



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

January 12, 2017

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M ____
2nd ____
V ____

BOARD WORKSHOP

1. BOOKSTUDY: *THE ADVANTAGE*

Superintendent, Mark Johnson, Ed.D., will lead the Board of Trustees through an eighth session focused on a study of *The Advantage* by Patrick Lencioni.

2. FACILITIES DISCUSSION

The Board of Trustees will have an opportunity to ask questions of senior staff regarding delivery options following the workshop that took place at the Special Board meeting on January 5, 2017.

- 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.

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.

- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE will be led by Pack 455.

SPECIAL PRESENTATIONS

3. RECOGNITION OF STUDENTS FROM COURREGES SCHOOL

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize seven outstanding students from Courreges School.

4. RECOGNITION OF PARENT VOLUNTEERS FROM COURREGES SCHOOL

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Courreges School, the Board shall recognize and thank Petra Erlandson and Brittany Bradshaw.

- RECESS

PUBLIC HEARING

5. TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR 2016-17 YEAR

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed tentative agreement for the 2016-17 school year between FVSD and FVEA. Public input is welcome.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a

majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

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

LEGISLATIVE SESSION

- 6. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION FOR 2016-17 SCHOOL YEAR** M ____
2nd ____
V ____

Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and the Fountain Valley Education Association for the 2016-17 year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and the Fountain Valley Education Association for the 2016-17 school year.

- 7. AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR THE 2016-17 SCHOOL YEAR** M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees ratifies this agreement between the FVSD and FVEA dated November 30, 2016.

- 8. RESOLUTION 2017-12: CERTIFICATION OF ALL PROCEEDINGS IN THE NOVEMBER 8, 2016 GENERAL OBLIGATION BOND ELECTION** M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2017-12 certifying all proceedings in the November 8, 2016 General Obligation Bond election.

- 9. RESOLUTION 2017-13 TO ESTABLISH A SPECIAL RESERVE FOR CAPITAL OUTLAY PROJECTS SUB-FUND 40-41** M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2017-13 to establish a Special Reserve for Capital Outlay Projects Sub-Fund 40-41.

10. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESSM ____
2nd ____
V ____

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

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

Routine Items of Business

- 10-A.** Board Meeting Minutes from December 8 Annual Organizational Meeting
- 10-B.** Board Meeting Minutes from January 5 Special Meeting
- 10-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 10-D.** Donations
- 10-E.** Warrants
- 10-F.** Purchase Order Listing
- 10-G.** Budget Adjustments

Consent Items**10-H. FOUNTAIN VALLEY SCHOOL DISTRICT POLICY MANUAL (SECOND READING AND ADOPTION)**

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Fountain Valley School District Policy Manual for second reading and adoption with changes as indicated by the Board. It is noted that this manual will replace the existing Policy Manual for the Fountain Valley School District.

10-I. WILLIAMS QUARTERLY REPORT FOR SECOND QUARTER 2016-17

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the second quarter of the 2016-17 year and approve its submittal to the Orange County Department of Education.

10-J. AGREEMENT FOR PARTICIPATION IN THE TWILIGHT EDUCATION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement for District participation in the Twilight Education Project.

10-K. ROYER STUDIO ANIMATION PROGRAMS

Superintendent's Comments: It is recommended that the Board of Trustees approves

the contract with Royer Studios Animation Programs for December 12, 2016 through March 24, 2017 for Fulton Middle School, Talbert Middle School and Masuda Middle School.

10-L. RATIFICATION OF THE SCOPE OF WORK WITH GOVERNMENT FINANCIAL STRATEGIES, INC. FOR FINANCIAL PLANNING AND ADVISORY WORK ASSOCIATED WITH MEASURE O

Superintendent's Comments: It is recommended that the Board of Trustees ratifies the scope of work with Government Financial Strategies, Inc. for financial planning and advisory work associated with Measure O.

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, February 16, 2017 at 7:00pm.

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

Board meeting proceedings are tape recorded.

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

Board meeting of January 12, 2017



SO 2016-17/B17-25
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: BOOK STUDY: *THE ADVANTAGE*
DATE: January 6, 2017

Background:

Superintendent, Mark Johnson, Ed.D., will lead the Board of Trustees through an eighth session focused on a study of *The Advantage* by Patrick Lencioni.

Board meeting of January 12, 2017



SO 2016-17/B17-26
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: FACILITIES DISCUSSION
DATE: January 9, 2017

Background:

The Board of Trustees will have an opportunity to ask questions of senior staff regarding construction delivery options following the workshop that took place at the Special Board meeting on January 5, 2017.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: COURREGES**
DATE: January 3, 2017

Background:

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on January 12, 2017, the following seven students from **Courreges School** will be recognized:

Courreges School

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fourth Grade
Fifth Grade

James Quist
Danica Frisch
Xavier Moreno
Kayden Pheasant
Alex Johnson
Matthew Johnson
Jacob Rimdzius



SO 16-17/B17-27
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: COURREGES SCHOOL**
DATE: January 6, 2017

Background:

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

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

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

I am proud to name the outstanding and deserving volunteers being recognized from Courreges School:

Courreges School

♥ Petra Erlandson
♥ Brittany Bradshaw

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

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

Notice is hereby given that the Board of Trustees of the
Fountain Valley School District, at its meeting to be held on
January 12, 2017 at 7:00 p.m. in the Board Room
located at 10055 Slater Avenue, Fountain Valley, CA, will conduct
a public hearing on the proposed agreement for the 2016-17 year
between the District and the Fountain Valley Education Association
(FVEA).

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Isidro Guerra, Director, Fiscal Services



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent, Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Tentative Agreement between FVEA and FVSD**
DATE: December 23, 2016

Background:

On December 14, 2016, the Fountain Valley Education Association (FVEA) ratified a "Tentative Agreement" between FVEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

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

Fiscal Impact:

As of December 14, 2016 FVEA has agreed to a one and half percent (1.50%) increase to the salary schedule retroactive to July 1, 2016 and a one-time, one percent (1.00%) off-schedule payment. The total increase in compensation for certificated bargaining unit members will be \$659,032. Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective for the period from July 1, 2016 thru June 30, 2017.

Recommendation:

It is recommended that Board of Trustees approve the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and FVEA for the 2016-17 school year.

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

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

Fountain Valley Elementary School District - Fountain Valley Education

School District - Bargaining Unit: Association (FVEA)

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2016 and ending: June 30, 2017
(date) (date)

The Governing Board will act upon this agreement on: January 12, 2017
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2016-17	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2016-17	Year 2 Increase/(Decrease) FY 2017-18	Year 3 Increase/(Decrease) FY 2018-19
1 Salary Schedule Increase (Decrease)	\$ 22,660,533	\$ 339,908		\$ -
		1.50%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ 226,605	\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 3,700,780	\$92,519		\$ -
		2.50%	0.00%	0.00%
5 Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 26,361,313	\$ 659,032	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	271	271		
8 Total Compensation <u>Average</u> Cost per Employee	\$ 97,274	\$ 2,432	\$ -	\$ -
		2.50%	0.00%	0.00%

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

The total certificated salary increase for FVEA members in 2016-17 is 3.5% and is comprised of a 1.0% on-schedule increase settled in December 2015 plus a recently settled 1.5% on-schedule increase (retroactive to July 1, 2016) and 1.0% off-schedule payment. The impact of the recent settlement on the general fund in 2016-17 is \$659,032. The 1.0% increase settled in December 2015 was already reflected at the time of the budget adoption.

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

None.

11. Please include comments and explanations as necessary.

None.

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

If yes, please describe the cap amount.

The negotiated H&W cap remains unchanged at \$9,000 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%.

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

Contract language additions/changes to the following article's: I Recognition, III Evaluations, VII Wages, IX Leaves, and XIII Transfers and Assignments. See Tentative Agreement dated Nov. 30, 2016 for details.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

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

None.

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

This agreement creates an operating deficit in the third year under review (2018-19) of approximately -\$435.7K. The general fund revenue projections are conservative and do not include alternative revenue sources such as lease and investment income.

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

None.

G. Source of Funding for Proposed Agreement

1. Current Year

Additional revenues gained under the Local Control Funding Formula.

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

On-going costs will be funded by on-going LCFF revenues.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

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

	Column 1 Latest Board- Approved Budget Before Settlement (As of 12/08/2016)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 48,029,260	\$ -	\$ -	\$ 48,029,260
Remaining Revenues (8100-8799)	\$ 2,758,777	\$ -	\$ -	\$ 2,758,777
TOTAL REVENUES	\$ 50,788,037	\$ -	\$ -	\$ 50,788,037
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,589,173	\$464,541	\$ -	\$ 23,053,714
Classified Salaries (2000-2999)	\$ 6,218,684	\$ -	\$ -	\$ 6,218,684
Employee Benefits (3000-3999)	\$ 8,275,551	\$ 75,866	\$ -	\$ 8,351,417
Books and Supplies (4000-4999)	\$ 1,531,981	\$ -	\$ -	\$ 1,531,981
Services, Other Operating Expenses (5000-5999)	\$ 2,073,358	\$ -	\$ -	\$ 2,073,358
Capital Outlay (6000-6599)	\$ 88,358	\$ -	\$ -	\$ 88,358
Other Outgo (7100-7299) (7400-7499)	\$ 71,185	\$ -	\$ -	\$ 71,185
Direct Support/Indirect Cost (7300-7399)	\$ (135,835)	\$ -	\$ -	\$ (135,835)
Other Adjustments				
TOTAL EXPENDITURES	\$ 40,712,455	\$ 540,406	\$ -	\$ 41,252,861
OPERATING SURPLUS (DEFICIT)	\$ 10,075,582	\$ (540,406)	\$ -	\$ 9,535,176
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -		\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 760,000	\$ -	\$ -	\$ 760,000
CONTRIBUTIONS (8980-8999)	\$ (7,144,466)	\$ -	\$ -	\$ (7,144,466)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,171,116	\$ (540,406)	\$ -	\$ 1,630,710
BEGINNING BALANCE	\$ 10,206,795			\$ 10,206,795
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 12,377,911	\$ (540,406)	\$ -	\$ 11,837,505
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,603,756		\$ -	\$ 4,603,756
Reserve for Economic Uncertainties (9789)	\$ 1,750,192	\$ 19,771	\$ -	\$ 1,769,963
Unassigned/Unappropriated (9790)	\$ 5,888,963	\$ (540,406)	\$ -	\$ 5,348,557

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

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

	Column 1 Latest Board- Approved Budget Before Settlement (As of 12/08/2016)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 8,756,062	\$ -	\$ -	\$ 8,756,062
TOTAL REVENUES	\$ 8,756,062	\$ -	\$ -	\$ 8,756,062
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,906,473	\$ 101,972	\$ -	\$ 5,008,445
Classified Salaries (2000-2999)	\$ 3,446,104	\$ -	\$ -	\$ 3,446,104
Employee Benefits (3000-3999)	\$ 4,467,326	\$ 16,653	\$ -	\$ 4,483,979
Books and Supplies (4000-4999)	\$ 978,035	\$ -	\$ -	\$ 978,035
Services, Other Operating Expenses (5000-5999)	\$ 2,553,516	\$ -	\$ -	\$ 2,553,516
Capital Outlay (6000-6599)	\$ 183,506	\$ -	\$ -	\$ 183,506
Other Outgo (7100-7299) (7400-7499)	\$ 253,397	\$ -	\$ -	\$ 253,397
Direct Support/Indirect Cost (7300-7399)	\$ 19,757	\$ -	\$ -	\$ 19,757
Other Adjustments				
TOTAL EXPENDITURES	\$ 16,808,114	\$ 118,626	\$ -	\$ 16,926,740
OPERATING SURPLUS (DEFICIT)	\$ (8,052,052)	\$ (118,626)	\$ -	\$ (8,170,678)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 7,144,466	\$ -	\$ -	\$ 7,144,466
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (907,586)	\$ (118,626)	\$ -	\$ (1,026,212)
BEGINNING BALANCE	\$ 1,743,108			\$ 1,743,108
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 835,522	\$ (118,626)	\$ -	\$ 716,896
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 835,522	\$ -	\$ -	\$ 835,522
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Other Assignments (9780)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

