014

BACKGROUND

On December 12, 2013 the Board of Trustees adopted Resolution 2014-18. This resolution authorized at the first possible opportunity the pay off of the District’s existing Certificates of Participation (COPs). Early pay off of the COPs will allow the District to realize savings from avoided interest charges. Funds for the repayment have been set aside in Fund 40. Under the terms of the COPs financing agreement the District is eligible for repayment in total effective November 1, 2014. A final payoff quote has been received from Capital One Public Financing. Details of the repayment are outlined below.

| | |
|--|--------------|
| COP payments to date | \$ 486,537 |
| COP payoff amount at 11-1-2014 | \$ 8,881,052 |
| Total payments to date at payoff | \$ 9,367,589 |
| COP payments if paid to full term (06-30-2020) | \$10,033,226 |
| Savings from avoided interest charges | \$ 665,637 |

RECOMMENDATION

It is recommended that the Board of Trustees approve the payoff of the District’s Certificates of Participation in the amount of \$8,881,052. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents.

cl



PAYOFF QUOTATION

9/11/2014

Capital One Public Funding, LLC
275 Broad Hollow Road
Melville, NY 11747

LESSEE/DEBTOR: Fountain Valley School District, CA
Account #: 5002-00471

Capital One Public Funding, LLC (COPF), will release its interest in the referenced collateral promptly upon receipt of good funds (wire transfer, certified or bank check) as detailed below. Please note, company checks may be subject to a thirty (30) day waiting period for release of documentation.

Description: Refunding of Series 2004 COPs

| | | |
|----------------|----------|--------------|
| Payment Due on | 11/01/14 | \$789,350.00 |
|----------------|----------|--------------|

| | | |
|-------------------|----------|----------------|
| Purchase Price on | 11/01/14 | \$8,091,702.00 |
|-------------------|----------|----------------|

| | | |
|------------------|----------|--------|
| Interest Owed on | 11/01/14 | \$0.00 |
|------------------|----------|--------|

| | | | |
|--------------|----------|---------------|-----------------------|
| Valid Until: | 11/01/14 | TOTAL: | \$8,881,052.00 |
|--------------|----------|---------------|-----------------------|

Remit payment as per the instructions below. Please include the referenced lease number for accurate and timely processing.

| | |
|---|--|
| Via Mail Capital One Public Funding, LLC 275 Broadhollow Road, 4th Fl Melville, NY 11747 Attn: Payoff, Department Re: 5002-00471 Fountain Valley 100361254 School District, CA | Via Wire Capital One Bank ABA #: 021407912 Beneficiary: JAMSAB Realty Corp./Capital One Public Funding A.: 3124063607 Re: 5002-00471 Fountain Valley School District, 100361254 CA |
|---|--|

All quotes are subject to final audit by COPF. If you have any questions, please email the undersigned.

Robert Steimel
 Capital One Public Funding, LLC
robert.steimel@capitalone.com



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY AND ADMINISTRATIVE
REGULATION 5123 PROMOTION/ACCELERATION/RETENTION
(FIRST READING)***
DATE: October 7, 2014

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.

Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention require updating as a result of the suspension of the Standardized Testing and Reporting Program in the fall of 2013.

During the state's transition from the California Content Standards Tests to the Smarter Balanced assessment system, standardized test scores will not be available for English/language arts and math. In the absence of these student results, it is necessary for the District to revise conditions for student retention.

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

RECOMMENDATION:

It is recommended that revisions to Board Policy and Administrative Regulation 5123 Promotion/Acceleration/Retention be approved for first reading, with necessary changes as indicated by the Board of Trustees.

PROMOTION/ACCELERATION/RETENTION

The Governing Board expects students to progress through each grade within one school year. To accomplish this, instruction ~~should accommodate the varying interests and growth patterns of individual students and include~~ **shall be designed to accommodate the variety of ways that students learn and provide** strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 – Academic Standards)
(cf. 6146.5 – Elementary School Promotion/Standards of Proficiency)
(cf. 6170.1 - Transitional Kindergarten)

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student’s social and emotional growth shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year and **as early** in students’ school careers **as practicable**, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained ~~in accordance with law, Board policy, and administrative regulation at their current grade level.~~ **and the following criteria: Such students shall be identified at the following grade levels:** (Education Code 48070.5)

1. **Between grades 1 and 2**
2. **Between grades 2 and 3**
3. **Between grades 3 and 4**
4. **Between grades 4 and 5**
5. **Between grades 5 and 6**
6. **Between grades 6 and 7**
7. **Between grades 7 and 8**
8. **Between grades 8 and 9**

~~Students shall be identified on the basis of grades. The following other indicators of academic achievement shall also be used:~~

- ~~• The State’s Standardized and Reporting Program~~
- ~~• Fountain Valley School District Benchmark Assessments~~

PROMOTION/ACCELERATION/RETENTION (continued)

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and ~~the following additional indicators of academic achievement:~~ **local assessment results as delineated in administrative regulation.**

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5149 - At-Risk Students)

~~When a student is identified as being at risk for retention, opportunities for remedial instruction will be provided.~~

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

Decisions about retention of Special Education students will be based on the criteria **indicated in** ~~of~~ their IEP's and their performance level.

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When a student is recommended for retention or is identified as being at risk for retention, the Superintendent or designee shall offer an appropriate program of remedial instruction to assist the student in meeting grade-level expectations. (Education Code 48070.5)

(cf. 6164.5 – Student Study Teams)

(cf. 6179 - Supplemental Instruction)

(cf. 6177 – Summer School)

Legal Reference:

EDUCATION CODE

37252-37253 Summer school

46300 Method of Computing ADA

48011 Admission on completing kindergarten: grade placement of pupils coming from other districts

48070-48070.5 Promotion and retention

48431.6 Required systematic review of students and grading

PROMOTION/ACCELERATION/RETENTION (continued)

51215 Proficiency standards in basic skills

51216 Assessment of pupil proficiency

51217 Withholding diploma (high school)

51218 Separate proficiency standards

56345 Elements of individualized education plan

60641-60647 Standardized Testing and Reporting Program

60648 Minimum performance levels

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

Management Resources

CDE PROGRAM ADVISORIES

06121.89-06123,89 Educating Young Children: Next Steps in Implementing the School Readiness Task Force Report

0916.91 Retention of Students in Elementary and Middle Grades, CIL 91/92-02

CDE MANAGEMENT ADVISORIES

0900.90 Changes in Law concerning Eligibility for Admission to Kindergarten 9010

LEGISLATIVE COUNSEL OPINION

1001.98 Promotion and Retention #21610

CSBA ADVISORIES

1112.98 Student Promotion/Retention Advisory

WEB SITES

CSBA: <http://www.csba.org> CDE: <http://www.cde.ca.gov>

Policy

PROMOTION/ACCELERATION/RETENTION**Acceleration from Kindergarten to First Grade**

A student enrolled in kindergarten may be admitted to the first grade at the discretion of the Superintendent or designee and with the consent of the parent/guardian, upon determination that the child is ready for first-grade work. (Education Code 48011)

Admission shall be subject to the following minimum criteria:

1. The student is at least five years of age.
2. The student has attended a public school kindergarten for a long enough time to enable school personnel to evaluate his/her ability.
3. The student successfully meets the FVSD end of year Kindergarten Benchmark criteria.
4. The physical development and social maturity of the student are consistent with his/her advanced mental ability.
5. The parent/guardian of the student has filed a written statement with the school district approving the placement in first grade.

Continuation in Kindergarten

Students who have completed one year of kindergarten shall be admitted to first grade unless the parent/guardian and the district agree that the student shall continue in kindergarten for not more than one additional school year. (Education Code 48011) Consideration for retention in kindergarten will be based on mastery of kindergarten language arts standards on the Fountain Valley School District kindergarten benchmark assessments.

Whenever a student continues in kindergarten for an additional year, the Fountain Valley School District Kindergarten Retention form must be signed by the parent/guardian and the Superintendent or designee, stating that the student shall continue in kindergarten for not more than one additional school year. A copy shall be placed in the student's Cumulative Folder and one copy sent to the Assistant Superintendent of Instruction. (*Education Code 46300*)

Retention at Other Grade Levels

The Superintendent or designee shall identify students who should be retained or who are at risk of being retained in grades 1-8. (Education Code 48070.5)

A student may not be retained more than one time.

PROMOTION/ACCELERATION/RETENTION (continued)

Students in grades 1, 2 and 3 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts and mathematics shall be the basis for identifying students in grades 4-8.

(cf. 6142.91 – Reading/Language Arts/Instruction)

Criteria for Promotion/Retention:

A. PROMOTION

A student who meets or exceeds the minimum performance levels described below for each grade will be promoted.

B. RETENTION – CONSIDERATIONS FOR TRIMESTER 1

Parents/guardians will be informed ~~at the end of the~~ **during the** first trimester if their child is at risk of retention. Students will be considered for retention if all of the following grade level conditions are met.

Retention in Grade 1

- Scored below 25 on Phoneme Segmentation Fluency on the *DIBELS Next* assessment (Goal: 40+), and
- Scored below 18 on the *DIBELS Next* Nonsense Word Fluency – Correct Letter Sounds test (Goal: 27+), and
- Read less than 100 words correct on the High Frequency Word List.

Retention in Grade 2

- Read less than 37 words correct with an accuracy rate of less than 81% on the *DIBELS Next* Oral Reading Fluency test (Goal: 52+ words correct and 90% accuracy), and
- Read less than 200 words correct on the High Frequency Word List.

Retention in Grade 3

- Read less than 55 words correct with an accuracy rate of less than 89% on the *DIBELS Next* Oral Reading Fluency test (Goal: 70+ words correct and 95% accuracy), and
- **Scored less than 5 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 8+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts Content Standards Test (CST) in the previous year.~~

Retention in Grade 4

- Read less than 70 words correct with an accuracy rate of less than 93% on the *DIBELS Next* Oral Reading Fluency test (Goal: 90+ words correct and 96% accuracy), and

PROMOTION/ACCELERATION/RETENTION (continued)

- **Scored less than 10 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 15+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year.~~

Retention in Grade 5

- Read less than 96 words correct with an accuracy rate of less than 95% on the *DIBELS Next* Oral Reading Fluency test (Goal: 111+ words correct and 98% accuracy), and
- **Scored less than 12 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 18+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year.~~

Retention in Grades 6, 7, and 8

- **Earned a “D” or an “F” in English or Math on the first trimester progress report, and**
- **Earned a Grade Point Average of 1.5 or less on the first trimester progress report.**

C. RETENTION - CONSIDERATIONS FOR TRIMESTER 2

At the conclusion of the second trimester, a student will continue to be considered at risk of retention if all of the following grade level conditions are met.

Retention in Grade 1

- Read less than 16 words correct with an accuracy rate of less than 68% on the *DIBELS Next* Oral Reading Fluency test (Goal: 23+ words correct and 78% accuracy), and
- Read less than ~~200~~ **150** words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the second trimester report card.

Retention in Grade 2

- Read less than 55 words correct with an accuracy rate of less than 91% on the *DIBELS Next* Oral Reading Fluency test (Goal: 72+ words correct and 96% accuracy), and
- Read less than 200 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the second trimester report card.

Retention in Grade 3

- Read less than 68 words correct with an accuracy rate of less than 92% on the *DIBELS Next* Oral Reading Fluency test (Goal: 86+ words correct and 96% accuracy), and

PROMOTION/ACCELERATION/RETENTION (continued)

- **Scored less than 7 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 11+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in Reading Achievement on the second trimester report card.

Retention in Grade 4

- Read less than 79 words correct with an accuracy rate of less than 94% on the *DIBELS Next* Oral Reading Fluency test (Goal: 103+ words correct and 97% accuracy), and
- **Scored less than 12 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 17+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the second trimester report card.

Retention in Grade 5

- Read less than 101 words correct with an accuracy rate of less than 96% on the *DIBELS Next* Oral Reading Fluency test (Goal: 120+ words correct and 98% accuracy), and
- **Scored less than 13 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 20+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the second trimester report card.

Retention in Grades 6, 7, and 8

- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in English or Math on the second trimester report card, **and**
- **Earned a Grade Point Average of 1.5 or less on the second trimester report card.**

D. RETENTION CONSIDERATIONS FOR TRIMESTER 3

At the conclusion of the third trimester, a student will continue to be considered for retention if all of the following grade level conditions are met.

Retention in Grade 1

- Read less than 32 words correct with an accuracy rate of less than 82% on the *DIBELS Next* Oral Reading Fluency test (Goal: 47+ words correct and 90% accuracy), and

PROMOTION/ACCELERATION/RETENTION (continued)

- Read less than 200 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the third trimester report card.

Retention in Grade 2

- Read less than 65 words correct with an accuracy rate of less than 93% on the *DIBELS Next* Oral Reading Fluency test (Goal: 87+ words correct and 97% accuracy), and
- Read less than 200 words correct on the High Frequency Word List, and
- Earned a “1” in Reading/Language Arts Achievement Level on the third trimester report card.

Retention in Grade 3

- Read less than 80 words correct with an accuracy rate of less than 94% on the *DIBELS Next* Oral Reading Fluency test (Goal: 100+ words correct and 97% accuracy), and
- **Scored less than 14 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 19+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in Reading Achievement on the third trimester report card.

Retention in Grade 4

- Read less than 95 words correct with an accuracy rate of less than 95% on the *DIBELS Next* Oral Reading Fluency test (Goal: 115+ words correct and 98% accuracy), and
- **Scored less than 20 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 24+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the third trimester report card.

Retention in Grade 5

- Read less than 105 words correct with an accuracy rate of less than 97% on the *DIBELS Next* Oral Reading Fluency test (Goal: 130+ words correct and 99% accuracy), and
- **Scored less than 18 on the Daze Reading Comprehension subtest of the *DIBELS Next* assessment (Goal: score of 24+).**
- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in Reading Achievement or Math Achievement on the third trimester report card.

Retention in Grades 6, 7, and 8

PROMOTION/ACCELERATION/RETENTION (continued)

- ~~Scored at the Far Below Basic, Below Basic, or Basic performance level on the English Language Arts or Mathematics Content Standards Test (CST) in the previous year, and~~
- Earned a “D” or “F” in English or Math on the third trimester report card., **and**
- **Earned a Grade Point Average of 1.5 or less on the third trimester report card.**

E.CONDITIONAL PROMOTION

Special consideration may be given when it is determined by school personnel that retention may not benefit the student.

(cf. 5121 – Grades/Evaluation of Student Achievement)

(cf. 6162.5 – Student Assessment)

Identification of Students

If a student is identified as performing below the minimum standards for promotion, the student shall be retained in his/her current grade level unless the student’s regular classroom teacher or the Student Study Team at the middle school level has determined in writing that retention is not the appropriate intervention to remediate the student’s academic deficiencies. This determination shall specify the reasons that retention is not appropriate for the student and shall include recommendations for intervention other than retention that, in the opinion of the teacher or Student Study Team, are necessary to assist the student in attaining acceptable levels of academic achievement. (Education Code 48070.5)

Parent Notification

When a student is identified as at risk of retention, the Superintendent or designee shall notify the student’s parent/guardian.

Information pertaining to the student’s academic achievement shall be provided and discussed with the parent/guardian and the principal before any final determination of retention or conditional promotion. (Education Code 48070.5)

(cf. 5145.6 – Parental Notifications)

The Superintendent or designee shall also provide a copy of the district’s promotion/retention policy and administrative regulation to those parents/guardians who have been notified that their child is at risk of retention.

Appeals Process

The decision to promote or retain a student may be appealed consistent with Board policy, administrative regulation and law.

PROMOTION/ACCELERATION/RETENTION (continued)

The burden shall be on the appealing party to show why the decision should be overruled.
(Education Code 48070.5)

To appeal a decision, the appealing party shall submit a written request to the Superintendent or designee specifying the reasons why the decision should be overruled. The appeal must be initiated within 10 school days of the determination of retention or promotion. The teacher shall be provided an opportunity to state orally and/or in writing the criteria on which his/her decision was based.

Within 30 days of receiving the request, the Superintendent/designee shall determine whether or not to overrule the teacher's decision. Prior to making this determination, the Superintendent or designee may meet with the appealing party and the teacher. If the Superintendent or designee determines that the appealing party has overwhelmingly proven that the decision should be overruled, he/she shall overrule the decision. The Superintendent or designee's determination may be appealed by submitting a written appeal to the Board within 15 school days. Within 30 days of receipt of a written appeal, the Board shall meet in closed session to decide the appeal. The Board's decision may be made on the basis of documentation prepared as part of the appeal process or, at the discretion of the Board. The Board may also meet with the appealing party, the teacher and the Superintendent/designee to decide the appeal. The decision of the Board shall be final.

(cf. 9321 – Closed Session Purposes and Agendas)
(cf. 9321.1 – Closed Session Actions and Reports)

If the decision of the Board is unfavorable to the appealing party, he/she shall have the right to submit a written statement of objections, which shall become part of the student's record.

(cf. 1312 – Complaints Against the Schools)
(cf. 5125 – Student Records)
(cf. 5125.3 – Challenging Student Records)

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

September 4, 2014

MINUTES

President Edwards called the regular meeting of the Board of Trustees to order at 6:00pm.

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 |

Mrs. Edwards noted the following addendum to the agenda with corrections to the below items:

AGENDA APPROVAL

6. AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT

On August 20, 2014 Fountain Valley School District and FVEA reached an Agreement on all subject matters for the 2014-15 year. FVEA ratified the agreement on August 29, 2014.

Superintendent's Recommendation: It is recommended the Board of Trustee approve this Agreement dated August 20, 2014 and ratified by the members of the Fountain Valley Education Association by August 29, 2014.

11. APPROVAL OF THE RESOLUTION 2015-09 AUTHORIZING THE INVESTIGATION OF THE FEASIBILITY OF LOCAL SCHOOL FUNDING SOURCES

The resolution authorizes staff to contract with a public opinion survey firm to conduct a study to determine the level of interest in our community for a public investment in District facilities, with a focus on air quality and climate in our public classrooms.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve the Resolution 2015-09 Authorizing the Investigation of the Feasibility of Local School Funding Sources.

12-B. Personnel Items

Removal of Item 2.1.1

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. No action was anticipated. The following was addressed:

CLOSED SESSION

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

The public portion of the meeting resumed at 7:00 pm.

PLEDGE OF ALLEGIANCE

Mr. Templin led the Pledge of Allegiance.

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Scott Martin reviewed for the Board of Trustees the Unaudited Actuals for the Fountain Valley School District for the fiscal year 2013-14. Mrs. Fullerton provided a 2013-14 overview, noting that State General Fund revenues are up over the previous year. Since the District's Estimated Actuals, she explained that there has been very little change in revenue; a decrease in expenditures; there was no deficit spending in 2013-14; transfers from Fund 40 to Fund 01 was significantly less than budgeted; and there was an increase in the ending fund balance. Mr. Martin reviewed the Unaudited Actuals, noting revenue for 2013-14 of \$46,691,467, a .29% change from our Estimated Actuals. The majority of revenues come from LCFF. He

UNAUDITED ACTUALS FOR FISCAL YEAR 2013-14 (ORAL AND WRITTEN)

reviewed expenditures, noting \$46,415,728 in expenditures for 2013-14, \$1,121,621 less than projected in the Estimated Actuals. He reviewed the General Fund balance, noting an ending fund balance of \$4,930,779. Mrs. Fullerton reviewed a year over year comparison, commending the District for its prudence in looking at expenditures.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo attended the New Teacher Orientation, noting the excitement of our new teachers. She thanked Ms. Silavs and Dr. Hoefler for the trainings offered, noting having attended the third grade math textbook training.

Mr. Collins welcomed Mrs. Lucchese back to the District. He attended the New Teacher Orientation, noting what a great and packed event it was. He commended the District's schools on a successful first day of school. He attended the CSBA planning session. He noted as well his excitement for the new school year, commending the efforts put in place.

Mr. Templin noted that since the last meeting he has been busy working. He also welcomed Mrs. Lucchese back.

Mrs. Crandall congratulated our administrators and staff for a smooth start to the school year. She attended the New Teacher Orientation, several professional development trainings including the training for our preschool teachers, the math book pilot training, the OCDE math training regarding professional standards, presentation of the Assistance League's grant awards to our teachers, the Kelly Osborn Memorial fundraising event where FVLA had a sponsorship, the Festival of Children event, and she presented a Community Volunteer Academy training to our new Kindergarten parents.

Mrs. Edwards commended our senior management team, noting the successes of Mrs. Fullerton, Mrs. Abdel and Ms. Silavs along with Dr. Hoefler.

PUBLIC HEARINGS

A public hearing was held for the purpose of receiving public comment on the agreement between the Fountain Valley School District and FVEA for the 2014-15 school year. Public input was welcomed. There were no requests to speak and the hearing was closed.

**PUBLIC HEARING FOR
THE AGREEMENT
BETWEEN FOUNTAIN
VALLEY SCHOOL
DISTRICT AND FVEA**

PUBLIC COMMENTS

There was one request to address the Board. A member of the community from BARE (Bully Awareness Resistance Education) addressed the Board regarding an upcoming professional growth training October 17.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to approve the Public Disclosure of Collective Bargaining Agreement Between Fountain Valley School District and FVEA for the 2014-15 school year

Second: Mr. Templin

Vote: 5-0

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FVEA FOR THE 2014-15 SCHOOL YEAR

Motion: Mr. Collins moved to approve the Public Disclosure of Collective Bargaining Agreement Between Fountain Valley School District and CSEA #358 for the 2014-15 School Year

Second: Mrs. Galindo

Vote: 5-0

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

Motion: Mr. Templin moved to approve Disclosure of Management and Confidential Employees Salary Increase

Second: Mr. Collins

Vote: 5-0

DISCLOSURE OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES SALARY INCREASE

Motion: Mr. Collins moved to approve Agreement Between Fountain Valley Education Association and Fountain Valley School District

Second: Mrs. Galindo

AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT

Mrs. Crandall noted that we have been unable as a District to give raises since 2007-2008 and our bargaining units have been patient

in their wait for this.

Vote: 5-0

Motion: Mr. Collins moved to approve Revision to Board Policy 6162.6 Use of Copyrighted Materials (Second Reading and Adoption)

REVISION TO BOARD
POLICY 6162.6 USE
OF COPYRIGHTED
MATERIALS
(SECOND READING
AND ADOPTION)

Second: Mrs. Galindo

Mrs. Galindo noted that this is the responsibility of our teachers and they have been trained in this policy.

Vote: 5-0

Motion: Mr. Collins moved to approve Revision to BP 5127 Promotion Ceremonies and Activities (First Reading)

REVISION TO BP 5127
PROMOTION
CEREMONIES AND
ACTIVITIES (FIRST
READING)

Second: Mrs. Galindo

Ms. Silavs noted a discovery that there were discrepancies regarding student eligibility and grade point average and the number of student suspensions possible to still participate in school activities. Ms. Silavs noted the recommendation of our middle school principals of a 2.0 GPA as a standard and no more than one suspension. She noted as well Mr. Templin's suggestions, which Dr. Ecker and Ms. Silavs felt the Board could discuss prior to the policy being brought back for second reading. Mr. Templin summarized his thoughts stating that while the policy currently states that if a student has been expelled from another district and transferred to our district, they cannot participate in the ceremonies. He noted that given his experiences with students changing schools and the turning over a new leaf, he suggested that the policy read that a student's previous record is considered instead of ultimately counted. Regarding students who are being retained participating in promotion activities, he provided suggestions as well to help clarify for parents that students being retained could participate in promotion activities just not the promotion ceremony. Mr. Collins noted as well the requirement that all students must wear gowns, understanding the need for this although noting that for those students that cannot afford to purchase a gown that there should be a fund at each site for this. Ms. Silavs noted that while most students do purchase their gowns and keep them, staff is looking into the possibility of renting gowns for students that cannot afford to purchase them, a cost to

the school. The Board reached consensus to make these changes prior to it coming back for second reading and adoption.

Vote: 5-0

Motion: Mr. Templin moved to adopt the 2014-15 Board Interests 2014-15 BOARD INTERESTS

Second: Mr. Collins

Mrs. Crandall noted changing “addressing the concern” to “evaluating the concern” in interest 3, to match the LCAP wording. Dr. Ecker explained that the wording was based on the Board’s discussion but, they are the Board’s interests. He noted that addressing indicates a desire to do something. He suggested “evaluating and addressing”. Mr. Collins concurred. Mrs. Galindo agreed with Mrs. Crandall. Mr. Templin noted that his thought behind the interest was to both evaluate the concern and address the concern if there was something that could be done. The Board reached consensus to change the wording in interest 3 to read “evaluating and addressing the concern”.

Vote: 5-0

Motion: Mrs. Crandall moved to adopt the 2014-15 District Goals ADOPTION OF DISTRICT GOALS FOR 2014-15

Second: Mrs. Galindo

Mr. Collins noting his feeling that it is important for new board members to have time with Mrs. Fullerton to review the expenditures and revenues of the district. Dr. Ecker noted as well his meetings with board candidates to provide them information on the District including the District’s goals, Board Interests and our budget.

Vote: 5-0

Motion: Mr. Templin moved to Approve Resolution 2015-09 Authorizing the Investigation of the Feasibility of Local School Funding Sources APPROVAL OF THE RESOLUTION AUTHORIZING THE INVESTIGATION OF THE FEASIBILITY OF LOCAL SCHOOL FUNDING SOURCES

Second: Mr. Collins

Mrs. Galindo noted her agreement with Mr. Templin in exploring cooling our schools. She noted her belief that first we need to

study this issue, investigate ventilation and cooling sources, noting that this resolution skips straight to funding considerations for a project whose parameters are yet unknown. Mrs. Edwards noted her understanding that the intent of the resolution is to see if there is any support in the community. Mrs. Crandall noted her experience working in our sites when it is rather warm and that this did come up at the LCAP meetings. She noted the previous discussion captured in the minutes that notes this will not go very far without discussion. She noted that studying and discussing this issue totally aligns with the LCAP actionable item, evaluating options to increase airflow in our classrooms, noting however that the anticipated expenditures for this item for 2014-17 are none, and expenses are listed as zero. She noted her belief that this resolution pushes the evaluation process to another level and produces a chasm of missing information. She furthered explained that surveying the community for their appetite for taxing themselves through a bond is premature; noting that she could not defend this resolution should it pass as there are too many unanswered questions including consideration of new technologies. She explained that it was not until reading today's *OC Register* article that she saw a possible cost mentioned of \$20-\$25 million. She quoted page 59 of this evening's agenda referencing a project of this sort exceeding the District's capital resources, noting that despite this probably being true, the Board has not received any figures. She noted as well in regard to policy, in the Certificated Bargaining agreement, page 47, there is language regarding inspection of heat and ventilation filters, suggesting that perhaps before we venture into this we define a better ventilation policy. She also noted the need to see what our maintenance priorities are in terms of repairs throughout the district. She noted her disapproval with section 3 of the resolution and the contracting with a political strategist, noting her belief that the public would be inflamed to learn of the district's decision to spend taxpayer money on a political strategists whose job it is to manipulate public opinion. She noted that she cannot support this. She noted the cost of special elections. She explained her belief that most of us have been encouraged to leave the world a better place than we have found it, noting that with board members service drawing to a close and the superintendent retiring, leaving a legacy of cooler classrooms would leave their professional worlds in a better place but, she noted her concern that doing so would leave a new board and a new superintendent with a tax increase to defend, an election that happens after the board that enacted the resolution is gone and encumbrance for consultants all with an interest that may not align with the sentiments of the new board or the new superintendent.

Mr. Collins noted the need to consider student achievement, teacher welfare and technology warming the classroom even more. He noted his understanding that Mrs. Crandall does not like the idea of a bond, as this was apparent during the last election. But he noted his understanding that we are asking if the public is willing to support what's good for kids, schools, learning and our district and yes, we need to study the costs but this resolution is not putting the cart before the horse as Mrs. Crandall noted in her comments. Mrs. Crandall reiterated that she taught in these classrooms and they are hot but she cannot defend this with the chasm of missing information.

Mr. Templin explained his belief that the more information available in making a decision the better. He noted his vision that all of this would happen simultaneously, surveying the public for their support, researching ways to do this and gathering costs, etc. He explained not necessarily needing all of this in an order but that the information would be available prior to making a decision. He explained that regarding having a new board, he could have said what was shared by Mrs. Crandall about everything done tonight, including why voice a board interest, period, when he will not be here in a few months. He explained though that we still need to do what is best and work until the final hour. His hope is that this information in the end will be information for the new board; if they choose in the end not to go forward then at least they have that information before them. By approving this resolution the Board is not saying that they will do this but instead are just gathering more information.

Mrs. Edwards agreed noting that she does not see it as a means to an end; if there is no interest from the community in taxing themselves then the Board will not move forward. But if there is interest then the Board will look into the myriad of ways of accomplishing this. Mrs. Edwards noting as well feeling affronted that Mrs. Crandall suggested that her legacy would be built on this issue.

Dr. Ecker clarified that the action in front of the board right now is to survey the community to gauge their support. He noted that we are not big winners in the LCFF and therefore have to depend on the support of the community. He explained that we are currently looking at climate in our classrooms because of the health standards that we need to maintain. He noted there are a myriad of ways that we can go that range in average of \$8-\$10 million to \$25 million. He explained that this is not something that just came up but, an issue more and more apparent as we enter into the LCAP process. All that the Board has in front of them now is a resolution that authorizes staff to ask the community if they would like to make a public investment in their schools. He noted his

appreciation for public opinion of taxes but noted as well having worked with staff on our budget and unless the Board wishes to do something with its endowment fund and change the resolution previously passed for the alternative revenue stream, the Board does not have the money it needs and this is only part of our facility issues, in addition to roofs, blacktops, and other capital improvements. This resolution provides a future board with more information. If a future board decides that it does not want to address it, than it is not compelled to do anything. If the board is truly interested in evaluating and addressing this issue, this is a first step. He noted that if he, as a member of the public, was surveyed, instead of being angry about taxes, he would be grateful that he was asked his opinion.

Mr. Collins noted that in the goals just adopted, we already agreed to explore alternatives for improving climate in our classrooms including initial cost estimates, ongoing costs and possible sources of funding. We have already agreed to do that and this is merely seeing if the public has an interest in supporting this.

Mrs. Galindo asked regarding public opinion surveys, who would be surveyed, noting that numbers can be manipulated. She noted that this information is not what is most important to us. While we are in agreement that our schools need cooling, we are not in agreement that everything is on the table. We need to study and bring forward information. And decide how we include our entire community, those citizens not a part of our school community.

Dr. Ecker noted that a firm would be hired and a credible and valid sample from the entire community would be surveyed. There would be a cost associated with it. Throughout the LCAP process we did reach out beyond our parent community and business and community members were included. This would be done in a different fashion, not unlike the multitude of surveys that currently go out throughout the community with the intent to give the Board a gauge as to the community's support of an investment in their schools to support improvement of air quality and climate in our classrooms. Mrs. Galindo noted her belief that the resolution is too general and wide open and requires clarification.

Vote: 3-2 (Galindo, Crandall)

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

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from August 16th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Biennial Review/Updated Conflict of Interest Code
- Unaudited Actuals for Fiscal Year Ending 2013-14
- Resolution 2015-08: GANN Amendment Appropriations Limitation

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

- Mr. Collins Noted that regarding the start of the school year, the high school district started last Wednesday while we started this Wednesday. He noted his interest in seeing Mrs. Abdel and our teachers' association explore the possibility of selecting a start date that better coincides with the high school district.
- Mrs. Galindo Noted as well her interest in us looking at our start times to make our middle schoolers start later given their desire to sleep in later.
- Dr. Ecker Commended Mrs. Fullerton and staff for the District's success in avoiding deficit spending in 2013-14.
- Dr. Ecker Welcomed new Fulton principal, Kevin Johnson. He also welcomed Joe Hastie, commending the appearance of our sites as well our participation in the ALS Ice Bucket Challenge. He welcomed Mrs. Lucchese back. And he also welcomed those candidates here this evening, noting Mr. Stine's absence due to attendance at a recognition event with Dr. Mijares. He noted looking forward to his future meetings with our candidates

ADJOURNMENT

- Motion:** Mr. Collins moved to adjourn the meeting at 8:43pm.

Second: Mr. Templin

Vote: Unanimously approved

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

September 24, 2014

MINUTES

President Edwards called the special meeting of the Board of Trustees to order at 1:00pm. **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: Mrs. Galindo

Vote: 5-0

Mr. Collins led the Pledge of Allegiance. **PLEDGE OF ALLEGIANCE**

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. No action was anticipated. The following was addressed: **CLOSED SESSION**

- Superintendent Search: *Government Code 54957*
Review of candidate applications and identification of candidates for interview.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 4:45pm.

Second: Mr. Templin

Vote: Unanimously approved

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 4, 2014

MINUTES

President Edwards called the special meeting of the Board of Trustees to order at 7:45am. 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: Mrs. Galindo

Vote: 5-0

Mr. Collins led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

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. No action was anticipated. The following was addressed: CLOSED SESSION

- Superintendent Search: *Government Code 54957*
Interview of candidates for the position of Superintendent.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 7:15pm.

Second: Mr. Templin

Vote: Unanimously approved

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

October 9, 2014

MINUTES

President Edwards called the special meeting of the Board of Trustees to order at 8:55am. CALL TO ORDER

The Board immediately adjourned to Los Alamitos, California.

The following board members were present: ROLL CALL

| | |
|-----------------|-------------------|
| Judith Edwards | President |
| Jimmy Templin | President Pro-Tem |
| Jeanne Galindo | Member |
| Sandra Crandall | Member |

The following members were absent:
Ian Collins Clerk

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

Second: Mrs. Crandall

Vote: 5-0

- Superintendent Search Visitation: *Government Code 54954(c)* SPECIAL ORDER OF BUSINESS
The Board will reconvene in the Fountain Valley School District (10055 Slater Avenue, Fountain Valley, CA) to gather facts and information, and meet with members of the public, related to the superintendent search.

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. No action was anticipated. The following was addressed: CLOSED SESSION

- Public Employment: *Government Code 54957*
Superintendent

ADJOURNMENT

Motion: Mr. Templin moved to adjourn the meeting at 12:07pm.

Second: Mrs. Galindo

Vote: Unanimously approved
/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
October 16, 2014**

1.0 EMPLOYMENT FUNCTIONS:

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>REASON</u> | <u>EFFECTIVE</u> |
|-------|------------------|-----------------|-------------------|---------------|------------------|
| 1.1.1 | Workman, Tiffany | Courreges | Teacher | Sick | 10/08/2014 |
| 1.1.2 | Fouse, Erin | Masuda | Teacher | Maternity | 10/04/2014 |
| 1.1.3 | Hubbard, Randi | Oka | Teacher | Maternity | 10/20/2014 |
| 1.1.4 | Trimm, Amy | Talbert | Teacher | FMLA | 09/29/2014 |
| 1.1.5 | Monsoor, Kristin | Tamura | Teacher | Maternity | 10/14/2014 |

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2014-2015 SCHOOL YEAR

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>FTE</u> |
|-------|-----------------|-----------------------|-----------------|------------|
| 1.2.1 | Miali, Carla | 1 st Grade | Oka | 1.0 |
| 1.2.2 | Lingle, Lauren | Social Science | Talbert | 1.0 |

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

2.0 EMPLOYMENT FUNCTIONS

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|----------------------|-----------------|-------------------|------------------|
| 2.1.1 | Satterthwaite, Cindy | Gisler | IA Special Ed | 06/17/2014 |
| 2.1.2 | Campo, Michael | Fulton | IA DTT | 06/17/2014 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>REASON</u> | <u>EFFECTIVE</u> |
|-------|-----------------|-----------------|-------------------|---------------|------------------|
| 2.2.1 | Garcia, Ernie | Fulton | Head Custodian | Personal | 09/12/2014 |
| 2.2.2 | Naile, Barbara | Oka | P/S Instructor | Medical | 09/03/2014 |
| 2.2.3 | Qafaiti, Samar | Plavan | FSW | Personal | 09/03/2014 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|-----------------------|---------------------|----------------------------|------------------|
| 2.3.1 | Reza, Martha | Transportation | Bus Driver | 09/03/2014 |
| 2.3.2 | Bueno, Jose | Transportation | Bus Driver | 09/03/2014 |
| 2.3.3 | Deutschmann, Kimberly | Gisler | Preschool Instr. | 09/03/2014 |
| 2.3.4 | Nhek, Mino | District Office | Sr. Accounting Assist. | 09/29/2014 |
| 2.3.5 | Jean, Yvonne | Child Care Programs | Child Care Program Assist. | 10/07/2014 |

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TRANSFER OF CLASSIFIED EMPLOYEE CORRINE FRANZOY TO ESP AIDE AT NEWLAND SCHOOL EFFECTIVE SEPTEMBER 3, 2014.

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE SAM KOSER TO MAINTENANCE WORKER 3 EFFECTIVE October 6, 2014.

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NON-CLASSIFIED SALARY SCHEDULE FOR 2014-2015. NOON DUTY AIDE AND INFORMATION TECHNOLOGY STUDENT WORKER ARE INCREASED BY 4%. STUDENT WORKER REFLECTS THE INCREASE TO THE FEDERAL MINIMUM WAGE.

3.0 INDEPENDENT CONTRACTOR AGREEMENT:

3.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF PEPPERDINE UNIVERSITY TEACHER PREPARATION PROGRAM AGREEMENT EFFECTIVE SEPTEMBER 1, 2014 TO JULY 31, 2019.

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

October 16, 2014

INSTRUCTION

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|------|--|--|---|----------------|-----------------------|
| 4.1 | DREW, Scot (Fulton) | Sports Coach | \$250 stipend + benefits per sport | 010232989-1115 | 2014-2015 school year |
| 4.2 | HUGHES, Britanya (Fulton) | Sports Coach | \$250 stipend + benefits per sport | 010232989-1115 | 2014-2015 school year |
| 4.3 | GAEBEL, Alyssa (Fulton) | Cheer Advisor | \$1,000 stipend + benefits | 010232989-1115 | 2014-2015 school year |
| 4.4 | JAREB, Jennifer (Fulton) | 8 th Grade Activities Coordinator and ASB Advisor | \$2,000 stipend + benefits | 010142989-1115 | 2014-2015 school year |
| 4.5 | FOGARTY, Kim (Fulton) | ASB Bookkeeper | \$2,000 stipend + benefits | 012722988-2415 | 2014-2015 school year |
| 4.6 | NEVIN, Amy SMITH, Mary (Masuda) | Cheer Coaches | \$1,000 stipend (\$500 each) + benefits | 010144989-1115 | 2014-2015 school year |
| 4.7 | JOHNSON, Jennifer (Masuda) | Student Council Advisor | \$2,000 stipend + benefits | 010144988-1115 | 2014-2015 school year |
| 4.8 | CROOKS, Jill CURRAN, Christie ELDRIDGE, Ed ELLIS, Kristen FOSTER, Lauren FOUSE, Erin GARCIA, Ervin SIEMENS, Jeff SMITH, Mary WILSON, Tara ZAHEDI, Jeff (Masuda) | Sports Coach for one or more of the District tournaments | \$250 stipend + benefits per sport | 010144989-1115 | 2014-2015 school year |
| 4.9 | SPIRK, Nancy (Masuda) | ASB Bookkeeper | \$2,000 stipend + benefits | 010144988-2413 | 2014-2015 school year |
| 4.10 | HOWARD, Jana (Talbert) | Cheer Coach | \$1,000 stipend + benefits | 010143888-1115 | 2014-2015 school year |
| 4.11 | FOCKLER, K. C. (Talbert) | Student Council Advisor | \$2,000 stipend + benefits | 010143888-1115 | 2014-2015 school year |
| 4.12 | SCHILLER-PALITZ, Christine (Talbert) | ASB Bookkeeper | \$2,000 stipend + benefits | 012723888-2415 | 2014-2015 school year |
| 4.13 | HISGEN, Jennifer (CR) KUBOTA, Todd (CX) BUCK, Niki (CX) DAMBACH, Valerie (FUL) LOPEZ, Penny (GIS) ELDRIDGE, Ed (MAS) | Technology Coordinator(s) at school sites | Not to exceed \$750 per school site | 016689077-1115 | 2014-2015 school year |

4.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS (continued)**

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|------|---|--|--|----------------|---|
| 4.13 | KITAHARA, Amanda (NEW) MCDANIELS, Michelle (OKA) MOUSSA-ZAHAB, Jeanie (OKA) YAMABE, Kevin (PL) MARBUT, Jeff (TAL) OSBORNE, Daryl (TAM) (Assess & Acct) | | | | |
| 4.14 | WORKMAN, Tiffini (CR) CARRASCO, Christine (CX) PERKINS, Larissa (FUL) BREITER, Julie (GIS) FOUSE, Erin (MAS) JOHNSTON, Terry (NEW) BLACKETT, Lindsay (OKA) MOOTHART, Lindsey (PLA) SOTOLONGO, Joel (TAL) DAO, Huong (TAM) (Assess & Acct) | English Learner Lead Teacher for their individual school site | \$1,000 stipend each | 010028055-1115 | 2014-2015 school year |
| 4.15 | JOHNSON, Lindsey (CR) (C & I) | Science Works Coordinator | \$4,000 stipend | 010189275-1115 | 2014-2015 school year |
| 4.16 | FOLLETT, Catherine (C & I) | BTSA Lead Support Provider for 16 BTSA PTs | \$3,000 stipend | 016109275-1954 | 2014-2015 school year |
| 4.17 | LEWIS, Kathy (CX) (C & I) | BTSA Induction Mentor | \$750 stipend | 016019275-1115 | 2014-2015 school year |
| 4.18 | HARVEST, Emily (CX) LEWIS, Kathy (CX) O'DONNELL, Kim (CX) LIM, Frieda (MAS) JOHNSTON, Terry (NEW) ROQUEMORE, Nicole (NEW) JAMES, Brooke (TAL) CARR, Michelle (TAM) (C & I) | BTSA Support Providers for one teacher (\$1,200) or two teachers (\$2,400) | \$2,400 stipend each, <u>EXCEPT</u> Harvest and Roquemore who receive a \$1,200 stipend each | 016019275-1115 | 2014-2015 school yer |
| 4.19 | HARVEST, Emily (CX) LEWIS, Kathy (CX) O'DONNELL, Kim (CX) LIM, Frieda (MAS) JOHNSTON, Terry (NEW) ROQUEMORE, Nicole (NEW) JAMES, Brooke (TAL) CARR, Michelle (TAM) (C & I) | Various BTSA trainings and forums | Actual and Necessary and varies by training | 016019275-1115 | 2014-2015 school year |
| 4.20 | AGNES, Nicole (Support Services) | District counselor to provide TUPE services to our middle schools | Regular daily rate or regular hourly rate | 012539961-1255 | 1 day per week (9/5/14-6/25/15) Not to exceed 36 days |

4.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS (continued)**

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|---|---|---|---|----------------|-----------------------|
| REASON FOR LATE SUBMITTAL: Received confirmation of funding after the September Board Meeting. | | | | | |
| 4.21 | MOELLER, Venus (CR) TAKEUCHI, Emily (CX) FLORES, Staci (FUL) BREITER, Julie (GIS) DILLON, Kate (GIS) NEVIN-JARA, Amy (MAS) KNOTTS, Kim (NEW) DOYLE, Jill (OKA) CRAIG, Jessica (PLA) NGUYEN, Amiee (TAL) MOORE, Jennifer (TAM) (Support Services) | Perform duties of site 504 Coordinator | \$1,000 stipend per school site. Gisler to be split between two coordinators @ \$500 each. Total of stipends is \$10,000 | 012299967-1115 | 2014-2015 school year |

5.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|---------------------------------------|---|--------------------------|----------------|-----------------------|
| 5.1 | DOWNING, Brittney (Fulton) | Cheer consultant to teach the Fulton cheerleaders techniques and yells | \$20.00 per hour | Fulton ASB | 2014-2015 school year |
| 5.2 | HERL, Howard (C & I) | His company, Evalumetrics, Inc. will provide PE testing to FVSD 5 th & 7 th grade students in spring, 2015 | Not to exceed \$1,200 | 017109275-5813 | 2014-2015 school year |
| 5.3 | HATFIELD, Ayumi (Support Services) | Japanese interpretation, as needed, for Special Education students and/or parents | Not to exceed \$500 | 012509861-5813 | 10/20/14 thru 6/30/15 |

6.0 **CONFERENCE/WORKSHOP ATTENDANCE**

| | <u>NAME</u> | <u>ATTENDING</u> | <u>LOCATION</u> | <u>COST</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|--|--|-----------------|---------------------------------------|----------------|--------------------------|
| 6.1 | DEUTSCHMANN, Kim HARRELL, Leann LUU, Courtney TOKARZ, Amber (Childcare Programs) | Preschool GLAD Training through OCDE | Anaheim, CA | \$750/ each for a total of \$3,000 | 010269275-5210 | 10/6/2014- 10/10/2014 |

REASON FOR LATE SUBMITTAL: Received conference information after the September Board Meeting.

**Fountain Valley School District
Non-Classified Salary Schedule Placement
2014-15**

| <u>Classification</u> | <u>Hourly Rate</u> | <u>Range/Step</u> |
|---------------------------------------|---------------------------|--------------------------|
| Noon Duty Aide | \$16.52 per hour | 10/4 |
| Information Technology Student Worker | \$15.60 per hour | SW2/01 |
| Student Worker | \$9.00 per hour | 01/01 |

Minimum Wage- \$9.00/hour (effective 7/1/14)

FOUNTAIN VALLEY SCHOOL DISTRICT

Revised: 10/06/2014

PERSONNEL

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

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

| <u>DATE</u> | <u>ACTIVITY</u> | <u>LOCATION</u> |
|------------------------------|-----------------|-----------------------|
| Wednesday, 11/19/2014 | SOCCER | TALBERT MIDDLE SCHOOL |
| Wednesday, <u>02/11/2015</u> | BASKETBALL | MASUDA MIDDLE SCHOOL |
| Wednesday, 04/22/2015 | VOLLEYBALL | FULTON MIDDLE SCHOOL |
| Wednesday, 06/03/2015 | TRACK and FIELD | FULTON MIDDLE SCHOOL |

Board Approved: _____

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Courreges Elementary School

NAME OF DONOR: Courreges PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$576.00, Check #1265, 9/26/14

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

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

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

REVENUE ACCT: 010470000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010014787-4399

INTENDED USE: (State how this will be used) iPad Minis purchased from HB Assist.
League grants. The remaining balances were paid by Courreges PTA
(C Christensen/M McCombs/P Ostovarpour)

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/29/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/6/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Courreges Elementary School

NAME OF DONOR: Kristine Olquin, Courreges Parent

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$200.00, Check #3617, 8/28/14

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

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

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

REVENUE ACCT: 010470000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100147⁸⁷~~89~~-5650 *mm*

INTENDED USE: (State how this will be used) Transportation for 5th Grade Field Trip to Tiger Woods Camp, 11/17-21/14.

REVIEWED: *Ce. Christ* APPROVED/DISAPPROVED: 9/17/2014
Principal/Department Head Date

REVIEWED: *Olquin* APPROVED/DISAPPROVED: 10/1/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox School

NAME OF DONOR: Guntersville Breathables, Inc. dba Frogg Toggs

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Will Fowler, 131 Sundown Drive NW, Arab, AL 35016 ~ items are new and approximate present value is \$9,374

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
672 Frogg Toggs Chilly Sports Cooling Towels

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

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

INTENDED USE: (State how this will be used) For Cox students in classrooms without air conditioning during heat waves.

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 10/1/14
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 9/30/14
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: October 16, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Fulton PTA

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.) **\$1,500.00**

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

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

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

REVENUE ACCT: 010290000-8699

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

INTENDED USE: (State how this will be used) Printing Donation

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 9/19/14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 9/23/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton Middle School for District Music Program

NAME OF DONOR: Uyen Le and Vincent Nguyen

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #945 for \$50.00

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

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

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

REVENUE ACCT: 01.009.0000 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01.009.9276.5899

INTENDED USE: (State how this will be used) Music program expenses such as instrument repairs.

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

REVIEWED: [Signature] APPROVED _____ Date 10/1/14
Assistant Superintendent Business/Administration

REVIEWED: [Signature] _____ Date 9/29/14
Assistant Superintendent Instruction

BOARD APPROVAL DATE: October 16, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton Middle School for District Music Program

NAME OF DONOR: Tsou Ih Yeh ~ student is Narangpol Yeh

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #1090 for \$50.00

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

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

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

REVENUE ACCT: 01.009.0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01.009.9276.5899

INTENDED USE: (State how this will be used) Music program expenses such as instrument repairs.

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/1/14
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/30/14
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: October 16, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton Middle School for District Music Program

NAME OF DONOR: Chris and Channell Frisbie

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #5090 for \$50.00

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

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

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

REVENUE ACCT: 01.009.0000 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01.009.9276.5899

INTENDED USE: (**State how this will be used**) Music program expenses such as instrument repairs.

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

REVIEWED: Chris Frisbie APPROVED/DISAPPROVED: APPROVED 9-29-14
Assistant Superintendent Date
Business/Administration

REVIEWED: Pauline APPROVED/DISAPPROVED: 9/23/14
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: October 16, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo

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

#1140969 \$ 240.40

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

N/A

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

N/A

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

N/A

REVENUE ACCT: 0101160000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116894310

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9.25.14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9.28.14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
1104968 \$ 336.56

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

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

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

REVENUE ACCT: 01016 0000 -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116894310

INTENDED USE: (State how this will be used) Supplies school, staff, classroom, students

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9.25.14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9-29-14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Newland

NAME OF DONOR: Wells Fargo

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
#1140970 \$50.00

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

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

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

REVENUE ACCT: 0101600008699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100116894310

INTENDED USE: (State how this will be used) Supplies; Ink for teachers
Printers

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 9.25.14
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: APPROVED 9.29.14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

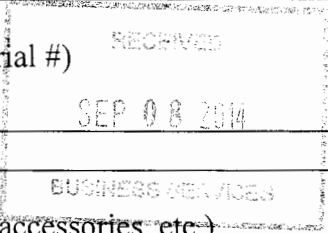
SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Orange Coast Memorial Medical Center ~ 9920 Talbert Ave. Fountain Valley, CA 92708

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Ten New Thera-Band Exercise Balls ~ approximate present value for ten exercise balls is \$120.00.