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

	Column 1 Latest Board- Approved Budget Before Settlement (As of 12/08/2016)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 48,029,260	\$ -	\$ -	\$ 48,029,260
Remaining Revenues (8100-8799)	\$ 11,514,839	\$ -	\$ -	\$ 11,514,839
TOTAL REVENUES	\$ 59,544,099	\$ -	\$ -	\$ 59,544,099
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 27,495,646	\$ 566,513	\$ -	\$ 28,062,159
Classified Salaries (2000-2999)	\$ 9,664,788	\$ -	\$ -	\$ 9,664,788
Employee Benefits (3000-3999)	\$ 12,742,877	\$ 92,519	\$ -	\$ 12,835,396
Books and Supplies (4000-4999)	\$ 2,510,016	\$ -	\$ -	\$ 2,510,016
Services, Other Operating Expenses (5000-5999)	\$ 4,626,874	\$ -	\$ -	\$ 4,626,874
Capital Outlay (6000-6599)	\$ 271,864	\$ -	\$ -	\$ 271,864
Other Outgo (7100-7299) (7400-7499)	\$ 324,582	\$ -	\$ -	\$ 324,582
Direct Support/Indirect Cost (7300-7399)	\$ (116,078)	\$ -	\$ -	\$ (116,078)
Other Adjustments				
TOTAL EXPENDITURES	\$ 57,520,569	\$ 659,032	\$ -	\$ 58,179,601
OPERATING SURPLUS (DEFICIT)	\$ 2,023,530	\$ (659,032)	\$ -	\$ 1,364,498
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -		\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 760,000	\$ -	\$ -	\$ 760,000
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,263,530	\$ (659,032)	\$ -	\$ 604,498
BEGINNING BALANCE	\$ 11,949,903			\$ 11,949,903
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 13,213,433	\$ (659,032)	\$ -	\$ 12,554,401
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 835,522	\$ -	\$ -	\$ 835,522
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,603,756	\$ -	\$ -	\$ 4,603,756
Reserve for Economic Uncertainties (9789)	\$ 1,750,192	\$ 19,771	\$ -	\$ 1,769,963
Unassigned/Unappropriated (9790)	\$ 5,888,963	\$ (659,032)	\$ -	\$ 5,229,931

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

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

	2016-17	2017-18	2018-19
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 48,029,260	\$ 48,522,434	\$ 49,627,856
Remaining Revenues (8100-8799)	\$ 11,514,839	\$ 9,881,896	\$ 9,902,284
TOTAL REVENUES	\$ 59,544,099	\$ 58,404,330	\$ 59,530,140
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 28,062,159	\$ 28,253,088	\$ 28,676,884
Classified Salaries (2000-2999)	\$ 9,664,788	\$ 9,761,436	\$ 9,859,051
Employee Benefits (3000-3999)	\$ 12,835,396	\$ 13,877,983	\$ 14,820,298
Books and Supplies (4000-4999)	\$ 2,510,016	\$ 2,362,011	\$ 2,432,871
Services, Other Operating Expenses (5000-5999)	\$ 4,626,874	\$ 3,521,209	\$ 3,626,846
Capital Outlay (6000-6999)	\$ 271,864	\$ 211,481	\$ 217,825
Other Outgo (7100-7299) (7400-7499)	\$ 324,582	\$ 453,259	\$ 466,858
Direct Support/Indirect Cost (7300-7399)	\$ (116,078)	\$ (130,835)	\$ (134,760)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 58,179,601	\$ 58,309,632	\$ 59,965,873
OPERATING SURPLUS (DEFICIT)	\$ 1,364,498	\$ 94,698	\$ (435,733)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 760,000	\$ 838,756	\$ 863,919
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 604,498	\$ (744,058)	\$ (1,299,652)
BEGINNING BALANCE	\$ 11,949,903	\$ 12,554,401	\$ 11,810,343
CURRENT-YEAR ENDING BALANCE	\$ 12,554,401	\$ 11,810,343	\$ 10,510,692
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 835,522	\$ 138,212	\$ 124,842
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,603,756	\$ 4,223,756	\$ 4,223,756
Reserve for Economic Uncertainties (9789)	\$ 1,769,963	\$ 1,774,452	\$ 1,824,894
Unassigned/Unappropriated (9790)	\$ 5,229,931	\$ 5,538,924	\$ 4,202,200

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2016-17	2017-18	2018-19
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 58,939,601	\$ 59,148,388	\$ 60,829,792
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,768,188	\$ 1,774,452	\$ 1,824,894

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,769,963	\$ 1,774,452	\$ 1,824,894
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 5,229,931	\$ 5,538,924	\$ 4,202,200
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 6,999,894	\$ 7,313,375	\$ 6,027,094
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2016-17

Yes

☒

No

☐

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

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

N/A

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

N/A

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

None.

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Fountain Valley School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the FVEA Bargaining Unit, during the term of the agreement from July 01, 2016 to June 30, 2017.

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

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	<u></u>
<u>Expenditures/Other Financing Uses</u>	<u>\$ 659,032.00</u>
<u>Ending Balance Increase (Decrease)</u>	<u>\$ 659,032.00</u>

N/A ____ (No budget revisions necessary)

<u>District Superintendent (Signature)</u>	<u>1/12/2017 Date</u>
<u>Chief Business Officer (Signature)</u>	<u>1/12/2017 Date</u>

L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

1/12/2017

Date

President or Clerk of Governing Board
(Signature)

1/12/2017

Date

Christine Fullerton

Contact Person

714-843-3200

Phone



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **AGREEMENT BETWEEN FOUNTAIN VALLEY EDUCATION
ASSOCIATION AND FOUNTAIN VALLEY SCHOOL DISTRICT
FOR THE 2016-17 SCHOOL YEAR**
DATE: January 6, 2017

Background:

On November 30, 2016, the Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) reached a “Tentative Agreement” on all matters subject to collective bargaining for the contract year July 1, 2016 through June 30, 2017. The agreement includes a 2.5% salary increase which consists of a one-time 1% off schedule salary increase for bargaining unit members employed with the district at the time of ratification of the 2016-17 certificated agreement, and an additional 1.5% increase to the 2015-16 certificated salary schedule, effective July 1, 2016. The attached contract language was also added/revised.

On Wednesday, December 15, 2016, the Association notified the District their members ratified these changes to the collective bargaining agreement. With the Fountain Valley School District’s Board of Trustees ratification, these changes become part of the 2016-17 Certificated Agreement.

Recommendation:

It is recommended that the Board of Trustees ratifies this agreement between the FVSD and FVEA dated November 30, 2016.

**Tentative Agreement Between
Fountain Valley School District and
Fountain Valley Education Association
November 30, 2016**

The Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) agree to the following:

1. As part of the 2015-16 Agreement, a 1.00% salary increase was added to the 2015-16 certificated salary schedule and an additional 1.00% salary increase was added to Column I, Step 1 and Column III, Step 24 of the 2015-16 certificated salary schedule, effective July 1, 2016, for a total increase equivalent to a 1.25% for the certificated bargaining unit.
2. An additional 1.50% salary increase will be added to the 2015-16 certificated salary schedule, retroactive to July 1, 2016.
3. A one-time, 1.00% off schedule salary increase for bargaining unit members employed with the district at the time of ratification of the 2016-17 certificated bargaining agreement.
4. An increase of \$1000 to health and welfare benefits, increasing the District's contribution to \$9000 for each full-time certificated bargaining unit member and a pro-rata amount of the \$9000 for part-time certificated bargaining unit members who work at least 50% but less than 75% was effective January 1, 2016. The increase will be covered by the District's Insurance Fund for the 2017 insurance year. Effective January 1, 2018, the increase will be absorbed by the general fund.
5. **CONTRACT LANGUAGE ADDITIONS/CHANGES**

ARTICLE I: RECOGNITION

- A. The District confirms its recognition of the Association as the exclusive representative *for the following certificated unit of employees* recognized by the District per its Resolution on April 29, 1976:
 1. *All regular contracted certificated personnel expressly including the following designations and grouping of positions and classifications: All regular classroom teachers, including regular part-time teachers; Resource Specialist Program Teachers; Special Day Class Teachers; Teachers on Special Assignments; Music Teachers; Nurses; Speech/Language Pathologists; Counselors, and Temporary Teachers who work at least seventy-five percent (75 %) of the school year.*

ARTICLE III: EVALUATION

C. PARTICIPANTS

3. Permanent Bargaining Unit Members, with a history of at least ten (10) years within the District and who comply with ESEA/NCLB certification standards, may select alternative or standard evaluation *and upon mutual agreement between the unit member and the evaluator, may agree to be evaluated every third year (defined as two years of no evaluation between years in which a unit member is evaluated) fifth year (defined as four years of no evaluation between years in which a unit member is evaluated)*, as allowed under Education Code 44664. In these circumstances, either the bargaining unit member or the evaluator may withdraw consent to this five-year evaluation cycle at any time.
4. No changes in first paragraph

Permanent Bargaining Unit Members who are unable to achieve a satisfactory rating on an evaluation initiated by failure to correct instructional deficiencies during a twenty-five (25) instructional day period shall continue to be evaluated on an annual basis until a satisfactory evaluation has been received. As soon as a *Permanent Bargaining* Unit Member has ~~either demonstrated improvement or~~ attained a satisfactory evaluation, *a Permanent Bargaining Unit Member with less than 10 years shall return to his/her every other year cycle of evaluation and a unit member with greater than 10 years shall return to his/her five (5) year cycle of evaluation.*

ARTICLE VII: WAGES

E. LOWER DIVISON COURSES

Lower division courses *may be approved* ~~shall be awarded~~ *and* awarded salary credit if the course taken is determined to have a direct relationship to the educational program.

K. SALARY ADVANCEMENT

Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. Bargaining unit members who *are in the classroom* ~~serve in paid status~~ for at least 75% of the contractual work year shall be given credit advancement on the salary schedule.

ARTICLE IX: LEAVES

B. SICK LEAVE

1. Full-time Bargaining Unit Members shall be entitled to ***ten (10)*** ~~twelve (12)~~ days of paid sick leave per year for purposes of personal illness, or injury. Bargaining Unit Members, exclusive of summer school employees who work less than a full work year as prescribed in Article VI: Hours of Employment shall be entitled to that portion of ***ten (10)*** ~~twelve (12)~~ days' leave as the number of days actually worked related to the number of total days in the full work year.

2. In addition, Full-time Bargaining Unit Members shall be entitled to two (2) additional days of paid sick leave per year. Part-time Bargaining Unit Members shall receive the proportion of the additional days related to the number of total days actually worked. These days will be deducted prior to the ten (10) days used for cumulative credit.

3. Each Bargaining Unit Member is credited in advance with the current year's sick leave entitlement upon initial employment with the District ***and shall receive their sick leave allotment credit for the school year by October 1st.*** ~~By October 1 of the school year, every Bargaining Unit Member shall receive their sick leave allotment credit for the school year.~~

4. ***A Full-time Bargaining Unit Member who does not use the full amount of paid sick leave allowed in any school year shall be given cumulative credit for unused time up to a maximum of ten (10) days. Part-time Bargaining Unit Members shall be given cumulative credit for unused time in the same manner on a pro-rated basis.*** ~~Unused sick leave shall accrue from school year to school year.~~

5. A Bargaining Unit Member who is absent for ½ day or less shall have one-half day deducted from accumulated sick leave. If the absence exceeds ½ day, but is less than one full day, one full day shall be deducted from accumulated sick leave. ***A Bargaining Unit Member who is absent on a modified day shall have one full day deducted from accumulated sick leave.*** This does not prohibit the implementation of Item L of Article VI: Hours of Employment.

D. **PERSONAL NECESSITY LEAVE**

2. The Bargaining Unit Member shall not be required to provide advance notification for leave taken for the following reasons:

- Death or serious illness of a member of his or her immediate family.
- Accident, involving his or her person or property, or the person or property of a member of his or her immediate family. (Ed Code 44981)
- An emergency situation, which requires the attention of the Bargaining Unit Member during work hours.
- *Home protection, in the event of a natural catastrophe such as a flood or fire.*
- *Observance of a religious holiday.*
- *Bereavement for someone other than an immediate family member.*

3. *Five days of personal necessity may also be used for a set of circumstances which cannot be disregarded and which requires the attention of the Bargaining Unit Member during working hours. In this instance the Bargaining Unit Member must provide advanced notification to the site administration prior to taking personal necessity and shall not be required to state the specific reason for use of this type of personal necessity leave. **These days shall not be taken on Back to School Night, Open House, during the testing window, to extend a holiday or vacation period or the last week of school.***

4. *If a Bargaining Unit Member needs to take more than 2 personal necessity days in a row for any reason above, advanced notification and approval must be provided by the site administrator.*

5. *Use of sick leave for personal necessity reasons may not be used for the following purposes:*

- *Personal convenience*
- *Extension of a holiday or vacation period*
- *Recreational activities*
- *Association activities*
- *Matters which can be taken care of outside the work hours*

6. The manner of proof required for confirming that personal necessity was taken only for the purposes identified in this section shall be the signature or initials of the Bargaining Unit Member on the attendance verification document.

~~H. — PATERNITY LEAVE~~

~~Up to five days' leave without loss of salary shall be granted to a Bargaining Unit Member when the birth of a child necessitates his being absent from his school assignment. The leave may be taken before, during or within a reasonably immediate period following the child's birth.~~

I. BONDING LEAVE

1. California Education Code 44977.5 provides differential pay for certificated employees for "bonding leave" for the birth or placement of a child in connection with the employee's adoption or foster care.

2. To be eligible for Bonding Leave provided under Education Code 44977.5, an employee (mother or father) must have worked continuously for the District for twelve (12) months for a minimum of 1,250 hours.

3. Upon request and compliance with District procedures, an employee shall be granted a maximum of twelve (12) work weeks within a twelve (12) month period for reasons of bonding.

4. Bargaining Unit Members must exhaust all available and accumulated sick leave prior to being eligible for differential pay.

5. Bonding leave per couple, both of whom are employed by the Fountain Valley School District, is a maximum of twelve (12) weeks in a twelve (12) month period. The twelve (12) weeks may be split between the couple.

6. The District will make its' contribution towards health and welfare benefits for the employee during the period of bonding leave. The Bargaining Unit Member will continue to be responsible for his or her monthly portion of health and welfare benefits.

7. A minimum duration of bonding leave is two (2) weeks and bonding leave must be taken within twelve (12) months of the birth or placement of the child with the employee.

8. The Bargaining Unit Member is entitled to return to the same location and position as before the Bonding Leave was taken.

~~I. — BIRTH AND CHILD CARE LEAVE (UNPAID)~~

~~1. — To be eligible for Unpaid Birth and Child Care Leave, an employee (mother or father) must have worked continuously for the District for 12 months for a minimum of 1,250 hours, and qualify for participation in the District's group health insurance plan.~~

2. ~~Upon request and compliance with District procedures, an employee shall be granted a maximum of 12 work weeks within a 12-month period of unpaid leave for reasons of birth and child care.~~
3. ~~Leave per couple, both of whom are employed by the Fountain Valley School District, is a maximum of 12 weeks in a 12-month period.~~
4. ~~The amount of any paid leave taken for birth and child care will be subtracted from the amount of Unpaid Birth and Child Care Leave available.~~
5. ~~The District will maintain health benefits during 12 weeks of this leave. At the conclusion of 12 weeks, the employee then has the option to continue health benefits by paying the full premium for the remainder of the leave.~~
6. ~~The employee shall be entitled to return to the same location and position as before the Unpaid Birth and Child Care Leave was taken.~~
7. ~~If an employee decides not to return to work and terminates, then the entire amount of the health insurance premium the District paid for the employee during the leave shall be paid back by the employee. This does not apply if a doctor's certification states the employee is medically unable to return to work.~~

~~J. ADOPTIVE PARENT LEAVE~~

1. ~~The leave may be taken before, during and within a reasonably immediate period following the child's arrival in the home.~~
2. ~~The Bargaining Unit Member shall be entitled to five (5) days of leave without loss of salary when the adoption of a child necessitates an absence from school.~~

~~K. ADOPTIVE PARENT LEAVE (UNPAID)~~

1. ~~To be eligible for Unpaid Adoptive Parent Leave, an employee (mother or father) must have worked continuously for the District for 12 months for a minimum of 1,250 hours, and qualify for participation in the District's group health insurance plan.~~
2. ~~Upon request and compliance with District procedures, an employee shall be granted a maximum of 12 work weeks within a 12-month period of unpaid leave for reasons of adoption, foster care, or any other family care.~~
3. ~~Leave per couple, both of whom are employed by the Fountain Valley School District, is a maximum of 12 weeks in a 12-month period.~~
4. ~~The amount of any paid leave taken for adoption or foster care will be subtracted from the Unpaid Adoptive Parent Leave available.~~

5. ~~The District will maintain health benefits during 12 weeks of this leave. At the conclusion of 12 weeks, the employee then has the option to continue health benefits by paying the full premium for the remainder of the leave.~~
6. ~~The employee shall be entitled to return to the same location and position as before the Unpaid Adoptive Parent Leave was taken.~~
7. ~~If an employee decides not to return to work and terminates, then the entire amount of the health insurance premium the District paid for the employee during the leave shall be paid back by the employee. This does not apply if a doctor's certification states the employee is medically unable to return to work.~~

AA. **RELEASE TIME FOR SPECIAL DISTRICT PROJECTS**

1. A ***Bargaining*** Unit Member who serves as a COTSEN Mentor has the right to return to the school site and position held prior to becoming a COTSEN Mentor. In the event of a surplus of teachers, the involuntary transfer provision will apply (Article XIII.C).
2. A ***Bargaining Unit Member who serves as a Teacher On Special Assignment (TOSA) has the right to return to the school site and position held prior to becoming a TOSA for up to two (2) years. In the event of a surplus of teachers, the involuntary transfer provision will apply (Article XIII. C).***

ARTICLE XIII: TRANSFER AND ASSIGNMENT

G. **FILLING VACANCIES**

1. During the Bargaining Unit Member's duty year, the District shall ***send an email to Bargaining Unit Member's and*** post at each school office a current list of vacancies. In addition, the District shall make available current job information on the District ~~job information line~~ ***website*** on a year-round basis. For each position posted, the list shall show, where appropriate, work location, subject area(s), grade level, and any special qualifications that are desirable. A copy of all vacancies will be ~~sent~~ ***emailed*** to the Association.
2. Each certificated position being filled shall be posted ~~and announced on the job information line~~ for five (5) working days prior to the filling of the job; interviewing may start immediately.
 - a. Should a position become open after the last day of the instructional year, the posting shall be ***emailed to Bargaining Unit Members and*** posted and announced from the last day of instruction until the last duty day of site administrator, or from the first returning day of the site administrator until the position is filled.

Executed this day of November 30, 2016.

Christine Carrasco
Christine Carrasco, President FVEA

Cathie Abdel
Cathie Abdel, Asst. Superintendent, Personnel



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **RESOLUTION 2017-12: CERTIFICATION OF ALL
PROCEEDINGS IN THE NOVEMBER 8, 2016 GENERAL
OBLIGATION BOND ELECTION**
DATE: January 6, 2017

Background:

On August 11, 2016 the Board of Trustees voted to place a \$63 million General Obligation Bond initiative on the November 8, 2016 ballot, subsequently titled Measure O. A Proposition 39 Facilities Bond requires approval by fifty five percent (55%) or more of the votes cast in the election. The results of the November election, certified by the Orange County Registrar of Voters, indicate that Measure O received 15,931 or 64.2% votes in favor, thus approving the Measure.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2017-12, certifying all proceedings in the November 8, 2016, General Obligation Bond Election.

RESOLUTION 2017-12

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT CERTIFYING ALL PROCEEDINGS IN THE NOVEMBER 8, 2016, GENERAL OBLIGATION BOND ELECTION

WHEREAS, the Board of Trustees ("Board") of the Fountain Valley School District previously adopted a resolution ordering a school bond election and authorizing necessary actions in connection therewith ("Bond Resolution"), and an election to authorize the issuance of general obligation bonds was thereafter called and held on November 8, 2016 ("Bond Election"); and

WHEREAS, the Bond Resolution was duly delivered to the Registrar of Voters for Orange County; and

WHEREAS, notice of the Bond Election was duly given; and

WHEREAS, the Bond Election was duly held and conducted for the purpose of voting on a measure for the issuance of bonds of the Fountain Valley School District in the amount of \$63,000,000 ("Bond Measure"); and

WHEREAS, the Board has received from the Orange County Registrar of Voters the Canvass and Statement of Results of the Bond Election ("Certificate of Election"); and

WHEREAS, it appears from the Certificate of Election, a copy of which is attached hereto as Exhibit "A", that fifty-five percent (55%) or more of the votes cast on the Bond Measure were in favor of issuing the aforementioned bonds.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT DOES HEREBY FIND, DETERMINE AND CERTIFY AS FOLLOWS:

Section 1. That entry be made upon the minutes of this meeting that the Bond Measure has been approved by fifty-five (55%) or more of the votes cast at the Bond Election.

Section 2. That all proceedings of the Fountain Valley School District in connection with the Bond Election have been accomplished according to law.

Section 3. That the Clerk of the Board is hereby requested to deliver, or arrange for delivery of, a copy of this Resolution to the County Superintendent of Schools and to the Clerk of the Board of Supervisors of Orange County.

PASSED and ADOPTED this 12th day of January, 2017, by the Fountain Valley School District Board of Trustees, Orange County, California.

AYES:
NAYS:
ABSTAIN:
ABSENT:

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

Board President
Fountain Valley School District

ATTEST:

Clerk of the Board
Fountain Valley School District

EXHIBIT A

**CERTIFICATE OF ELECTION FROM
ORANGE COUNTY**

**CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT
OF THE CANVASS OF THE GENERAL ELECTION RETURNS**

STATE OF CALIFORNIA)
COUNTY OF ORANGE)ss.

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify the following to be a full, true and correct Statement of the Vote of the election listed below, consolidated with the Presidential General Election held on November 8, 2016.

FOUNTAIN VALLEY SCHOOL DISTRICT

JEANNE GALINDO	14,552
IAN COLLINS	10,539
JENNIFER WEIMER	8,574

MEASURE O

YES	15,931
NO	8,871

EARLY VOTING BALLOTS CAST:	487
PRECINCT BALLOTS CAST:	11,374
VOTE-BY-MAIL BALLOTS CAST:	16,021
TOTAL BALLOTS CAST:	27,882

I hereby certify that the number of votes cast for each candidate and measure is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 6th day of December, 2016.



Van Klee

NEAL KELLEY
Registrar of Voters
Orange County



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Christine Fullerton, Assistant Superintendent Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Adopt Resolution 2017-13 to Establish a Special Reserve for Capital Outlay Projects Sub-Fund 40-41**
DATE: December 22, 2016

Background:

The District's Special Reserve for Capital Outlay Projects Fund ("Fund 40") includes the District's investment with the Orange County Treasurer as well as various other sources of revenue. The creation of a sub-fund within Fund 40 would allow the District to separate the original investment funds and all investment income into a sub-fund within Fund 40 and allow for clearer tracking of funds related to the District's investment. It would also allow for timelier completion of the County Treasurer's Quarterly Investment Report.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2017-13 to establish a Special Reserve for Capital Outlay Projects Sub-Fund 40-41.

RESOLUTION NO. 2017-13
of the
BOARD OF TRUSTEES
FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION TO ESTABLISH A SPECIAL RESERVE FOR CAPITAL
OUTLAY PROJECTS SUB-FUND 40-41**

WHEREAS, the District currently holds its investment with the County Treasurer in the Special Reserves for Capital Outlay Projects fund ("Fund 40"); and

WHEREAS, the District would like to establish a sub-fund within the Special Reserves for Capital Outlay Projects fund to provide accurate and specific accounting for all monies related to its investment with the County Treasurer; and

WHEREAS, this would facilitate the preparation of the County Treasurer's Quarterly Investment Report;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Trustees of the Fountain Valley School District authorizes administration to establish a Special Reserve for Capital Outlay Projects, Sub-Fund 40-41:

PASSED AND ADOPTED this 12th day of January, 2017.