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

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
Ten Thera-Band Exercise Balls



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

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

INTENDED USE: (State how this will be used) To be used in the PE program at Talbert Middle School

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

REVIEWED: [Signature] APPROVED DISAPPROVED: 9/9/14
Assistant Superintendent Business/Administration Date

REVIEWED: [Signature] APPROVED DISAPPROVED: 9/8/14
Assistant Superintendent Instruction Date

BOARD APPROVAL DATE: October 16, 2014

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Merck Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #6999 \$50.05

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

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

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

REVENUE ACCT: 010100000-8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 5899

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/18/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9-29-14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Shawn & Cynthia Bragdon

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #1123 \$360.00

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

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

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

REVENUE ACCT: 010100000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 4310

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

REVIEWED: Kestly De APPROVED/DISAPPROVED: 9/12/2014
Principal/Department Head Date

REVIEWED: Shawn APPROVED/DISAPPROVED: 9/18/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: UnitedHealth Group

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #215442 \$200.00

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

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

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

REVENUE ACCT: 010100000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 5899

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/12/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/18/14
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 10/14/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Merck Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #17446 \$26.95

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

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

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

REVENUE ACCT: 010100000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 5899

INTENDED USE: (**State how this will be used**) At Principal's Discretion

REVIEWED: *Kathie De* APPROVED/DISAPPROVED: 9/12/2014
Principal/Department Head Date

REVIEWED: *CS* APPROVED/DISAPPROVED: 9/18/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Merck Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #13532 \$26.95

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

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

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

REVENUE ACCT: 010100000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 5899

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

REVIEWED: APPROVED/DISAPPROVED: 9/12/2014
Principal/Department Head Date

REVIEWED: APPROVED/DISAPPROVED: 9/18/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Merck Foundation

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #9432 \$50.05

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

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

RECEIVED
SEP 10 2014
BUSINESS SERVICES

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

REVENUE ACCT: 010100000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 5899

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/12/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/18/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary

NAME OF DONOR: Tamura PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$113.57 Check #3555

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

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

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

REVENUE ACCT: 010100000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010011089 - 5899

INTENDED USE: (State how this will be used)

PTO Paper Supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/6/2014
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/9/14
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 10/16/14

FOUNTAIN VALLEY SCHOOL DISTRICT

BOARD MEETING OCTOBER 8, 2014

TO: Christine Fullerton

FROM: Mino Nhek

SUBJECT: Warrant Listing - Check Numbers 66547 - 67033

DATES: 8/20/14 - 10/03/14

| | | |
|---------|--------------------|----------------|
| FUND 01 | GENERAL FUND | \$716,320.51 |
| FUND 12 | CHILD DEVELOPMENT | \$45,913.86 |
| FUND 13 | CAFETERIA | \$34,224.20 |
| FUND 25 | CAPITAL FACILITIES | \$29,956.88 |
| FUND 40 | SPECIAL RESERVE | \$609,284.65 |
| FUND 68 | WORKERS COMP | \$63,549.13 |
| FUND 69 | INSURANCE | \$619,016.66 |
| TOTAL | | \$2,118,265.89 |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND BOARD OF TRUSTEES MEETING 10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I20M4088 | HUNTINGTON BEACH UNION HSD | 159.55 | 159.55 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4090 | PRO PACIFIC BEE REMOVAL | 500.00 | 500.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4091 | GOLDEN STATE PAVING INC. | 2,868.00 | 2,868.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4094 | GOLDEN STATE PAVING INC. | 2,400.00 | 2,400.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4096 | COMMERCIAL LANDSCAPE SUPPLY IN | 85.00 | 85.00 | 012899390 4343 | Gardening / Gardening Supplies |
| I20M4097 | CRANDALL'S PLUMBING INC. | 1,200.00 | 1,200.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4098 | PARKHOUSE TIRE INC. | 1,100.00 | 1,100.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| I20M4100 | METRO BUSINESS SOLUTIONS INC. | 172.78 | 172.78 | 012869390 4325 | Maintenance / Office Supplies |
| I20M4102 | OLDCASTLE PRECAST INC. | 330.00 | 330.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4110 | WEST LITE SUPPLY CO INC | 739.50 | 739.50 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4111 | COMPONENTS CENTER | 228.96 | 228.96 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4112 | A-1 FENCE COMPANY | 242.52 | 242.52 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4113 | DIGITAL NETWORKS GROUP INC. | 2,878.50 | 2,878.50 | 014869390 4347 | STAR Building DO-Routine Maint / Repair & Upkeep Equip |
| I20M4114 | WEST LITE SUPPLY CO INC | 4,795.20 | 4,795.20 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4115 | DAVE BANG ASSOCIATES | 21,993.40 | 21,993.40 | 012879390 5645 | Vandalism / Outside Srvs-Repairs & Mainten |
| I20M4116 | GRAINGER INC. | 3,478.75 | 3,478.75 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4117 | DAVE BANG ASSOCIATES | 1,861.60 | 1,861.60 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4119 | KIMBALL MIDWEST | 321.59 | 321.59 | 012869390 4345 | Maintenance / Maintenance Supplies |
| I20M4120 | ORANGE COUNTY PUMPING INC | 500.00 | 500.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4121 | CRYSTAL GLASS INC. | 2,334.52 | 2,334.52 | 012879390 5645 | Vandalism / Outside Srvs-Repairs & Mainten |
| I20M4122 | INDUSTRIAL METAL SUPPLY | 51.29 | 51.29 | 010142929 4310 | Sch Site Instr - Fulton / Instructional Supplies |
| I20M4123 | SIGN-MART | 184.95 | 184.95 | 012869390 4345 | Maintenance / Maintenance Supplies |
| I20M4124 | WESTERN GLASS RESTORATION | 875.00 | 875.00 | 014869390 5645 | STAR Building DO-Routine Maint / Outside Srvs-Repairs & |
| I20M4125 | DIGITAL NETWORKS GROUP INC. | 260.57 | 260.57 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4126 | ALAN'S LAWNMOWER & GARDEN CENT | 449.24 | 449.24 | 012899390 4343 | Gardening / Gardening Supplies |
| I20M4127 | CRANDALL'S PLUMBING INC. | 1,975.00 | 1,975.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4129 | CITY OF FOUNTAIN VALLEY | 110.00 | 110.00 | 014839390 5860 | STAR DO RRMA-Capital Fac / Permits & Fees |
| I20M4131 | DIVISION OF THE STATE ARCHITEC | 645.26 | 645.26 | 012838992 5860 | Energy Efficient Projects / Permits & Fees |
| I20M4133 | RAMIREZ, JUAN CARLOS | 3,250.00 | 3,250.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4139 | CRANDALL'S PLUMBING INC. | 695.00 | 695.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4140 | SURPLUS TWO WAY RADIOS | 375.00 | 375.00 | 012869390 5910 | Maintenance / Communications - Telephones |
| I20M4145 | SOUTHERN CALIFORNIA MATERIAL H | 1,500.00 | 1,500.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4152 | EMED CO INC. | 169.13 | 169.13 | 012869390 4345 | Maintenance / Maintenance Supplies |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I20M4153 | ENVIROTEK CORPORATION | 245.29 | 245.29 | 012869390 4345 | Maintenance / Maintenance Supplies |
| I20M4154 | WESTERN EXTERMINATOR | 700.00 | 700.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20M4155 | ROBERT SKEELS & COMPANY | 1,000.00 | 1,000.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4156 | LIGHTSPEED TECHNOLOGIES | 2,106.03 | 2,106.03 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| I20M4158 | GRAINGER INC. | 1,983.09 | 983.09 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| | | | 1,000.00 | 012889390 4340 | Custodial / Custodial Supplies |
| I20M4159 | GRAINGER INC. | 2,193.64 | 2,193.64 | 014869390 4347 | STAR Building DO-Routine Maint / Repair & Upkeep Equip |
| I20M4160 | AMERICAN TECHNOLOGIES | 2,250.00 | 2,250.00 | 012869390 5570 | Maintenance / Sanitation Fees |
| I20R0354 | PROMOTE MARKETING CONCEPTS INC | 3,296.70 | 3,296.70 | 012719165 5899 | Superintendent / Other Operating Expenses |
| I20R0377 | ACSA XVII | 300.00 | 300.00 | 012719165 5390 | Superintendent / Dues and Membership Non Taxabl |
| I20R0433 | CALIFORNIA CITY SCHOOL SUPERIN | 125.00 | 125.00 | 012719165 5210 | Superintendent / Travel, Conference, Workshop |
| I20R0435 | SCHOOL SERVICES OF CALIFORNIA | 585.00 | 195.00 | 012719380 5210 | Business Department / Travel, Conference, Workshop |
| | | | 195.00 | 012849380 5210 | Fiscal Services / Travel, Conference, Workshop |
| | | | 195.00 | 015999860 5210 | Special Ed - Administration / Travel, Conference, Workshop |
| I20R0439 | SOUTHWEST SCHOOL AND OFFICE SU | 383.40 | 383.40 | 012869390 4399 | Maintenance / Equipment Under \$500 |
| I20R0440 | INSTRUMENTAL SAVINGS INC. | 2,122.20 | 2,122.20 | 010099276 4310 | Instrumental Music-Insurance / Instructional Supplies |
| I20R0441 | SCHOOL SPECIALTY | 250.00 | 250.00 | 012059385 4325 | Publications / Office Supplies |
| I20R0442 | CDWG | 297.91 | 297.91 | 010011010 4399 | Sch Site Instr - Tamura / Equipment Under \$500 |
| I20R0443 | FOREST PLYWOOD SALES | 163.78 | 163.78 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0444 | RALPHS GROCERY COMPANY | 200.00 | 200.00 | 010142989 4310 | Donations - Fulton / Instructional Supplies |
| I20R0446 | CDWG | 1,813.32 | 1,813.32 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| I20R0447 | APPLE COMPUTER ORDER DEPARTMEN | 375.84 | 375.84 | 012395098 4320 | 7395 Sch/Libr Imp Instr-DO / Computer Supplies |
| I20R0448 | APPLE COMPUTER ORDER DEPARTMEN | 313.20 | 313.20 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| I20R0451 | CLIFFORD MOSS LLC | 18,000.00 | 18,000.00 | 012719165 5813 | Superintendent / Consultant |
| I20R0452 | CODESP | 1,850.00 | 1,850.00 | 012819771 5390 | Personnel Commission / Dues and Membership Non Taxabl |
| I20R0455 | RENAISSANCE LEARNING INC | 2,683.00 | 2,683.00 | 010113755 5826 | Title I - Oka / Licensing/Software,Maint/Supp |
| I20R0462 | CASTO CHAPTER TWO | 300.00 | 300.00 | 016919395 5210 | 7240 Special Ed Transportation / Travel, Conference, |
| I20R0463 | PEARSON | 1,237.35 | 1,237.35 | 012289963 4325 | MAA - Instructional / Office Supplies |
| I20R0465 | BENTLEY PRINTING & GRAPHICS IN | 270.78 | 270.78 | 010014747 4310 | Sch Site Instr - Courreges / Instructional Supplies |
| I20R0466 | OFFICE DEPOT | 361.42 | 361.42 | 012719380 4325 | Business Department / Office Supplies |
| I20R0468 | ORANGE COUNTY DEPARTMENT OF ED | 26.60 | 26.60 | 015999860 4325 | Special Ed - Administration / Office Supplies |
| I20R0469 | LIFESIGNS INC. | 150.00 | 150.00 | 012509861 5813 | Interpreter Aide / Consultant |
| I20R0471 | B & H FOTO & ELECTRONICS CORP. | 151.34 | 151.34 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| I20R0472 | CDWG | 139.95 | 139.95 | 010143889 4311 | Donations - Talbert / Elective Supplies |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I20R0473 | SCHOOL OUTFITTERS | 275.08 | 275.08 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| I20R0474 | SOUTHWEST SCHOOL AND OFFICE SU | 400.00 | 400.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| I20R0475 | SOUTHWEST SCHOOL AND OFFICE SU | 3,200.00 | 3,200.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| I20R0478 | STAPLES | 50.00 | 50.00 | 015644960 4310 | Special Ed. - Masuda S&L / Instructional Supplies |
| I20R0479 | STAPLES | 150.00 | 150.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| I20R0480 | STAPLES | 150.00 | 150.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| I20R0481 | SMART & FINAL | 540.00 | 540.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| I20R0482 | RALPHS GROCERY COMPANY | 200.00 | 200.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| I20R0483 | SAMS CLUB | 500.00 | 500.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| I20R0484 | TARGET STORES | 540.00 | 540.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| I20R0485 | LAKESHORE LEARNING MATERIALS | 200.00 | 200.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| I20R0486 | ORANGE COUNTY DEPARTMENT OF ED | 500.00 | 500.00 | 010019961 5210 | Medi-Cal Billing-Instructional / Travel, Conference, Worksho |
| I20R0488 | STAPLES | 125.51 | 29.11 | 010028255 4322 | Intervention-Administrative / Testing Supplies |
| | | | 37.30 | 012395098 4320 | 7395 Sch/Libr Imp Instr-DO / Computer Supplies |
| | | | 59.10 | 012658155 4325 | Assessment and Accountability / Office Supplies |
| I20R0489 | GST | 5,587.51 | 4,787.51 | 011219078 4410 | Common Core St Standards-Tech / Fixed Assets \$500-\$5000 |
| | | | 800.00 | 011219078 5899 | Common Core St Standards-Tech / Other Operating Expenses |
| I20R0490 | APPLE COMPUTER ORDER DEPARTMEN | 1,125.12 | 1,122.12 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| | | | 3.00 | 012109078 5899 | Tech/Media Office Operation / Other Operating Expenses |
| I20R0493 | A1GM | 151.20 | 151.20 | 012109078 4325 | Tech/Media Office Operation / Office Supplies |
| I20R0495 | HOME DEPOT | 300.00 | 300.00 | 014869390 5899 | STAR Building DO-Routine Maint / Other Operating |
| I20R0496 | MIND RESEARCH INSTITUTE | 49,000.00 | 3,000.00 | 010011089 5210 | Donations - Tamura / Travel, Conference, Workshop |
| | | | 6,000.00 | 010011089 6410 | Donations - Tamura / Equipment-Furniture/Computers |
| | | | 40,000.00 | 012661010 6410 | ST Math Lab - Tamura / Equipment-Furniture/Computers |
| I20R0497 | ARIEL SUPPLY INC. | 1,500.00 | 1,500.00 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| I20R0498 | BEST BUY GOV LLC | 739.49 | 739.49 | 010014787 4410 | Other Donations - Courreges / Fixed Assets \$500-\$5000 |
| I20R0499 | DICK BLICK ART MATERIALS | 191.97 | 191.97 | 010014040 4310 | Sch Site Instr - Plavan / Instructional Supplies |
| I20R0500 | SOUTHWEST SCHOOL AND OFFICE SU | 100.00 | 100.00 | 015513860 4310 | Special Ed. - Talbert RSP / Instructional Supplies |
| I20R0502 | B & W COMMUNICATIONS INC. | 615.60 | 615.60 | 010014089 4325 | Donations - Plavan / Office Supplies |
| I20R0503 | AARDVARK CLAY AND SUPPLY | 108.00 | 108.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0504 | ENVIRO SAFETY PRODUCTS | 421.13 | 421.13 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0505 | METRO BUSINESS SOLUTIONS INC. | 9,000.00 | 4,000.00 | 012059385 4325 | Publications / Office Supplies |
| | | | 5,000.00 | 012719385 4325 | Purchasing / Office Supplies |
| I20R0506 | TEXTBOOK WAREHOUSE | 285.01 | 285.01 | 011219078 4110 | Common Core St Standards-Tech / Basic Textbooks |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND

BOARD OF TRUSTEES MEETING 10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I20R0507 | ATKINSON ANDELSON LOYA RUDD & | 1,000.00 | 1,000.00 | 012159380 5830 | Business - Legal Services / Legal Fees |
| I20R0508 | WESTMINSTER SCHOOL DISTRICT | 18,341.75 | 18,341.75 | 010189277 7141 | Beckman Science - Transfer/Age / Excess Costs/Deficit |
| I20R0509 | ORANGE COUNTY DEPARTMENT OF ED | 3,700.00 | 3,700.00 | 012719385 5818 | Purchasing / Courier Service |
| I20R0510 | E.G.BRENNAN & CO. | 378.42 | 378.42 | 012059385 4347 | Publications / Repair & Upkeep Equip Supplies |
| I20R0511 | BENTLEY PRINTING & GRAPHICS IN | 1,073.60 | 33.55 | 010144988 4310 | ASB Donations Instr - Masuda / Instructional Supplies |
| | | | 33.55 | 012289961 4325 | MAA - Administration / Office Supplies |
| | | | 134.20 | 012289963 4325 | MAA - Instructional / Office Supplies |
| | | | 33.55 | 012719166 4325 | Board of Trustees / Office Supplies |
| | | | 33.55 | 012721616 4325 | Sch Site Admin - Newland / Office Supplies |
| | | | 67.10 | 012722929 4325 | Sch Site Admin - Fulton / Office Supplies |
| | | | 33.55 | 012723737 4325 | Sch Site Admin - Oka / Office Supplies |
| | | | 100.65 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| | | | 33.55 | 012819771 4325 | Personnel Commission / Office Supplies |
| | | | 67.10 | 012869390 4325 | Maintenance / Office Supplies |
| | | | 33.55 | 015644960 4325 | Special Ed. - Masuda S&L / Office Supplies |
| | | | 33.55 | 015999860 4325 | Special Ed - Administration / Office Supplies |
| I20R0512 | A1GM | 181.44 | 181.44 | 012722929 4325 | Sch Site Admin - Fulton / Office Supplies |
| I20R0513 | APPLE COMPUTER ORDER DEPARTMEN | 58.95 | 58.95 | 010142929 4310 | Sch Site Instr - Fulton / Instructional Supplies |
| I20R0514 | REPAIRZOOM LLC | 691.15 | 134.99 | 010014789 4347 | PTA Donations - Courreges / Repair & Upkeep Equip |
| | | | 134.99 | 012109078 4347 | Tech/Media Office Operation / Repair & Upkeep Equip |
| | | | 269.98 | 012289963 4347 | MAA - Instructional / Repair & Upkeep Equip Supplies |
| | | | 151.19 | 012721689 4347 | Donations Clerical - Newland / Repair & Upkeep Equip |
| I20R0517 | AMAZON.COM LLC | 347.95 | 347.95 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| I20R0518 | LEGO BRAND RETAIL INC. | 4,848.34 | 4,416.39 | 010144989 4310 | Donations - Masuda / Instructional Supplies |
| | | | 431.95 | 010144989 4320 | Donations - Masuda / Computer Supplies |
| I20R0519 | SOUTHWEST SCHOOL AND OFFICE SU | 500.00 | 500.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| I20R0520 | STAPLES | 250.00 | 250.00 | 010144989 4310 | Donations - Masuda / Instructional Supplies |
| I20R0521 | HOME DEPOT | 270.00 | 270.00 | 010144989 4310 | Donations - Masuda / Instructional Supplies |
| I20R0522 | ARIEL SUPPLY INC. | 324.00 | 324.00 | 010013737 4325 | Sch Site Instr - Oka / Office Supplies |
| I20R0523 | LEE & ASSOCIATES | 11,986.45 | 11,986.45 | 019509380 5899 | STAR Building DO - Operations / Other Operating Expenses |
| I20R0524 | LEE & ASSOCIATES | 559.80 | 559.80 | 019509380 5899 | STAR Building DO - Operations / Other Operating Expenses |
| I20R0525 | SCANTRON | 820.11 | 820.11 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| I20R0526 | PAPER DIRECT INC | 39.49 | 39.49 | 012819771 5828 | Personnel Commission / Staff Recognition |
| I20R0527 | BUY101.COM LP | 345.96 | 345.96 | 012059385 4347 | Publications / Repair & Upkeep Equip Supplies |

FOUNTAIN VALLEY SD

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I20R0529 | AMAZON.COM LLC | 286.22 | 286.22 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| I20R0530 | CERTIFIED TRANSPORTATION BUS C | 603.20 | 603.20 | 010144988 5811 | ASB Donations Instr - Masuda / Transportation Outside |
| I20R0531 | SCHOOL SPECIALTY | 227.45 | 227.45 | 012289963 4310 | MAA - Instructional / Instructional Supplies |
| I20R0532 | THERAPY SHOPPE | 832.52 | 832.52 | 012289963 4310 | MAA - Instructional / Instructional Supplies |
| I20R0534 | SOUTHWEST SCHOOL AND OFFICE SU | 23.00 | 23.00 | 015643860 4310 | Special Ed. - Talbert S&L / Instructional Supplies |
| I20R0535 | HOME DEPOT | 1,000.00 | 1,000.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| I20R0536 | SOCIAL THINKING PUBLISHING | 342.00 | 342.00 | 010019961 5210 | Medi-Cal Billing-Instructional / Travel, Conference, Worksho |
| I20R0537 | ORANGE COUNTY DEPARTMENT OF ED | 50.00 | 50.00 | 012338055 5210 | Title III-LEP-Instructional / Travel, Conference, Workshop |
| I20R0539 | UCI REGENTS | 550.00 | 550.00 | 011229275 5210 | Common Core St Standards-Admin / Travel, Conference, |
| I20R0541 | SAMS CLUB | 300.00 | 300.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0542 | WILLIAM H. SADLIER INC. | 186.66 | 186.66 | 015104960 4310 | Special Ed. - Masuda SDC / Instructional Supplies |
| I20R0543 | FLINN SCIENTIFIC | 1,046.52 | 1,046.52 | 011202929 4310 | Middle School Science-Fulton / Instructional Supplies |
| I20R0545 | STAPLES | 110.41 | 110.41 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| I20R0546 | SURPLUS TWO WAY RADIOS | 2,608.20 | 2,608.20 | 010142989 4399 | Donations - Fulton / Equipment Under \$500 |
| I20R0547 | FOLLETT SCHOOL SOLUTIONS INC. | 829.61 | 829.61 | 012129078 4110 | Lottery Instructional Material / Basic Textbooks |
| I20R0548 | TARGET STORES | 162.00 | 162.00 | 012731616 4327 | Health Supplies - Newland / Health Supplies |
| I20R0549 | ARIEL SUPPLY INC. | 530.93 | 530.93 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| I20R0550 | STAPLES | 432.00 | 432.00 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| I20R0552 | PEARSON ASSESSMENTS | 631.66 | 631.66 | 010019961 4322 | Medi-Cal Billing-Instructional / Testing Supplies |
| I20R0553 | WESTERN PSYCHOLOGICAL | 463.32 | 463.32 | 010019961 4322 | Medi-Cal Billing-Instructional / Testing Supplies |
| I20R0556 | AMAZON.COM LLC | 151.20 | 151.20 | 012733232 4327 | Health Supplies - Cox / Health Supplies |
| I20R0557 | CDWG | 434.16 | 434.16 | 010113255 4310 | Title I - Cox / Instructional Supplies |
| I20R0558 | METRO BUSINESS SOLUTIONS INC. | 125.27 | 125.27 | 012723232 4325 | Sch Site Admin - Cox / Office Supplies |
| I20R0559 | ACCO BRANDS USA LLC D/B/A GBC | 166.86 | 166.86 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| I20R0561 | P & R PAPER SUPPLY COMPANY | 56.48 | 56.48 | 012733232 4327 | Health Supplies - Cox / Health Supplies |
| I20R0562 | A1GM | 207.36 | 207.36 | 010014089 4310 | Donations - Plavan / Instructional Supplies |
| I20R0563 | CLEARVISION TECHNOLOGIES | 750.00 | 750.00 | 012395098 5826 | 7395 Sch/Libr Imp Instr-DO / Licensing/Software,Maint/Supp |
| I20R0564 | SMART & FINAL | 1,000.00 | 1,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0565 | SCHOOL HEALTH CORPORATION | 47.97 | 47.97 | 012734747 4327 | Health Supplies - Courreges / Health Supplies |
| I20R0566 | CERTIFIED TRANSPORTATION BUS C | 4,680.00 | 4,680.00 | 010014789 5811 | PTA Donations - Courreges / Transportation Outside Agency |
| I20R0567 | SCHOOL SPECIALTY | 5,400.00 | 5,400.00 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| I20R0569 | APPLE COMPUTER ORDER DEPARTMEN | 4,590.08 | 4,590.08 | 010019961 4410 | Medi-Cal Billing-Instructional / Fixed Assets \$500-\$5000 |
| I20R0570 | STAPLES | 50.00 | 50.00 | 015644960 4310 | Special Ed. - Masuda S&L / Instructional Supplies |
| I20R0571 | STAPLES | 150.00 | 150.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| I20R0572 | CDWG | 50.00 | 50.00 | 010019961 5826 | Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su |
| I20R0573 | CDWG | 381.67 | 381.67 | 010113255 4310 | Title I - Cox / Instructional Supplies |
| I20R0574 | LEARNING A-Z | 34.95 | 34.95 | 010019961 5826 | Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su |
| I20R0575 | MCGRAW-HILL | 1,887.53 | 1,887.53 | 010019961 4310 | Medi-Cal Billing-Instructional / Instructional Supplies |
| I20R0576 | MCKESSON MEDICAL-SURGICAL INC. | 54.57 | 54.57 | 012739963 4327 | Medi-Cal Billing-Health Serv. / Health Supplies |
| I20R0577 | SCANTRON | 990.37 | 990.37 | 010142929 4310 | Sch Site Instr - Fulton / Instructional Supplies |
| I20R0578 | LYTLE SCREEN PRINTING INC. | 1,084.86 | 1,084.86 | 016919295 5580 | 7240 SpEd Transportaion-Fuel / Uniform Cleaning |
| I20R0579 | STAPLES | 373.60 | 373.60 | 012658155 4325 | Assessment and Accountability / Office Supplies |
| I20R0580 | BRAINPOP | 2,100.60 | 2,100.60 | 010013232 5826 | Sch Site Instr - Cox / Licensing/Software,Maint/Supp |
| I20R0581 | ATLAS BOLT | 56.86 | 56.86 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0582 | PENN STATE INDUSTRIES | 480.86 | 480.86 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0583 | CRAFT SUPPLIES USA | 762.06 | 762.06 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0584 | TEXTBOOK WAREHOUSE | 380.27 | 380.27 | 011219078 4110 | Common Core St Standards-Tech / Basic Textbooks |
| I20R0585 | AMAZON.COM LLC | 269.98 | 269.98 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| I20R0586 | STAPLES | 150.00 | 150.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| I20R0589 | KOCE-TV FOUNDATION | 1,115.05 | 1,115.05 | 010114955 5826 | Title I - Masuda / Licensing/Software,Maint/Supp |
| I20R0590 | ACSA FOUNDATION FOR | 395.00 | 395.00 | 012719470 5210 | Personnel Department / Travel, Conference, Workshop |
| I20R0591 | SURPLUS TWO WAY RADIOS | 1,777.55 | 37.75 | 010014787 4347 | Other Donations - Courreges / Repair & Upkeep Equip |
| | | | 1,684.80 | 010014787 4399 | Other Donations - Courreges / Equipment Under \$500 |
| | | | 55.00 | 010014787 5645 | Other Donations - Courreges / Outside Srvs-Repairs & |
| I20R0592 | FOREST PLYWOOD SALES | 157.68 | 157.68 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0594 | CALFIRST LEASING CORP | 30,956.09 | 30,956.09 | 016919195 7439 | 7240 SpEd Trans-Debt Svc / DS/Other Debt Service Principa |
| I20R0595 | SOUTHWEST SCHOOL AND OFFICE SU | 100.00 | 100.00 | 015103860 4310 | Special Ed. - Talbert SDC / Instructional Supplies |
| I20R0596 | FOLLETT SCHOOL SOLUTIONS INC. | 228.64 | 228.64 | 012129078 4110 | Lottery Instructional Material / Basic Textbooks |
| I20R0597 | ORANGE COUNTY DEPARTMENT OF ED | 3,240.00 | 3,240.00 | 010269275 5210 | School Readiness Init Admin / Travel, Conference, Workshop |
| I20R0598 | LEVEL 27 MEDIA | 209.32 | 209.32 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| I20R0601 | SOUTHWEST SCHOOL AND OFFICE SU | 250.00 | 250.00 | 010011089 4310 | Donations - Tamura / Instructional Supplies |
| I20R0602 | SOUTHWEST SCHOOL AND OFFICE SU | 600.00 | 600.00 | 012721010 4325 | Sch Site Admin - Tamura / Office Supplies |
| I20R0608 | SOUTHWEST SCHOOL AND OFFICE SU | 250.00 | 250.00 | 010014789 4310 | PTA Donations - Courreges / Instructional Supplies |
| I20R0611 | SURPLUS TWO WAY RADIOS | 53.95 | 53.95 | 010014787 4347 | Other Donations - Courreges / Repair & Upkeep Equip |
| I20R0616 | BUREAU OF EDUCATION & RESEARCH | 235.00 | 235.00 | 010122929 5210 | Pacific Life Grant - Fulton / Travel, Conference, Workshop |
| I20R0617 | SURPLUS TWO WAY RADIOS | 213.60 | 213.60 | 010013131 4347 | Sch Site Instr - Gisler / Repair & Upkeep Equip Supplies |
| I20R0618 | HOME DEPOT | 324.00 | 324.00 | 010142929 4310 | Sch Site Instr - Fulton / Instructional Supplies |
| I20R0620 | BUREAU OF EDUCATION & RESEARCH | 239.00 | 239.00 | 010142989 5210 | Donations - Fulton / Travel, Conference, Workshop |