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

Clerk of the Board of Trustees
Fountain Valley School District

Fountain Valley School District
Superintendent's Office

ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

December 8, 2016

MINUTES

President Galindo called the regular meeting of the Board of Trustees to order at 5:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Jeanne Galindo	President
Sandra Crandall	President Pro Tem
Lisa Schultz	Clerk
Jim Cunneen	Member
Ian Collins	Member

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

Second: Mr. Cunneen

Vote: 5-0

BOARD WORKSHOP

Superintendent, Mark Johnson, Ed.D., led the Board of Trustees through a seventh session focused on a study of *The Advantage* by Patrick Lencioni. Dr. Johnson began the study by reviewing the governance team's work surrounding Patrick Lencioni's *The Advantage* to date. To frame a discussion of core values, he then shared a video regarding Pulaski Academy football, a team not afraid to question how things are done in order to improve. He noted that in our District, there is an opportunity to question how things are done in order to improve. He shared an overview of our District recently presented to FV Rotary including a review of academic achievement in the District and the systems currently in place regarding our staff focuses in math, reading, science, and history, and our Board's priorities. Furthermore, he reviewed all of the current happenings in the FVSD and asked based on what was shared, what the governance team sees as the District's core values. The group then shared their thoughts on the District since being here. In closing, the Board shared those values each as

BOARD WORKSHOP:
BOOK STUDY: *THE
ADVANTAGE*

individuals selected and why. As a group, they then reached consensus on integrity as a shared core value. Dr. Johnson explained that the focus in our next book study will be on discipline two, creating clarity.

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

PUBLIC COMMENTS

Mrs. Galindo announced that the Board would retire into Closed Session. Action was not 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.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- 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 7:00pm.

PLEDGE OF
ALLEGIANCE

Mrs. Crandall led the Pledge of Allegiance.

OATH OF OFFICE

The Oath of Office was given to board members, Jeanne Galindo and Ian Collins. Elected to the Board of Trustees in the November 2016 election, Mrs. Galindo and Mr. Collins will begin serving four-year terms, through November 2020.

OATH OF OFFICE:
JEANNE GALINDO AND
IAN COLLINS

SPECIAL PRESENTATIONS

The Board of Trustees would like to recognize and thank outgoing Board President Jeanne Galindo for her leadership this past year. The Board of Trustees joined staff and the community in celebrating the successes of 2016 in the Fountain Valley

RECOGNITION OF
OUTGOING BOARD
PRESIDENT JEANNE
GALINDO

School District under her leadership.

The Fountain Valley Rotary Club presented to the Board of Trustees a grant in the amount of \$2,500 to aid the Fountain Valley School District in addressing student literacy. Fountain Valley Rotary President, Marla McGee joined members of Rotary for their generous presentation this evening.

**PRESENTATION OF
GRANT FROM
FOUNTAIN VALLEY
ROTARY CLUB**

The Board of Trustees would like to recognize the hard work and dedication of those individuals committed to facilities improvement in the Fountain Valley School District. Over the past 18 months, through participation in the Facilities Committee, our Facilities Master Plan teams and the School Facilities Engagement Committee, hundreds of individuals, staff, students and members of our community, committed themselves to the planning and preparation of a Facilities Master Plan, the recommendation to our Board of Trustees regarding a general obligation bond and the successful passing of Measure O. On behalf of our students, staff and community, the Board of Trustees celebrated the dedication of these individuals who made this dream a reality in our District.

**RECOGNITION OF
THOSE DEDICATED TO
FACILITIES
IMPROVEMENT IN THE
FOUNTAIN VALLEY
SCHOOL DISTRICT
THROUGH THE PASSING
OF MEASURE O**

Following the recognitions, the Board took a brief recess.

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra presented and reviewed with the Board of Trustees the First Interim Report for the Fountain Valley School District. Mrs. Fullerton began by reviewing the mission statement of the District. She then provided an overview of the State economy, noting that as of October, year-to-date State General Fund revenues were behind forecasts by \$595 million or 1.8%. She also reviewed changes in the FVSD budget since adoption. She then explained assumptions included in the First Interim report. Mr. Guerra provided an overview of revenues included in First Interim including changes in revenue since budget adoption. He noted projected total revenues of \$59,544,099 at First Interim. He also reviewed expenditures and changes since budget adoption. He noted projected total expenditures of \$57,520,569 at First Interim. Mr. Guerra then reviewed the General Fund Balance and components of the ending fund balance. He detailed multiyear budget assumptions and multiyear projections. In addition, Mrs. Fullerton shared the 2016-17 estimated cash income from the Fund 40 investment of \$473,743. She detailed

**FIRST INTERIM
REPORT
PRESENTATION
(WRITTEN AND ORAL)**

as well risk factors for the future including: the increasing PERS and STRS contributions, end of Maintenance Factor repayment, COLA-only environment as we get closer to full implementation of LCFF, the possible end of economic recovery, implementing the LCAP – increased or improved services, and maintaining and/or upgrading facilities. In closing, she reviewed the budget calendar with the Board.

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins' activities since the last Board meeting included: Special Person's Day at Gisler, Dr. Johnson's presentation at FV Rotary, CSBA Annual Education Conference and Delegate Assembly, and the FVSF meeting. He commended the work of the Measure O Committee and wished everyone happy holidays.

Mr. Cunneen congratulated Mrs. Galindo and Mr. Collins' on their reelections. Mr. Cunneen's activities since the last Board meeting included: ACE Committee meeting, meeting with District auditors and the CSBA Annual Education Conference. He wished everyone a merry holiday season.

Mrs. Schultz' activities since the last meeting included: ACE meeting, special Board meeting regarding next steps in facilities and the CSBA Annual Education Conference. She wished everyone happy holidays.

Mrs. Galindo's activities since the last Board meeting included: special Board meeting and CSBA Annual Education Conference. She wished everyone happy holidays.

Mrs. Crandall commended the great work being done by Mrs. Mona Green and her work with our CDC and State Preschools and Extended School Program. Mrs. Crandall's activities since the last meeting included: CSBA Annual Education Conference, Gisler Special Person's Day, Fulton winter band and orchestra concert, and Twilight Program meeting.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Galindo moved to approve Mrs. Crandall as Board President for 2017.

**ELECTION OF BOARD
PRESIDENT FOR 2017**

Second: Mr. Cunneen

Vote: 5-0

Motion: Mr. Collins moved to approve Mrs. Schultz as President Pro Tem for 2017.

ELECTION OF
PRESIDENT PRO TEM
FOR 2017

Second: Mr. Galindo

Vote: 5-0

Motion: Mrs. Crandall moved to approve Mr. Cunneen as Board Clerk for 2017.

ELECTION OF BOARD
CLERK FOR 2017

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Crandall moved to approve the Selection of Representatives to County Committees and Councils and District Committees as discussed.

SELECTION OF
REPRESENTATIVES
TO COUNTY
COMMITTEES AND
COUNCILS AND
DISTRICT
COMMITTEES

Second: Mr. Collins

Vote: 5-0

Motion: Mr. Collins moved to approve the Selection of Board Meeting Dates for 2017.

SELECTION OF
BOARD MEETING
DATES FOR 2017

Second: Mr. Cunneen

Vote: 5-0

Motion: Mrs. Crandall moved to approve submission of Ian Collins in Nomination for CSBA Delegate Assembly.

CSBA DELEGATE
ASSEMBLY
NOMINATIONS

Second: Mrs. Schultz

Vote: 5-0

Motion: Mr. Collins moved to approve Adoption of Fountain Valley School District Policy Manual for First Reading.

ADOPTION OF
FOUNTAIN VALLEY
SCHOOL DISTRICT
POLICY MANUAL

Second: Mr. Cunneen (FIRST READING)

Vote: 5-0

Motion: Mrs. Crandall moved to approve the Consent Calendar. CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mr. Collins

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the November 17th regular meeting
- Board Meeting Minutes from the November 22nd special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Approval of 2016-17 First Interim Report
- Review and Approval of 2015-16 Financial Audit
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Speech Lang. Dev. Center	\$23,400	7/1/16-6/30/17

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Congratulated Mr. Collins and Mrs. Galindo on their reelections. He congratulated Mrs. Weimer as well for her campaign and her results, noting that we look forward to continuing to work with her as a parent in our District. He congratulated the newly elected officers on their roles for 2017. In addition, he noted the work being done in our District surrounding teaching and learning. He noted that yesterday our reading professional development day was one of the most exceptional days of PD he has ever seen. He commended Dr. McLaughlin, Dr. Hoefer, Mrs. Lara Epling, and Mrs. Stephanie Rigdon for their work, noting that he could not be more proud. He explained the three tenants of the

day: best first instruction on the five components of reading instruction; use data; and academic support beyond that of the classroom teacher to assist kids to be with their grade level peers. Furthermore, he noted that TOSAs Joanna Burch and Page Hertzberg are doing amazing work as well. Lastly, he noted that the election has been certified and we wish to thank all the staff and community members involved. In closing, he wished happy holidays to all.

ADJOURNMENT

Motion: Mr. Cunneen moved to adjourn the meeting at 9pm.

Second: Mrs. Schultz

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

January 5, 2017

MINUTES

President Crandall called the special meeting of the Board of Trustees to order at 5:30pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

Sandra Crandall	President
Lisa Schultz	President Pro Tem
Jim Cunneen	Clerk
Ian Collins	Member
Jeanne Galindo	Member

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

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

Mrs. Schultz led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

BOARD WORKSHOP

District Counsel Martin Hom of Atkinson, Andelson, Loya, Ruud and Romo, led the Board of Trustees through a discussion of construction delivery options in the Fountain Valley School District following the passing of Measure O.

Mr. Hom opened the workshop by explaining the heart of public contracting guided by California Public Contract Code §100. He covered four main project delivery methods including: Design-Bid-Build, Lease-Leaseback, Construction Manager, and Design-Build. Regarding Design-Bid-Build, "lump sum, low bid," he explained that this is for public projects, a contract involving an expenditure of fifteen thousand dollars, where the contract is awarded to the lowest responsible bidder. He also reviewed the Uniform Construction Public Construction Cost Accounting Act. Following this, he reviewed Lease-Leaseback (LLB) explaining that the owner hires an architect/engineer and contractor who

FACILITIES WORKSHOP

work through the design process together. There are two agreements involved; the site is leased to the contractor and then leased back to District after improvements are completed. LLB requirements include that contractors provide an “enforceable commitment” to use “skilled and trained workforce” to perform the work; a competitive process (best value procurement) when selecting LLB contractor; and expressly authorizes preconstruction services. In addition, he reviewed Construction Management (CM) where a “local agency head” may select providers of construction management services. Construction Management—Agency means that the CM acts as the District’s agent to manage a traditional design-bid-build project, acting as the eyes and ears of the District for the project. Furthermore, in CM—Multi Prime, the CM acts as the District’s agent to manage a group of multiple prime contractors with complimentary scopes of work. In addition, Mr. Hom reviewed Construction Management At-Risk. Lastly, he reviewed Design-Build where a design and construction are awarded to one entity. Selection will be based on “best value” but must be specified; must use a prequalification procedure established by the Department of Industrial Relations; and the project must exceed \$1,000,000. Following this, Dr. Johnson thanked Mr. Hom for this information and his presentation. In addition, he asked the Board to start thinking of what additional information they may want to see, noting opportunities for further discussion and the vetting of options at the January 12th meeting, January 26th special meeting, in addition to opportunities in February. Mrs. Crandall clarified that if trustees have any questions or requests for information they should direct these to Dr. Johnson.

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

PUBLIC COMMENTS

Mrs. Crandall announced that the Board would retire into Closed Session. Action was not 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.
- Pupil Personnel: *Education Code 35146*

Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- 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.

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 7:34pm.

Second: Mr. Cunneen

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
January 12, 2017**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2016-2017 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Duer, Michelle	EEK	Oka	02/01/2017

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Ellis, Kristen	Middle School/Science	Masuda	Maternity	01/03/2017
1.2.2	Sprague, Michelle	Classroom Teacher	Courreges	Maternity	03/13/2017
1.2.3	Querry, Tracy	Classroom Teacher	Plavan	Maternity	04/24/2017

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2016-2017 CERTIFICATED, SPEECH/LANGUAGE & SCHOOL NURSE SALARY SCHEDULES REFLECTING AN ADDITIONAL 1.5% SALARY INCREASE, EFFECTIVE 07/01/2016 (see attachments).