FOUNTAIN VALLEY SD

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|-----------------------|-----------------------------|-------------------|-----------------------|-----------------------|--|
| I20R0621 | A1GM | 107.89 | 107.89 | 012724747 4325 | Sch Site Admin - Courreges / Office Supplies |
| I20S8010 | INDUSTRIAL FORMULATORS INC. | 2,237.46 | 2,237.46 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| I20S8011 | SCHOOL SPECIALTY | 53.25 | 53.25 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| I20S8012 | EMPIRE CLEANING SUPPLY | 2,246.62 | 2,246.62 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| I20S8013 | P & R PAPER SUPPLY COMPANY | 1,056.35 | 1,056.35 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| I20S8014 | WAXIE | 124.20 | 124.20 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| I20S8015 | SCHOOL SPECIALTY | 79.91 | 79.91 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| Fund 01 Total: | | 310,612.00 | 310,175.85 | | |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| I20R0432 | LAKESHORE LEARNING MATERIALS | 54.00 | 54.00 | 120016798 4310 | Child Dev Cox Preschool-Instr / Instructional Supplies |
| I20R0437 | TARGET STORES | 108.00 | 108.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0438 | LAKESHORE LEARNING MATERIALS | 108.00 | 108.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0445 | TOYS R US | 162.00 | 162.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0457 | LAKESHORE LEARNING MATERIALS | 108.00 | 108.00 | 120016698 4310 | Child Dev Courreges Pres-Instr / Instructional Supplies |
| I20R0458 | TARGET STORES | 81.00 | 81.00 | 120016698 4310 | Child Dev Courreges Pres-Instr / Instructional Supplies |
| I20R0459 | TARGET STORES | 64.80 | 64.80 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| I20R0460 | TARGET STORES | 108.00 | 108.00 | 120016898 4310 | Child Dev Gisler Presch-Instr / Instructional Supplies |
| I20R0461 | LAKESHORE LEARNING MATERIALS | 54.00 | 54.00 | 120016898 4310 | Child Dev Gisler Presch-Instr / Instructional Supplies |
| I20R0464 | DISCOUNT SCHOOL SUPPLY | 324.00 | 324.00 | 120016498 4310 | Child Dev Oka Preschool-Instr / Instructional Supplies |
| I20R0467 | LAKESHORE LEARNING MATERIALS | 216.00 | 216.00 | 120016898 4310 | Child Dev Gisler Presch-Instr / Instructional Supplies |
| I20R0470 | TOYS R US | 216.00 | 216.00 | 120016898 4310 | Child Dev Gisler Presch-Instr / Instructional Supplies |
| I20R0491 | PIZZA HUT OF AMERICA | 432.00 | 432.00 | 120016398 5812 | ESP-Summer Camp Instructional / Admission Costs |
| I20R0492 | CONSTRUCTIVE PLAYTHINGS | 216.00 | 216.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0494 | TARGET STORES | 162.00 | 162.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0511 | BENTLEY PRINTING & GRAPHICS IN | 1,073.60 | 67.10 | 120016198 4325 | State Preschool Instructional / Office Supplies |
| | | | 100.65 | 120016498 4325 | Child Dev Oka Preschool-Instr / Office Supplies |
| | | | 33.55 | 120016598 4325 | Child Dev Newland Presch-Instr / Office Supplies |
| | | | 33.55 | 120016698 4325 | Child Dev Courreges Pres-Instr / Office Supplies |
| | | | 67.10 | 120016798 4325 | Child Dev Cox Preschool-Instr / Office Supplies |
| | | | 33.55 | 120016898 4325 | Child Dev Gisler Presch-Instr / Office Supplies |
| | | | 33.55 | 120016998 4325 | Child Dev Plavan Presch-Instr / Office Supplies |
| | | | 33.55 | 120336098 4325 | Extended School Administration / Office Supplies |
| I20R0515 | WHAT A LOT OF PIZZA | 372.57 | 372.57 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0554 | TOYS R US | 162.00 | 162.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0555 | LAKESHORE LEARNING MATERIALS | 162.00 | 162.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0560 | TARGET STORES | 108.00 | 108.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0587 | LAKESHORE LEARNING MATERIALS | 216.00 | 216.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0588 | TOYS R US | 270.00 | 270.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0600 | ORIENTAL TRADING COMPANY | 81.00 | 81.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0607 | S & S WORLDWIDE | 108.00 | 108.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| I20R0614 | TARGET STORES | 270.00 | 270.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| | Fund 12 Total: | 5,236.97 | 4,565.97 | | |

FOUNTAIN VALLEY SD

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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> |
|------------------|--------------------------------|------------------|-----------------------|-----------------------|--|
| I20M4157 | GRAINGER INC. | 64.11 | 64.11 | 133207380 4325 | Cafeteria Fund / Office Supplies |
| I20R0434 | HEARTLAND PAYMENT SYSTEMS INC. | 240.00 | 240.00 | 133207380 5210 | Cafeteria Fund / Travel, Conference, Workshop |
| I20R0449 | SOUTHWEST SCHOOL AND OFFICE SU | 383.40 | 383.40 | 133207380 4399 | Cafeteria Fund / Equipment Under \$500 |
| I20R0454 | CHEFS' TOYS | 3,970.19 | 3,970.19 | 133207380 4440 | Cafeteria Fund / RPLC Equip \$500-\$5000 |
| I20R0456 | CHEFS' TOYS | 3,970.19 | 3,970.19 | 133207380 4440 | Cafeteria Fund / RPLC Equip \$500-\$5000 |
| I20R0476 | CHEFS' TOYS | 2,553.33 | 2,553.33 | 133207380 4440 | Cafeteria Fund / RPLC Equip \$500-\$5000 |
| I20R0477 | HEARTLAND PAYMENT SYSTEMS INC. | 3,889.00 | 3,889.00 | 133207380 5826 | Cafeteria Fund / Licensing/Software,Maint/Supp |
| I20R0511 | BENTLEY PRINTING & GRAPHICS IN | 1,073.60 | 33.55 | 133207380 4325 | Cafeteria Fund / Office Supplies |
| I20R0528 | AMAZON.COM LLC | 68.10 | 68.10 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| I20R0538 | CHEFS' TOYS | 3,069.83 | 3,069.83 | 133207380 4399 | Cafeteria Fund / Equipment Under \$500 |
| I20R0540 | AMAZON.COM LLC | 120.96 | 120.96 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| I20R0593 | STAPLES | 863.99 | 863.99 | 133207380 4410 | Cafeteria Fund / Fixed Assets \$500-\$5000 |
| I20R0605 | HOME DEPOT | 1,000.00 | 1,000.00 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| I20R0609 | CALIFORNIA DEPARTMENT OF EDUCA | 1,280.08 | 1,280.08 | 133207380 4710 | Cafeteria Fund / Food |
| I20R0610 | AMAZON.COM LLC | 125.96 | 125.96 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| I20R0612 | CHEFS' TOYS | 347.54 | 347.54 | 133207380 4399 | Cafeteria Fund / Equipment Under \$500 |
| | Fund 13 Total: | 23,020.28 | 21,980.23 | | |

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/16/2014**

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-------------------|-----------------------|-----------------------|--|
| I20M4092 | A-1 FENCE COMPANY | 14,000.00 | 14,000.00 | 252869380 6299 | Capital Facilities-Maintenance / Other Building & |
| I20M4099 | A-1 FENCE COMPANY | 15,000.00 | 15,000.00 | 252869380 6299 | Capital Facilities-Maintenance / Other Building & |
| I20M4108 | MOBILE MINI STORAGE | 3,467.88 | 3,467.88 | 252869380 5899 | Capital Facilities-Maintenance / Other Operating Expenses |
| I20M4128 | GOLDEN STATE PAVING INC. | 12,700.00 | 12,700.00 | 252869380 6111 | Capital Facilities-Maintenance / Site Improvement - Asphalt |
| I20M4134 | MARTIN'S ELECTRICAL & LIGHTING | 14,500.00 | 14,500.00 | 252869380 6218 | Capital Facilities-Maintenance / Electrical Building Improve |
| I20M4143 | KOURY ENGINEERING | 1,072.50 | 1,072.50 | 252869380 5860 | Capital Facilities-Maintenance / Permits & Fees |
| I20M4147 | GOLDEN STATE PAVING INC. | 129,522.00 | 129,522.00 | 252869380 6111 | Capital Facilities-Maintenance / Site Improvement - Asphalt |
| | Fund 25 Total: | 190,262.38 | 190,262.38 | | |

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/16/2014**

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-------------------|-----------------------|-----------------------|--|
| I20M4089 | HMC ARCHITECTS | 5,000.00 | 5,000.00 | 404839380 6220 | Energy Efficient Project / Architectural & Engineer.Fees |
| I20M4118 | CHARLES G. HARDY INC | 357.29 | 357.29 | 402998990 4347 | Moiola Improvement Projects / Repair & Upkeep Equip |
| I20M4130 | REFRIGERATION CONTROL COMPANY | 312.00 | 312.00 | 402998990 5645 | Moiola Improvement Projects / Outside Srvs-Repairs & |
| I20M4135 | TIME AND ALARM SYSTEMS INC. | 13,150.00 | 13,150.00 | 402869380 6218 | Spec Res Maintenance Services / Electrical Building |
| I20M4136 | PRECISION FLOOR COVERING INC. | 11,168.34 | 11,168.34 | 402869380 6210 | Spec Res Maintenance Services / Carpet Building |
| I20M4137 | PRIEST CONSTRUCTION SERVICES I | 15,000.00 | 15,000.00 | 402869380 6222 | Spec Res Maintenance Services / Inspection Svcs Bldg |
| I20M4138 | ELITE CONSTRUCTION INSPECTION | 140.00 | 140.00 | 402998990 5899 | Moiola Improvement Projects / Other Operating Expenses |
| I20M4141 | R JENSEN CO INC. | 303,000.00 | 303,000.00 | 402869380 6170 | Spec Res Maintenance Services / Land Improvements |
| I20M4142 | KOURY ENGINEERING | 7,500.00 | 7,500.00 | 402869380 5860 | Spec Res Maintenance Services / Permits & Fees |
| I20M4144 | KOURY ENGINEERING | 12,925.00 | 12,925.00 | 404839380 5860 | Energy Efficient Project / Permits & Fees |
| I20M4146 | SILVER CREEK INDUSTRIES INC. | 207,232.75 | 207,232.75 | 402869380 6250 | Spec Res Maintenance Services / Building |
| I20M4151 | RELIABLE DELIVERY SERVICE INC. | 651.50 | 651.50 | 402869380 5645 | Spec Res Maintenance Services / Outside Srvs-Repairs & |
| | Fund 40 Total: | 576,436.88 | 576,436.88 | | |

FOUNTAIN VALLEY SD

**PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/16/2014**

FROM 08/27/2014 TO 10/07/2014

| <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: | | | 1,103,421.31 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|---------------------------|-----------------|----------------------|-----------------------|---|
| I20M4036 | TERRYS TESTING INC. | 930.00 | +930.00 | 012869390 5860 | Maintenance / Permits & Fees |
| | | | -1,000.00 | 012869390 6223 | Maintenance / Tests & Examinations Bldgs |
| I20M4037 | WESTERN EXTERMINATOR | 1,500.00 | +1,000.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| I20R0172 | SAMS CLUB | 458.03 | +458.03 | 012719380 4329 | Business Department / Disaster Supplies |
| | | | -648.00 | 012849380 4329 | Fiscal Services / Disaster Supplies |
| I20R0290 | RALPHS GROCERY COMPANY | 2,000.00 | -3,000.00 | 010142929 4311 | Sch Site Instr - Fulton / Elective Supplies |
| | | | +2,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| I20R0303 | STAPLES | 535.00 | +185.00 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| I20R0334 | STEELCRAFT | 1,506.61 | -70.01 | 010019380 4410 | School Equipment / Fixed Assets \$500-\$5000 |
| I20R0335 | ARROWHEAD MOUNTAIN SPRING | 9,341.91 | +150.15 | 012719380 5899 | Business Department / Other Operating Expenses |
| I20R0387 | SURPLUS TWO WAY RADIOS | 13,999.88 | +9,392.09 | 016919395 4440 | 7240 Special Ed Transportation / RPLC Equip \$500-\$5000 |
| | | | +4,607.79 | 016929395 4440 | 7230 Home-to-Sc Transportation / RPLC Equip \$500-\$5000 |
| | | | -13,999.85 | 016929395 5899 | 7230 Home-to-Sc Transportation / Other Operating Expenses |
| Fund 01 Total: | | | +5.20 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|---------------|-----------------|----------------------|-----------------------|---|
| I20R0008 | BOOMERS | 3,131.90 | +134.90 | 120016398 5812 | ESP-Summer Camp Instructional / Admission Costs |
| Fund 12 Total: | | | +134.90 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES 10/16/2014

FROM 08/27/2014 TO 10/07/2014

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------------------|-----------------|-----------------|----------------------|-----------------------|------------------------------------|
| I20R0128 | GOLD STAR FOODS | 219,953.67 | -46.33 | 133207380 4710 | Cafeteria Fund / Food |
| Total Account Amount: | | | +93.77 | | |

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2015 1

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 | 57,700.00 | 23,150.00 |
| 3101 | STRS-CERTIFICATED POSITIONS | 4,823.00 | 2,007.00 |
| 3313 | MEDICARE-CERTIFICATED | 873.00 | 328.00 |
| 3353 | ARP-CERTIFICATED | | 43.00 |
| 3501 | SUI-CERTIFICATED | 30.00 | 11.00 |
| 3601 | WORKERS'COMP-CERTIFICATED | 1,254.00 | 511.00 |
| 4100 | TEXTBOOKS | 25,500.00 | 441,422.00 |
| 4200 | BOOKS OTHER THAN TEXTBOOKS | | 5,538.00 |
| 4300 | MATERIALS & SUPPLIES | 38,946.00 | 88,988.00 |
| 5200 | TRAVEL & CONFERENCES | | 10,000.00 |
| 5800 | PROF/CONS SERV & OPER EXPENSE | | 465,279.00 |
| 5900 | COMMUNICATIONS | | 18,280.00 |
| 6400 | EQUIPMENT | | 95,964.00 |
| 8200 | FEDERAL INCOME | | 187,505.00 |
| 8600 | LOCAL INCOME | 2,396.00 | 49,886.00 |
| 9740 | RESTRICTED BALANCE | 1,751,416.00 | 992,978.00 |
| 9780 | OTHER ASSIGNMENTS | 73,154.00 | |
| 9790 | UNASSIGNED/UNAPPROPRIATED | 287,475.00 | 464,168.00 |
| 9799 | APPROPRIATED FUND BALANCE | 2,135,425.00 | 2,267,926.00 |
| Subfund Total: | | 4,378,992.00 | 5,113,984.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 2

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

| |
|-------------------------------------|
| Fund: 1212 CHILD DEVELOPMENT |
|-------------------------------------|

| Object | Description | FROM | TO |
|-----------------------|-------------------------------|---------------------|---------------------|
| 5800 | PROF/CONS SERV & OPER EXPENSE | | 10,013.00 |
| 8500 | STATE INCOME | | 10,013.00 |
| 9740 | RESTRICTED BALANCE | 772,415.00 | 964,669.00 |
| 9799 | APPROPRIATED FUND BALANCE | 772,415.00 | 964,669.00 |
| Subfund Total: | | 1,544,830.00 | 1,949,364.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 3

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

Fund: 1313 CAFETERIA FUND

| Object | Description | FROM | TO |
|-----------------------|---------------------------|-------------------|---------------------|
| 8600 | LOCAL INCOME | | 49,735.00 |
| 9712 | NONSPENDABLE STORES | 4,837.00 | 6,034.00 |
| 9740 | RESTRICTED BALANCE | 457,284.00 | 481,258.00 |
| 9799 | APPROPRIATED FUND BALANCE | 491,788.00 | 467,224.00 |
| Subfund Total: | | 953,909.00 | 1,004,251.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 4

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

| |
|--|
| Fund: 1414 DEFERRED MAINTENANCE |
|--|

| Object | Description | FROM | TO |
|-----------------------|---------------------------|--------------|--------------|
| 9760 | OTHER COMMITMENTS | 28.00 | 27.00 |
| 9799 | APPROPRIATED FUND BALANCE | 28.00 | 27.00 |
| Subfund Total: | | 56.00 | 54.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 5

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

| |
|--------------------------------------|
| Fund: 2525 CAPITAL FACILITIES |
|--------------------------------------|

| Object | Description | FROM | TO |
|-----------------------|---------------------------|-------------------|-------------------|
| 9780 | OTHER ASSIGNMENTS | 277,083.00 | 400,652.00 |
| 9799 | APPROPRIATED FUND BALANCE | 314,583.00 | 438,152.00 |
| Subfund Total: | | 591,666.00 | 838,804.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 6

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

| |
|-------------------------------------|
| Fund: 3535 SCHOOL FACILITIES |
|-------------------------------------|

| Object | Description | FROM | TO |
|-----------------------|---------------------------|---------------|---------------|
| 9780 | OTHER ASSIGNMENTS | 83.00 | 82.00 |
| 9799 | APPROPRIATED FUND BALANCE | 83.00 | 82.00 |
| Subfund Total: | | 166.00 | 164.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 7

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 |
|-----------------------|---------------------------|----------------------|----------------------|
| 9780 | OTHER ASSIGNMENTS | 40,554,896.00 | 41,716,617.00 |
| 9799 | APPROPRIATED FUND BALANCE | 40,554,896.00 | 41,716,617.00 |
| Subfund Total: | | 81,109,792.00 | 83,433,234.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 8

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

Fund: 6768 INSURANCE-WCI

| Object | Description | FROM | TO |
|-----------------------|---------------------------|------------------|-------------------|
| 9790 | UNASSIGNED/UNAPPROPRIATED | 32,549.00 | 74,023.00 |
| 9799 | APPROPRIATED FUND BALANCE | 32,549.00 | 74,023.00 |
| Subfund Total: | | 65,098.00 | 148,046.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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

2015 9

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 |
|-----------------------|---------------------------|---------------------|---------------------|
| 9790 | UNASSIGNED/UNAPPROPRIATED | 886,999.00 | 937,829.00 |
| 9799 | APPROPRIATED FUND BALANCE | 886,999.00 | 937,829.00 |
| Subfund Total: | | 1,773,998.00 | 1,875,658.00 |

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, October 16, 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 School District
CURRICULUM/INSTRUCTION

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: **Resolution 2015-10: Certification of Provision of Standards-Aligned Instructional Materials**
DATE: October 1, 2014

Background

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 16, 2014, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program
- Visual and performing arts

The instructional materials were purchased from an approved standards-aligned state adoption list as required by CCR, Title 5, Section 9531.

The required public hearing concerning adequate textbooks and Board Resolution are agendaized for the Board meeting of October 16, 2014. Certification shall also be approved by the Board of Trustees at this meeting.

Recommendation

It is recommended that the Board of Trustees shall hereby certify that each pupil in the Fountain Valley School District shall be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

RESOLUTION 2015-10

**RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT GOVERNING BOARD
DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS AND INSTRUCTIONAL
MATERIALS FOR 2014-2015.**

WHEREAS, Education Code Section 60119 establishes steps and procedures to ensure the availability of textbooks and instructional materials in order to be eligible to receive funds for that purpose, and;

WHEREAS, the procedures require that school districts take appropriate action to ensure the availability of textbooks and instructional materials on a yearly basis, and;

WHEREAS, pursuant to Education Code Sections 60119 and 60422(b), the Board is required to hold a public hearing to encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and;

WHEREAS, the governing board is required to provide ten days' notice of the public hearing, and the notice shall contain the time, place and purpose of the hearing, and it shall be held at a time that will encourage the attendance of teachers and parents and be posted in three public places in the school district, and;

WHEREAS, a public hearing will be held on October 16, 2014 at 7:00 p.m., and;

WHEREAS, the school district's governing board is required to make a written determination as to whether each pupil in the district enrolled in a foreign language or health course has, or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in each subject that is consistent with the content and cycles of the curriculum framework adopted by the State Board, and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,
- (iii) History-social science,
- (iv) English/language arts, including the English language development component of an adopted program.
- (v) Visual and performing arts

NOW THEREFORE, BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board and in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2014-2015 school year, the Fountain Valley School District, has provided each pupil with sufficient textbooks or instructional materials consistent with the content and cycles of the curriculum frameworks.

BE IT FURTHER RESOLVED, that for the 2014-2015 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the State Board, to each pupil enrolled in a foreign language or health course.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I hereby certify the foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at a regular meeting of the said board held at Fountain Valley, California on the 16th day of October, 2014.

ATTEST:

Judith Edwards, President, Board of Trustees

Date

Marc Ecker, Ph.D., Secretary, Board of Trustees

Date



2014-2015 Quarterly Report Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Marc Ecker, Ph.D.

Title: Superintendent

- Quarter #1 July 1 to September 30, 2014 **Report due by October 31, 2014**
- Quarter #2 October 1 to December 31, 2014 **Report due by January 31, 2015**
- Quarter #3 January 1 to March 31, 2015 **Report due by April 30, 2015**
- Quarter #4 April 1 to June 30, 2015 **Report due by July 31, 2015**

Check the box that applies:

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

| Type of Complaint | Total # of Complaints | # Resolved | # Unresolved |
|--|-----------------------|------------|--------------|
| Textbooks and Instructional Materials | 0 | 0 | 0 |
| Teacher Vacancies or Misassignments | 0 | 0 | 0 |
| Facility Conditions | 77 | 77 | 0 |
| CAHSEE Intensive Instruction & Services (high schools only) | 0 | 0 | 0 |
| TOTALS | 77 | 77 | 0 |

Name of Superintendent: Marc Ecker, Ph.D.

Signature of Superintendent: _____ Date: 10/16/2014

Please submit to: Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1000
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 327-1366



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *REVISION TO BP 5127 PROMOTION CEREMONIES AND
ACTIVITIES (SECOND READING)*
DATE: October 7, 2014

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.

In a recent review of Board Policy 5127 Promotion Ceremonies and Activities and Board Policy 6145 Extracurricular and Cocurricular Activities, some contradictory language with regard to student eligibility was discovered.

Revisions to Board Policy 5127 will provide consistency between these two policies as it relates to minimum grade point average and student suspensions.

Revisions also include language that was requested by the Board of Trustees during the September 4, 2014 Board Meeting.

RECOMMENDATION:

It is recommended that revisions to Board Policy 5127 Promotion Ceremonies and Activities be adopted by the Board of Trustees.

PROMOTION CEREMONIES AND ACTIVITIES

It is the policy of the Board of Trustees that standards be set for students' participation in eighth grade promotional activities. In addition, it is the policy of the Board to establish criteria for the promotion ceremony and the promotion party/dance.

It is the philosophy of the district that all promotion activities should be simple, student-centered and grade appropriate. It is the intent that these activities not resemble high school graduation activities. It is the intent that in order for students to participate in promotion activities or the promotion ceremony they demonstrate that they have met the minimum standards established by the Board. There shall be no formal promotional ceremonies except at eighth grade.

Standards for participation in promotional activities

In order to participate in the year-end promotional activities (eighth grade field trip and party/dance), students shall meet the following criteria:

1. Academic Standards: Students must receive a cumulative GPA of at least 2.0 during the eighth grade year. Students who are being retained shall not participate in any promotion activities.
2. Behavioral Standards: Students may not receive more than one suspension or any expulsions in their eighth grade year. Records from a previous school may be considered as part of the total.

Promotion ceremony

1. All students who are being promoted will participate in the promotion ceremony except those who have violated their SARB and/or administrative behavior contracts.
2. Students who are being retained shall not participate in promotion ceremonies.
3. All students participating in promotion ceremonies will wear gowns.
4. Students who receive a cumulative GPA of less than 2.0 will receive a Certificate of Attendance.
5. The location for the ceremony shall be determined by each school staff based on class size.
6. The ceremony should be held the last week of school prior to summer vacation and should be scheduled so that the hours do not conflict with the Huntington Beach Union High School District graduation ceremonies.

PROMOTION CEREMONIES AND ACTIVITIES (continued)

Components of the ceremony may include the following:

1. Music
2. Speaker(s) student or adult
3. Awards presentations
4. Presentation of promotion certificate
5. Other activities that are deemed appropriate by the site administrator

Promotion Party/Dance

Planning - The principal, school staff and parents/guardians shall plan the eighth grade party or dance cooperatively with final approval by the principal.

Chaperones/Security - The chaperones should include the principal, teachers (on a voluntary basis) and other adult chaperones. If the principal determines the need for security, it shall be provided by security officer(s) or authorized adult(s).

Dress - The principal shall determine the dress regulations for the party and these shall be communicated to students and parents/guardians.

Decorations - Decorating may occur during the school day but may not extend beyond the departure time of the night custodian. Major construction projects will not be allowed.

Hours - The promotion party/dance shall be held on school grounds between the hours of 4:30 p.m.-9:00 p.m. unless an exception is authorized by the superintendent or designee.

Public Record of Students Promoted

The district shall record within the minutes of a board meeting the legal names of all students being promoted to high school.

Legal Reference:

EDUCATION CODE

[38119](#) *Lease of personal property; caps and gowns*

[48904](#) *Liability of parent or guardian; withholding of grades, diplomas, transcripts*

[51225.5](#) *Honorary diplomas; foreign exchange students*

[51400-51403](#) *Elementary school diploma*

[51410-51412](#) *Diplomas*

COURT DECISIONS

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 112 S.Ct. 2649

PROMOTION CEREMONIES AND ACTIVITIES (continued)

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

CDE PROGRAM ADVISORIES

[0615.89](#) *Granting credit for passing GED, SPB:88/89-11*

WEB SITES

CDE: <http://www.cde.ca.gov>

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
 Joe Hastie, Facilities Supervisor
 DATE: October 16, 2014
**SUBJECT: APPROVE CHANGE ORDER #1 FOR \$266,167.21 AMENDING THE
 CONTRACT WITH RETRO-TECH SYSTEMS TO \$1,091,792.47**

BACKGROUND

The District contracted with Retro-Tech Systems (RTS) in June to replace lighting across the District with newer more energy efficient lighting. This was part of the overall energy project begun in Fall of 2013 with Chevron Energy Solutions. Upon further review it was found that Chevron included some, but not all, of the outside fixtures in the retrofit specifications given to the contractor when the RFP for lighting was issued. The exterior lights were last retrofitted in 1998 using compact florescent fixtures. In some cases the District's exterior lights have gone through multiple retrofit without being completely replaced. In addition, the District does not have a consistent type of bulb in the fixtures district wide, requiring the stocking of a variety of replacement bulbs by the maintenance department. The cost to replace the fixtures not included in the original bid is \$266,167.47. The replacement lights will be LED fixtures, which have a longer bulb life and a consistent type of bulb which will save the District money in the future. The new fixtures will provide better lighting and an updated, consistent look at the schools.

FISCAL IMPACT

The scope of work outlined in the contract will be funded through a combination of District's Proposition 39 – Clean Energy Act funding allocation and energy savings from the updated lighting. Including this increase in the RTS contract, the District is still spending less on energy efficiency upgrades than called for in the original contract with Chevron. The fiscal impact of the change to the contract is as follows:

| | |
|---|----------------|
| The Original Contract with RTS | \$825,625.26 |
| Change Order #1 – Increased Exterior Lighting and Sockets | \$266,167.21 |
| New Retro Tech Systems Contract | \$1,091,792.47 |

RECOMMENDATION

It is recommended that the Board of Trustees approves Change Order #1 for \$266,167.21 amending the contract with Retro-Tech Systems to \$1,091,792.47

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: October 18, 2014
SUBJECT: **APPROVAL OF CONTRACT WITH TRUE NORTH RESEARCH TO DESIGN AND CONDUCT A VOTER OPINION SURVEY IN THE AMOUNT OF \$24,950.00**

BACKGROUND

At its September 4, 2014 meeting, the Board of Trustees approved a resolution authorizing the investigation of the feasibility of local school funding sources for the improvement of school facilities. The Senior Managers met with Dr. Tim McLarny from True North Research to discuss the needs and objectives of the District with respect to the proposed research. The team believes that Dr. McLarny and his team can meet the District objectives and provide a meaningful report to the Board of Trustees.

According to the proposed contract True North Research will:

- Develop a questionnaire for the District's review,
- Develop a stratified and clustered sample of voters based on their voting history,
- Ensure the data collected from the survey instrument is reliable and accurate,
- Professionally translate the interview into Spanish and Vietnamese,
- Collect 400 quality telephone interviews from the voter sample,
- Process the data from the interviews,
- Prepare a thorough report on the findings, and
- Prepare and deliver a presentation to the Board of Trustees on the survey findings.

Impact

The scope of work outlined in the contact with True North Research is \$24,950.00. The District can use a portion of the remaining funds in Fund 40 to cover these expenses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract, in the amount of \$24,950.00, with True North Research to design and conduct a voter opinion survey and authorize the Superintendent or his designee to sign all documents.

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: October 16, 2014
SUBJECT: **APPROVAL OF THE CONTRACT WITH TTG STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES TO PROVIDE A MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL ASSESSMENT FOR VENTILATION AND AIR CONDITIONING OPTIONS AT NINE SCHOOLS IN AN AMOUNT NOT TO EXCEED \$72,000.00.**

BACKGROUND

In response to community concerns voiced in the spring, the District asked for a preliminary assessment of our current classroom air quality and climate, including a preliminary approximation of costs. The results were based on a cursory walk through of our school sites by Bard School Specialist Dr. Dave Gorman from Geary Pacific Corporation and basic information provided by District personnel. Dr. Gorman provided the District with three options ranging from simple room ventilation to a whole facility air conditioning and ventilation system.

As the District continues to explore options to increase air quality and provide an optimum classroom environment for learning, a more thorough survey of our sites will be needed. In order to provide the Board of Trustees with a more comprehensive look at our current facilities and a final cost estimate, a more in depth analysis of facility wide systems is needed.

TTG will do an in depth survey of each sites' existing mechanical, electrical and plumbing conditions. They will review existing as-built drawings to evaluate the constructability of ventilation and air conditioning systems. Finally, they will provide a cost estimate for multiple options at each of the nine schools.

Impact

The scope of work outline in the contact with TTG Structural, MEP, Civil Engineering & Construction Services is estimated to be \$65,000.00, plus expenses, not to exceed in total \$72,000.00. The District can use a portion of the remaining funds in Fund 40 to cover these expenses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Contract, not to exceed \$72,000.00, with TTG Structural, MEP, Civil Engineering & Construction Services to provide a mechanical, electrical, plumbing, and structural assessment for ventilation and air conditioning options at nine schools and authorize the Superintendent or his designee to sign all documents.

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/14-15 - 82

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Copier Lease Agreement**
DATE: October 3, 2014

BACKGROUND

The District leases several copiers from various vendors based on the best product and pricing available. The lease for three copiers located in the District Office publications room ended in October of 2014. The District is currently on a month to month basis for this machine.

Attached is a lease agreement with De Lage Landen. This lease agreement would replace the existing copiers in the publication room with an upgraded model. The new model will offer more functionality better suited for the District's current needs. The model of copier is the same as the copier added to the Instruction Department in April of this year. Pricing for the three copiers is competitive and will include one year of service.

RECOMENDATION

It is recommended that the Board of Trustees approve the attached lease agreement with De Lage Landen. It is further recommended that the Board approve a delegation of authority to the Superintendent, or his designee, to execute this lease agreement.

| | | |
|---------------|---|-----------------------------------|
| LESSEE | Full Legal Name FOUNTAIN VALLEY SCHOOL DISTRICT | Phone Number 7148433245 |
| | Billing Address 10055 SLATER AVE, FOUNTAIN VALLEY, CA, 92708 | Purchase Order Requisition Number |
| | Equipment Location (if not same as above) | Send Invoice to Attention of |

| EQUIPMENT INFORMATION | Equipment Make | Model Number | Serial Number | Quantity | Description (Attach separate Schedule A If Necessary) |
|------------------------------|----------------|--------------|---------------|----------|---|
| | | Copystar | CS-8001i | | 3 |
| | | | | | |

| PAYMENT INFORMATION | Number of Lease Payments | Lease Payment (PLUS) | Applicable Sales Tax (EQUALS) | Total Lease Payment | Term of Lease in Months | End of Lease Option | Payment Frequency |
|----------------------------|--------------------------|----------------------|-------------------------------|---------------------|-------------------------|---|---------------------------------------|
| | | 60 | \$ 2094.40 + | \$ 167.55 = | \$ 2261.95 | 60 | Fair Market Value |
| | | | | | | End of Lease Purchase Option shall be FMV unless another option is indicated. | |
| | | | | | Security Deposit (PLUS) | First Period Payment (PLUS) | Other (EQUALS) Total Payment Enclosed |
| | | | | | | | |

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date, as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of \$75 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will to pay us a late charge of 10% of the payment or \$10, whichever is greater. We will charge you a fee of \$25 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease Payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease Payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity

will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial Lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease Payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us, or (B) 6% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the "UCC". You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

| | | |
|-------------------------|---|------|
| LESSEE SIGNATURE | You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED | |
| | Lessee (Full Legal Name) FOUNTAIN VALLEY SCHOOL DISTRICT | |
| | Signature | |
| | Print Name | |
| | Title | Date |

| | | |
|---------------|--|--------------|
| LESSOR | DE LAGE LANDEN FINANCIAL SERVICES, INC. Lease Processing Center: 1111 Old Eagle School Road, Wayne, PA 19087-8608 PHONE: (800) 735-3273 • FAX: (800) 776-2329 | |
| | Commencement Date | Lease Number |
| | Accepted By | |

| | | |
|-----------------|---|------|
| GUARANTY | I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury. | |
| | Signature | Date |
| | Print Name | |

| | | |
|-------------------|---|-------|
| ACCEPTANCE | The equipment has been received, put in use, is in good working order and is satisfactory and acceptable. | |
| | Signature | Date |
| | Print Name | Title |

SCHEDULE A

SCHEDULE FORMING PART OF LEASE BETWEEN LESSOR, De Lage Landen Financial Services Inc.

AND Fountain Valley School District, LESSEE,

DATE: _____ LEASE NUMBER: HFS-387933

DESCRIPTION OF EQUIPMENT:

| EQUIPMENT MAKE | MODEL NUMBER | QUANTITY | DESCRIPTION | SERIAL NUMBER |
|----------------|--------------|----------|----------------------------|---------------|
| Copystar | DF-790 (C) | 3 | 4000 Sheet Finisher | |
| Copystar | PF-770 | 3 | Large Capacity Tray | |
| Copystar | BF-730 | 3 | Booklet & Tri Folding Unit | |

THIS SCHEDULE SHALL HERE AFTER FORM PART OF THE AFOREMENTIONED LEASE.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

| | |
|------------------|--|
| LESSEE SIGNATURE | Signature X _____ Date _____ <small>(LEASE MUST BE SIGNED BY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)</small> |
| | Print Name _____ Title _____ |
| | Legal Name of Corporation or Partnership <u>Fountain Valley School District</u> |

| | |
|--------------------|--|
| ACCEPTED BY LESSOR | Signature X _____ Date _____ |
| | Print Name _____ |
| | Legal Name of Corporation or Partnership <u>De Lage Landen Financial Services Inc.</u> |



FOUNTAIN VALLEY SCHOOL DISTRICT

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

FOUNTAIN VALLEY SCHOOL DISTRICT SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: **AMERICAN LANGUAGE SERVICES**

DATE: October 2, 2014 – for October 16, 2014 Board Meeting

BACKGROUND

Due to increasing requests for interpreter and translator services for parent conferences/meetings, assessments, IEP's, etc., there is a need to contract with an outside agency to meet these requests as Fountain Valley School District does not have the resources to meet these requests. These requests will be filled on a case by case basis and so charged on a case by case basis. We would like to contract with American Language Services. This company has the ability to service a wide variety of languages that may be requested for interpretation and/or translation. Term of agreement to be October 20, 2014 thru June 30, 2015. Amount to be \$5,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract with American Language Services for October 20, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

sb



**CONTRACT FOR THE
FOUNTAIN VALLEY SCHOOL DISTRICT**

FROM: AMERICAN LANGUAGE SERVICES

RE: LANGUAGE SERVICES

**Duration: From: October 2, 2014
To: June 30, 2015**

CONTRACT FOR LANGUAGE SERVICES

October 2, 2014

To:
Fountain Valley School District
Attention: Sheila Blain, Senior Secretary
10055 Slater Avenue
Fountain Valley, CA 92708

From:
Corporate Office:
American Language Services (AML-Global)
Corporate Office:
1849 Sawtelle Blvd. Suite 600
Los Angeles, CA 90025

Dear Ms. Blain,

AML-Global will demonstrate to you our stellar qualifications to provide Fountain Valley School District with consistent, timely, cost effective and accurate language services. The following contract rates will apply to your organization.

Sincerely,

Alan Weiss

Alan Weiss

American Language Services



AMERICAN LANGUAGE SERVICES INTERPRETING RATES SOUTHERN CALIFORNIA

| LANGUAGE | HALF DAY UP TO 3 HOURS | FULL DAY 3+ TO 6 HRS | ADDITIONAL HOURLY RATE |
|----------|------------------------------|-------------------------|---------------------------|
|----------|------------------------------|-------------------------|---------------------------|

MAJOR LANGUAGES

| | | | |
|----------------------------|---|---------|-------|
| SPANISH | \$295 | \$495 | \$85 |
| ARABIC | \$425 | \$725 | \$135 |
| ARMENIAN – EASTERN/WESTERN | \$375 | \$725 | \$135 |
| CANTONESE | \$445 | \$745 | \$140 |
| JAPANESE | \$795 | \$1,195 | \$195 |
| KHMER | \$465 | \$795 | \$150 |
| KOREAN | \$475 | \$845 | \$165 |
| MANDARIN | \$445 | \$745 | \$140 |
| PORTUGUESE | \$475 | \$745 | \$140 |
| PUNJABI | \$465 | \$795 | \$145 |
| RUSSIAN | \$475 | \$695 | \$125 |
| TAGALOG | \$495 | \$785 | \$145 |
| VIETNAMESE | \$495 | \$785 | \$145 |
| AMERICAN SIGN LANGUAGE | \$95 PER HOUR, PER INTERPRETER, 2 HOUR MINIMUM | | |

LANGUAGES BY REGION

| | | | |
|----------------|-------|-------|-------|
| MIDDLE EASTERN | \$445 | \$745 | \$140 |
| MOST ASIAN | \$445 | \$745 | \$140 |
| MOST EUROPEAN | \$525 | \$845 | \$150 |

SPECIALIZED LANGUAGES

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS

| | | |
|-------|-------|-------|
| \$550 | \$945 | \$175 |
|-------|-------|-------|

- ASL Assignments over (2) hours require (2) interpreters.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change.
- Overtime fees may apply
- Rates effective October 2, 2014
- Regional pricing may vary
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Phone Interpreting available upon request.

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025
Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net
www.alsglobal.net



MAKING THE WORLD A LITTLE SMALLER

TRANSLATION RATES

| <i>LANGUAGE</i> | <i>PRICE PER WORD</i> |
|-----------------|-----------------------|
| Arabic | \$.18-.22 |
| Chinese | \$.18-.22 |
| Danish | \$.21-.24 |
| Dutch | \$.21-.24 |
| French | \$.18-.21 |
| German | \$.18-.21 |
| Hebrew | \$.21-.25 |
| Italian | \$.18-.21 |
| Japanese | \$.19-.24 |
| Korean | \$.19-.24 |
| Norwegian | \$.21-.24 |
| Portuguese | \$.16-.19 |
| Russian | \$.18-.21 |
| Spanish | \$.11-.13 |
| Turkish | \$.19-.21 |
| Vietnamese | \$.19-.24 |

For documents needing desktop publishing, or specialized formatting we charge \$75/hour. This rate also applies to editing of previously translated documents.

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.
- Expedited service is available and priced individually.

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025
 Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net
www.alsglobal.net



MAKING THE WORLD A LITTLE SMALLER

AMERICAN LANGUAGE SERVICES TRANSCRIPTION RATES

| LANGUAGE | COST PER AUDIO HOUR | LANGUAGE | COST PER AUDIO HOUR |
|----------|---------------------|----------|---------------------|
|----------|---------------------|----------|---------------------|

(Partial List of over 150 Languages)

ENGLISH

| | Per Min | Per Hr | | Per Min | Per Hr |
|--------------------|---------|--------|------------------------------------|---------|--------|
| ENGLISH <> ENGLISH | \$3.50 | \$210 | BRITISH ENGLISH <> BRITISH ENGLISH | \$3.50 | \$210 |

AMERICAS

Hr

| | Per Min | Per Hr | | Per Min | Per |
|--------------------|---------|--------|-----------------------|---------|-------|
| SPANISH <> ENGLISH | \$6 | \$360 | PORTUGUESE <> ENGLISH | \$7.50 | \$450 |

EUROPEAN

Hr

| | Per Min | Per Hr | | Per Min | Per |
|----------------------|---------|--------|----------------------|---------|-------|
| BULGARIAN <> ENGLISH | \$8 | \$480 | HUNGARIAN <> ENGLISH | \$8 | \$480 |
| CATALAN <> ENGLISH | \$8 | \$480 | ITALIAN <> ENGLISH | \$8 | \$480 |
| DUTCH <> ENGLISH | \$8 | \$480 | POLISH <> ENGLISH | \$8 | \$480 |
| FRENCH <> ENGLISH | \$8 | \$480 | ROMANIAN <> ENGLISH | \$8 | \$480 |
| GERMAN <> ENGLISH | \$8 | \$480 | RUSSIAN <> ENGLISH | \$8 | \$480 |
| GREEK <> ENGLISH | \$8 | \$480 | UKRAINIAN <> ENGLISH | \$8 | \$480 |

MIDDLE EASTERN

| | Per Min | Per Hr | | Per Min | Per Hr |
|-------------------|---------|--------|-------------------|---------|--------|
| ARABIC <> ENGLISH | \$8 | \$480 | HEBREW <> ENGLISH | \$12 | \$720 |
| FARSI <> ENGLISH | \$8 | \$480 | | | |

ASIAN

| | Per Min | Per Hr | | Per Min | Per Hr |
|-----------------------|---------|--------|-----------------------|---------|--------|
| ARMENIAN <> ENGLISH | \$7.50 | \$450 | INDONESIAN <> ENGLISH | \$9.50 | \$570 |
| KHMER <> ENGLISH | \$9.50 | \$570 | JAPANESE <> ENGLISH | \$12 | \$720 |
| CEBUANO <> ENGLISH | \$7.50 | \$450 | KOREAN <> ENGLISH | \$12 | \$720 |
| CHINESE <> ENGLISH | \$7.50 | \$450 | KURDISH <> ENGLISH | \$9.50 | \$570 |
| DARI <> ENGLISH | \$7.50 | \$450 | PASHTO <> ENGLISH | \$7.50 | \$450 |
| HINDI <> ENGLISH | \$7.50 | \$450 | PUNJABI <> ENGLISH | \$7.50 | \$450 |
| HMONG <> ENGLISH | \$9.50 | \$570 | TAGALOG <> ENGLISH | \$7.50 | \$450 |
| TAIWANESE <> ENGLISH | \$9.50 | \$570 | THAI <> ENGLISH | \$9.50 | \$570 |
| TURKISH <> ENGLISH | \$7.50 | \$450 | URDU <> ENGLISH | \$7.50 | \$450 |
| VIETNAMESE <> ENGLISH | \$9.50 | \$570 | | | |

EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number or speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2013
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net

We look forward to working with you.

AGREED AND ACCEPTED:

Date: _____

By: _____

Sheila Blain
Fountain Valley School District

Date: 10-2-14

By: Dina Spevack

Dina Spevack, Director
American Language Services



FOUNTAIN VALLEY SCHOOL DISTRICT

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

FOUNTAIN VALLEY SCHOOL DISTRICT SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: LIFESIGNS

DATE: October 2, 2014 – for October 16, 2014 Board Meeting

BACKGROUND

Due to increasing requests for sign language services for parent conferences/meetings, assessments, IEP's, etc., there is a need to contract with an outside agency to meet these requests as Fountain Valley School District does not have the resources to meet these requests. These requests will be filled on a case by case basis and so charged on a case by case basis. We would like to contract with Lifesigns which is a company that provides communication access through sign language interpreters to the deaf and hard of hearing communities of Southern California. This company has the ability to service the different dialects within the sign language genre that may be requested for interpretation. Term of agreement to be October 20, 2014 thru June 30, 2015. Amount to be \$5,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract with Lifesigns for October 20, 2014 through June 30, 2015 and authorize the Superintendent or designee to sign all documents.

sb



LIFESIGNS
SINCE 1986

**SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT:
GENERAL/MEDICAL**

LIFESIGNS office hours are from 8:30 a.m. to 5 p.m. from Monday through Friday only.
We observe all state and federal holidays.

Please contact your local LIFESIGNS office for information related to service assignments.

For All Areas:

Toll Free 888-930-7776
Office 323-550-4210
FAX 323-550-4215
lifesigns@lifesignsinc.org

2222 Laverna Avenue
Los Angeles, CA 90041

CONTRACT, INVOICE, STATEMENT OR BILLING INQUIRIES (323) 550-4242

ALL AFTER HOURS ON CALL SERVICES ONLY (800) 633.8883

Please do not use this number for regular requests or messages.

Specifications and Responsibilities:

1. Intent

LifeSigns Now dba LIFESIGNS, Inc. (hereafter LIFESIGNS) provides communication services to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to AGENCY. AGENCY agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply to communication services provided by LIFESIGNS on an as-needed basis.

2. **Definitions**

After-hours: Monday through Friday after 5:00 p.m. and before 8:30 a.m., weekends, and holidays.

Business hours: Monday through Friday, between 8:30 a.m. to 5:00 p.m. *excluding weekends and holidays.*

Emergency Interpreting: Any request for services with less than 72 hours from date of services needed, also any time beyond the originally requested time will be billed at the emergency rate. This does not include requests made through our On Call service.

On Call Interpreting: Any request made through our On Call answering service. These should only occur during after-hours emergencies. On Call services include Portal to Portal billing as well as a separate fee structure.

Portal to Portal: For On-Call requests, billing starts from when the interpreter is dispatched and has left their home to your location, and ends when the interpreter arrives back at their home upon the completion of the assignment. This typically adds one to two hours to the number of billable hours.

Agency: The entity that is requesting interpreting services. They are the party to be billed and can also be considered the REQUESTOR or CUSTOMER.

3. **Sign Language Interpreting**

LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID) or EIPA. Most certificate holders have completed professional interpreter training and have extensive professional interpreting experience.

LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20 to 30 minutes. Generally, assignments exceeding 2 hours or any assignment with continuous non-stop presentations (lectures, presentations even if under two hours), meetings, groups and/or legal type meetings where two (2) separate parties are represented with two (2) different sides/points of view will require team (2 or more) interpreters.

On Call Emergency Interpreting

Emergency requests for true medical, mental and law enforcement situations are given top priority. Interpreters are available every day after hours 5pm to 7:30am.

For emergency or last minute requests during business hours, please call local area numbers. The On Call answering service phone number is 800-633-8883, and is available after business offices have closed. The emergency line is urgent requests only. *Please do not call the After Hour Emergency Line to make requests or to leave messages for the dispatchers.*

Fee Schedule

General Fee Rate Schedule for requests made greater than 72 business hours in advance of date of service: ASL, PSE, SEE & Oral : \$75.00 per hour with a two (2) hour on-site minimum.

Tactile (deaf/blind), Tri-Lingual (Spanish, English, and ASL), or CDI (Certified Deaf Interpreter) Rate: \$80.00 per hour with a two (2) hour on-site minimum.

Emergency (Last Minute, less than 72-business hours) Rate: ASL, PSE, SEE & Oral: \$85.00 per hour with a two (2) hour on-site minimum

Emergency (Last Minute, less than 72-business hours) Rate: Tactile (deaf/blind), Tri-Lingual (Spanish, English, and ASL), CDI (Certified Deaf Interpreter): \$90.00 per hour with a two (2) hour on-site minimum.

Emergency On Call services are billed **Portal to Portal and \$105.00 per hour** and have a two hour minimum. Cancellations that incur en route will be billed for the two hour minimum or the Portal to Portal time, whichever is longer. See previous definitions.

Drive Time-Due to the distance of assignment location any job over 30 miles from the nearest LIFESIGNS or affiliated regional office will be charged an additional 56 cents per mile round trip:

GLAD Headquarters 2222 Laverna Ave., Los Angeles, CA 90041

Antelope Valley GLAD 38510 Sierra Highway at E. Ave. Q-6 Palmdale, Ca 93550

Bakersfield GLAD 4949 Buckley Way, Suite 203, Bakersfield, CA 93309

Center on Deafness, Inland Empire 3576 Arlington Ave., Suite 211, Riverside Ca 92506

Orange County Deaf Equal Access Foundation 6022 Cerritos Ave., Cypress, CA 90630

Tri-County GLAD 702 County Square Dr., Suite 101, Ventura, CA 93003

Insufficient Funds/Bounced Checks: Any bounced check incurs a \$30.00 processing fee to requestor.

Late Fees: Invoices in delinquency may incur a \$25.00 late fee to cover administrative costs. A monthly interest rate of 1.5% may be assessed to any invoice that is delinquent beyond the Net 30 payment policy agreed upon in this contract. If a requestor accumulates late invoices, LIFESIGNS may withhold services until the account balance is made current.

Collections Expenses: Any expenses incurred by LIFESIGNS for invoice collections will be invoiced to requestor. LIFESIGNS will send a certified letter to requestor informing them of an invoice delinquency before proceeding to collections.

Policies and Procedures for AGENCY Interpreter Services Requests

Due to the high demand for communication services, LIFESIGNS strongly encourages that all requests be made with a **minimum of 5 to 7 working days advance notice**. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice; however, every effort will be made to secure an interpreter.

When requesting an interpreter, please provide the following information:

1. Date of service needed.
2. Time span of service (start time and we must have end time).
3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information).
4. Contact person at the interpreting site and direct phone/cell number.
5. Nature of the assignment (1-1 meeting, computer training, new employee orientation, parent/teacher conference, etc. Be as detailed as possible.)
6. Billing information (authorized person, attention to whom and PO# if required).

7. Requestor shall provide all invoice requirements in advance to insure effective Accounts Payable processing.

Due to tight schedules and our commitment to provide service to as many clients as possible, we highly suggest you secure interpreter to the end time you anticipate to complete your request. Cost of service is incurred to AGENCY only when an interpreter is dispatched. Due to the high demand of interpreters, all efforts will be made to provide interpreter as soon as possible. **Any assignment going over original time requested/excess time will be billed at emergency rate.** We always suggest you over estimate time needed as we cannot guarantee interpreter's availability after scheduled time. The interpreter/s may have other assignments to go to based on the original requested time.

Cancellation

Cancellation for assignments lasting two (2) hours or less will require **greater than 24 business hours** advance notice of cancellation. Cancellation for assignments lasting longer than two (2) hours will require a **greater than 48 business hours** advance notice of cancellation.

****BUSINESS HOURS: LIFESIGNS office hours are 8:30 a.m. to 5 p.m. Monday through Friday. We observe all state and national holidays.**

Cancellations must be made during business hours; cancellations made during non-business hours and/or during holidays will not be considered until the next business day. If the cancellation is not made within the specified amount of time, the AGENCY will be billed for the total amount of time requested. Weekends and holidays are not considered regular business hours. We request that all cancellations be made via FAX or EMAIL using the original request with the word CANCELLATION written diagonally across the request and RE-SENT to LIFESIGNS. **ALWAYS** call to verify that notice was received. If request was made by phone please submit via FAX or EMAIL the following information: Date, time, location and patient's name of appointment/request that is being cancelled with the words PLEASE CANCEL REQUEST.

No-Show Policy

The event of CUSTOMER/PATIENT/CLIENT's failure to appear for scheduled appointment will not release the AGENCY from the responsibility of full payment for secured services requested. It is the AGENCY'S responsibility to independently confirm that the CUSTOMER/PATIENT/CLIENT will appear. However, in the in the event that an interpreter is late for a scheduled appointment, then fee for services rendered should be prorated to reflect the amount of time actually worked.

Remittance for Service

Payment of invoice(s) is required within 30 days of receipt by AGENCY. Cost of service is incurred to AGENCY only when an interpreter is dispatched, or AGENCY cancels with equal to or less than 24 hours for a 2-hour or less job, or equal to or less than 48 hours for any assignment longer than 2 hours.

Independent Contractor Status

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

Grievance Procedures

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual period, the AGENCY may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS. Please use the following guidelines when addressing concerns:

1. Within a week of the occurrence, please inform the Director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the Director, the AGENCY has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (LIFESIGNS, Inc. is a subsidiary of GLAD, Inc.).
2. AGENCY may also state the concern in writing and present it to the Director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

- Provide a specific complaint, suggestion or question.
- Describe what took place.
- Furnish date/s of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
- Include all supporting documentation.

Termination of Services

Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party.

Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

Indemnification

LIFESIGNS shall defend, indemnify and hold AGENCY, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the loss of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of LIFESIGNS, its officers, agents or employees.

AGENCY shall defend, indemnify and hold LIFESIGNS, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the loss of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of AGENCY, its officers, agents or employees.

Contract Disputes

All disputes regarding this agreement shall be settled in Los Angeles County. If any provision is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Insurance

LIFESIGNS shall procure at its own cost and expense, and maintain during the existence of this Agreement, the following policies in connection with the performance of the obligations in this Agreement:

- Professional Liability insurance subject to \$1,000,000 limits
- Errors and Omissions insurance subject to \$1,000,000 limits
- Comprehensive General Liability insurance subject to \$2,000,000 limits

Amendments

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

If you have any question(s), please do not hesitate to contact us.

Nondiscrimination

Neither party shall discriminate based on race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status, or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

Confidentiality

All parties involved in any services rendered are required to maintain confidentiality in regards to all information seen, heard or observed on any premises or shared from any party when making a request for service. All interpreters dispatched by LIFESIGNS are required to hold confidentiality to the highest standards set forth by the Registry of Interpreters for the Deaf, Inc.'s Code of Professional Conduct. Exceptions to confidentiality are only allowed in cases when a party must be a Mandated Reporter by law or when making a grievance or giving feedback in regards to services rendered or requested.

The Section Below Applies to Medical Facilities and Providers Only**Governing Law and Partial Invalidity**

LIFESIGNS hereby acknowledges that AGENCY is a California Health Care Service Plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (the Act) as amended, and both parties shall be bound by the terms and requirements of the Act and regulations promulgated therefore.

Further, LIFESIGNS acknowledges that AGENCY, its providers, and its business partners are subject to laws and regulations relating to state and federal public health programs, including Medi-Cal and Medicare programs. The parties hereto agree that they shall comply with all laws and regulations relating to such public health programs

LIFESIGNS understands and acknowledges that, as part of this Agreement, it will compile and maintain or have access to certain medical information relating to AGENCY'S members and that such information is subject to the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereto. LIFESIGNS agrees that it shall maintain the confidentiality and security of personally identifiable health information relating to AGENCY'S members and shall insure that its subcontractors comply with such laws and regulations.

LIFESIGNS agrees to enter into a "Business Associate Agreement" with AGENCY when and as required by HIPAA and its regulations.