- 1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE HOURLY RATE OF PAY \$29.79 FOR ADDITIONAL DUTY FOR ALL CERTIFICATED PERSONNEL FOR THE 2016-2017 SCHOOL YEAR.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
January 12, 2017**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Saros, Hanna	Plavan	IA Special Education	12/01/2016
2.1.2	Macias, Carina	Gisler	P/S Aide	01/04/2017

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Tran, Jimmy	Oka	ESP Aide	12/09/2016

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.3.1	Sanchez, Carissa	Gisler/Courreges	IA/ESP Aide	Baby Bonding	01/03/2017
2.3.2	Brown, Suzanne	Food Services	Food Service Technician	Medical	12/12/2016

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CONFIDENTIAL EMPLOYEE, DONNA JOHNSON FROM SENIOR PAYROLL TECHNICIAN- PERSONNEL, TO CLASSIFIED PERSONNEL TECHNICIAN- PERSONNEL, EFFECTIVE 12/01/2016.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Bui, Thuy	Advanced Budgeting	OCDE	Actual & Necessary	012849380-5210	January 27, 2017
3.2	Hessler, Ross Johnson, Donna Mullin, William	CSPCA Conference	San Francisco, CA	Actual & Necessary	012819771-5210	January 26-29, 2017
3.3	Fullerton, Christine Hastie, Joe Johnson, Mark	Cash Annual Conference	Sacramento, CA	Actual & Necessary	012719380-5210	February 20-22, 2017

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

January 12, 2017

<i>EDUCATIONAL SERVICES</i>

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	ROSE, Jennifer (Fulton)	Sports coach for girls and boys volleyball	\$500 stipend + benefits (per sport)	010232989-1115	2016-2017 school year
4.2	AGNES, Nicole (Fulton)	Tobacco-Use Prevention Education (TUPE) Services	\$1,250	012539961-1255	January 12, 2017 thru June 30, 2017
4.3	MCFERRAN, Allyson (Masuda)	Tobacco-Use Prevention Education (TUPE) Services	\$1,250	012539961-1255	January 12, 2017 thru June 30, 2017
4.4	LABARE, Megan (Talbert)	Tobacco-Use Prevention Education (TUPE) Services	\$500	012539961-1255	January 12, 2017 thru June 30, 2017

FOUNTAIN VALLEY SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE (185 Days) 2016-2017

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	45,504	48,703	52,374	55,067	58,253
2	47,349	51,194	54,605	57,925	61,215
3	50,052	53,696	57,328	60,760	64,180
4	52,554	56,195	60,068	63,607	67,154
5	54,605	58,701	62,799	66,452	70,121
6	56,886	61,212	65,523	69,298	73,094
7	59,140	63,714	68,253	72,148	76,047
8			70,988	75,287	79,040
9			73,723	77,832	82,005
10			76,445	80,680	84,973
11					87,943
12				83,502	91,001
15				86,425	95,884
18					99,245
21					100,777
24					104,834

FOUNTAIN VALLEY SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE 2016-2017
 Speech and Language/School Nurse (195 Days)

STEP	COLUMN S1	COLUMN S2	COLUMN I	COLUMN II	COLUMN III
	BA	BA + 15	BA + 30	MA or BA +45	BA + 60
1	47,964	51,336	55,204	58,045	61,402
2	49,907	53,960	57,558	61,056	64,523
3	52,757	56,597	60,428	64,043	67,650
4	55,395	59,232	63,315	67,045	70,783
5	57,558	61,873	66,193	70,044	73,912
6	59,959	64,520	69,067	73,044	77,044
7	62,337	67,158	71,940	76,047	80,157
8			74,827	79,357	83,312
9			77,708	82,040	86,436
10			80,576	85,041	89,566
11					92,696
12				88,016	95,921
15				91,098	101,067
18					104,610
21					106,224
24					110,500

Board Approved: _____

Effective Date: 07-01-2016

Hourly Rate \$29.79

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 1/12/2017

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
DIST. OFFICE			
	FV Schools Foundation	\$100.00	Copying costs for monthly FVSF mtgs
	OC Community Foundation	\$16,500.00	Two part time VAPA Co-Coordinator for District's Strategic Arts Education
	FV Rotary Charitable Association	\$2,500.00	For Funding at Tamura School
PLAVAN			
	Tom Vo's Taekwondo	\$800.00	Instructional Supplies
TALBERT			
	Talbert ASB	\$2,263.67	ASB Advisor & Bookkeeper 1st half stipend
	Talbert PTO	\$879.00	After school clubs & homework help
	Talbert PTO	\$491.40	STEAM Transportation Costs
TAMURA			
	Wells Fargo Community Support Program	\$60.00	Principal's Discretion
	Merck Foundation	\$26.95	Principal's Discretion
	Merck Foundation	\$26.95	Principal's Discretion
	Mr. Joseph Hoang	\$800.00	Ipad Mini's & Principal's discretion
	YourCause, LLC Trustee for Pricewaterhouse	\$25.00	Principal's Discretion

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING JANUARY 12, 2017**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing

Warrant Numbers: 74950 - 75254

Dates: 11/30/2016 - 12/29/2016

Fund 01	General Fund	453,979.46
Fund 12	Child Development	17,479.25
Fund 13	Cafeteria	48,846.61
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	8,857.57
Fund 68	Worker Comp	98,787.95
Fund 69	Insurance	701,793.92

TOTAL	\$	1,329,744.76
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4144	LYTLE SCREEN PRINTING INC.	1,554.12	340.20	016919295 5580	7240 SpEd Transportaion-Fuel / Uniform Cleaning
K20M4145	DTSC	265.00	265.00	012869390 5540	Maintenance / Waste Disposal
K20M4146	TIME AND ALARM SYSTEMS INC.	877.00	877.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4147	CRANDALL'S PLUMBING INC.	250.00	250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4148	AMERICAN ENVIRONMENTAL SPECIAL	1,910.50	1,910.50	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4149	DAPPER TIRE COMPANY	600.00	600.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4150	METRO BUSINESS SOLUTIONS INC.	129.48	129.48	012869390 4330	Maintenance / Printing/Xerox Supplies
K20M4203	AMERICAN TECHNOLOGIES	2,984.00	2,984.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4204	REFRIGERATION CONTROL COMPANY	275.00	275.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4205	REFRIGERATION CONTROL COMPANY	675.72	675.72	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4206	DIGITAL NETWORKS GROUP INC.	810.00	810.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4207	GRAINGER INC.	273.72	273.72	012899390 4343	Gardening / Gardening Supplies
K20M4210	FLORENCE FILTER CORPORATION	383.24	383.24	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4213	HUNTINGTON BEACH GLASS & MIRRO	143.91	143.91	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4214	MIRACLE RECREATION EQUIPT	1,393.55	1,393.55	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4215	ORTCO INC	1,500.00	1,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4216	VALIANT NATIONAL AV SUPPLY	1,620.00	1,620.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4217	UNITED PARCEL SERVICE	30.00	30.00	012869390 5899	Maintenance / Other Operating Expenses
K20M4218	ORANGE COUNTY PUMPING INC	450.00	450.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4219	WALTERS WHOLESALE ELECTRIC CO	773.78	773.78	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4220	BEACH WIRE & CABLE INC.	5,193.36	5,193.36	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4221	TURF STAR INC.	250.00	250.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
K20M4222	MENDTRONIX INC.	450.76	450.76	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20R0724	SURPLUS TWO WAY RADIOS	323.98	323.98	012723131 4325	Sch Site Admin - Gisler / Office Supplies
K20R0821	SCHOOL SERVICES OF CALIFORNIA	2,050.00	410.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
			410.00	010059771 5210	Contractual Obligation - Class / Travel, Conference, Worksho
			410.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			205.00	012719275 5210	Educational Services Admin / Travel, Conference, Workshop
			205.00	012719380 5210	Business Department / Travel, Conference, Workshop
			205.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
K20R0821	SCHOOL SERVICES OF CALIFORNIA	2,050.00	205.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
			282.72	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R0836	APPLE COMPUTER ORDER DEPARTMEN	282.72	282.72	012109078 4399	Tech/Media Office Operation / Equipment Under \$500

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0837	BARNES AND NOBLE	171.94	171.94	011235675 4310	State Standards Discret-READING / Instructional Supplies
K20R0844	AMAZON.COM LLC	113.02	113.02	012109076 4320	E-Rate / Computer Supplies
K20R0847	AMAZON.COM LLC	258.33	258.33	012731010 4327	Health Supplies - Tamura / Health Supplies
K20R0848	TEXTBOOK WAREHOUSE	291.60	291.60	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R0849	SOUTHWEST SCHOOL AND OFFICE SU	288.15	288.15	010055175 4310	State Standards-MATH / Instructional Supplies
K20R0851	SURPLUS TWO WAY RADIOS	85.89	85.89	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
K20R0852	FOREST PLYWOOD SALES	179.35	179.35	010142989 4311	Donations - Fulton / Elective Supplies
K20R0853	SCANTRON CORPORATION	804.56	804.56	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R0854	SCHOOL SPECIALTY	192.94	192.94	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
K20R0855	KAEDEN CORPORATION	117.18	117.18	011235675 4310	State Standards Discret-READING / Instructional Supplies
K20R0857	PEARSON CLINICAL ASSESSMENT	122.32	122.32	012739964 4322	Medi-Cal Billing-OT Services / Testing Supplies
K20R0858	LEVEL 27 MEDIA	37.80	37.80	012719470 4325	Personnel Department / Office Supplies
K20R0862	LAKESHORE LEARNING MATERIALS	270.00	270.00	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
K20R0864	SCHOOL SPECIALTY	199.07	199.07	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
K20R0865	GUITAR CENTER INC.	392.20	392.20	010099276 5645	Instrumental Music-Insurance / Outside Svcs-Repairs & Mainte
K20R0866	BRAINPOP	2,478.60	2,478.60	010014040 4410	Sch Site Instr - Plavan / Fixed Assets \$500-\$5000
K20R0867	CDWG	671.95	671.95	010113255 4310	Title I - Cox / Instructional Supplies
K20R0868	GRAVES, LAW OFFICES OF MAUREEN	22,187.50	22,187.50	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
K20R0869	SOUTHWEST SCHOOL AND OFFICE SU	25.44	25.44	012109078 4325	Tech/Media Office Operation / Office Supplies
K20R0871	STAPLES	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0872	BENTLEY PRINTING & GRAPHICS IN	278.76	278.76	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0873	CERTIFIED TRANSPORTATION BUS C	1,470.30	1,470.30	010014089 5811	Donations - Plavan / Transportation Outside Agency
K20R0874	CERTIFIED TRANSPORTATION BUS C	1,357.20	1,357.20	010013289 5811	Donations - Cox / Transportation Outside Agency
K20R0878	CSM CONSULTING INC	2,825.00	2,825.00	012109076 5813	E-Rate / Consultant
K20R0880	AMAZON.COM LLC	316.96	27.24	012059385 4325	Publications / Office Supplies
			155.91	012849380 4320	Fiscal Services / Computer Supplies
			7.19	012849380 4325	Fiscal Services / Office Supplies
			126.62	012849380 4330	Fiscal Services / Printing/Xerox Supplies
K20R0881	ORANGE COUNTY DEPARTMENT OF ED	525.00	175.00	010018255 5210	Title I - Instructional / Travel, Conference, Workshop
			350.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
K20R0885	ORANGE COUNTY DEPARTMENT OF ED	190.00	190.00	010142929 5210	Sch Site Instr - Fulton / Travel, Conference, Workshop
K20R0886	BOOKSOURCE	4,499.74	4,499.74	010113255 4310	Title I - Cox / Instructional Supplies
K20R0887	SCHOOL HEALTH CORPORATION	19.47	19.47	012731010 4327	Health Supplies - Tamura / Health Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0888	ORANGE COUNTY REGISTER	245.62	245.62	012849380 4325	Fiscal Services / Office Supplies
K20R0890	STUDIES WEEKLY INC.	266.80	266.80	011235675 4310	State Standards Discrt-READING / Instructional Supplies
K20R0895	SOUTHWEST SCHOOL AND OFFICE SU	517.68	517.68	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R0896	SCHOOL NURSE SUPPLY INC	143.73	143.73	012731616 4327	Health Supplies - Newland / Health Supplies
K20R0897	COASTLINE URGENT CARE	185.00	185.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
K20R0899	NEW MANAGEMENT	142.56	142.56	010014089 4310	Donations - Plavan / Instructional Supplies
K20R0900	LAKESHORE LEARNING MATERIALS	352.00	352.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
K20R0901	HATFIELD, AYUMI	700.00	700.00	012509861 5813	Interpreter Aide / Consultant
K20R0904	EAGLE SOFTWARE INC.	600.00	600.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
K20R0905	PYRAMID EDUCATIONAL CONSULTANT	127.44	127.44	010019962 4310	Medi-Cal Billing - S&L / Instructional Supplies
K20R0906	AMAZON.COM LLC	29.56	29.56	010019962 4320	Medi-Cal Billing - S&L / Computer Supplies
K20R0907	SCHOOL SERVICES OF CALIFORNIA	90.00	90.00	012719470 4325	Personnel Department / Office Supplies
K20R0908	PRO-ED INC.	2,300.83	2,300.83	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
K20R0910	ORANGE COUNTY DEPARTMENT OF ED	170.00	85.00	012109078 5210	Tech/Media Office Operation / Travel, Conference, Workshop
			85.00	012395298 5210	7395 Sch/Libr Impr Admin-DO / Travel, Conference, Workshop
K20R0911	BARNES AND NOBLE	5,309.19	5,309.19	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
K20R0912	STAPLES	136.42	136.42	010028255 4322	Intervention-Administrative / Testing Supplies
K20R0913	BARNES AND NOBLE	5,295.64	5,295.64	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
K20R0914	BARNES AND NOBLE	4,630.90	4,630.90	011235275 4310	State Standards Discrt-ELA / Instructional Supplies
K20R0915	AMAZON.COM LLC	49.08	49.08	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
K20R0916	EDUCATIONAL DATA SYSTEMS	45.00	45.00	010028255 4322	Intervention-Administrative / Testing Supplies
K20R0917	XCELL INC.	60.00	60.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplies
K20R0919	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0920	SOUTHWEST SCHOOL AND OFFICE SU	38.98	38.98	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R0921	BLICK ART MATERIALS	106.85	106.85	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0922	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0923	SOUTHWEST SCHOOL AND OFFICE SU	270.00	270.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0924	SOUTHWEST SCHOOL AND OFFICE SU	43.54	43.54	010019961 4325	Medi-Cal Billing-Instructional / Office Supplies
K20R0925	SURPLUS TWO WAY RADIOS	394.08	27.96	010014089 4310	Donations - Plavan / Instructional Supplies
			366.12	010014089 4399	Donations - Plavan / Equipment Under \$500
K20R0926	GROWING EDUCATORS INC	250.00	250.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
K20R0929	LARRY AND CARLA GUSTAFSON	14,875.00	14,875.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
K20R0932	SCHOOL SPECIALTY	162.00	162.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0933	ARIEL SUPPLY INC.	789.90	789.90	012849380 4330	Fiscal Services / Printing/Xerox Supplies
K20R0934	LAKESHORE LEARNING MATERIALS	54.00	54.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0935	LEVEL 27 MEDIA	86.40	86.40	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20R0936	METRO BUSINESS SOLUTIONS INC.	150.72	150.72	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R0937	LAKESHORE LEARNING MATERIALS	22.00	22.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0938	LAKESHORE LEARNING MATERIALS	22.00	22.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0940	SOUTHWEST SCHOOL AND OFFICE SU	186.00	186.00	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
K20R0941	PEARSON CLINICAL ASSESSMENT	2,022.53	2,022.53	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
K20R0943	METRO BUSINESS SOLUTIONS INC.	64.79	64.79	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20R0944	HOME DEPOT	100.00	100.00	010142989 5899	Donations - Fulton / Other Operating Expenses
K20R0945	KNOWLEDGENET ENTERPRISES LLC	2,980.00	2,980.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
K20R0946	SHI INTERNATIONAL CORP	882.38	882.38	011235575 4410	State Standards Discrt-INTRV / Fixed Assets \$500-\$5000
K20R0947	DATALINK CORPORATION	320,750.94	160,375.47	012109075 6299	Technology-Capital Projects / Other Building & Improvement
			160,375.47	012109076 6299	E-Rate / Other Building & Improvement
K20R0948	METRO BUSINESS SOLUTIONS INC.	205.19	205.19	012719470 4330	Personnel Department / Printing/Xerox Supplies
K20R0951	COALITION FOR ADEQUATE SCHOOL	2,910.00	2,910.00	012719380 5210	Business Department / Travel, Conference, Workshop
K20S8014	P & R PAPER SUPPLY COMPANY	50.28	50.28	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8015	WAXIE	229.49	229.49	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8016	P & R PAPER SUPPLY COMPANY	121.96	121.96	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	435,711.59	434,497.67		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0841	LAKESHORE LEARNING MATERIALS	162.00	162.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0859	LAKESHORE LEARNING MATERIALS	216.00	216.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:		378.00	378.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

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K20R0839	CHEFS' TOYS	620.28	56.16	133207380 4399	Cafeteria Fund / Equipment Under \$500
			564.12	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
K20R0846	CHEFS' TOYS	1,509.30	1,509.30	133207380 4399	Cafeteria Fund / Equipment Under \$500
K20R0861	REFRIGERATION CONTROL COMPANY	380.52	380.52	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0883	CALIFORNIA DEPARTMENT OF EDUCA	486.20	486.20	133207380 4710	Cafeteria Fund / Food
K20R0918	REFRIGERATION CONTROL COMPANY	642.97	642.97	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
	Fund 13 Total:	3,639.27	3,639.27		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4211	ORANGE COUNTY PUMPING INC	450.00	450.00	402998990 5645	Moiola Improvement Projects / Outside Srvs-Repairs & Mainte
	Fund 40 Total:	450.00	450.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0898	KEENAN & ASSOCIATES	21,708.00	21,708.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
	Fund 68 Total:	21,708.00	21,708.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 01/12/2017

FROM 11/30/2016 TO 01/03/2017

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			460,672.94		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

01/12/2017

FRO 11/30/2017 TO 01/03/2017

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

+0.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2017 16

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	561,618.00	534,628.00
3101	STRS-CERTIFICATED POSITIONS	62,621.00	59,189.00
3201	PERS-CERTIFICATED	200.00	46.00
3313	MEDICARE-CERTIFICATED	7,218.00	6,825.00
3353	ARP-CERTIFICATED	25.00	511.00
3355	OASDI-CERTIFICATED	73.00	25.00
3501	SUI-CERTIFICATED	250.00	236.00
3601	WORKERS'COMP-CERTIFICATED	11,241.00	10,628.00
4200	BOOKS OTHER THAN TEXTBOOKS	30,000.00	10,000.00
4300	MATERIALS & SUPPLIES	204,678.00	387,129.00
4400	NONCAPITALIZATION EQUIPMENT	100,000.00	56,204.00
5200	TRAVEL & CONFERENCES	100.00	1,300.00
5600	RENTAL,LEASE,REPAIR & NON CAP	50.00	1,183.00
5713	Direct Cost-Printing & Reprod	195.00	5,195.00
5800	PROF/CONS SERV & OPER EXPENSE	105,476.00	173,583.00
8600	LOCAL INCOME		58,184.00
9780	OTHER ASSIGNMENTS	74,781.00	
9790	UNASSIGNED/UNAPPROPRIATED	255,000.00	225,028.00
Subfund Total:		1,413,526.00	1,529,894.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, January 12, 2017.

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 #:

2017 17

Adjustment of Funds

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
8200	FEDERAL INCOME		3,820.00
8600	LOCAL INCOME	72,921.00	
9740	RESTRICTED BALANCE	69,101.00	
Subfund Total:		142,022.00	3,820.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, January 12, 2017.

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

Board meeting of January 12, 2017



SO 2016-17/B17-28
Fountain Valley School District
SUPERINTENDENT'S OFFICE

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Superintendent
SUBJECT: **Fountain Valley School District Policy Manual (Second Reading and Adoption)**
DATE: January 6, 2017

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 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.

In order to assist with this effort, at their February 19, 2015 meeting, the Board of Trustees approved contracting with CSBA for their Policy Development Workshop (PDW). This workshop facilitated the review and customization of the CSBA template policies by our district's policy review team through work with one of their policy consultants in the District over 2-3 days. The policy review team met with a CSBA consultant in July 2015 and continued review and revision of our policy manual over the next 6 months. A draft policy manual was generated and shipped to our Board of Trustees for consideration and adoption. Once adopted, CSBA will provide a final copy of the new policy manual.

In addition, through CSBA's Policy Online, our policy manual will be posted online, allowing our district to provide access to parents, students and community members through a "public account".

Recommendation:

It is recommended that the Board of Trustees approves the Fountain Valley School District Policy Manual for second reading and adoption with changes as indicated by the Board. It is noted that this manual will replace the existing Policy Manual for the Fountain Valley School District.



SO: 2016-17/B17-29
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report**
(Quarter #2: October 1 – December 31, 2016)
DATE: January 6, 2017

Background:

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

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

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

Williams Quarterly Report: October 1 through December 31, 2016

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the second quarter of the 2016-17 year and approves its submittal to the Orange County Department of Education.



2016-17 Quarterly Report Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Mark Johnson, Ed.D.

Title: Superintendent

- | | | |
|--|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 - September 30, 2016 | Report due by October 28, 2016 |
| <input checked="" type="checkbox"/> Quarter #2 | October 1 - December 31, 2016 | Report due by January 27, 2017 |
| <input type="checkbox"/> Quarter #3 | January 1 - March 31, 2017 | Report due by April 28, 2017 |
| <input type="checkbox"/> Quarter #4 | April 1 - June 30, 2017 | Report due by July 28, 2017 |

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			
Teacher Vacancies or Misassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: _____ Date: 1/12/2017

Please submit to:

Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336; Email: tsavas@ocde.us; Fax: (714) 327-1371



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Julianne Hoefer, Director Educational Services
SUBJECT: **AGREEMENT FOR DISTRICT PARTICIPATION IN THE
TWILIGHT EDUCATION PROJECT**
DATE: January 6, 2017

Background:

The Twilight Education Project is a collaborative community effort to support non-English speaking parents in the local area. Community partners include the Boys and Girls Club of Huntington Valley, Huntington Beach City School District, Huntington Beach Union High School District, Ocean View School District, and Coast Community College District.

The goals of the Twilight Education Project are to expand literacy, parenting, and basic skills to help parents support their children academically, socially, and financially. Additionally, the program includes homework help, tutoring, school readiness services, and infant care for the children of class participants. The Twilight Education Project is held on the campus of Golden West College three nights a week during the school year. All services and transportation are provided at no cost to families. The program serves the communities of Fountain Valley, Huntington Beach, and portions of Westminster.

For many years, the Fountain Valley School District has participated as a member of the Twilight Education Project collaborative. The proposed agreement would continue the District commitment to promote the Twilight Education Project, to provide identified school parking lots as bus pick-up and drop-off locations for participants, and participation by a District representative in the quarterly meetings of the Twilight Education Project collaborative.

Fiscal Impact:

There is a small fiscal impact associated with the Twilight Education Project agreement related to publicity to solicit participants from the Fountain Valley School District. It is incorporated into the existing Title III budget.

Recommendation:

It is recommended that the Board of Trustees approves the agreement for District participation in the Twilight Education Project.

AGREEMENT FOR THE TWILIGHT EDUCATION PROJECT

This Agreement, entered into this 17th day of February 2017, which date is enumerated for purposes of reference only, is by and between the Huntington Beach City School District, Huntington Beach Union High School District, Fountain Valley School District, Ocean View School District, Coast Community College District (collectively “Districts”) and the Boys & Girls Clubs of Huntington Valley (collectively “Parties” and individually “Party”) for the purposes of creating, operating and mutually collaborating on the Twilight Education Project.

RECITALS

WHEREAS, in 2003, with the help of a capacity building grant, the Children and Families Commission of Orange County funded a comprehensive, no cost program for English as a Second Language (ESL) families that prepares preschoolers for mainstream schools; gives tutoring and enrichment program opportunities to school age children; and provides ESL classes, life skills workshops and job skills training for parents, known as the Twilight Education Project;

WHEREAS, the Twilight Education Project has operated as a collaborative since 2003, drawing on the expertise and resources of several community partners;

WHEREAS, the Boys & Girls Clubs of Huntington Valley (BGCHV) accepted the role of lead agency in creating, operating, and sustaining the Twilight Education Project currently operated at Golden West College within the Coast Community College District (CCCD);

WHEREAS, the Huntington Beach Union High School District (HBUHSD) has the qualified staff to provide the instruction for the Twilight Education Project;

WHEREAS, the Huntington Beach City School District (HBCSD) has the qualified staff to work together with BGCHV in providing professional development support to BGCHV staff in the infant care, preschool and kindergarten school readiness program, providing two (2) tutors (subject to categorical program funding) to support Grades 1 through 8 enrichment activities for the children whose parents are participating in the Twilight Education Project, providing parent education lessons, and providing outreach to the targeted population;

WHEREAS, the Fountain Valley School District (FVSD) and Ocean View School District (OVSD) would provide outreach to the targeted population;

WHEREAS, the Orange County Transportation Authority (OCTA) provided partial funding to pay for school busses utilized to meet the transportation needs of the participating parents and their children;

WHEREAS, the Parties realized the need to embody their respective understandings into an agreement; and

WHEREAS, the Parties have a long history of working cooperatively to serve the community and wish to continue that cooperative partnership under this Agreement;

NOW, THEREFORE, in consideration of the above referenced recitals, the Parties agree as follows:

1. Goal of the Twilight Education Project. The Parties agree that the goal of the Project is to provide English as a Second Language (ESL) Programs to non-English speaking parents with no cost evening courses to expand the literacy and basic skills of these parents, while at the same time providing infant care, preschool and Kindergarten school readiness and Grades 1-12 enrichment activities to the children of these parents. The Twilight Education Project is more particularly described in Exhibit A.

2. Coast Community College District. The Coast Community College District (CCCD) agrees to permit usage of three (3) designated classrooms at Golden West College for the Twilight Education Project for the parents, depending upon enrollment, every Tuesday, Wednesday, Thursday evenings, between 6 p.m. to 9 p.m. each semester, and to permit usage of restrooms at Golden West College, more particularly described in the Application/Permit for Use of College Facility and Agreement submitted to CCCD by the BGCHV. CCCD shall not provide security nor staff for the Twilight Education Project.

3. The Boys & Girls Clubs of Huntington Valley. The Boys & Girls Clubs of Huntington Valley (BGCHV) agrees, based upon available funding, to the following: (1) to enroll (through a formal registration application), provide, and operate (including, but not limited to, a daily check-in and check-out protocols and attendance log for children) the Twilight Education Project (Exhibit B); (2) to provide a project coordinator to oversee the entire Twilight Education Project; (3) to assign a sufficient number of qualified BGCHV personnel with all appropriate criminal background clearances to supervise, conduct, and provide the infant care, preschool and kindergarten school readiness and Grades 1-12 enrichment activities (BGCHV will provide verification of criminal background clearances of its personnel upon request by any of the Districts); (4) to ensure that all children are properly supervised and cared for while present at Golden West College; (5) to provide access to emergency care such as First Aid/AED/CPR with properly trained and certified personnel; and (6) to provide all necessary transportation for the parents and children participating in the Twilight Education Project.

4. The Huntington Beach Union High School District. The Huntington Beach Union High School District (HBUHSD) agrees to the following: (1) to make all decisions regarding the

ESL Program for the parents, including supervision of the ESL Program, and to be responsible for the enrollment and attendance logs of parents in the ESL Program through HBUHSD's formal registration application and to ensure compliance with the "Barriers to Success Guidelines and Questionnaire," which are subject to change depending on federal and/or state laws (Exhibit C); (2) to provide literacy, language and basic skills instruction by certificated staff for the ESL Program for the parents participating in the ESL Program; and (3) to do outreach to the target population.

5. Huntington Beach City School District. Huntington Beach City School District (HBCSD) agrees to the following: (1) to work together with BGCHV to provide professional development support to BGCHV staff in infant care, preschool and kindergarten school readiness program; (2) to provide two (2) tutors (subject to categorical program funding) who will work under the direction and supervision of BGCHV to support Grades 1 through 8 enrichment activities for the children whose parents are participating in the ESL Program; (3) to provide parent education lessons on the first Tuesday of each month; and (4) to provide program outreach to target population.

6. Fountain Valley School District. Fountain Valley School District (FVSD) agrees to the following: (1) to provide program outreach to the target population; and (2) to allow for access to school property for pick-up and drop off of parents and children at specified school sites.

7. Ocean View School District. Ocean View School District (OVSD) agrees to the following: (1) to provide program outreach to the target population; and (2) to allow for access to school property for pick-up and drop off of parents and children at specified school sites.

8. Term. This Agreement commences on February 17, 2017, and will continue for three (3) years and shall end on February 17, 2020. This Agreement may be renewed on a yearly basis provided all Parties enter into a written amendment to this Agreement setting forth the agreed upon terms and conditions.

9. Termination. Any Party to this Agreement may terminate its participation in this Agreement, in its sole discretion, upon thirty (30) days prior written notice given to the other Parties specifying the desired date of termination.

10. Materials. All Parties shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete their respective portion of the services to be provided pursuant to this Agreement.

11. Meetings. Meetings will be held with representatives from each of the Parties as mutually agreed to by all the Parties to discuss any issues affecting the Twilight Education Project.

12. Compliance With Applicable Laws. All Parties agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to their respective organizations, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.

13. Independent Contractor. All Parties, in the performance of this Agreement, shall be and act as independent contractors. Each Party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of any other Party, and are not entitled to benefits of any kind or nature normally provided employees of said Party and/or to which that Party's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Each Party assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Each Party shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to its employees.

14. Hold Harmless. Each Party shall defend, hold harmless and indemnify the other Party, its governing board, officers, administrators, and employees, from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including, but not limited to, consequential damages, from any cause whatsoever arising from or connected with the services hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying Party, its officers, administrators or employees. This indemnity provision shall survive the term of this Agreement and is in addition to any other rights or remedies that any Party may have under law and/or this Agreement.

15. Insurance. The Parties agree to carry such insurance to ensure their ability to adhere to the indemnification requirements under this Agreement. Each Party agrees to provide to any other Party copies of their insurance certificates and any endorsements required by any Party upon written request of the requesting Party.

15.1 All Parties shall, at their sole cost and expense, maintain in full force and effect, during the Term of this Agreement, the following insurance coverage from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self insurance program, sufficient to cover any claims, damages,

liabilities, costs and expenses (including attorney fees) arising out of or in connection with each Party's fulfillment of its obligations under this Agreement:

- A. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability, with minimum limits as follows:

\$1,000,000 per occurrence plus \$5,000,000 excess coverage

\$1,000,000 personal & advertising injury plus \$5,000,000 excess coverage

The policy shall include and be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence plus \$5,000,000 excess coverage.

- B. Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence plus \$5,000,000 excess coverage. If BGCHV provides transportation services pursuant to this Agreement, BGCHV shall ensure that BGCHV and/or its transportation contractor keeps in effect a liability insurance policy providing at least \$1,000,000 per occurrence plus \$5,000,000 excess coverage.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering BGCHV's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the Districts.

Part A – Statutory Limits for BGCHV

Part A – Not Less than \$100,000,000 per occurrence for the Districts

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

- D. Employment Practices Liability (EPL) and Directors and Officers (D&O) coverage with the following limits:

\$2,000,000 per occurrence

- 15.2 BGCHV, not later than the date that this Agreement is signed, and periodically thereafter upon request, shall furnish the Districts with certificates of insurance evidencing such coverages. Districts shall provide self insurance certificates of insurance upon request of BGCHV.

Each Party shall provide prior written notice to the other Parties thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The policies of insurance providing the coverages referred to in clauses A and B above shall name each Party, their respective Governing Boards, officers, and employees, as additional insureds with appropriate endorsements. Failure to maintain the above mentioned insurance coverage shall be cause for termination of this Agreement.

16. Nondiscrimination. The Parties agree that they will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

17. Non Waiver. The failure of any Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. Notice. All notices or demands to be given under this Agreement by any party to another party, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the Parties are as follows:

HBCSD
Huntington Beach City School District
20451 Cramer Lane
Huntington Beach, CA 92646
Attn: Assistant Superintendent,
Educational Services

HBUHSD
Huntington Beach Union High School District
5832 Bolsa Avenue
Huntington Beach, CA 92649
Attn: Assistant Superintendent,
Educational Services

FVSD
Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Assistant Superintendent of
Educational Services

CCCD
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Janet Houlihan

BOYS & GIRLS CLUBS
OF HUNTINGTON VALLEY
16582 Brookhurst Street
Fountain Valley, CA 92708
Attn: Tanya Hoxsie

OVSD
Ocean View School District
17200 Pinehurst Lane
Huntington Beach, CA 92647
Attn: Assistant Superintendent,
Educational Services

19. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

20. Entire Agreement/Amendment. This Agreement represents the entire understanding between the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered or amended except in writing and signed by the Parties hereto.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own court costs and attorneys' fees.

22. Dispute Resolution. The Parties agree that resolution of disputes resulting from this Agreement will be conducted through collaborative efforts between the Parties.

23. Assignment. The Parties may not assign any of their obligations, duties or responsibilities pursuant to this Agreement. Any such assignment shall be considered null and void.

24. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

25. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this

Agreement, the action shall be brought in a state court situated in the County of Orange, State of California.

26. Exhibits. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.

THIS AGREEMENT is entered into the 17th day of February, 2017.

HUNTINGTON BEACH CITY
SCHOOL DISTRICT

Signature

Gregory Haulk

Print Name

Superintendent

Title

HUNTINGTON BEACH UNION
HIGH SCHOOL DISTRICT

Signature

Carrie Delgado

Print Name

Assistant Superintendent, Business Services

Title

FOUNTAIN VALLEY
SCHOOL DISTRICT

Signature

Mark Johnson, Ed.D.

Print Name

Superintendent

Title

COAST COMMUNITY
COLLEGE DISTRICT

Signature

John Weispfenning, Ph.D.

Print Name

Chancellor

Title

BOYS & GIRLS CLUBS OF
HUNTINGTON VALLEY

Signature

Tanya Hoxsie

Print Name

Chief Executive Officer

Title

OCEAN VIEW
SCHOOL DISTRICT

Signature

Michael Conroy, Ed.D.

Print Name

Deputy Superintendent

Title



Fountain Valley School District
Support Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **ROYER STUDIOS ANIMATION PROGRAMS**
DATE: January 6, 2017

Background:

Royer Studios Animation Programs offers students the opportunity to create animated public service announcements (PSAs) and contribute to meaningful media messages promoting Tobacco Use Prevention. A professional animation facilitator implements the curriculum directly to groups/teams in the classroom in which the students write, produce and voice-over one short animated public-service announcement per group/team. The participants' awareness messages will be showcased at the premiere assembly at each middle school. Principals also post these PSAs on the school website.

Fiscal Impact:

As part of a three year OCDE Tobacco Use Prevention Education (TUPE) grant, the Fountain Valley School District received funds to be distributed and used over the course of three years, 2014-2017, to provide anti-tobacco education to students in grades 6-8. This is year three of the grant. As part of the grant, FVSD is required to offer youth development activities from a variety of OCDE-approved vendors. Royer Studios is one of these vendors. The fees associated with contracting with Royer Studios comes directly out of the TUPE grant. Royer Studios is engaging for middle school students and employs the use of technology to create stop-animation videos, that is tied to STEAM opportunities in both science classes and in electives at the middle school level. FVSD has used this vendor previously as part of our TUPE grant. Teachers and students, when surveyed, prefer Royer Studios, due to the engagement and STEAM aspects of the program.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Royer Studios Animation Programs for December 12, 2016 through March 24, 2017 for Fulton Middle School, Talbert Middle School and Masuda Middle School.



Independent Contractor Scope of Work

Contractor Name: Royer Studios, Inc.
I.D. or Business License #: 95-4688721
School to receive services: Fountain Valley School District
Service Dates: Fulton MS (December 12th – 16th, 2016)
Talbert MS (March 20th – 24th, 2017)
Masuda MS (TBD)

Description of Services: Implementation of Royer Studios' **Animate Your Tobacco Awareness Messages** program, offering students the opportunity to create animated public-service announcements (PSAs) and contribute to meaningful media messages promoting **Tobacco Use Prevention**.

In Royer Studios' Animate Your Awareness Messages program, a professional animation facilitator implements the five-lesson curriculum directly in the up to four classrooms. Working in teams of 5 to 9, participants write, produce and voice-over one short animated public-service announcement per team. Royer Studios is 100% turnkey, supplying all art and animation materials, as well as the video and technology required to complete the project. The participants' awareness messages can be viewed at school-assemblies, in the classroom, and will be presented online at **Youtube.com/RoyerStudiosPSAs** and on participating organizations' websites. The school site and funding partners each receive a QuickTime Movie of the completed PSAs and a compressed version to be uploaded on the websites as desired.

Pay Schedule: An invoice for each workshop will be submitted on the last day of program implementation.

Total All-inclusive Fee for Services: \$4,975 (four thousand nine hundred seventy five dollars) each workshop for a total of \$14,925 (fourteen thousand nine hundred twenty five dollars)


Liz Granite, Vice President
Royer-Studios, Inc.

Date: 12/5/2016

Approved by

Signature of Authorized Representative
Fountain Valley School District

Date: _____



royerstudios.com

Royer Studios

1200 N. Topanga Canyon Blvd.
Topanga, CA 90290

T - 310 455 7120 F - 310 455 3393
info@royerstudios.com



Fountain Valley School District
Business Services Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **RATIFY THE SCOPE OF WORK WITH GOVERNMENT
FINANCIAL STRATEGIES, INC. FOR FINANCIAL PLANNING
AND ADVISORY WORK ASSOCIATED WITH MEASURE O**
DATE: January 6, 2017

Background:

Government Financial Strategies (GFS) will provide general financial planning and advisory services, associated with Measure O. The financial advisory services GFS anticipates providing include: updating of the bond financial plan based on updates in the property tax base, interest rates, and any changes in the District's facilities funding priorities, assisting with the formation and training of the independent Citizens' Oversight Committee, information presentations to the Board, and if needed, attending staff meetings. Such services will be provided as requested by Fountain Valley School District.

Fiscal Impact:

Government Financial Services will be paid at an hourly rate of \$225, \$112.50 for travel time, and reimbursement of expenses. GFS is estimating a total budget for professional services and expenses not to exceed \$10,000.

Recommendation:

It is recommended that the Board of Trustees ratifies the scope of work with Government Financial Strategies, Inc. for financial planning and advisory work associated with Measure O.



GOVERNMENT FINANCIAL STRATEGIES FINANCIAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this July 1, 2016, between Government Financial Strategies inc., a financial advisory firm ("Government Financial Strategies") and Fountain Valley School District ("Client") who agree as follows:

1. Scope of Work. Government Financial Strategies shall perform the services described in the scope(s) of work attached hereto as Exhibit A (the "Work"). Modifications, deletions and additions to the Work described in Exhibit A may be made, from time to time, upon the subsequent written agreement by both parties.

2. Payment.

a. In consideration for the Work to be provided by Government Financial Strategies under this Agreement, Client agrees to pay fees and expenses as set forth in Exhibit A.

b. For Work performed on a time and materials basis, Government Financial Strategies shall submit invoices to the Client on a monthly basis. For Work performed for a fixed fee, Government Financial Strategies shall submit invoices to the Client upon the completion of the Work or as otherwise identified in Exhibit A.

c. Government Financial Strategies is required to provide written disclosure to all financial advisory clients about actual or potential conflicts of interest as well as certain other information. Exhibit B sets forth the potential conflicts of interest that we have determined presently exist as well as other information we are required to provide to you as a federally registered municipal advisor. Client acknowledges receipt of Exhibit B, and Client has been given the opportunity to discuss such matters with Government Financial Strategies.

3. Term.

a. This Agreement shall terminate upon the later of the completion of the Work or June 30, 2021, unless earlier terminated as provided in subsection (b).

b. This Agreement may be terminated by either party upon thirty (30) days advance written notice to the other party.

c. Upon termination of this Agreement by either party, Client shall compensate Government Financial Strategies for all Work performed prior to termination. If the compensation identified in Exhibit A was on a time and materials basis, such compensation shall be based on time and materials incurred prior to termination. If the compensation identified in Exhibit A was on a fixed fee basis, such compensation shall be the greater of: 1) the percentage of services completed through the termination date multiplied by the fixed fee, or 2) the amount based on a time and materials basis, not to exceed the fixed fee. "Payment," "Ownership of Documents," "Indemnification," "Severability," "Governing Law and Venue," and "Entire Agreement" shall survive the termination of this Agreement.

4. Professional Ability and Loyalty. Government Financial Strategies represents that it possesses the skill to competently perform the Work, that it shall perform that Work in a manner equal to or

exceeding generally accepted professional practices and standards for firms performing similar work, and that it will act in a manner it believes to be in the best interest of the Client rather than any third party.

5. Ownership of Documents. Every report, study, memo, letter, spreadsheet, worksheet, plan, graph, diagram, map, photograph, computer model, computer disk, computer software and other document or item prepared by Government Financial Strategies under this Agreement and provided to and paid for by the Client (the "Work Product") shall be the property of Client, and Client shall have the right to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to Government Financial Strategies. Government Financial Strategies may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that Government Financial Strategies shall not provide any Work Product not previously made available to the public to any third party without Client's prior approval, unless compelled to do so by legal process. If Client reuses or modifies any Work Product for a use or purpose other than that intended by the Work under this Agreement, then Client shall hold Government Financial Strategies harmless against all claims, damages, losses and expenses arising from such reuse or modification.

6. Indemnification. Both parties shall indemnify, defend, protect, and hold harmless the other party, its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney's fees) directly arising from any negligent act or omission, willful misconduct or violation of law of the other party.

7. Insurance.

a. Government Financial Strategies, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers compensation insurance in the amount required by statute, comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate, automobile liability insurance with coverage of at least one million dollars (\$1,000,000) per accident, and professional errors and omissions insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and aggregate.

b. Upon request, Government Financial Strategies shall provide to Client the evidence of such insurance.

8. Municipal Advisor Registration. Government Financial Strategies is a municipal advisor registered with the Securities and Exchange Commission (registration number 867-00775) and the Municipal Securities Rulemaking Board (registration number KO127).

9. Conflicts of Interest. Except as expressly described in Section 2(c) above and Exhibit B attached, Government Financial Strategies has no material conflicts of interest that might impair its fiduciary duty to the Client. Client acknowledges that Government Financial Strategies may have other governmental clients with overlapping jurisdictions with Client.

10. Independent Contractor. Government Financial Strategies shall be an independent contractor in performing the Work and shall not act as an agent or employee of Client. The employees of Government Financial Strategies and its subcontractors are not employees of Client within the meaning or application of any federal or state unemployment insurance laws, social security law or any worker's compensation, industrial accident law or other industrial or labor law.

11. Non-Discrimination. Government Financial Strategies will not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual

orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

12. Successors and Assigns. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties; however, Government Financial Strategies shall not assign its rights and obligations under this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Government Financial Strategies may subcontract a portion of the Work to its wholly-owned subsidiary, GFS Australia Pty. Ltd, and its sole employee, Jonathan Edwards.

13. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default.

14. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

15. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where the Client's main office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

16. Notice. All notices that are required or permitted to be given under this Agreement shall be in writing and sent by either personal delivery, nationally recognized overnight courier service or prepaid, first class United States postal mail. Notices shall be sent to the addresses listed below, or to such other address as either party may specify in writing:

Government Financial Strategies:

Government Financial Strategies
Attn: Lori Raineri, President
1228 N Street, Suite 13
Sacramento, CA 95814-5609

Fountain Valley School District:

Fountain Valley School District
Attn: Christine Fullerton,
Assistant Superintendent, Business Services
10055 Slater Avenue
Fountain Valley, CA 92708

17. Entire Agreement. This Agreement represents the sole, final, complete, exclusive and integrated expression and statement of the terms between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by written agreement by both parties. Government Financial Strategies agrees to promptly amend or supplement this Agreement to reflect any material changes or additions to this Agreement.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

Government Financial Strategies inc.

Fountain Valley School District

By: _____

By: _____

Lori Raineri
President

Christine Fullerton
Assistant Superintendent,
Business Services

EXHIBIT A

SCOPE(S) OF WORK

Government Financial Strategies will provide general financial planning and advisory services to Fountain Valley School District which include but are not limited to the following: a review of facilities needs and costs, a review of short term and long term cash flow schedules, identification and classification of existing and potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, participation in real estate negotiations, general background information on real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, reviews of documents, and presentations to the governing board. Such services will be provided as requested by Fountain Valley School District.

In consideration of the services provided, Fountain Valley School District will pay Government Financial Strategies hourly fees of \$225 for services, plus out-of-pocket expenses (such as mileage, meals, etc.). For travel time, Fountain Valley School District will pay Government Financial Strategies hourly fees of \$112.50.

EXHIBIT B

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

Conflicts of Interest

Government Financial Strategies is required to provide written disclosure to all financial advisory clients about the actual or potential conflicts of interest presented by our representation of Client.

Government Financial Strategies has determined, after exercising reasonable diligence, that it has no known material conflicts of interest that would impair its ability to provide advice to the Client in accordance with its fiduciary duty to municipal entity clients such as the Client. To the extent any such material conflicts of interest arise after the date of this Agreement, Government Financial Strategies will provide information with respect to such conflicts in the form of a written amendment or supplement to this Agreement.


Municipal Advisor Registration, Legal and Disciplinary Events

Government Financial Strategies is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As part of this registration Government Financial Strategies is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Government Financial Strategies. Pursuant to MSRB Rule G-42, Government Financial Strategies is required to disclose any legal or disciplinary event that is material to the Client's evaluation of Government Financial Strategies or the integrity of its management or advisory personnel. Government Financial Strategies has determined that no such event exists.

Copies of Government Financial Strategies filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Government Financial Strategies or for our CIK number which is 0001617177.



MEMORANDUM

To: Christine Fullerton
From: Keith Weaver 
Date: November 1, 2016
Re: Scope of Work for the Measure O November 2016 Bond Measure.

Chris, thank you again for the opportunity to work with Fountain Valley School District. Below is a scope of work for us to provide financial advisory services for the Measure O November 2016 bond measure.

This scope is intended to cover services during the first few months after November 8 (election day), assuming a successful passage of Measure O, and prior to the issuance of bonds.

The financial advisory services we anticipate providing include:

- Updating of the bond financial plan based on updates in the property tax base, interest rates, and any changes in the District's facilities funding priorities.
- Assisting with the formation and training of the independent Citizens' Oversight Committee.
- Information presentation to the Board at a Board meeting or workshop.
- Attending staff meetings.

For this type of work, we will work on an hourly basis. Our hourly rate is \$225 (\$112.50 for travel time) plus out-of-pocket expenses. We estimate a budget of 40 hours, which equates to \$9,000 for professional services, plus expenses of \$1,000, for a total budget of not-to-exceed \$10,000.

We will strive to work as efficiently as possible and if less time is needed, then the District will benefit. We will not exceed the proposed budget without authorization from you. Also, the cost of our services may be reimbursable to the District from bond proceeds. Should the District move forward with the issuance of bonds, we will propose a separate scope of work and budget at that time. This fee will be payable from the financing with no out-of-pocket cost to the District.

As always, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time".

Chris, if the scope of work is acceptable, please sign and date below and return a copy to us. Thank you!

Accepted By:

Christine Fullerton
Assistant Superintendent, Business Services
Fountain Valley School District

Date: _____