Expiration of Service Agreement

This Agreement will expire after one (1) year from the date signed by agency.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

For your convenience, a recap of the points of our General Service Agreement (See definitions)

- General ASL rate is \$75 per hour with a 2-hour on-site minimum.
- Trilingual, CDI & Tactile rate is \$80 per hour billed 2-hour on-site minimum.
- Emergency rate (less than 72 business hours' notice): \$85 per hour for ASL or \$90 per hour for Trilingual, CDI, or Tactile all billed 2 hour on-site minimum.
- Emergency On Call rate is \$105.00 per hour with Portal to Portal and a 2 hour minimum.
- Cancellations must occur during business hours and must be greater than 24 business hours before a 2-hour assignment and greater than 48 business hours before an assignment longer than 2 hours to avoid full charge.
- Drive Time: Due to the distance of assignment location any job over 30 miles from the nearest LIFESIGNS or Regional office will be charged additional 56 cents per mile round trip.
- A "No-show" of deaf client still requires agency to pay for the entirety of requested hours.
- Use lifesigns.interpreterintelligence.com for 24/7 access to interpreter requests.

AUTHORIZING AND BILLING INFORMATION

Agency Name

Billing Address

| | | | |
|-------|--------|-----|---------------------|
| City, | State, | Zip | Email for E-Billing |
|-------|--------|-----|---------------------|

| | |
|---|-----------------|
| Credit Card Number (<i>for personal job requests</i>) | Expiration Date |
|---|-----------------|

| | | |
|-----------------------------|-------|---------------------|
| PRINT Authorized Agent Name | Title | Direct Phone Number |
|-----------------------------|-------|---------------------|

| | |
|-------------------------------|--------------------------------------|
| Signature of Authorized Agent | Date Signed (expires after one year) |
|-------------------------------|--------------------------------------|

Emory Dively, Director of LIFESIGNS
2222 Laverna Ave
Los Angeles, CA 90041

LIFESIGNS, INC.
Tax ID: 95-4044564

| | | | |
|--------|----------|--------|--|
| K____ | II____ | EB____ | |
| QB____ | Scan____ | | |

lifesigns@lifesignsinc.org
323-550-4210 office
888-930-7776 toll-free
323-550-4215 fax

LIFESIGNS ONLINE ACCOUNT SETUP

LIFESIGNS utilizes a *fully HIPAA compliant* online platform for receiving interpreting requests and dispatching these requests to your service locations.

In order to have an online access setup for your organization prepared for you, we need some basic information listed below. Multiple user logins can be prepared upon request.

Access is available 24/7/365 at
lifesigns.interpreterintelligence.com

The email address will serve as a login username as well as the account to where cancellations, changes and confirmations will automatically be sent.

| | |
|---------------|----------|
| Email Address | |
| First Name | |
| Last Name | |
| Phone Number | () |
| Fax Number | () |

A temporary password will be created for you upon setup.



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

DATE: September 29, 2014
TO: Anne Silavs, Assistant Superintendent, Instruction
FROM: Cara Robinson, Director, Support Services
SUBJECT: Board Item for October 16, 2014 Board Meeting
Mileage Reimbursement to Parents

On September 11, 2014 parents of a Special Needs daughter agreed to transport their daughter from home to school in the mornings given her morning schedule. Fountain Valley School District will reimburse parents for transporting their child to and from school on a daily basis. The parents will be reimbursed at the mileage rate per mile which is currently 56 cents per mile. The parents will be reimbursed only for the days the child attends school, this excludes, holidays and any day(s) the child is out of school for any reason. Mileage will be reimbursed for the period of September 11, 2014 thru June 17, 2015. Amount not to exceed \$850.

RECOMMENDATION:

Approval by the Board of Trustees is recommended to approve the above mentioned mileage reimbursement to the parents.

/sb



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: **PRACTI-CAL Medi-Cal Administrative Activities Program (MAA)
Random Moment Time Survey (RMTS)**

DATE: September 29, 2014 – for October 16, 2014 Board Meeting

BACKGROUND

This Agreement between PRATI-CAL, Incorporated and the Fountain Valley School District (referred to as LEA) is for services related to claims for reimbursement for Random Moment Time Survey (RMTS). PRACTI-CAL is a California corporation which provides services to local education agencies related to reimbursement under the US Medicaid and California Medi-Cal programs, and various other services and products to local education agencies and other clients. LEA is a California local education agency entitled to claim reimbursement for certain expenses incurred in providing services to California Medi-Cal recipients. LEA desires to use the services of PRACTI-CAL in training its employees and assisting the LEA in filing reimbursement claims. PRACTI-CAL will provide training in reference to staff completing Time Surveys, process Time Surveys and compute billable items into funding to be received by the FVSD.

RECOMMENDATION

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

sb



MEDI-CAL ADMINISTRATIVE ACTIVITIES PROGRAM (MAA)
RANDOM MOMENT TIME SURVEY (RMTS)

SERVICE AGREEMENT

This Agreement is made and entered into by and between PRACTI-CAL, Incorporated (hereinafter referred to as PRACTI-CAL) and the Fountain Valley School District (hereinafter referred to as "LEA") for services related to claims for reimbursement for Random Moment Time Survey (hereinafter referred to as "RMTS") in accordance with United States and California laws.

RECITALS

1. PRACTI-CAL is a California corporation (Federal tax ID # 20-704949) which provides services to local education agencies related to reimbursements under the United States Medicaid and California Medi-Cal programs, and various other services and products to local education agencies and other clients.
2. LEA is a California local education agency entitled to claim reimbursements for certain expenses incurred in providing services to California Medi-Cal recipients. LEA desires to use the services of PRACTI-CAL in training its employees and assisting the LEA in filing reimbursement claims.

AGREEMENT

In consideration of the provisions herein, the parties hereto agree as follows:

1. PRACTI-CAL agrees to assume the following responsibilities:
 - A. RMTS/MAA Program Assessment: Review with key staff the MAA related tasks currently being performed. Advise the LEA in the formation of any MAA activities it might decide to begin or expand. Continual review of areas where the California Department of Health Care Services (hereinafter referred to as "DHCS") and the Centers for Medicare and Medicaid Services (hereinafter referred to as "CMS") might make the rules easier to follow or where they might expand the State claiming components.
 - B. Medi-Cal Percentage Calculation: Maintain this information at the school site level to maximize reimbursement.
 - C. Provider Certification Verification: Prepare the certification for LEA signature and deliver it to the appropriate designated government official or its designee.
 - D. RMTS Program Development: Assist the District MAA Coordinator with RMTS system requirements, District I.T. communications, and assist District MAA Coordinator with other RMTS system requirements as necessary.
 - E. Identification of RMTS participants: Present to management, in plain language, who is allowed to bill and for what. Identify the costs and benefits of each component, allowing management to make rational decisions.

- F. RMTS Time Survey Training: “Localize” and convert RMTS/DHCS language into school based terms.
- G. RMTS Invoice Preparation, Processing, Submission and Reconciliation: Assist LEA in providing these services.
- H. Quarterly Program Reports: Provide quarterly program reviews, or reviews at whatever intervals are useful to the LEA.

2. LEA agrees to assume the following responsibilities:

- A. Meetings: Meet with PRACTI-CAL representatives at reasonable intervals to implement and review program progress.
- B. Access Records: Make all necessary LEA records available for PRACTI-CAL to review at the LEA offices at intervals necessary for PRACTI-CAL to fulfill its responsibilities.
- C. Timely Execution of Claim Forms: Sign and return to PRACTI-CAL such MAA documents necessary to file claims within five days after receipt.
- D. Payment for Services: PRACTI-CAL fees shall be paid within 30 days after receipt.
- E. Student Data: Provide an electronic file of student data at least once during each calendar quarter.
- F. Financial Data: Provide financial data for claim preparation within 60 days of each quarter end based upon PRACTI-CAL requests.

TERMS and DURATION

This Agreement shall include the claim period starting July 1, 2014 and shall continue until the filing of the final MAA claim for the quarter ending June 30, 2015. The fee amount will be based upon actual hours performed by PRACTI-CAL at the following hourly rates and will be billed quarterly during the year.

| | |
|---------------|----------------|
| Director | \$175 per hour |
| Manager | 125 per hour |
| Support staff | 85 per hour |

The annual fee amount will not exceed \$10,000. This fee amount is subject to reimbursement in accordance with program guidelines. This agreement will automatically renew for subsequent one year periods unless either party submits a notification of termination within 60 days of the renewal period.

OTHER PROVISIONS

1. Typewritten and handwritten provisions inserted into this Agreement shall control all printed provisions in conflict therewith, provided that such changes are initialed by both parties.
2. No agreement or representation, unless reduced to writing and signed by both parties, shall be binding on either party.
3. The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators and successors of the parties hereto.
4. This agreement may only be amended or modified in writing executed by both parties. No oral waivers or extensions shall be binding on the parties.
5. This agreement shall be construed in accordance with the laws of the State of California.
6. Any notice to be given to either party shall be in writing and shall be sent by certified or registered USPS mail, Federal Express overnight service, United Parcel Service overnight service, or hand delivered to the address of the party.

Notices shall be sent:

If to LEA:

If to PRACTI-CAL:

c/o CSBA's Practi-Cal
PRACTI-CAL, Inc.
P.O. Box 4408
El Dorado Hills, CA 95762

This subparagraph may be amended unilaterally by either party by serving notice on the other party as described in this subparagraph.

7. Time is of the essence in this Agreement.
8. LEA understands and agrees that all forms, related instructional materials, and processes developed by PRACTI-CAL or its agents, shall remain the exclusive property of PRACTI-CAL or its agents and cannot be used without PRACTI-CAL'S or agent's express written permission. PRACTI-CAL or its agents shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent all forms, related instructional materials, and processes developed under this Agreement.

9. LEA and PRACTI-CAL shall maintain confidentiality of their respective records and information, governing the confidentiality of client student information for Medi-Cal clients served under this Agreement. Applicable laws include, but are not limited to the California Welfare and Institutions Code, California Code of Regulations and all applicable federal and/or state laws and regulations as each may now exist or be hereafter amended. The confidentiality obligations contained in this section shall survive termination of this Agreement.

10. LEA understands and agrees to take all reasonable steps to avoid unauthorized disclosure of PRACTI-CAL'S/agents' proprietary data. For purposes of this Agreement defined as data file specifications, related instructions, management reports, training materials, plans, processes, or other information relating to the performance of PRACTI-CAL's/agents' services hereunder, disclosed by PRACTI-CAL to LEA pursuant to this Agreement. LEA shall not during or after the term of this Agreement, permit the copying, duplication, or use of any PRACTI-CAL's proprietary data.

11. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remainder of this Agreement will be enforceable to the maximum extent allowed by law.

THUS EXECUTED by the parties on the date last written below.

For LEA:

 Printed Name

 Printed Title

 Date Signed

 Signature

For PRACTI-CAL:

Deborah S. Bickenbach
 Printed Name

Director
 Printed Title

 Date Signed

 Signature



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: October 2, 2014 for October 16, 2014 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on September 4, 2014, between Parent and the Fountain Valley School District, it was agreed to reimburse parents not to exceed Forty Eight Thousand Dollars (\$48,000.00) for collectively, “Compensatory Services”, which include tuition costs, speech and language services, tutoring services, behavioral services, occupational therapy services and attorney fees during the 2014-2015 and 2015-2016 regular school years. Any and all proof of payment documentation for the “Compensatory Services” shall be provided to the District on or before August 1, 2015 for the 2014-2015 school year and August 1, 2016 for the 2015-2016 school year.

RECOMMENDATION:

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



FOUNTAIN VALLEY SCHOOL DISTRICT

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

FOUNTAIN VALLEY SCHOOL DISTRICT SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Cara Robinson, Director, Support Services

SUBJECT: **TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT J
COMPETITIVE GRANT**

DATE: September 29, 2014 – for October 16, 2014 Board Meeting

BACKGROUND

The Tobacco-Use Prevention Education (TUPE) Program Cohort J Grant will provide funding at \$78,406.00 over a three year period to be used for the successful promotion and implementation of tobacco prevention, intervention, cessation, youth development and other services to students. The overarching goal of the project is to prevent students from beginning tobacco use and reduce the number of current tobacco users. The funding will allow for the implementation of the program at Fulton, Masuda and Talbert Middle Schools.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Contract for Tobacco-Use Prevention Education (TUPE) Cohort J Grant for July 1, 2014 through June 30, 2017 and authorize the Superintendent or designee to sign all documents.

sb

FOUNTAIN VALLEY SCHOOL DISTRICT
AGREEMENT FOR THE PROVISION OF TOBACCO PREVENTION SERVICES
TOBACCO-USE PREVENTION EDUCATION (TUPE) COHORT J COMPETITIVE GRANT
TOBACCO-USE PREVENTION EDUCATION (TUPE) PROGRAM

This AGREEMENT, entered into this 1st day of July, 2014, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter referred to as "DISTRICT".

WITNESSETH:

WHEREAS, SUPERINTENDENT has received grant funds from the California Department of Education, hereinafter referred to as "CDE", to serve as the lead of the Orange County TUPE Consortium, which is a partnership of seven (7) Orange County school districts, Orange County Department of Education ACCESS (Alternative Education Division), Fountain Valley School District, Huntington Beach City School District, Laguna Beach Unified School District, Ocean View School District, Saddleback Valley Unified School District, and Westminster School District, collectively serving 32,940 students from thirty-six (36) middle and high schools throughout Orange County to prevent Orange County students from beginning tobacco use and reducing the number of current tobacco users; and

WHEREAS, SUPERINTENDENT will serve as the Fiscal Agent for the State funds received under the Tobacco-Use Prevention Education

1 (TUPE) Cohort J Competitive grant program; and

2 WHEREAS, the Tobacco-Use Prevention Education (TUPE) Cohort J
3 Competitive grant program requires that SUPERINTENDENT allocate a
4 portion of the grant funds to school districts to provide tobacco
5 prevention services; and

6 WHEREAS, DISTRICT is specially trained, experienced and
7 competent to perform the services required, and is agreeable to the
8 rendering of such services according to the terms and conditions
9 hereinafter set forth.

10 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

11 1.0 TERM. The term of this AGREEMENT shall commence on July 1,
12 2014 and terminate on June 30, 2017, subject to earlier termination
13 as set forth in this AGREEMENT, provided, however, DISTRICT shall be
14 obligated to perform such duties as would normally extend beyond
15 this term including, but not limited to, obligations with respect to
16 indemnification, audits, reporting, and accounting.

17 2.0 SERVICES TO BE PROVIDED. SUPERINTENDENT hereby engages
18 DISTRICT as an independent contractor to perform the following
19 described work and DISTRICT hereby agrees to perform said work upon
20 the terms and conditions hereinafter set forth. Specifically,
21 DISTRICT and DISTRICT'S participating schools shall perform the
22 services and activities described in Exhibit "A", which is attached
23 hereto and incorporated herein by this reference for the duration of
24 this AGREEMENT.

25 3.0 COMPENSATION.

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum

1 obligation of Seventy-eight thousand four hundred six dollars
2 (\$78,406.00).

3 B. Payment shall be made for services and/or activities
4 satisfactorily provided and approval of SUPERINTENDENT or his
5 designee, and receipt of an itemized invoice from DISTRICT in
6 duplicate. All billings to SUPERINTENDENT shall be supported at
7 DISTRICT'S facility, by source documentation including, but not
8 limited to, ledgers, journals, time sheets, invoices, bank
9 statements, cancelled checks, receipts, receiving records, and
10 records of services provided.

11 4.0 PAYMENTS.

12 A. SUPERINTENDENT shall pay DISTRICT for the actual costs of
13 providing the services and activities hereunder; provided, however,
14 the total of such payments does not exceed DISTRICT'S maximum
15 obligation; and provided further, DISTRICT'S costs are reimbursable
16 pursuant to County, State, and Federal Regulations.

17 B. DISTRICT'S billings shall be on a form, "Budget and
18 Expenditure Reimbursement Form," which is attached hereto as Exhibit
19 "B" and incorporated herein by this reference for the duration of
20 this AGREEMENT, that has been approved or supplied by SUPERINTENDENT
21 and provide such information as is required by SUPERINTENDENT.
22 DISTRICT shall submit an original Budget and Expenditure
23 Reimbursement Form and an itemized invoice before or no later than
24 the following dates: October 10, 2014, January 10, 2015, April 10,
25 2015, July 10, 2015, October 10, 2015, January 10, 2016, April 10,
2016, July 10, 2016, October 10, 2016, January 10, 2017, April 10,

1 2017 and July 10, 2017. Payments to DISTRICT should be released by
2 SUPERINTENDENT no later than thirty (30) calendar days after receipt
3 of the correctly completed billing form.

4 C. All billings to SUPERINTENDENT shall be supported by
5 DISTRICT, by source documentation including, but not limited to,
6 ledgers, journals, time sheets, invoices, bank statements, canceled
7 checks, receipts, receiving records, and records of services
8 provided.

9 D. SUPERINTENDENT may withhold or delay any payment if
10 DISTRICT fails to comply with any provision set forth in this
11 AGREEMENT.

12 E. DISTRICT shall not claim reimbursement for services
13 provided beyond the expiration and/or termination of this AGREEMENT,
14 except as may otherwise be provided under this AGREEMENT.

15 F. DISTRICT shall receive no compensation for the services
16 provided pursuant to this AGREEMENT other than the rate set forth
17 above.

18 G. The obligation of SUPERINTENDENT under this AGREEMENT is
19 contingent upon the availability of funds furnished by State of
20 California. In the event that such funding is terminated or
21 reduced, this AGREEMENT may be terminated. SUPERINTENDENT shall
22 give DISTRICT written notification of such termination. Notice
23 shall be deemed served on the date of mailing.

24 5.0 BUDGET.

25 A. SUPERINTENDENT shall pay DISTRICT in accordance with
Section 4.0 of this AGREEMENT according to the following budget

1 which is set forth for informational purposes only and may be
2 adjusted by mutual agreement, in writing of SUPERINTENDENT and
3 DISTRICT.

4 6.0 FINAL BILLINGS.

5 A. DISTRICT shall submit a final billing to SUPERINTENDENT for
6 the period ending June 30, 2015, no later than July 10, 2015.
7 DISTRICT shall submit a final billing to SUPERINTENDENT for the
8 period ending June 30, 2016, no later than July 10, 2016. DISTRICT
9 shall submit a final billing to SUPERINTENDENT for the period ending
10 June 30, 2017, no later than July 10, 2017. DISTRICT shall prepare
11 the final billing in accordance with requirements identified by
12 SUPERINTENDENT. Such report shall be prepared in accordance with
13 all applicable federal, state and county requirements and generally
14 accepted accounting principles. DISTRICT shall allocate direct and
15 indirect costs to and between programs, cost centers, services, and
16 funding sources in accordance with such requirements and consistent
17 with prudent business practice, which costs and allocations shall be
18 supported by source documentation maintained by DISTRICT, and
19 available at any time to SUPERINTENDENT upon reasonable notice.

20 1. If DISTRICT fails to submit an accurate and complete
21 billing within the time period specified above, SUPERINTENDENT may
22 withhold or delay any or all payments due DISTRICT.

23 B. The billings shall be the final financial and statistical
24 report submitted by DISTRICT to SUPERINTENDENT and shall serve as
25 the basis for final settlement to DISTRICT. DISTRICT shall document
that costs are reasonable and allowable and directly or indirectly

1 related to the services to be provided hereunder. The billing shall
2 be the final financial record for subsequent audits, if any.

3 C. DISTRICT may be required to submit periodic billing reports
4 throughout the term of the AGREEMENT.

5 D. Final settlement shall be based upon the actual and
6 reimbursable costs for services hereunder, less applicable revenues,
7 not to exceed DISTRICT'S maximum obligation as set forth in this
8 AGREEMENT. DISTRICT shall not claim expenditures to SUPERINTENDENT
9 which are not reimbursable pursuant to applicable Federal, State,
10 and County laws, regulations, and requirements. Any payment made by
11 SUPERINTENDENT to DISTRICT, which is subsequently determined to have
12 been for an unreimbursable expenditure or service, shall be repaid
13 by DISTRICT to SUPERINTENDENT within thirty (30) calendar days
14 after submission of the billing; or SUPERINTENDENT may elect to
15 reduce any amount owed DISTRICT by an amount not to exceed the
16 reimbursement due SUPERINTENDENT.

17 7.0 REPORTS.

18 A. DISTRICT shall be required to submit to SUPERINTENDENT
19 fiscal and/or programmatic reports, as required by SUPERINTENDENT.

20 B. Additional Reports: Upon SUPERINTENDENT'S request,
21 DISTRICT shall make such additional reports available, as required
22 by SUPERINTENDENT concerning DISTRICT'S activities as they affect
23 the services hereunder. SUPERINTENDENT shall be specific to the
24 information requested and allow thirty (30) calendar days for
25 DISTRICT to respond.

1 8.0 RECORDS MANAGEMENT AND MAINTENANCE.

2 A. DISTRICT shall, throughout the term of this AGREEMENT,
3 prepare, maintain and manage records appropriate to the services
4 provided and in accordance with this AGREEMENT and all applicable
5 requirements.

6 B. DISTRICT shall ensure appropriate financial records
7 related to cost reporting, expenditure, revenue, billings, etc., are
8 prepared and maintained accurately and appropriately.

9 C. DISTRICT shall retain all financial records for a minimum
10 of five (5) years from the date of final payment or final
11 settlement, or until audit findings are resolved, or due to legal
12 proceedings such as litigations and/or settlement of claims
13 whichever is longer.

14 D. DISTRICT shall make records pertaining to the costs of
15 services, participant fees, charges, billings, and revenues
16 available at one (1) location within the limits of the County of
17 Orange.

18 E. If DISTRICT is unable to meet the record location criteria
19 above, SUPERINTENDENT may provide written approval to DISTRICT to
20 maintain records in a single location, identified by DISTRICT.

21 F. DISTRICT may be required to retain all records involving
22 litigation proceedings and settlement of claims for a longer term
23 which will be directed by the SUPERINTENDENT.

24 G. DISTRICT shall notify SUPERINTENDENT of any Public Record
25 Act (PRA) request within twenty-four (24) hours. DISTRICT shall
provide SUPERINTENDENT with all information that is requested by the

PRA request.

1
2 9.0 STATUS OF DISTRICT.

3 A. DISTRICT is, and shall at all times be deemed to be, an
4 independent contractor and shall be wholly responsible for the
5 manner in which it performs the services required of it by the terms
6 of this AGREEMENT.

7 B. DISTRICT warrants that it has all necessary licenses
8 required to perform the services required by the terms of this
9 AGREEMENT.

10 C. DISTRICT is entirely responsible for compensating staff,
11 subcontractors, and consultants employed by DISTRICT. This
12 AGREEMENT shall not be construed as creating the relationship of
13 employer and employee, or principal and agent between SUPERINTENDENT
14 and DISTRICT or any of DISTRICT'S employees, agents, consultants, or
15 subcontractors. DISTRICT understands and agrees that he/she and all
16 his/her employees shall not be considered officers, employees or
17 agents of SUPERINTENDENT, and are not entitled to benefits of any
18 kind or nature normally provided employees of SUPERINTENDENT and/or
19 to which SUPERINTENDENT'S employees are normally entitled,
20 including, but not limited to, State Unemployment Insurance or
21 Workers' Compensation. DISTRICT shall assume full responsibility for
22 payment of all federal, state and local taxes or contributions,
23 including unemployment insurance, social security and income taxes
24 with respect to DISTRICT's employees.

25 D. DISTRICT assumes exclusively the responsibility for the
acts of its employees, agents, consultants, or subcontractors as

1 they relate to the services to be provided during the course and
2 scope of their employment.

3 E. DISTRICT, its agents, employees, consultants, or
4 subcontractors, shall not be entitled to any rights or privileges of
5 SUPERINTENDENT'S employees and shall not be considered in any manner
6 to be SUPERINTENDENT'S employees.

7 10.0 INDEMNIFICATION.

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

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

11.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense,

1 and require all of its subcontractors, if any, to take out prior to
2 commencing the services and maintain in full force and effect from
3 the commencement of services until expiration of this AGREEMENT a
4 policy or policies of insurance covering DISTRICT'S and its
5 subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT
6 certificates of insurance evidencing all coverage's and endorsements
7 required hereunder. All insurance shall be with an insurance
8 company admitted by the Insurance Commissioner of the State of
9 California to transact such insurance in the State of California.

10 Minimum coverages shall be as follows:

11 A. Comprehensive General Liability Insurance in an amount not
12 less than One million dollars (\$1,000,000) per occurrence, combined
13 single limit;

14 B. Comprehensive Automobile liability insurance covering all
15 owned, non-owned and hired vehicles in an amount not less than One
16 million dollars (\$1,000,000) per occurrence;

17 C. Statutory Workers' Compensation Insurance;

18 D. An endorsement to said policy(ies) naming the Orange County
19 Superintendent of Schools, the Orange County Board of Education, and
20 its officers, agents and employees as an additional insured while
21 rendering services under this AGREEMENT;

22 E. A thirty (30) day written notice to SUPERINTENDENT of
23 cancellation or reduction in coverage;

24 F. If the DISTRICT is either partially or fully self-insured
25 for its liability exposures, DISTRICT must notify SUPERINTENDENT in
writing and provide SUPERINTENDENT with a statement signed by an

1 authorized representative of DISTRICT stating that DISTRICT agrees
2 to hold harmless, defend, and indemnify the Orange County
3 Superintendent of Schools, the Orange County Board of Education, and
4 their officers, employees and agents as if the insurance
5 requirements in the above paragraphs are in full force and effect.

6 12.0 CONFIDENTIALITY.

7 A. DISTRICT shall agree to maintain the confidentiality of all
8 records, including billings and any audio and/or video recordings,
9 in accordance with all applicable Federal and State codes and
10 regulations, as they now exist or may hereafter be amended or
11 changed.

12 B. Prior to providing any services pursuant to this AGREEMENT,
13 DISTRICT, its Board members, its designee or authorized agent,
14 employees, consultants, subcontractors, volunteers and interns shall
15 agree, in writing, with DISTRICT to maintain the confidentiality of
16 any and all information and records which may be obtained in the
17 course of providing such services. The agreement shall specify that
18 it is effective irrespective of all subsequent resignations or
19 terminations of DISTRICT, its Board members, its designee or
20 authorized agent, employees, consultants, subcontractors, volunteers
21 and interns.

22 13.0 CONFLICT OF INTEREST.

23 A. DISTRICT, while providing services under this AGREEMENT,
24 shall not refer clients or accept client referrals to his or her
25 private practice or services.

B. The parties hereto acknowledge that DISTRICT may be

1 affiliated with one or more organizations or professional practices
2 located in Orange County. DISTRICT therefore warrants that he/she
3 shall not violate any applicable law, rule or regulation of any
4 governmental entity relating to conflict of interest. DISTRICT
5 shall not knowingly undertake any act which unjustifiably results in
6 any relative benefit to any organization or professional practice
7 with which he/she is affiliated as a direct or indirect result,
8 whether economic or otherwise in nature, of the performance of
9 duties and obligations required by this AGREEMENT, when compared to
10 the result such act has on any other organization or professional
11 practice.

12 14.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it
13 shall fully comply with all federal and state statutes and
14 regulations regarding the employment of aliens and others and to
15 ensure that employees, sub-subcontractors and consultants performing
16 work under this AGREEMENT meet the citizenship or alien status
17 requirement set forth in federal statutes and regulations.
18 SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors
19 and consultants performing work hereunder, all verification and
20 other documentation of employment eligibility status required by
21 federal or state statutes and regulations including, but not limited
22 to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324
23 et seq., as they currently exist and as they may be hereafter
24 amended. DISTRICT shall retain all such documentation for all
25 covered employees, sub-subcontractors and consultants for the period
prescribed by the law.

1 15.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its
2 obligations hereunder, either in whole or in part, without the prior
3 written consent of SUPERINTENDENT.

4 16.0 INSPECTIONS AND AUDITS.

5 A. SUPERINTENDENT and any authorized representative of the
6 State of California or any other of their authorized
7 representatives, shall have access to any books, documents, and
8 records, including but not limited to, medical and client records of
9 DISTRICT that are directly pertinent to this AGREEMENT, for the
10 purpose of responding to a beneficiary complaint or conducting an
11 audit, review, evaluation, or examination, or making transcripts
12 during the periods of retention set forth in the Records Management
13 and Maintenance paragraph of this AGREEMENT. Such persons may at
14 all reasonable times inspect or otherwise evaluate the services
15 provided pursuant to this AGREEMENT, and the premises in which they
16 are provided.

17 B. DISTRICT shall actively participate and cooperate with any
18 person specified in subparagraph A above in any evaluation or
19 monitoring of the services provided pursuant to this AGREEMENT and
20 shall provide the above-mentioned persons adequate office space to
21 conduct such evaluation or monitoring.

22 C. AUDIT RESPONSE

23 1. Following an audit report, in the event of non-
24 compliance with applicable laws and regulations governing funds
25 provided through this AGREEMENT, SUPERINTENDENT may terminate this
AGREEMENT as provided for in the Termination paragraph or direct

1 DISTRICT to immediately implement appropriate corrective action. A
2 plan of corrective action shall be submitted to SUPERINTENDENT and
3 SUPERINTENDENT'S designated Project Manager in writing within thirty
4 (30) calendar days after receiving notice from SUPERINTENDENT.

5 2. If the audit reveals that money is payable from one
6 party to the other, that is, reimbursement by DISTRICT to
7 SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to
8 DISTRICT, said funds shall be due and payable from one party to the
9 other within sixty (60) calendar days of receipt of the audit
10 results. If reimbursement is due from DISTRICT to SUPERINTENDENT,
11 and such reimbursement is not received within said sixty (60)
12 calendar days, SUPERINTENDENT may, in addition to any other remedies
13 provided by law, reduce any amount owed DISTRICT by an amount not to
14 exceed the reimbursement due SUPERINTENDENT.

15 D. DISTRICT shall forward to SUPERINTENDENT a copy of any
16 audit report within fourteen (14) calendar days of receipt. Such
17 audit shall include, but not be limited to, management, financial,
18 programmatic or any other type of audit of DISTRICT'S operations,
19 whether or not the cost of such operation or audit is reimbursed in
20 whole or in part through this AGREEMENT.

21 17.0 LICENSES AND LAW.

22 A. DISTRICT shall, throughout the term of this AGREEMENT,
23 maintain all necessary licenses, permits, approvals, certificates,
24 waivers, and exemptions necessary for the provision of the services
25 hereunder and required by the laws and regulations of the United
States, State of California, COUNTY, and any other applicable

1 governmental agencies. DISTRICT shall notify SUPERINTENDENT
2 immediately and in writing of its inability to obtain or maintain,
3 irrespective of the pendency of an appeal, permits, licenses,
4 approvals, certificates, waivers, and exemptions. Said inability
5 shall be cause for termination of this AGREEMENT.

6 B. DISTRICT shall comply with all laws, rules or regulations
7 applicable to the services provided hereunder, as any may now exist
8 or be hereafter amended or changed.

9 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10 1. DISTRICT agrees to furnish to SUPERINTENDENT within
11 thirty (30) calendar days of the award of this AGREEMENT:

12 a. In the case of an individual contractor, his/her
13 name, date of birth, social security number, and residence address;

14 b. In the case of a contractor doing business in a form
15 other than as an individual, the name, date of birth, social
16 security number, and residence address of each individual who owns
17 an interest of ten percent (10%) or more in the contracting entity;

18 c. A certification that DISTRICT has fully complied
19 with all applicable federal and state reporting requirements
20 regarding its employees;

21 d. A certification that DISTRICT has fully complied
22 with all lawfully served Wage and Earnings Assignment Orders and
23 Notices of Assignment, and will continue to so comply.

24 2. Failure of DISTRICT to timely submit the data and/or
25 certifications required by subparagraphs 1.a., 1.b., 1.c., or 1.d.
above, or to comply with all federal and state employee reporting

1 requirements for child support enforcement, or to comply with all
2 lawfully served Wage and Earnings Assignment Orders and Notices of
3 Assignment, shall constitute a material breach of this AGREEMENT;
4 and failure to cure such breach within sixty (60) calendar days of
5 notice from SUPERINTENDENT shall constitute grounds for termination
6 of this AGREEMENT.

7 3. It is expressly understood that this data will be
8 transmitted to governmental agencies charged with the establishment
9 and enforcement of child support orders, or as permitted by federal
10 and/or state statute.

11 18.0 NONDISCRIMINATION.

12 A. EMPLOYMENT

13 1. During the performance of this AGREEMENT, DISTRICT
14 shall not unlawfully discriminate against any employee or applicant
15 for employment because of his/her ethnic group identification, race,
16 religion, ancestry, color, creed, sex, marital status, national
17 origin, age (40 and over), sexual orientation, medical condition, or
18 physical or mental disability. DISTRICT shall warrant that the
19 evaluation and treatment of employees and applicants for employment
20 are free from discrimination in the areas of employment, promotion,
21 demotion or transfer; recruitment or recruitment advertising; layoff
22 or termination; rate of pay or other forms of compensation; and
23 selection for training, including apprenticeship. There shall be
24 posted in conspicuous places, available to employees and applicants
25 for employment, notices from SUPERINTENDENT and/or the United States
Equal Employment Opportunity Commission setting forth the provisions

of the Equal Opportunity clause.

1
2 2. All solicitations or advertisements for employees
3 placed by or on behalf of DISTRICT shall state that all qualified
4 applicants will receive consideration for employment without regard
5 to ethnic group identification, race, religion, ancestry, color,
6 creed, sex, marital status, national origin, age (40 and over),
7 sexual orientation, medical condition, or physical or mental
8 disability. Such requirement shall be deemed fulfilled by use of
9 the phrase "an equal opportunity employer."

10 3. Each labor union or representative of workers with
11 which DISTRICT has a collective bargaining agreement or other
12 contract or understanding must post a notice advising the labor
13 union or workers' representative of the commitments under this
14 Nondiscrimination paragraph and shall post copies of the notice in
15 conspicuous places available to employees and applicants for
16 employment.

17 B. SERVICES, BENEFITS, AND FACILITIES - DISTRICT shall not
18 discriminate in the provision of services, the allocation of
19 benefits, or in the accommodation in facilities on the basis of
20 ethnic group identification, race, religion, ancestry, color, creed,
21 sex, marital status, national origin, age (40 and over), sexual
22 orientation, medical condition, or physical or mental disability in
23 accordance with Title IX of the Education Amendments of 1972; Title
24 VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age
25 Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,
Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California

1 Code of Regulations, and all other pertinent rules and regulations
2 promulgated pursuant thereto, and as otherwise provided by state law
3 and regulations, as all may now exist or be hereafter amended or
4 changed.

5 1. For the purpose of this subparagraph B.,
6 "discrimination" includes, but is not limited to the following based
7 on one or more of the factors identified above:

8 a. Denying a client or potential client any service,
9 benefit, or accommodation.

10 b. Providing any service or benefit to a client which
11 is different or is provided in a different manner or at a different
12 time from that provided to other clients.

13 c. Restricting a client in any way in the enjoyment of
14 any advantage or privilege enjoyed by others receiving any service
15 or benefit.

16 d. Treating a client differently from others in
17 satisfying any admission requirement or condition, or eligibility
18 requirement or condition, which individuals must meet in order to be
19 provided any service or benefit.

20 e. Assignment of times or places for the provision of
21 services.

22 2. Complaint Process - DISTRICT shall establish procedures
23 for advising all clients through a written statement that DISTRICT'S
24 clients may file all complaints alleging discrimination in the
25 delivery of services with DISTRICT and SUPERINTENDENT. DISTRICT'S
statement shall advise clients of the following:

1 a. Whenever possible, problems shall be resolved
2 informally and at the point of service. DISTRICT shall establish an
3 internal informal problem resolution process for clients not able to
4 resolve such problems at the point of service. Clients may initiate
5 a grievance or complaint directly with DISTRICT either orally or in
6 writing.

7 1) DISTRICT shall establish a formal resolution and
8 grievance process in the event informal processes do not yield a
9 resolution.

10 2) Throughout the problem resolution and grievance
11 process, client rights shall be maintained at any point in the
12 process.

13 C. PERSONS WITH DISABILITIES - DISTRICT agrees to comply with
14 the provisions of Section 504 of the Rehabilitation Act of 1973 (29
15 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
16 the Americans with Disabilities Act of 1990
17 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition of
18 discrimination against qualified persons with disabilities in all
19 programs or activities, as they exist now or may be hereafter
20 amended together with succeeding legislation.

21 D. RETALIATION - Neither DISTRICT, nor its employees or
22 agents shall intimidate, coerce or take adverse action against any
23 person for the purpose of interfering with rights secured by federal
24 or state laws, or because such person has filed a complaint,
25 certified, assisted or otherwise participated in an investigation,
proceeding, hearing or any other activity undertaken to enforce

rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this AGREEMENT may be canceled, terminated or suspended in whole or in part and DISTRICT may be declared ineligible for further contracts involving federal, state or county funds.

19.0 NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

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

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

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

21.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and shall be subject to SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that

1 are now or may in the future become applicable to DISTRICT,
2 DISTRICT's business, equipment and personnel engaged in operations
3 covered by this AGREEMENT or occurring out of the performance of such
4 operations.

5 22.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek
6 redress for violation of, or to insist upon, the strict performance
7 of any term or condition of this AGREEMENT shall not be deemed a
8 waiver by that party of such term or condition, or prevent a
9 subsequent similar act from again constituting a violation of such
10 term or condition.

11 23.0 TERMINATION.

12 A. Either party may terminate this AGREEMENT, without cause,
13 upon thirty (30) calendar days' written notice (Notice of
14 Termination) given the other party.

15 B. Unless otherwise specified in this AGREEMENT,
16 SUPERINTENDENT may terminate this AGREEMENT upon five (5) calendar
17 days written notice if DISTRICT fails to perform any of the terms of
18 this AGREEMENT. At SUPERINTENDENT'S sole discretion, DISTRICT may
19 be allowed up to thirty (30) calendar days for corrective action.

20 C. SUPERINTENDENT may terminate this AGREEMENT immediately,
21 upon written notice, on the occurrence of any of the following
22 events:

- 23 1. The loss by DISTRICT of legal capacity.
- 24 2. Cessation of services.
- 25 3. The delegation or assignment of DISTRICT'S services,
operation or administration to another entity without the prior

1 written consent of SUPERINTENDENT.

2 4. In the event DISTRICT should fail to perform the
3 covenants contained in this AGREEMENT in the time and manner
4 specified, SUPERINTENDENT may immediately terminate this AGREEMENT
5 and is not obligated to pay any amounts billed for services by
6 DISTRICT to SUPERINTENDENT that have not been performed in the time
7 and manner specified.

8 D. After receipt of the Notice of Termination, DISTRICT shall
9 cancel all outstanding commitments covering the procurement of
10 materials, supplies, equipment, and miscellaneous items.

11 24.0 SEVERABILITY. If any term, condition or provision of this
12 AGREEMENT or application thereof to any person or circumstances is
13 held by a court of competent jurisdiction to be invalid, void, or
14 unenforceable, or if any provision of this AGREEMENT contravenes any
15 federal, state or county statute, ordinance, or regulation, the
16 remaining provisions of this AGREEMENT or application thereof will
17 nevertheless continue in full force and effect, and shall not be
18 affected, impaired or invalidated in any way.

19 25.0 ALTERATION OF TERMS. This AGREEMENT, together with any
20 Exhibits attached hereto and incorporated herein by reference, fully
21 expresses all understanding of SUPERINTENDENT and DISTRICT with
22 respect to the subject matter of this AGREEMENT, and shall
23 constitute the total AGREEMENT between the parties for these
24 purposes. No addition to, or alteration of, the terms of this
25 AGREEMENT, whether written or verbal, shall be valid unless made in
writing and formally executed and approved by SUPERINTENDENT and

DISTRICT.

26.0 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.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT, in the County of Orange, State of California.

DISTRICT: FOUNTAIN VALLEY SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS

BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

PRINTED NAME: _____

PRINTED NAME: Patricia McCaughey

TITLE: _____

TITLE: Coordinator

DATE: _____

DATE: September 9, 2014

FVSD-TUPE (41040) 2014-2017
ZIP4

FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

DFS/14-15 - 83

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Child Development Checking Account**
DATE: October 7, 2014

BACKGROUND

Currently the District has three checking accounts with Bank of America, a clearing account, a revolving cash account and Food Service account. Due to recent changes in the Bank of America's fee structure it has become necessary for the District to open a fourth checking account dedicated to Child Development transactions. Adding this account will mitigate "excess transaction fees". A number of alternative actions were considered by the Business Services department including changing financial institutions. After much research, it appears to be the best possible option for the District at this time is to add the additional account with Bank of America.

Signers for the proposed account are listed below.

- Christine Fullerton, Assistant Superintendent of Business Services
- Mona Green, Director Child Development and Recreation Programs
- Scott R. Martin, Director Fiscal Services

In addition to the above listed signers upon joining the District, the new Superintendent will be added to this account as a signer.

RECOMMENDATION

It is recommended that the Board of Trustees approve the addition of a fourth District checking account with Bank of America. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents.

cl

srm83



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES
WITH KATHY BUMGARDNER***
DATE: October 7, 2014

BACKGROUND INFORMATION:

In support of effective implementation of small group, differentiated instruction and the successful development of 21st century college and career ready students, teachers at Cox, Oka, and Plavan will receive professional development in meaningful and intentional small group instructional practices, gradual release of responsibility, and student collaboration. Training will be held over a three-day period with teachers attending in grade span groups (K-1, 2-3, and 4-5) and will include both workshop time as well as classroom demonstrations and modeling.

Professional development services will be provided by Kathy Bumgardner, a national educational consultant and author who specializes in literacy development, assessment, and instruction.

All expenses associated with the training will be covered with Title I funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract for professional development services with Kathy Bumgardner.

Professional Services Proposal/ CONTRACT

National Literacy Consultant / Author
Instructional Improvement Coach / Specialist
Kathy R. Bumgardner
 STRATEGIES UNLIMITED, Inc
 2456 Kinmere Drive
 Gastonia, NC 28056
 Phone: 704-616-3740

DATE: September 20, 2014

FOR:
December 8,9,10- 2014

Note: Check made payable to **Kathy R. Bumgardner**

Client:

Anne Silavs
 Fountain Valley School District
 10055 Slater Avenue
 Fountain Valley, CA 92708

 Tel: 714-843-3285
 Fax: 714-843-2690

For:

Professional development –Best Instructional Classroom Practices for College/Career Ready

 School / Grade Level PD / Planning Sessions
 Model Lessons- Literacy Best Practice- Collaborative Conversation, Close Reading, Gradual Release of Responsibility, Meaningful and Intentional Small Group Instruction

| DESCRIPTION | Days | RATE | AMOUNT |
|--|---------|------------|----------------|
| <p>Sessions to be conducted as requested in school district and in individual school sites Working directly with teachers in classrooms with modeling, coaching and follow up collaborative discussions and planning for successful literacy practices for raising student achievement and preparing students for 21st Century College/Career Ready</p> <p>To be invoiced and paid after completion of professional development: *December 8,9,10</p> <p>Total \$7,500 will include professional services and all travel / lodging expenses</p> | 3 total | \$2,500.00 | \$7,500 |
| TOTAL DUE: | | | \$7,500 |

Thanks!! KB

Curriculum Vita
Kathy Bumgardner, M.Ed.

2456 Kinmere Drive
Gastonia, North Carolina

WORK (704) 616-3740 HOME (704) 691-2382 FAX (704) 691-2382
E-MAIL kbumreading@yahoo.com WEBPAGE www.kbumreading.com

EDUCATION AND DEGREES

- M.Ed. CURRICULUM and INSTRUCTION 1990
Curriculum Development, Research and Best Practices University of North Carolina-Charlotte
- M.A. READING EDUCATION 1985
Literacy development, assessment, and instruction University of North Carolina- Charlotte
- B.A. English *with honors* 1976
Add-on Certification Elementary Education Western Carolina University
University of North Carolina-Charlotte

PROFESSIONAL EXPERIENCE

- 2004 - present Founder; CEO- President- Lead Consultant / Specialist
Strategies Unlimited, Inc. – Gastonia, North Carolina
National Educational Consulting- Districts, Schools, Classrooms
- 2004 - present Literacy Program Consultant- National Speaker- Consulting Author
Featured Presenter / PD Classroom Literacy Video Series
McGraw Hill Education – New York, NY
- 2002-2004 Reading Program Contract Consultant- Per Diem
Scott Foresman- Pearson
- 1999- 2005 Language Arts District Supervisor K-5 / 6-8
Gaston County Schools- Gastonia, NC
- 1994-1999 Balanced Literacy Coach- Feeder Area Lead Teacher- Title 1
Gaston County Schools- Gastonia, NC
- 1977 - 1994 Classroom Teacher – Various Grade Levels K-5
Gaston County Schools – Gastonia, NC
- 1976-1977 Middle School Language Arts/ Science Teacher- 6-8
Charlotte Mecklenburg Schools- Charlotte, NC

PROFESSIONAL CURRICULUM & PUBLICATIONS

- *Ball, G., Bumgardner, K, Dula, K., Ware, B. (2004). *Great Grammar Adventure*. North Carolina Department of Public Instruction- Raleigh, North Carolina
- *Bumgardner, K., Dineen, V., Rose, Mary R., Ware, B. (2003). *English Language Arts, Grades 3-5 Teacher Handbook*. North Carolina Department of Public Instruction- Raleigh, North Carolina
- *Bumgardner, K., Rose, Mary R., Sykes, C. (2002). *English Language Arts in the Primary Grades: K-2 Teacher Handbook*. North Carolina Department of Public Instruction, Raleigh, North Carolina
- *Allen, P., Bumgardner, K., Rose, Mary R., Ware, B., *NC State Fourth Grade Writing Notebook and Training Guide*. (2001) North Carolina Department of Public Instruction, Raleigh, North Carolina
- *Consulting Author, *Wonders and Wonders Works* (2012), *Treasures and Triumphs* (2006; 2007), McGraw-Hill Publishers: New York, NY
- *Consultant – Author- *Balanced Literacy Teachers Edition: Balanced Literacy Routines/Lessons, Good Reader Strategies, Literacy Circles, Literacy Tool Kit , Etc, Treasures (2006; 2007)*, McGraw-Hill Publishers; New York, NY, McGraw-Hill Publishers: New York, NY
- *Consultant – *Treasures Interactive Read Aloud Anthology- Grades K-6- Think Aloud Clouds* (2006;2007)

WEBINARS CONDUCTED

- **Empowering and Sustaining Student Achievement Through Balanced Literacy* (2013)
- * *Literacy Tool Kits for Engaging Learners* (2012)
- *Balanced Literacy Webinar Mini-Series: *South Carolina Treasures: Think Clouds for Real Thinking; Think Marks for Sustaining Comprehension in Fiction and Nonfiction, Summary Tools for Successful Comprehension, Author's Purpose Pie for Purposeful Reading* (2012)
- * *Real Thinking and Reading with Think Clouds- Interactive Comprehension* (2011)
- * *A Balanced Framework for ELA - NC Schools- Grades 3-5 - NCDPI* (2004)
- * *A Balanced Framework for ELA - NC Schools- Grades K-2 - NCDPI* (2004)
- * *The Great Grammar Adventure – Writing Lessons with Best Practice- NCDPI* (2004)
- * *Fourth Grade Writing Test for Success – Lessons and Instructional Tips* NCDPI (2001)

VIDEOS / Professional Development

- * Balanced Literacy Reading Wonders Online Course ©2014 / Classroom Video Series
- * Bumgardner, K., *Best Practices in Guided Reading (Treasures)* - McGraw-Hill: New York, NY (2012)
J.Bicknell
- * Bumgardner, K., *CCSS Toolkit: Text Evidence in the Classroom* - McGraw-Hill: New York, NY (2012)
J.Bicknell
- * Bumgardner, K., *CCSS Toolkit: Collaborative Conversations for Comprehension* - McGraw-Hill: New York, NY (2012) J.Bicknell
- * Bumgardner, K., *Close Reading (Treasures)* - McGraw-Hill: New York, NY (2012)
- * Bumgardner, K., *CCSS: Analytic Writing (Treasures)* - McGraw-Hill: New York, NY (2012)
- * Bumgardner, K. *Think Clouds and the Interactive Read Aloud* - McGraw-Hill: New York, NY (2007)
- * Bumgardner, K., *Writing Across the Curriculum* - McGraw-Hill: New York, NY (2007)

PRESENTATIONS TOPICS – Sample Session Titles / Topics

- *Keys to Comprehension- Think Clouds and the Reading Strategies- K-5*
- * *Best Instructional Practices in Balanced Classroom Management*
- * *Make it- Take it With Literacy Tools for Success!!*
- * *Literacy Tool Kits: Engaging Our Students for Sustaining Their Comprehension*
- * *Comprehension Can Do- Best Practices for Preparing Students to Be College and Career Ready*
- * *Common Core Can Do! Classroom Best Practices for Success*
- * *Reading Workshop- Balancing Out the Literacy Block for Success- K-2; 3-5; 6-8*
- * *Differentiation and the CCSS- How does that work in my classroom? K-2; 3-5; 6-8*
- * *Literacy Tool Kits and Engaging Students for Deeper Comprehension*
- * *Writing Workshop for Success- What does Instruction Look Like for College and Career Ready?*
- * *Literacy Centers and Work Stations- What ARE Those Other Kids Doing?*
- * *Guided Reading for Success- K-2 and 3-5*
- * *Collaboration Tools for Sustaining and Intentional Best Practice*
- * *Independent Reading and Responding- Sustaining Comprehension and Stamina*
- * *Writing for Success in the CCSS Classroom- Preparing ALL Students for 21st Century*

* Writing Across The Content- Reading Responses and Research in a Real World Classroom

CONFERENCE PRESENTATIONS: (SAMPLING)

- * North Carolina Reading Association Conference (2006-2014)
- * South Carolina State Reading Conference (2010-2014)
- * Virginia State Reading Conference (2014)
- * Michigan State Reading Conference (2014)

- * Florida State Reading Association Conference (2011-2013)
- * Nebraska State Reading Conference (2014)
- * Texas State Reading Conference (2014)
- * IRA Conferences- McGraw Hill PD- (2007-2014)

- * Iowa State Reading Association Conference (2010)
- * Southern Maryland Reading Conference (SOMIRAC) (2010-2014)
- * National CAST Science Conference (2012-2013)

- * North Carolina Elementary Conference NCAEE (2004-2014)
- * Tennessee State Reading Conference (2014)
- * Dade Reading Council (2012-2013)
- * Maryland Reading Councils (various) (2009-2013)

- * ASCD Conference- Anaheim, Calif. (2007); San Antonio, TX (2010)
- * Tennessee State Reading Conference (2014)
- * Dade Reading Council (2012-2013)
- * Maryland Reading Councils (various) (2009-2013)

- *LAUSD Author Symposium- Los Angeles, Calif. (2014)

PROFESSIONAL DEVELOPMENT AND CONSULTING CLIENTS: (SAMPLE)

DISTRICTS:

- St Mary's County Public Schools- Maryland
- Anne Arundel County Public Schools- Maryland
- Charles County Public Schools- Maryland

- Nash Rocky Mount Schools- North Carolina

- Mitchell County Schools- North Carolina

- Bladen County Schools- North Carolina

- Pickens County Schools – South Carolina

- Worcester County Schools- Maryland

- Polk County Schools- Florida

INDIVIDUAL SCHOOLS: (2013-14 School Year- partial list)

- | | |
|--------------------------------|-----------------------------|
| North Harnett Primary- NC | Smyrna Primary School- Tenn |
| Harnett Primary- NC | Mt Hope Elementary - MD |
| Newlin Elementary- NC | Dr. Mudd Elementary- MD |
| Banoak Elementary- NC | Green Holly Elementary-MD |
| Park Elementary – MD | Woodholme Elementary-MD |
| Georgetown East Elementary- MD | Oak Grove Elementary- Tenn |

Park Hall Elementary- MD
G W Carver Elementary- MD
Lexington Park- MD

Van Bolken Elementary- MD
Toledo Blade Elementary- FLA
Bowling Green- FLA

PROFESSIONAL MEMBERSHIPS

Association for Supervision and Curriculum Development (ASCD)
International Reading Association (IRA)
North Carolina Association of Elementary Educators (NCAEE)
National Association for the Education of Young Children (NAEYC)
National Council of Teachers of English (NCTE)

REFERENCES

Kelly Murray Hall
Executive Director of Elementary Schools and Title 1
23160 Moakley Street
Leonardtown, MD 20650
(310) 475-5511
kmhall@smcps.org

Dr. Larry Conte
Principal- Newlin Elementary School- Alamance Burlington Schools
316 Carden Street
Burlington, NC 27215-7305
(336) 570-6125
lawrence_cont@abss.k12.nc.us

Dr. Misty Hathcock
Teaching Fellows Director / Clinical Associate Professor
Teacher Education Learning Community Coordinator
First 3 Beginning Teacher Support Program Coordinator
UNC Charlotte / 131 College of Education
9201 University City Blvd. / Charlotte, NC 28223
(704) 687-8827
mchathco@uncc.edu

Meighan Hungerford
Director of Elementary Instruction
Charles County Public Schools
PO Box 2770
La Plata, Maryland 20646
mhungerford@ccboe.com

Dr. Karen Sumner
Elementary / PD Coordinator
WRESA
PO Box 1708
Enka, NC 28728

(828) 418-0011
ksumner@wresa.org



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: *GRANT AGREEMENT #NEDA1531327 BY AND BETWEEN THE ORANGE COUNTY COMMUNITY FOUNDATION AND THE FOUNTAIN VALLEY SCHOOL DISTRICT FOR VISUAL AND PERFORMING ARTS PROGRAM (VAPA) COORDINATION*
DATE: October 7, 2014

BACKGROUND INFORMATION:

The goal of the Orange County Arts Education Collaborative Fund, which is sponsored by the Orange County Community Foundation (OCCF), is to ensure that all Orange County students have access to a quality arts education program.

As a result of District participation in the Arts Advantage Program through the Orange County Department of Education and revision of the District's Strategic Arts Education Plan last May, Fountain Valley School District was eligible to submit a grant proposal for continued arts funding for the 2014-2015 school year. The District's grant application focused on continued support for Visual and Performing Arts Program (VAPA) coordination. As a result of this submission, Fountain Valley School District has been awarded a grant in the amount of \$7,500 for the coming school year.

RECOMMENDATION

It is recommended that the Board of Trustees approve grant agreement number NEDA1531327 between the Orange County Community Foundation and the Fountain Valley School District.

Orange County Community Foundation phone 949.553.4202
4041 MacArthur Blvd., Suite 510 facsimile 949.553.4211
Newport Beach, CA 92660 website www.oc-cf.org

GRANT AGREEMENT

NUMBER: NEDA1531327

The grant to Fountain Valley School District (hereafter referred to as "grantee") from the **Orange County Arts Education Collaborative Fund** grant program of the Orange County Community Foundation (hereafter referred to as "OCCF") is for the explicit purpose described below and is subject to your acceptance of the following conditions.

GRANTEE: Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708

CONTACT: Anne Silavs

AMOUNT OF GRANT: \$7,500.00

GRANT PERIOD: **July 1, 2014 – June 30, 2015**

GRANT PURPOSE: This grant is to support two part-time VAPA Co-Coordinator who will help facilitate implementation of the District's Strategic Arts Education Plan.

PAYMENT SCHEDULE: Paid upon receipt by OCCF of a signed copy of this agreement.

GRANT CONDITIONS: See pages 2-3 and accompanying enclosure

REPORTS: **One final report is required.** Please use the grant reporting guidelines specific to your grant program which you will find online at www.oc-cf.org. You may request an electronic copy of these guidelines at any time. Failure to submit complete reports on time and in the format provided will jeopardize your grant status and future funding opportunities. If you have questions or concerns regarding reporting requirements please contact Austin Muckenthaler at (949) 553-4202 ext. 48 or amuckenthaler@oc-cf.org immediately:

- The final report is due by **May15, 2015**

Please assign responsibility for these reports immediately. Our records reflect the above contact as the responsible party for reporting. Should this change during the grant period, you must notify Austin Muckenthaler.

SPECIAL PROVISIONS:

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code as amended and the regulations issued thereunder.

Please read the following carefully:

I. ANNOUNCING GRANTS

Announcements by the grantee of the grant award, indicating OCCF's participation in the program funding, are encouraged. Grantees are asked to fax the text of any planned announcements to OCCF's Program Officer for review and response regarding accuracy. Please also forward copies of any published accounts that mention the project or OCCF.

II. EXPENDING OF FUNDS

This grant is to be used only for the purpose described in the grant proposal and in accordance with the approved budget. The program is subject to modification only with OCCF's prior written approval. If the amount granted is less than what was originally requested in the grant proposal and you need to modify the objectives from your proposal, please contact Austin Muckenthaler at (949) 553-4202 ext. 48 or amuckenthaler@oc-cf.org.

- A. The grantee shall return to OCCF any unexpended funds:
 - 1. At the end of the grant period, or
 - 2. If OCCF determines that the grantee has not performed in accordance with this agreement and approved program budget, or
 - 3. If the grantee loses its exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

- C. No funds provided by OCCF may be used for any political campaign, or to support attempts to influence legislation by any governmental body, other than through making available the results of nonpartisan analysis, study and research.

- D. Expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purpose and activities of the approved program.

- E. The grantee is responsible for the expenditure of funds and for maintaining adequate supporting records.

- F. Equipment or property purchased with grant funds shall be the property of the grantee so long as it is not diverted from the purposes for which the grant was made. If the purpose of the organization or the use of grant funds is changed, the equipment or property reverts to OCCF at its option.
- G. Reports, materials, books and articles resulting from this grant may be copyrighted by the grantee or by the author, in accordance with the policies of the grantee toward the goal of obtaining the widest dissemination of such reports, materials, books and articles. OCCF reserves the royalty-free license to use such publications. For projects involving possibility of patents, the grantee should request further information from OCCF.

III. INDEMNIFICATION

The grantee agrees to defend, hold harmless, and indemnify OCCF, its officers, agents, employees, and assigns against any and all expense, liability, loss, damages or claims (including attorneys' fees, judgments, fines, excise taxes or penalties and amounts to be paid in settlement) arising from or allegedly arising from the grantee's performance or activities. OCCF assumes no liability concerning persons or property associated with OCCF's sponsorship contemplated under this Agreement.

IV. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that OCCF has no obligation to provide other or additional support to the grantee. Notwithstanding the foregoing provisions to the contrary, the Donor shall not be obligated on any Disbursement Date to disburse an amount greater than the balance on that date in the donor-advised fund standing in the name of Orange County Arts Education Collaborative Fund on the Donor's books.

FOR THE GRANTEE:

Signature of Authorized Representative

Name, printed

Title

Date

**ORANGE COUNTY
COMMUNITY FOUNDATION:**



Shelley Hoss, President

2013/2014

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 23, 2014
Subject: **Non-Public Agency Contract Addendums**

Board Meeting Date: October 16, 2014

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

| Student's Name | Non-Public School/Agency | 100% Contract/ Addendum | Effective Dates |
|----------------|--------------------------|----------------------------|---------------------------------------|
| 1110852-2670 | Cornerstone Therapies | 1,487.50 | November 01, 2013 to June 30, 2014 |

Approved by the FVSD Board of Trustees
October 16, 2014

Marc Ecker, Ph.D.
Superintendent

2013/2014

HBUHSD Contract No. 2670
Please refer to this number on correspondence, invoices, etc.

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Cornerstone Therapies for (Local Education Agency) (Nonpublic School or Agency)
1110852-2670 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) Orange County.

ORIGINAL CONTRACT - September 17, 2013 to June 30, 2014

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Original Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 1. Assessments/Testing/Evaluations (RATE 1) (PT Eval) | NPA | 60 Minutes | 225.00 | 2.00 | 450.00 |
| 2. Assessments/Testing/Evaluations (RATE 2) (PT Eval) | NPA | 60 Minutes | 85.00 | 6.00 | 510.00 |
| TOTAL ORIGINAL CONTRACT COST | | | | | 960.00 |

ADDENDUM CONTRACT - November 01, 2013 to June 30, 2014

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Addendum Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 3. Physical Therapy - Clinic (1x60min/wk) | NPA | 60 Minutes | 85.00 | 17.50 | 1,487.50 |
| TOTAL ADDENDUM CONTRACT COST | | | | | 1,487.50 |

AMENDED CONTRACT

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Amended Cost |
|---|---------------|-------------------|------------------|----------------------|--------------------|
| 1. Assessments/Testing/Evaluations (RATE 1) (PT Eval) | NPA | 60 Minutes | 225.00 | 2.00 | 450.00 |
| 2. Assessments/Testing/Evaluations (RATE 2) (PT Eval) | NPA | 60 Minutes | 85.00 | 6.00 | 510.00 |
| 3. Physical Therapy - Clinic (1x60min/wk) | NPA | 60 Minutes | 85.00 | 17.50 | 1,487.50 |
| TOTAL AMENDED CONTRACT COST | | | | | 2,447.50 |

This AMENDED Service shall begin on November 01, 2013 and shall terminate at 5:00 p.m. on June 30, 2014 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

2014/2015

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 23, 2014
Subject: **Non-Public Agency Contract Addendums**

Board Meeting Date: October 16, 2014

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

| Student's Name | Non-Public School/Agency | 100% Contract/ Addendum | Effective Dates |
|----------------|--------------------------|-------------------------|--------------------------------|
| 706384-2847 | Cornerstone Therapies | 6,800.00 | July 01, 2014 to June 30, 2015 |

Approved by the FVSD Board of Trustees
October 16, 2014

Marc Ecker, Ph.D.
Superintendent

2014/2015

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 23, 2014
Subject: **Non-Public School Contract Addendums**

Board Meeting Date: October 16, 2014

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

| Student's Name | Non-Public School/Agency | 100% Contract/ Addendum | Effective Dates |
|----------------|---|----------------------------|--------------------------------|
| 850094-2987 | Speech & Language Development Center | 4,495.50 | July 01, 2014 to June 30, 2015 |
| 192150-2844 | Speech & Language Development Center | 4,707.00 | July 01, 2014 to June 30, 2015 |
| 324571-2848 | Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy | 2,717.00 | July 01, 2014 to June 30, 2015 |
| 191454-3004 | Speech & Language Development Center | 4,540.50 | July 01, 2014 to June 30, 2015 |

Approved by the FVSD Board of Trustees
October 16, 2014

Marc Ecker, Ph.D.
Superintendent

**ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT**

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)

850094-2987 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)
Orange County.

ORIGINAL CONTRACT - July 01, 2014 to June 30, 2015

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Original Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | 204.00 | 27,642.00 |
| 1. Language/Speech Therapy (3x30min/wk) | NPS | 60 Minutes | 81.50 | 62.00 | 5,053.00 |
| 2. One-on-One Aide (1x360min/day) | NPS | 60 Minutes | 14.00 | 1,224.00 | 17,136.00 |
| 3. Occupational Therapy (1x60min/mo) | NPS | 60 Minutes | 81.50 | 11.00 | 896.50 |
| TOTAL ORIGINAL CONTRACT COST | | | | | 50,727.50 |

ADDENDUM CONTRACT - July 01, 2014 to June 30, 2015

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Addendum Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | -204.00 | -27,642.00 |
| 0. Basic Education Program ((rate change)) | NPS | 1 Day | 145.00 | 204.00 | 29,580.00 |
| 1. Language/Speech Therapy (3x30min/wk) | NPS | 60 Minutes | 81.50 | -62.00 | -5,053.00 |
| 1. Language/Speech Therapy (3x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 62.00 | 5,146.00 |
| 2. One-on-One Aide (1x360min/day) | NPS | 60 Minutes | 14.00 | -1,224.00 | -17,136.00 |
| 2. One-on-One Aide (1x360min/day (rate change)) | NPS | 60 Minutes | 16.00 | 1,224.00 | 19,584.00 |
| 3. Occupational Therapy (1x60min/mo) | NPS | 60 Minutes | 81.50 | -11.00 | -896.50 |
| 3. Occupational Therapy (1x60min/mo (rate change)) | NPS | 60 Minutes | 83.00 | 11.00 | 913.00 |
| TOTAL ADDENDUM CONTRACT COST | | | | | 4,495.50 |

AMENDED CONTRACT

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Amended Cost |
|---|---------------|-------------------|------------------|----------------------|--------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | 0.00 | 0.00 |
| 0. Basic Education Program ((rate change)) | NPS | 1 Day | 145.00 | 204.00 | 29,580.00 |
| 1. Language/Speech Therapy (3x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 1. Language/Speech Therapy (3x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 62.00 | 5,146.00 |
| 2. One-on-One Aide (1x360min/day) | NPS | 60 Minutes | 14.00 | 0.00 | 0.00 |
| 2. One-on-One Aide (1x360min/day (rate change)) | NPS | 60 Minutes | 16.00 | 1,224.00 | 19,584.00 |
| 3. Occupational Therapy (1x60min/mo) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 3. Occupational Therapy (1x60min/mo (rate change)) | NPS | 60 Minutes | 83.00 | 11.00 | 913.00 |
| TOTAL AMENDED CONTRACT COST | | | | | 55,223.00 |

2014/2015

HBUHSD Contract No. 2987
Please refer to this number on correspondence, invoices, etc.

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)
850094-2987 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)
Orange County.

This AMENDED Service shall begin on July 01, 2014 and shall terminate at 5:00 p.m. on June 30, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)

192150-2844 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)

Orange County.

ORIGINAL CONTRACT - 2014-07-01 to 2015-06-30

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Original Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | 204.00 | 27,642.00 |
| 1. Adapted Physical Education - Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | 42.00 | 3,423.00 |
| 2. Adapted Physical Education - Group (1x30min/wk) | NPS | 60 Minutes | 81.50 | 21.00 | 1,711.50 |
| 3. Language/Speech Therapy/Individual (4x30min/wk) | NPS | 60 Minutes | 81.50 | 82.00 | 6,683.00 |
| 4. Occupational Therapy - Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | 42.00 | 3,423.00 |
| 5. Occupational Therapy - Group (1x30min/wk) | NPS | 60 Minutes | 81.50 | 21.00 | 1,711.50 |
| 6. Language/Speech Therapy/Consult (6x60min staff/par training) | NPS | 60 Minutes | 81.50 | 6.00 | 489.00 |
| 7. One-on-One Aide (360min/day) | NPS | 60 Minutes | 14.00 | 1,224.00 | 17,136.00 |
| TOTAL ORIGINAL CONTRACT COST | | | | | 62,219.00 |

ADDENDUM CONTRACT - July 01, 2014 to June 30, 2015

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Addendum Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | -204.00 | -27,642.00 |
| 0. Basic Education Program (rate change) | NPS | 1 Day | 145.00 | 204.00 | 29,580.00 |
| 1. Adapted Physical Education - Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | -42.00 | -3,423.00 |
| 1. Adapted Physical Education - Individual (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 42.00 | 3,486.00 |
| 2. Adapted Physical Education - Group (1x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 21.00 | 1,743.00 |
| 2. Adapted Physical Education - Group (1x30min/wk) | NPS | 60 Minutes | 81.50 | -21.00 | -1,711.50 |
| 3. Language/Speech Therapy/Individual (4x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 82.00 | 6,806.00 |
| 3. Language/Speech Therapy/Individual (4x30min/wk) | NPS | 60 Minutes | 81.50 | -82.00 | -6,683.00 |
| 4. Occupational Therapy - Individual (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 42.00 | 3,486.00 |
| 4. Occupational Therapy - Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | -42.00 | -3,423.00 |
| 5. Occupational Therapy - Group (1x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 21.00 | 1,743.00 |
| 5. Occupational Therapy - Group (1x30min/wk) | NPS | 60 Minutes | 81.50 | -21.00 | -1,711.50 |
| 6. Language/Speech Therapy/Consult (6x60min staff/par training (rate change)) | NPS | 60 Minutes | 83.00 | 6.00 | 498.00 |
| 6. Language/Speech Therapy/Consult (6x60min staff/par training) | NPS | 60 Minutes | 81.50 | -6.00 | -489.00 |
| 7. One-on-One Aide (360min/day (rate change)) | NPS | 60 Minutes | 16.00 | 1,224.00 | 19,584.00 |
| 7. One-on-One Aide (360min/day) | NPS | 60 Minutes | 14.00 | -1,224.00 | -17,136.00 |
| TOTAL ADDENDUM CONTRACT COST | | | | | 4,707.00 |

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for (Local Education Agency) (Nonpublic School or Agency)
192150-2844 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) of Orange County.

AMENDED CONTRACT

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Amended Cost |
|---|---------------|-------------------|------------------|----------------------|--------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | 0.00 | 0.00 |
| 0. Basic Education Program (rate change) | NPS | 1 Day | 145.00 | 204.00 | 29,580.00 |
| 1. Adapted Physical Education - Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 1. Adapted Physical Education - Individual (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 42.00 | 3,486.00 |
| 2. Adapted Physical Education - Group (1x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 2. Adapted Physical Education - Group (1x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 21.00 | 1,743.00 |
| 3. Language/Speech Therapy/Individual (4x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 3. Language/Speech Therapy/Individual (4x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 82.00 | 6,806.00 |
| 4. Occupational Therapy - Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 4. Occupational Therapy - Individual (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 42.00 | 3,486.00 |
| 5. Occupational Therapy - Group (1x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 5. Occupational Therapy - Group (1x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 21.00 | 1,743.00 |
| 6. Language/Speech Therapy/Consult (6x60min staff/par training) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 6. Language/Speech Therapy/Consult (6x60min staff/par training (rate change)) | NPS | 60 Minutes | 83.00 | 6.00 | 498.00 |
| 7. One-on-One Aide (360min/day) | NPS | 60 Minutes | 14.00 | 0.00 | 0.00 |
| 7. One-on-One Aide (360min/day (rate change)) | NPS | 60 Minutes | 16.00 | 1,224.00 | 19,584.00 |
| TOTAL AMENDED CONTRACT COST | | | | | 66,926.00 |

This AMENDED Service shall begin on July 01, 2014 and shall terminate at 5:00 p.m. on June 30, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

2014/2015

HBUHSD Contract No. 2847
Please refer to this number on correspondence, invoices, etc.

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Cornerstone Therapies for (Local Education Agency) (Nonpublic School or Agency)
706384-2847 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) of Orange County.

ORIGINAL CONTRACT - 2014-07-01 to 2015-06-30

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Original Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 1. Physical Therapy - Consultation (3x60min/yr) | NPA | 60 Minutes | 100.00 | 3.00 | 300.00 |
| TOTAL ORIGINAL CONTRACT COST | | | | | 300.00 |

ADDENDUM CONTRACT - July 01, 2014 to June 30, 2015

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Addendum Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 2. Physical Therapy - Clinic (2x60min/wk) | NPA | 60 Minutes | 85.00 | 80.00 | 6,800.00 |
| TOTAL ADDENDUM CONTRACT COST | | | | | 6,800.00 |

AMENDED CONTRACT

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Amended Cost |
|---|---------------|-------------------|------------------|----------------------|--------------------|
| 1. Physical Therapy - Consultation (3x60min/yr) | NPA | 60 Minutes | 100.00 | 3.00 | 300.00 |
| 2. Physical Therapy - Clinic (2x60min/wk) | NPA | 60 Minutes | 85.00 | 80.00 | 6,800.00 |
| TOTAL AMENDED CONTRACT COST | | | | | 7,100.00 |

This AMENDED Service shall begin on July 01, 2014 and shall terminate at 5:00 p.m. on June 30, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Approach Learning and Assessment Centers, Inc. dba Olive for (Local Education Agency) (Nonpublic School or Agency)
324571-2848 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) of Orange County.

ORIGINAL CONTRACT - 2014-07-01 to 2015-06-30

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Original Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 163.00 | 209.00 | 34,067.00 |
| 1. Transportation | NPS | 1 Day | 62.00 | 209.00 | 12,958.00 |
| TOTAL ORIGINAL CONTRACT COST | | | | | 47,025.00 |

ADDENDUM CONTRACT - July 01, 2014 to June 30, 2015

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Addendum Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 163.00 | -209.00 | -34,067.00 |
| 0. Basic Education Program (rate change) | NPS | 1 Day | 168.00 | 209.00 | 35,112.00 |
| 1. Transportation | NPS | 1 Day | 62.00 | -209.00 | -12,958.00 |
| 1. Transportation (rate change) | NPS | 1 Day | 70.00 | 209.00 | 14,630.00 |
| TOTAL ADDENDUM CONTRACT COST | | | | | 2,717.00 |

AMENDED CONTRACT

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Amended Cost |
|--|---------------|-------------------|------------------|----------------------|--------------------|
| 0. Basic Education Program | NPS | 1 Day | 163.00 | 0.00 | 0.00 |
| 0. Basic Education Program (rate change) | NPS | 1 Day | 168.00 | 209.00 | 35,112.00 |
| 1. Transportation | NPS | 1 Day | 62.00 | 0.00 | 0.00 |
| 1. Transportation (rate change) | NPS | 1 Day | 70.00 | 209.00 | 14,630.00 |
| TOTAL AMENDED CONTRACT COST | | | | | 49,742.00 |

This AMENDED Service shall begin on July 01, 2014 and shall terminate at 5:00 p.m. on June 30, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Approach Learning and Assessment Centers, Inc. dba Olive Crest
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)

191454-3004 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)

Orange County.

ORIGINAL CONTRACT - 2014-07-01 to 2015-06-30

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Original Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | 204.00 | 27,642.00 |
| 1. Adapted Physical Education (2x30min/wk) | NPS | 60 Minutes | 81.50 | 41.00 | 3,341.50 |
| 2. Language/Speech Therapy/Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | 41.00 | 3,341.50 |
| 3. Occupational Therapy (2x15min/wk) | NPS | 60 Minutes | 81.50 | 21.00 | 1,711.50 |
| 4. One-on-One Aide (6hrs/day) | NPS | 60 Minutes | 14.00 | 1,224.00 | 17,136.00 |
| TOTAL ORIGINAL CONTRACT COST | | | | | 53,172.50 |

ADDENDUM CONTRACT - July 01, 2014 to June 30, 2015

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Addendum Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | -204.00 | -27,642.00 |
| 0. Basic Education Program ((rate change)) | NPS | 1 Day | 145.00 | 204.00 | 29,580.00 |
| 1. Adapted Physical Education (2x30min/wk) | NPS | 60 Minutes | 81.50 | -41.00 | -3,341.50 |
| 1. Adapted Physical Education (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 41.00 | 3,403.00 |
| 2. Language/Speech Therapy/Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | -41.00 | -3,341.50 |
| 2. Language/Speech Therapy/Individual (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 41.00 | 3,403.00 |
| 3. Occupational Therapy (2x15min/wk) | NPS | 60 Minutes | 81.50 | -21.00 | -1,711.50 |
| 3. Occupational Therapy (2x15min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 21.00 | 1,743.00 |
| 4. One-on-One Aide (6hrs/day) | NPS | 60 Minutes | 14.00 | -1,224.00 | -17,136.00 |
| 4. One-on-One Aide (6hrs/day (rate change)) | NPS | 60 Minutes | 16.00 | 1,224.00 | 19,584.00 |
| TOTAL ADDENDUM CONTRACT COST | | | | | 4,540.50 |

AMENDED CONTRACT

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Total Amended Cost |
|--|---------------|-------------------|------------------|----------------------|--------------------|
| 0. Basic Education Program | NPS | 1 Day | 135.50 | 0.00 | 0.00 |
| 0. Basic Education Program ((rate change)) | NPS | 1 Day | 145.00 | 204.00 | 29,580.00 |
| 1. Adapted Physical Education (2x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 1. Adapted Physical Education (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 41.00 | 3,403.00 |
| 2. Language/Speech Therapy/Individual (2x30min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 2. Language/Speech Therapy/Individual (2x30min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 41.00 | 3,403.00 |
| 3. Occupational Therapy (2x15min/wk) | NPS | 60 Minutes | 81.50 | 0.00 | 0.00 |
| 3. Occupational Therapy (2x15min/wk (rate change)) | NPS | 60 Minutes | 83.00 | 21.00 | 1,743.00 |
| 4. One-on-One Aide (6hrs/day) | NPS | 60 Minutes | 14.00 | 0.00 | 0.00 |
| 4. One-on-One Aide (6hrs/day (rate change)) | NPS | 60 Minutes | 16.00 | 1,224.00 | 19,584.00 |

2014/2015

HBUHSD Contract No. 3004

Please refer to this number on correspondence, invoices, etc.

ADDENDUM TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES
INDIVIDUAL SERVICE CONTRACT

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 16th of October, 2014 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for (Local Education Agency) (Nonpublic School or Agency)
191454-3004 born on _____, who is a resident of Fountain Valley School District of (Name of Student) (Date of Birth) (Local Education Agency) of Orange County.

TOTAL AMENDED CONTRACT COST 57,713.00

This AMENDED Service shall begin on July 01, 2014 and shall terminate at 5:00 p.m. on June 30, 2015 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

2014/2015

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 23, 2014
Subject: **Non-Public Agency Contracts**

Board Meeting Date: October 16, 2014

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

| Student's Name | Non-Public School/Agency | 100% Contract/ Addendum | Effective Dates |
|----------------|--------------------------|----------------------------|-------------------------------------|
| 1263849-3120 | Cornerstone Therapies | 960.00 | July 01, 2014 to June 30, 2015 |
| 1059867-3119 | Cornerstone Therapies | 5,100.00 | September 11, 2014 to June 30, 2015 |

Approved by the FVSD Board of Trustees
October 16, 2014

Marc Ecker, Ph.D.
Superintendent

2014/2015

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members
From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education
Date: September 23, 2014
Subject: **Non-Public School Contracts**

Board Meeting Date: October 16, 2014

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

| Student's Name | Non-Public School/Agency | 100% Contract/ Addendum | Effective Dates |
|----------------|---|----------------------------|-----------------------------|
| 376014-3114 | Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy | 49,742.00 | 2014-07-01 to 2015-06-30 |

Approved by the FVSD Board of Trustees
October 16, 2014

Marc Ecker, Ph.D.
Superintendent

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 09-23-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 1263849-3120 DOB _____
 Last, First Middle _____ : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

Parent/Guardian: _____ Home Phn: _____ Cell Phn: _____
 Address: _____
 Street _____ City _____ Zip _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

| SERVICES | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Maximum Total Cost for Contracted Period |
|---|---------------|-------------------|------------------|----------------------|--|
| 1. Assessments/Testing/Evaluations (RATE) | NPA | 60.00 Minutes | 225.00 | 2.00 | 450.00 |
| PT Eval | | | | | |
| 2. Assessments/Testing/Evaluations (RATE) | NPA | 60.00 Minutes | 85.00 | 6.00 | 510.00 |
| PT Eval | | | | | |

Maximum Total Related Services Costs (B) 960.00

Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary): _____

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: July 01, 2014
and terminates on 5:00 p.m. on: June 30, 2015
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 09-23-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Cornerstone Therapies
 Pupil Name: 1059867-3119 DOB _____
 Last, First Middle : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

Parent/Guardian: _____ Home Phn: _____ Cell Phn: _____
 Address: _____
 Street _____ City _____ Zip _____

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Licensed Speech Pathologist, Licensed Physical Therapist, Occupational Therapist
- The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1
- The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

| SERVICES | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Maximum Total Cost for Contracted Period |
|------------------------------|---------------|-------------------|------------------|----------------------|--|
| 1. Physical Therapy - Clinic | NPA | 60.00 Minutes | 85.00 | 60.00 | 5,100.00 |
| 2x45min/wk | | | | | |

Maximum Total Related Services Costs (B) 5,100.00

Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education _____

Please refer to this number on correspondence, invoices, etc.

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Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: September 11, 2014
and terminates on 5:00 p.m. on: June 30, 2015
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Cornerstone Therapies
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent)

18700 Beach Blvd., Suite 120, Huntington Beach, CA 92648
(Address)

714-962-6760 714-962-5961
(Telephone Number) (FAX Number)

33-0921156
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
 (Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 09-23-14 Local Education Agency: Fountain Valley School District
 Nonpublic School/Agency: Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy
 Pupil Name: 376014-3114 DOB _____
 Last, First Middle : _____
 Address: _____
 Street _____
 Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): Home
 (K - 8 or 9 - 12) If LCI, indicate number: _____

Parent/Guardian: _____ Home Phn: _____ Cell Phn: _____
 Address: _____
 Street _____ City _____ Zip _____

CONTRACT TERMS:

- The pupil's teacher/service provider will hold the following credential/license: Learning Handicapped or Severely Handicapped
- The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
- The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
- AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 209 x Per Diem 168.00 TOTAL BASIC EDUCATION COSTS 35,112.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

| SERVICES | Provider Type | Per Session Total | Cost Per Session | Maximum No. Sessions | Maximum Total Cost for Contracted Period |
|-------------------|---------------|-------------------|------------------|----------------------|--|
| 1. Transportation | NPS | 1.00 Day | 70.00 | 209.00 | 14,630.00 |
| | | | | | |

Maximum Total Related Services Costs (B) 14,630.00
 Maximum Total Basic Education and Related Services Costs (A + B) 49,742.00
 Maximum Per Diem for Basic Education 168.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

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Other Provisions (attachments as necessary): _____

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: 2014-07-01
and terminates on 5:00 p.m. on: 2015-06-30
unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Approach Learning and Assessment Centers, Inc. dba Olive Crest
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature) Date

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent)

2190 N. Canal Street, Orange, CA 92865
(Address)

714-998-6571 714-998-6573
(Telephone Number) (FAX Number)

95-3717718
(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON _____