



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**October 12, 2017**

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

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

**BOARD WORKSHOPS**

**1. CALIFORNIA ASSESSMENT OF STUDENT PERFORMANCE AND PROGRESS (CAASPP) RESULTS 2017 AND CALIFORNIA DASHBOARD**

Steve McLaughlin, Assistant Superintendent, Educational Services and Julianne Hoefer, Director, Educational Services will present the 2017 California Assessment of Student Performance and Progress (CAASPP) results for Fountain Valley School District and review the California Dashboard with the Board of Trustees.

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*

*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.*

- 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.
- Conference with Real Property Negotiator: *Government Code Section 54956.8*  
Property: District owned real property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park ("Property").  
  
Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel, and the County of Orange.  
  
Under Negotiation: Instruction to negotiators will concern price and terms of purchase issues associated with the possible sale of the identified Property.

- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

### **SPECIAL PRESENTATIONS**

#### **2. CELEBRATION OF CLASSIFIED EMPLOYEE OF THE YEAR: WALLY KRICHESKY**

The Board of Trustees will join staff and the community in celebrating Wally Krichesky, Heavy-Duty Mechanic, as Fountain Valley School District's Classified Employee of the Year.

- **RECESS**

### **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.

### PUBLIC HEARINGS

#### 3. CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

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

### LEGISLATIVE SESSION

#### 4. RESOLUTION 2018-12 IN SUPPORT OF THE FILING OF AN APPLICATION FOR STATE FUNDING FOR LISTED SCHOOL DISTRICT ELIGIBLE FACILITIES

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

The District is eligible to participate in the State's facilities grant funding program known as the School Facilities Program (SFP). The SFP provides grants to modernize schools with buildings over 25 years old (20 for portable buildings) and to expand schools as justified with new construction eligibility.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-12 In Support of the Filing of an Application for State Funding for Listed School District Eligible Facilities.

#### 5. RESOLUTION 2018-14: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

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

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 12, 2017, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: mathematics, science, history-social science and English/language arts, including the English language development component of an adopted program.

Superintendent's Recommendation: It is recommended that the Board of Trustees hereby certifies through adoption of Resolution 2018-14 that each pupil in the Fountain Valley School District has been provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

#### 6. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

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

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

### **Routine Items of Business**

- 6-A.** Board Meeting Minutes from September 7<sup>th</sup> regular meeting
- 6-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 6-C.** Donations
- 6-D.** Warrants
- 6-E.** Purchase Order Listing

### **Consent Items**

#### **6-F. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT**

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2017-18 year and approves its submittal to the Orange County Department of Education.

#### **6-G. APPROVE CHRISTINE FULLERTON, ASSISTANT SUPERINTENDENT, BUSINESS SERVICES AND JOE HASTIE, DIRECTOR OF MAINTENANCE & FACILITIES AS THE DISTRICT'S REPRESENTATIVES TO THE STATE FACILITIES PROGRAM**

Superintendent's Comments: It is recommended that the Board of Trustees approves Christine Fullerton, Assistant Superintendent, Business Services, and Joe Hastie, Director of Maintenance & Facilities, as the District's representatives to the State Facilities Program.

#### **6-H. RESOLUTION 2018-13: AUTHORIZATION FOR TEACHING CREDENTIALS**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2018-13: Authorization for Teaching Credentials to approve the teaching assignments listed.

#### **6-I. APPROVAL TO SOLICIT REQUEST FOR PROPOSAL TO UPGRADE EXISTING 1 GB DATA LINES TO 10 GB DISTRICTWIDE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Solicitation of Request for Proposal to Increase Data Line Speeds from 1 GB to 10 GB.



**6-J. LANGUAGE NETWORK**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Language Network for the 2017-2018 school year.

**6-K. INDEPENDENT CONTRACT FOR BEHAVIOR SOLUTIONS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract between Behavior Solutions and FVSD, not to exceed the amount of \$7,000, for student behavioral consultation and supervision.

**6-L. CALIFORNIA HEALTHY KIDS SURVEY**

Superintendent's Comments: It is recommended that the Board of Trustees approves the California Healthy Kids Survey MOU between the FVSD and WestEd.

**6-M. APPROVE THE CONTRACT WITH GOVERNMENTAL FINANCIAL STRATEGIES TO PROVIDE CONTINUING DISCLOSURE SERVICE RELATED TO MEASURE O GENERAL OBLIGATION BONDS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Governmental Financial Strategies to provide continuing disclosure services related to the Measure O general obligation bonds.

**6-N. APPROVAL OF FULL DAY CONSULTING AGREEMENT BETWEEN GROWING EDUCATORS, INCORPORATED AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE A BALANCED LITERACY PRESENTATION AT THE NOVEMBER 9 STAFF DEVELOPMENT DAY**

Superintendent's Comments: It is recommended that the Board of Trustees approves the full day agreement between Growing Educators, Inc. and Fountain Valley School District for November 9, 2017. It is also recommended that the Board of Trustees approves updating the cost of full day training with Growing Educators, Inc. included on the Independent Contractor List for the 2017/2018 school year approved by the Board on July 13, 2017, from \$1,900 to \$2,200.

**6-O. NON-PUBLIC AGENCY CONTRACTS**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	N/A	7/1/17-6/30/18

Olive Crest Academy	\$1,764	7/1/17-6/30/18
Olive Crest Academy	\$1,764	7/1/17-6/30/18
Olive Crest Academy	\$1,764	7/1/17-6/30/18
Trivinity Consulting	\$1,150	10/12/17-6/30/18

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

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

### **The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, November 9, 2017 at 7:00pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://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.*

*Regular 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 October 12, 2017



SO17-18/B18-06  
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: **California Assessment of Student Performance and Progress  
(CAASPP) Results 2017 and California Dashboard**  
DATE: October 5, 2017

---

**Background:**

Steve McLaughlin, Assistant Superintendent, Educational Services and Julianne Hoefer, Director, Educational Services will present the 2017 California Assessment of Student Performance and Progress (CAASPP) results for Fountain Valley School District and review the California Dashboard with the Board of Trustees.

Board meeting of October 12, 2017



SO17-18/B18-07  
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: **Celebration of Classified Employee of The Year: Wally Krichesky**  
DATE: October 5, 2017

---

**Background:**

The Board of Trustees will join staff and the community in celebrating Wally Krichesky, Heavy-Duty Mechanic, as Fountain Valley School District's Classified Employee of the Year.

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

**Notice is hereby** given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, October 12, 2017 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District.

Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT



Fountain Valley School District  
Business Service Division

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent Business Services  
SUBJECT: **RESOLUTION 2018-12 IN SUPPORT OF THE FILING OF AN APPLICATION FOR STATE FUNDING FOR LISTED SCHOOL DISTRICT ELIGIBLE FACILITIES**  
DATE: October 5, 2017

---

**Background:**

The District is eligible to participate in the State's facilities grant funding program known as the School Facilities Program (SFP). The SFP provides grants to modernize schools with buildings over 25 years old (20 for portable buildings) and to expand schools as justified with new construction eligibility. The State Allocation Board requires the District's Board authorize filing applications for state funding by adoption of a specific resolution.

**Fiscal Impact:**

Apply for State Facilities Program funding potentially secures additional funding for the projects outlines in Measure O.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2018-12 In Support of the Filing of an Application for Sate Funding for Listed School District Eligible Facilities.

## RESOLUTION 2018-12

### BEFORE THE GOVERNING BOARD OF THE FOUNTAIN VALLEY SCHOOL DISTRICT IN SUPPORT OF THE FILING OF AN APPLICATION FOR STATE FUNDING FOR LISTED SCHOOL DISTRICT ELIGIBLE FACILITIES

**WHEREAS**, the Fountain Valley School District ("District") applying to the State Allocation Board for approval of various school facility projects under Chapter 12.5, Part 10, Division I, commencing with Section 17070.10, et seq., of the Education Code, through the State School Facility Program (SFP), for needed state school facilities grant funding for modernization, facilities hardship, new construction and any other applicable SFP program applications for any and all District facilities, which may include:

SCHOOL	Application Type (as eligible/applicable)
Courreges (Roch) Elementary	New construction, modernization and other SFP or SAB grant programs
Cox (James H.) Elementary	New construction, modernization and other SFP or SAB grant programs
Fulton (Harry C.) Middle	New construction, modernization and other SFP or SAB grant programs
Gisler (Robert) Elementary	New construction, modernization and other SFP or SAB grant programs
Masuda (Kazuo) Middle	New construction, modernization and other SFP or SAB grant programs
Newland (William T.) Elementary	New construction, modernization and other SFP or SAB grant programs
Oka (Isojiro) Elementary	New construction, modernization and other SFP or SAB grant programs
Plavan (Urbain H.) Elementary	New construction, modernization and other SFP or SAB grant programs
Talbert (Samuel E.) Middle	New construction, modernization and other SFP or SAB grant programs
Tamura (Hisamatsu) Elementary	New construction, modernization and other SFP or SAB grant programs

**NOW THEREFORE** be it resolved by the Board of Trustees of the Fountain Valley School District hereby approves the filing of eligibility and application documents with the State Allocation Board under Chapter 12.5, Part 10, Division I, commencing with Section 17070.10, et seq., of the Education Code through the State School Facility Program (SFP), for various prospective SFP projects throughout the District.

PASSED and ADOPTED by the Board of Trustees of the Fountain Valley School District

this 12<sup>th</sup> of October, 2017.

---

Sandra Crandall  
Board of Trustees President  
Fountain Valley School District

I, Jim Cunneen, Clerk of the Board of Trustees of the Fountain Valley School District, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees at a regular meeting thereof held on the 12<sup>th</sup> of October, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Jim Cunneen  
Clerk of the Board of Trustees  
Fountain Valley School District





Fountain Valley School District  
Educational Services

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

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: RESOLUTION 2018-14: CERTIFICATION OF PROVISION OF  
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS  
DATE: September 25, 2017

---

**Background:**

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 12, 2017, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

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

The required public hearing concerning adequate textbooks and Board Resolution are agendized for the Board meeting of October 12, 2017. Certification shall also be approved by the Board of Trustees at this meeting.

**Fiscal Impact:**

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

**Recommendation:**

It is recommended that the Board of Trustees hereby certifies through adoption of Resolution 2018-14 that each pupil in the Fountain Valley School District has been provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts and visual and performing arts.

RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT GOVERNING  
BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS  
AND INSTRUCTIONAL MATERIALS FOR 2017/18

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

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

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

WHEREAS, the Board is required to provide 10 days' notice of the public hearing or hearings, and;

WHEREAS, the notice shall contain the time, place, and purpose of the hearing and be posted in three public places within the school district, and;

WHEREAS, the hearing shall be held at a time that will encourage the attendance of teachers and parents and guardians of pupils who attend the schools in the district and shall not take place during or immediately following school hours, and;

WHEREAS, the governing Board of a school district, as part of the required hearing, shall also make a written determination as to whether each pupil enrolled in a foreign language or health course has sufficient textbooks or instructional materials that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects, and;

WHEREAS, the governing Board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9 to 12, inclusive, and;

WHEREAS, a public hearing will be held on October 12, 2017, at 7:00 p.m which is on or before the eighth week of school and;

WHEREAS, the Board is required to make a determination, through a resolution, as to whether each pupil in each school in the district has, sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code 33126 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i) Mathematics,
- (ii) Science,

(iii) History-social science,

(iv) English/language arts, including the English language development component of an adopted program,

(v) Visual and performing arts. (Not listed in 60605 or 33126)

NOW, THEREFORE BE IT RESOLVED, that the governing Board makes the determination that each pupil of the district, has available sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and cycles of the curriculum framework adopted by the State Board and adopted by this Board in accordance with the procedures as established.

BE IT FURTHER RESOLVED, that for the 2017/18 school year, the Fountain Valley School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2017/18 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a foreign language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES:                      Members:

NOES:                     Members:

ABSENT:                 Members:

STATE OF CALIFORNIA    )

COUNTY OF ORANGE     )

I hereby certify that the foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at a regular meeting of the said board held at Fountain Valley, California on the 12<sup>th</sup> day of October, 2017.

ATTEST:

\_\_\_\_\_  
Sandra Crandall, President

\_\_\_\_\_  
Mark Johnson, Ed.D., Secretary, Board of Trustees

**Resolution # 2018-14**

**Fountain Valley School District**  
Superintendent's Office

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**September 7, 2017**

**MINUTES**

President Crandall 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

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

Absent:

Jeanne Galindo	Member
----------------	--------

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

AGENDA APPROVAL

**Second:** Mrs. Schultz

**Vote:** 4-0

**BOARD WORKSHOPS**

Assistant Superintendent, Business Services Christine Fullerton was joined by Richard Ingrassia from Rachlin Partners for an update on the progress of the Modernization and HVAC Projects at Courreges and Masuda schools.

Mrs. Fullerton opened the workshop by welcoming Mr. Ingrassia to the meeting. Mr. Ingrassia provided an overview of work to date at both Courreges and Masuda Schools. In addition, he reviewed the upcoming projects including Fulton, Tamura and Cox (based on available funding). He reviewed the project scope, noting the continued focus on the Big 5. He shared details regarding the new flooring and ceilings, and new roofing and paint at Masuda, in addition to new flooring and ceilings at Courreges. Mr. Ingrassia also reviewed current budgets against the Facilities Master Plan. In closing, Mr. Ingrassia reviewed the project schedule going forward, including projects submitted to DSA on September 19<sup>th</sup> with approval anticipated in January

WORKSHOP TO  
PROVIDE UPDATE ON  
THE PROGRESS ON THE  
MODERNIZATION AND  
HVAC PROJECTS AT  
COURREGES AND  
MASUDA SCHOOLS

2018, and construction planned to start in June 2018.

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.

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

## PLEDGE OF ALLEGIANCE

Mrs. Schultz led the Pledge of Allegiance.

## SPECIAL PRESENTATIONS

Huntington Beach Assistance League President, Hedy Knight, and Links to Learning Chair, Linda Chrisman, joined members of the Huntington Beach Assistance League in generously presenting over \$25,000 in grants to teachers and principals in the Fountain Valley School District through their Links to Learning program. Teachers, principals and staff joined the Board of Trustees in thanking the Assistance League for their generous support of our District.

## HUNTINGTON BEACH ASSISTANCE LEAGUE PRESENTATION OF LINKS TO LEARNING GRANTS

Following the grant presentation, the Board took a brief recess for cookies and photos.

**STAFF REPORTS AND PRESENTATIONS**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra reviewed for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2016-17. Mrs. Fullerton began by thanking her staff for their hard work in closing the books for 2016-17. She commended their dedication and outstanding efforts. She then reviewed the District mission statement. In addition, she provided an overview of the State economy and reviewed the 2017-18 adopted State budget. Mrs. Fullerton also shared an overview of the 2016-17 unaudited actuals. Mr. Guerra then provided a review of 2016-17 unaudited actuals revenues and expenditures. He also reviewed elements of the ending fund balance and provided a year over year comparison. In addition, he detailed ending fund balances of other funds. In closing, Mr. Guerra reviewed next steps for the Board.

UNAUDITED ACTUALS  
FOR FISCAL YEAR 2016-  
17 (ORAL AND  
WRITTEN)

**BOARD REPORTS AND COMMUNICATIONS**

Mr. Cunneen was pleased to share that his son at Masuda reported a great first day. He noted that it was a wonderful start to the school year for all.

Mr. Collins' activities since the last meeting included: assisting at Talbert in passing out schedules. He echoed the sentiments of a wonderful and smooth start to the school year. In addition, he thanked everyone for their well wishes regarding his recent surgery.

Mrs. Schultz noted her joy at seeing so many happy students back at school and commended the smooth start to the school year. She thanked staff for all of their efforts and positive energy in making this happen.

Mrs. Crandall congratulated staff on a wonderful start to the school year. She noted as well that all four of her grandchildren reported that everything is awesome.

**PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

**Motion:** Mr. Cunneen moved to accept and award the RFP ACCEPT AND AWARD

for preconstruction and lease-leaseback services for modernization and HVAC project to West Coast Air Conditioning Co., Inc.

Second: Mrs. Schultz

Vote: 4-0

**Motion:** Mrs. Schultz moved to approve global adoption of updates to Board Policies and Board Bylaws since adoption of updated Board Policy Manual, January 2017 (second reading and adoption).

Second: Mr. Cunneen

Vote: 4-0

**Motion:** Mr. Collins moved to adopt Resolution 2018-10 Adopt Uniform Public Construction Cost Accounting Procedures.

Second: Mrs. Schultz

Vote: 4-0

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

Second: Mrs. Crandall

Vote: 4-0

THE RFP FOR  
PRECONSTRUCTION  
AND LEASE-  
LEASEBACK  
SERVICES FOR  
MODERNIZATION  
AND HVAC PROJECT  
TO WEST COAST AIR  
CONDITIONING CO.,  
INC.  
GLOBAL ADOPTION  
OF UPDATES TO  
BOARD POLICIES  
AND BOARD BYLAWS  
SINCE ADOPTION OF  
UPDATED BOARD  
POLICY MANUAL,  
JANUARY 2017  
(SECOND READING  
AND ADOPTION)  
ADOPTION OF  
RESOLUTION 2018-10  
ADOPT UNIFORM  
PUBLIC  
CONSTRUCTION  
COST ACCOUNTING  
PROCEDURES  
CONSENT  
CALENDAR/  
ROUTINE ITEMS OF  
BUSINESS

The Consent Calendar included:

- Board Meeting Minutes from August 24<sup>th</sup> regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Resolution 2018-11: Compensation to Trustee Ian Collins for missed meeting due to illness
- Unaudited Actuals for Fiscal Year Ending 2016-17
- Resolution 2018-09: Gann Amendment Appropriations

## Limitation

- Special Education Settlement Agreement 2018-A
- Tobacco-Use Prevention Education (TUPE) Cohort M Competitive Grant
- Award the Agreement for Preconstruction Services for Modernization and HVAC Project to West Coast Air Conditioning Co., Inc.

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

Dr. Johnson        Commended our site leaders for their welcome back meetings. He commended the passion in their addresses and their efforts in setting the room environments. In addition, he commended Mr. Hastie for the outstanding job he is doing. He thanked him for all of his efforts not just in his regular duties, but also his work regarding our modernization projects. In addition, he celebrated the efforts of all of our staff members; certificated staff, classified staff at our sites, the District Office and M&O and our administrators; leading to a smooth and successful start to the school year. Moreover, he commended the Board for their recent review and study of our global adoption of Board Policy updates and Board Bylaws. Lastly, he celebrated those that committed to participating in the Happiness Challenge, 21 days of thanks you, and thanked them for spreading a positive environment in our District.

**ADJOURNMENT**

**Motion:**        Mrs. Schultz moved to adjourn the meeting at 7:58pm.

**Second:**        Mr. Collins

**Vote:**            Unanimously approved

/rl



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

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING  
CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2017-2018 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Hoelker, Christine	Middle School/PE	Fulton	08/31/2017
1.1.2	Ignacio, Michelle	TK-2/ MS	Plavan	09/18/2017
1.1.3	Rebecca Kim	5 <sup>th</sup> Grade	Tamura	08/31/2017

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	Stephanie Rigdon	2 <sup>nd</sup> Grade/TOSA	Gisler	Child Bonding	09/07/2017
1.2.2	Weireter, Daniel	ELA/SS	Masuda	Child Bonding	10/2/2017
1.2.3	Hughes, Brittanya	4 <sup>th</sup> Grade	Plavan	Maternity	10/02/2017
1.2.4	Yilmaz, Sibel	3 <sup>rd</sup> Grade	Plavan	Maternity	11/13/2017

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

**2.0 EMPLOYMENT FUNCTIONS**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1				
2.1.2	Trinh, Nien	District Office	FSW Rover	09/06/2017
2.1.3	Kap, Jackie	District Office	FSW Rover	09/06/2017
2.1.4	Anderson, Katie	Tamura	Health Tech- LVN	09/18/2017
2.1.5	Rizzo, Caren	Plavan	Health Assistant	09/06/2017
2.1.6	Solorzano, Daniel	District Office	Field Support/Help Desk Technician	09/20/2017
2.1.7	Ortiz, Thomas	Oka	IA SH/PH	10/12/2017
2.1.8	McGhie, Monique	Fulton	IA SH/PH	10/02/2017
2.1.9	Alvarez, Summer	Talbert	IA SH/PH	09/27/2017
2.1.10	Tran, Kentanne	Tamura	Library/Media Technician	09/28/2017

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Sebourne, Bonnie	Gisler	IA SH/PH	06/24/2017
2.2.2	Tyner, Joan	Gisler	IA SH/PH	09/30/2017

**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	Reza, Martha	Transportation	Bus Driver	Medical	07/23/2017
2.3.2	Perez, Irazmi	District Office	Website Technician	Medical	09/20/2017

**2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, SHARON CROOKS FROM PRESCHOOL AIDE AT TAMURA TO INSTRUCTIONAL ASSISTANT AT COURREGES, EFFECTIVE 10/6/17.**

**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	Fullerton, Christine	CASBO	Anaheim, CA	Actual & Necessary	012719380-5210	Nov. 16-17, 2017
3.2	Johnson, Mark	2017 SSS Annual Conference	Laguna Niguel, CA	Actual & Necessary	012719165-5210	Nov. 8-11, 2017

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

October 12, 2017

<b><i>EDUCATIONAL SERVICES</i></b>
------------------------------------

**4.0     APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	BRIGNARDELLO, Alyssa (Fulton)	Cheer Advisor	\$1,000 stipend + benefits	010232989-1115	2017/2018 school year
4.2	NGUYEN, Thao (Fulton)	ASB Bookkeeper	\$2,000 stipend + benefits	012722988-2415	2017/2018 school year
4.3	ROSE, Jennifer (Fulton)	Activities Director & ASB Advisor	\$2,000 stipend + benefits	010142989-1115	2017/2018 school year
4.4	ELDRIDGE, Ed MCLEMORE, Katherine SIEMENS, Jeff SMITH, Mary WEIRETER, Dan ZAHEDI, Jeff (Masuda)	Sports Coach for one or more District tournaments	\$250 stipend + benefits per sport tournament	010144989-1115	2017/2018 school year
4.5	GILLIS, Laurie (Masuda)	Student Council Advisor	\$2,000 stipend + benefits	010144988-1115	2017/2018 school year
4.6	SMITH, Mary (Masuda)	Cheer Coach	\$1,000 stipend + benefits	010144989-1115	2017/2018 school year
4.7	SPIRK, Nancy (Masuda)	Student Council Bookkeeper	\$2,000 stipend + benefits	010144988-2413	2017/2018 school year
4.8	MCNALLY, Colleen (Talbert)	Student Council Advisor	\$2,000 stipend + benefits	010143888-1115	2017/2018 school year
4.9	HOWARD, Jana (Talbert)	Cheer Coach	\$1,000 stipend + benefits	010143889-1115	2017/2018 school year
4.10	OLSON, Christine (Talbert)	Student Council Bookkeeper	\$2,000 stipend + benefits	012723888-2415	2017/2018 school year
4.11	BARTON, Cecelia HOWARD, Loren JOHNSON, Jannette LEVITT, Molly LOKKEN, Megan MARBUT, Jeff MARLEY, Kayla MCNALLY, Colleen PARKER, Robin PETRILLA, Gary ROBINSON, Ashly SOTOLONGO, Joel TRIMM, Amy VON IDERSTEIN, Chelsea WALTERS, Kelly WOOD, John (Talbert)	Sports Coach for one or more of the District tournaments	\$250 stipend + benefits per sport tournament	010143889-1115	2017/2018 school year

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

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.12	WORKMAN, Tiffini (CR) CARRASCO, Christine (CX) PERKINS, Larissa (FUL) PRIETO, Pat (GIS) FOUSE, Erin (MAS) TILKA, Jim (NEW) GUTIERREZ, Michelle (OKA) YILMAZ, Sibel (PLA) COPLEY, Lindsey (PLA) TRIMM, Amy (TAL) DAO, Huong (TAM) (Educational Services)	English Learner Lead Teacher for their school site	\$1,000 stipend each, except \$500 stipend for Copley (Sep- Jan) and Yilmaz (Feb-Jun)	010028055-1115	2017/2018 school year
4.13	HARO, Jessica (Support Services)	Speech/Language Coordinator	\$1,000	015989860-1115	2017/2018 school year
4.14	MOELLER, Venus (CR) RIVERA, Elizabeth (CX) FLORES, Staci (FUL) GONSOWSKI, Kim (GIS) JARA, Amy (MAS) DAVIS, Jeanne (New) VANASSE, Cindy (OKA) RUTTER, Kelly (PLA) CRAIG, Jessica (PLA) ROBINSON, Ashly (TAL) (Support Services)	School Site Prevention Coordinator	\$1,000 stipend each, except \$500 stipend each for Rutter & Craig at Plavan	012679962-1115	2017/2018 school year
4.15	MOELLER, Venus (CR) SMITH, Kellie (CX) FLORES, Staci (FUL) DILLON, Kate (GIS) JARA, Amy (MAS) DOYLE, Jill (OKA) CRAIG, Jessica (PLA) ROBINSON, Ashly (TAL) MOORE, Jennifer (TAM) (Support Services)	504 Coordinator at their school site	\$1,000 stipend each	012299967-1115	2017/2018 school year
4.16	HISGEN, Jennifer (CR) BUCK, Niki (CX) YAMABE, Kevin (FUL) LOPEZ, Penny (GIS) ELDRIDGE, Ed (MAS) KITAHAHA, Amanda (NEW) MOUSSA-ZAHAB, Jeanie (OK) VOSS, Lauren (PLA) MARBUT, Jeff (TAL) OSBORNE, Daryl (TAM) (Technology)	Technology Coordinator at their school site	Not to exceed \$1,500 per school site	010059077-1115	2017/2018 school year

5.0 **INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	LIMBACH, Lauren (Fulton)	Cheer consultant to teach techniques and yells to Fulton cheerleaders	\$22.00 per hour	Fulton ASB	2017/2018 school year
5.2	TORRES, Jonathan (Fulton)	DJ to provide entertainment at school wide dances	\$275.00	Fulton ASB	2017/2018 school year
5.3	HATFIELD, Ayumi (Support Services)	Japanese interpretation, as needed, for parents and students	Not to exceed \$700	012509861-5813	10/5/17 – 6/21/18

**REASON FOR LATE SUBMITTAL:** Information not available at September Board meeting.

6.0 **CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	MCLAUGHLIN, Steve RUCK, Lindsey (CR) ANGELICI, Claudia (FUL) BRIGNARDELLO, Alyssa (FUL) WADHWANI, Sara (MAS) SIEMENS, Jeff (MAS) WOOD, John (TAL) LOKKEN, Megan (TAL) (Educational Services)	NGSS Statewide Rollout through CCSESA	Venture COE, Camarillo, CA	Actual and Necessary, not to exceed \$900 each	012049275-5210	Nov. 29-30, 2017

# FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

**BOARD APPROVAL DATE: 10/12/2017**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
<b>COURREGES</b>			
	American Education Federation, Inc.	\$1,500.00	Principal's Discretion
<b>COX</b>			
	The Kula Foundation	\$19.43	Classroom Enhancement
<b>FULTON</b>			
	Fulton PtA	\$1,500.00	Principal's Discretion
	Benevity Community Impact Fund	\$81.81	Principal's Discretion
<b>GISLER</b>			
	Gisler PTO	\$2,000.00	ST Math Renewal
	Gisler PTO	\$676.80	Bottled Water
	Gisler PTO	\$7,283.37	Little Bits Electronics - 3-5th gr. STEAM Education
<b>TAMURA</b>			
	Tamura PTO	\$19,032.46	64 Chromebooks & 2 Chromecarts
	Tamura PTO	\$2,500.00	ST Math

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

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing

Warrant Numbers: 77641 - 77930

Dates: 8/29/2017 - 9/29/2017

Fund 01	General Fund	823,008.69
Fund 12	Child Development	10,702.58
Fund 13	Cafeteria	19,578.69
Fund 21	GOB 2016 Election	178,017.10
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	50,808.01
Fund 68	Worker Comp	70,322.50
Fund 69	Insurance	405,516.74

<b>TOTAL</b>	<b>\$</b>	<b>1,557,954.31</b>
--------------	-----------	---------------------

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

FROM 08/30/2017 TO 09/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4076	GOLDEN STATE PAVING INC.	5,690.00	5,690.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4080	HUNTINGTON BEACH UNION HSD	82,000.00	37,000.00	012869390 5560	Maintenance / Fuel
			39,000.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			6,000.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel
L20M4081	NYBERG ARCHITECTS	31,390.00	31,390.00	012869390 5899	Maintenance / Other Operating Expenses
L20M4082	CALIFORNIA PEST MANAGEMENT	3,200.00	3,200.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4083	SOUTHWEST SCHOOL AND OFFICE SU	1,500.00	1,500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
L20M4107	ADVANTAGE WEST INVESTMENT ENTE	5,000.00	5,000.00	012889390 4340	Custodial / Custodial Supplies
L20M4113	ACCOUSTICAL MATERIAL SERVICES	181.34	181.34	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep Equip
L20M4115	REFRIGERATION CONTROL COMPANY	345.00	345.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4116	SMD INC	513.00	513.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4117	REFRIGERATION CONTROL COMPANY	264.22	264.22	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4118	GOLDEN STATE PAVING INC.	3,400.00	3,400.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4119	REFRIGERATION CONTROL COMPANY	460.54	460.54	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4121	ADVANTAGE WEST INVESTMENT ENTE	3,146.52	3,146.52	012889390 4340	Custodial / Custodial Supplies
L20M4122	KIMBALL MIDWEST	462.19	462.19	012869390 4345	Maintenance / Maintenance Supplies
L20M4123	CRANDALL'S PLUMBING INC.	120.00	120.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4124	NETWORK THERMOSTAT	2,200.00	2,200.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4125	HILLYARD / LOS ANGELES	453.32	453.32	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4126	REFRIGERATION CONTROL COMPANY	538.84	538.84	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4127	ATLAS SHEET METAL INC.	6,915.00	6,915.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4128	ATLAS SHEET METAL INC.	812.82	812.82	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4129	BEACH WIRE & CABLE INC.	813.15	813.15	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4130	TURF STAR INC.	1,800.00	1,800.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4131	UNITED PARCEL SERVICE	30.00	30.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
L20M4132	REFRIGERATION CONTROL COMPANY	422.50	422.50	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4133	REFRIGERATION SUPPLIES DISTRIB	474.11	474.11	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20R0056	FOLLETT SCHOOL SOLUTIONS INC.	7,891.99	7,891.99	010459075 5826	Pupil Achievement-Library / Licensing/Software,Maint/Supp
L20R0325	SOUTHWEST SCHOOL AND OFFICE SU	200.00	100.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
L20R0403	LEVEL 27 MEDIA	1,305.00	1,305.00	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0414	ARIEL SUPPLY INC.	500.00	500.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
L20R0415	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

FROM 08/30/2017 TO 09/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0421	FUN AND FUNCTION LLC	447.98	285.74	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0428	VIRCO MANUFACTURING	287.75	287.75	010019380 4399	School Equipment / Equipment Under \$500
			-287.75	011000000 9320	Revenue Limit - State Revenues / STORES
L20R0432	THE LEADER'S INSTUTUTE LLC	5,075.00	5,075.00	010019189 5210	Donations - Superintendent / Travel, Conference, Workshop
L20R0433	ACSA FOUNDATION FOR	1,857.40	1,857.40	012719165 5390	Superintendent / Dues and Membership Non Taxabl
L20R0434	CASTO CHAPTER TWO	385.00	385.00	016919395 5210	7240 Special Ed Transportation / Travel, Conference, Worksho
L20R0435	CALIFORNIA SCHOOL BOARDS ASSOC	2,840.00	2,840.00	012719165 4325	Superintendent / Office Supplies
L20R0438	LYTLE SCREEN PRINTING INC.	1,208.42	1,208.42	010019189 4325	Donations - Superintendent / Office Supplies
L20R0439	ACSA XVII	300.00	300.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
L20R0440	FOUNTAIN VALLEY CHAMBER OF COM	315.00	315.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
L20R0441	CALIFORNIA SCHOOL BOARDS ASSOC	12,575.00	12,575.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
L20R0443	OCSBA	125.00	125.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
L20R0444	MYRON CORP	760.77	760.77	010019189 4325	Donations - Superintendent / Office Supplies
L20R0447	LEVEL 27 MEDIA	43.50	43.50	010019961 4325	Medi-Cal Billing-Instructional / Office Supplies
L20R0448	APPSFORTE INC	2,400.00	2,400.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0449	LENOVO (UNITED STATES) INC.	4,409.95	4,409.95	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0450	APPLE COMPUTER ORDER DEPARTMEN	12,144.11	12,144.11	010013789 4410	Donations - Oka / Fixed Assets \$500-\$5000
L20R0451	CDWG	316.00	316.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0452	SOUTHWEST SCHOOL AND OFFICE SU	4,500.00	4,500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0453	AMAZON.COM LLC	836.80	836.80	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0454	SCHOOL SPECIALTY	273.62	273.62	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0455	APPLE COMPUTER ORDER DEPARTMEN	3,301.63	3,251.63	010142989 4399	Donations - Fulton / Equipment Under \$500
			50.00	010142989 5899	Donations - Fulton / Other Operating Expenses
L20R0456	ORANGE COUNTY DEPARTMENT OF ED	619.95	619.95	015999860 5390	Special Ed - Administration / Dues and Membership Non Taxabl
L20R0457	BIO-ACOUSTICAL ENGINEERING COR	12,500.00	12,500.00	012739962 5813	Medi-Cal Billing-Nurses / Consultant
L20R0458	SEHI COMPUTER PRODUCTS	16,122.19	8,352.00	010113255 4399	Title I - Cox / Equipment Under \$500
			7,770.19	010113255 4410	Title I - Cox / Fixed Assets \$500-\$5000
L20R0459	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
L20R0460	RALPHS GROCERY COMPANY	600.00	600.00	012719165 4325	Superintendent / Office Supplies
L20R0461	SUNBURST DIGITAL INC.	1,087.50	1,087.50	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
L20R0462	ARIEL SUPPLY INC.	74.98	74.98	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
L20R0464	SOUTHWEST SCHOOL AND OFFICE SU	42.20	42.20	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0465	SCHOOL SPECIALTY	500.00	500.00	015514960 4310	Special Ed. - Masuda RSP / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

FROM 08/30/2017 TO 09/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0467	COALITION FOR ADEQUATE SCHOOL	544.00	544.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
L20R0470	AMAZON.COM LLC	478.44	478.44	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0471	APPLE COMPUTER ORDER DEPARTMEN	6,327.06	6,327.06	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R0472	SOCAL SHRED LLC	207.50	207.50	012719380 5899	Business Department / Other Operating Expenses
L20R0474	STAPLES	88.84	88.84	010028255 4322	Intervention-Administrative / Testing Supplies
L20R0476	CDWG	271.01	271.01	012109078 4320	Tech/Media Office Operation / Computer Supplies
L20R0477	VAVRINEK TRINE DAY AND CO.	1,465.65	1,465.65	012169380 5810	Business - Audit Services / Audit
L20R0482	PEARSON CLINICAL ASSESSMENT	4,901.44	3,496.92	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			1,404.52	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0484	BOOKSOURCE	1,626.16	1,626.16	010113755 4310	Title I - Oka / Instructional Supplies
L20R0486	CURRICULUM ASSOCIATES INC.	141.38	141.38	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0487	LEVEL 27 MEDIA	471.18	471.18	010013189 4325	Donations - Gisler / Office Supplies
L20R0488	HOUGHTON MIFFLIN HARCOURT	827.89	827.89	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0492	MCGRAW-HILL EDUCATION INC.	289.82	289.82	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0493	PRO ED INC.	424.13	424.13	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0494	GRAINGER INC.	276.89	276.89	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0495	WESTERN PSYCHOLOGICAL	228.38	228.38	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0496	HOUGHTON MIFFLIN HARCOURT	323.64	323.64	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0497	APPLE COMPUTER ORDER DEPARTMEN	646.84	646.84	012109078 4320	Tech/Media Office Operation / Computer Supplies
L20R0498	SURPLUS TWO WAY RADIOS	1,000.00	1,000.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0499	SCHOLASTIC BOOK ORDERS	1,385.25	1,385.25	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0500	GREAT BOOKS FOUNDATION	1,366.44	1,366.44	010114055 4310	Title I - Plavan / Instructional Supplies
L20R0501	I-BLASON LLC	260.89	260.89	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0502	SEHI COMPUTER PRODUCTS	2,583.75	2,533.75	010144949 4399	Sch Site Instr - Masuda / Equipment Under \$500
			50.00	010144949 5899	Sch Site Instr - Masuda / Other Operating Expenses
L20R0503	SURPLUS TWO WAY RADIOS	976.04	976.04	010014089 4310	Donations - Plavan / Instructional Supplies
L20R0504	DEMCO	67.27	67.27	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R0505	SCHOLASTIC MAGAZINE	1,313.15	1,313.15	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0506	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R0507	RALPHS GROCERY COMPANY	600.00	600.00	010144989 4311	Donations - Masuda / Elective Supplies
L20R0508	SMART & FINAL	1,500.00	1,500.00	010144989 4311	Donations - Masuda / Elective Supplies
L20R0509	STAPLES	84.57	57.40	012849380 4320	Fiscal Services / Computer Supplies
			27.17	012849380 4325	Fiscal Services / Office Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

**FROM 08/30/2017 TO 09/30/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0510	INSTITUTE FOR PROFESSIONAL DEV	167.09	167.09	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
L20R0511	LEE & ASSOCIATES	2,117.45	2,117.45	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
L20R0513	EDUCATIONAL MANAGEMENT SOLUTIO	12,248.75	12,248.75	012819771 5813	Personnel Commission / Consultant
L20R0514	ORANGE COUNTY DEPARTMENT OF ED	100.00	100.00	012338055 5210	Title III-EL-Instructional / Travel, Conference, Workshop
L20R0515	CDWG	122.16	122.16	012109078 6410	Tech/Media Office Operation / Equipment-Furniture/Computers
L20R0516	J&C BOOKS LLC	586.16	586.16	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0517	METRO BUSINESS SOLUTIONS INC.	2,751.51	2,751.51	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
L20R0518	APPLE COMPUTER ORDER DEPARTMEN	1,000.00	1,000.00	010019961 5826	Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su
L20R0519	SOUTHWEST SCHOOL AND OFFICE SU	625.31	625.31	012719275 4325	Educational Services Admin / Office Supplies
L20R0520	NATIONAL GEOGRAPHIC SOCIETY	526.85	526.85	010055675 4310	State Standards-READING / Instructional Supplies
L20R0521	STUDIES WEEKLY INC.	489.60	489.60	010055675 4310	State Standards-READING / Instructional Supplies
L20R0522	STUDIES WEEKLY INC.	244.80	244.80	010055675 4310	State Standards-READING / Instructional Supplies
L20R0523	SUPER DUPER SCHOOL COMPANY	119.46	119.46	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
L20R0525	HOUGHTON MIFFLIN HARCOURT	250.23	250.23	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0526	CURRICULUM THAT MATTERS INC	365.00	365.00	010144989 5826	Donations - Masuda / Licensing/Software,Maint/Supp
L20R0527	HOME DEPOT	1,500.00	1,500.00	010144989 4311	Donations - Masuda / Elective Supplies
L20R0528	STAPLES	100.00	100.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R0529	TEKNIQUE IT LLC	190.96	190.96	010144949 4320	Sch Site Instr - Masuda / Computer Supplies
L20R0530	ORANGE COUNTY DEPARTMENT OF ED	300.00	300.00	012724949 5215	Sch Site Admin - Masuda / Staff Development
L20R0531	AMAZON.COM LLC	805.40	805.40	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0532	SOUTHWEST SCHOOL AND OFFICE SU	354.37	354.37	010014789 4310	PTA Donations - Courreges / Instructional Supplies
L20R0533	SCHOLASTIC MAGAZINE	1,902.74	1,902.74	010055675 4310	State Standards-READING / Instructional Supplies
L20R0534	BARNES AND NOBLE	503.33	503.33	011404955 4210	Library Services - Masuda / Library Books
L20R0535	HOME DEPOT	200.00	200.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
L20R0536	CM SCHOOL SUPPLY	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
L20R0537	SOFTSPORTS LLC	19.58	19.58	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0538	LAW OFFICES OF LIU AND NAIME	12,000.00	12,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
L20R0541	AMAZON.COM LLC	67.97	67.97	012109078 4320	Tech/Media Office Operation / Computer Supplies
L20R0542	PEARSON CLINICAL ASSESSMENT	81.56	81.56	012658155 5899	Assessment and Accountability / Other Operating Expenses
L20R0543	FOUNTAIN VALLEY SCHOOL DISTRIC	342.00	342.00	012849380 5450	Fiscal Services / Other Insurance
L20R0544	APPLE COMPUTER ORDER DEPARTMEN	6,930.61	6,930.61	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0545	AMAZON.COM LLC	129.85	129.85	012109078 4320	Tech/Media Office Operation / Computer Supplies
L20R0547	SOUTHWEST SCHOOL AND OFFICE SU	390.41	390.41	010019380 4399	School Equipment / Equipment Under \$500

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

FROM 08/30/2017 TO 09/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0548	PALOS SPORTS	1,398.84	1,398.84	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0549	ARIEL SUPPLY INC.	214.18	214.18	012849380 4330	Fiscal Services / Printing/Xerox Supplies
L20R0550	CERTIFIED TRANSPORTATION BUS C	561.34	561.34	010143887 5811	Other Donations - Talbert / Transportation Outside Agency
L20R0551	PACIFIC COACHWAYS	6,134.01	6,134.01	010011089 5811	Donations - Tamura / Transportation Outside Agency
L20R0552	CORINNE LOSKOT CONSULTING, INC	45,000.00	45,000.00	012719380 5813	Business Department / Consultant
L20R0556	HEINEMANN	1,045.00	1,045.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop
L20R0557	ORANGE COUNTY DEPARTMENT OF ED	10.00	10.00	010142929 5210	Sch Site Instr - Fulton / Travel, Conference, Workshop
L20R0558	VIRCO MANUFACTURING	347.35	347.35	010014089 4399	Donations - Plavan / Equipment Under \$500
L20R0559	BARNES AND NOBLE	499.80	499.80	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0560	HOUGHTON MIFFLIN HARCOURT	1,019.53	1,019.53	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0561	HOUGHTON MIFFLIN HARCOURT	1,019.53	1,019.53	012129078 4110	Lottery Instructional Material / Basic Textbooks
L20R0566	OFFICE DEPOT	246.85	246.85	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0567	LAKESHORE LEARNING MATERIALS	85.41	85.41	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
L20R0568	ORANGE COUNTY DEPARTMENT OF ED	27,674.00	27,674.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0569	ORANGE COUNTY DEPARTMENT OF ED	51,769.00	47,360.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
			4,409.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
L20R0570	ORANGE COUNTY DEPARTMENT OF ED	645.00	645.00	010014089 4310	Donations - Plavan / Instructional Supplies
L20R0571	SHI INTERNATIONAL CORP	9,550.00	9,550.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0572	HEINEMANN	78.30	78.30	010114055 4310	Title I - Plavan / Instructional Supplies
L20R0573	BLICK ART MATERIALS	500.00	500.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R0574	BARNES AND NOBLE	608.98	608.98	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0575	BARNES AND NOBLE	17.08	17.08	010142989 4311	Donations - Fulton / Elective Supplies
L20R0576	AARDVARK CLAY AND SUPPLY	300.00	300.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R0577	NASCO	200.00	200.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R0578	ORANGE COUNTY DEPARTMENT OF ED	30.00	30.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
L20R0579	PERSONNEL COMMISSIONERS ASSOC	40.00	40.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
L20R0581	INDUSTRIAL ELECTRONIC SERVICE	309.99	309.99	010144949 4327	Sch Site Instr - Masuda / Health Supplies
L20R0585	DELL INC	2,789.56	2,789.56	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R0586	AIRWOLF 3D	149.97	149.97	010142989 4311	Donations - Fulton / Elective Supplies
L20R0587	PEARSON CLINICAL ASSESSMENT	949.03	246.60	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			702.43	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R0588	PRO ED INC.	228.38	228.38	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
L20R0589	INDUSTRIAL WEBBING CORP	247.96	247.96	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

FROM 08/30/2017 TO 09/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0594	STENHOUSE PUBLISHERS	26.10	26.10	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0595	HEINEMANN	635.10	635.10	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0600	VIRCO MANUFACTURING	536.36	536.36	010019380 4399	School Equipment / Equipment Under \$500
L20R0601	SCHOOL OUTFITTERS	8,162.71	8,162.71	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
L20R0602	CERTIFIED TRANSPORTATION BUS C	4,671.68	4,671.68	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
L20R0603	CERTIFIED TRANSPORTATION BUS C	927.68	927.68	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
L20R0604	CERTIFIED TRANSPORTATION BUS C	5,959.20	5,959.20	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
L20R0605	CERTIFIED TRANSPORTATION BUS C	1,707.68	1,707.68	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
L20R0606	CDWG	4,829.41	4,829.41	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R0607	GUITAR CENTER INC.	986.72	986.72	010092976 4310	Instrumental Music-Fulton / Instructional Supplies
L20R0608	HEINEMANN	368.13	368.13	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0609	SCHOLASTIC MAGAZINE	415.25	415.25	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0610	DEMCO	133.95	70.05	011404955 4230	Library Services - Masuda / Lost Books Rebate
			63.90	011404955 4320	Library Services - Masuda / Computer Supplies
L20R0611	SCHOLASTIC MAGAZINE	1,306.54	1,306.54	010055675 4310	State Standards-READING / Instructional Supplies
L20R0612	BARNES AND NOBLE	200.52	200.52	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
L20R0613	HEINEMANN	93.30	93.30	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
L20R0617	J W PEPPER	705.68	705.68	010142989 4311	Donations - Fulton / Elective Supplies
L20R0618	FOLLETT SCHOOL SOLUTIONS INC.	100.94	100.94	011404955 4230	Library Services - Masuda / Lost Books Rebate
L20R0619	BARNES AND NOBLE	405.59	405.59	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0620	LAKESHORE LEARNING MATERIALS	1,100.00	1,100.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0621	ORANGE COUNTY DEPARTMENT OF ED	1,800.00	1,800.00	010055375 5813	State Standards-SCIENCE / Consultant
L20R0623	GUITAR CENTER INC.	133.93	133.93	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
L20R0624	AMAZON.COM LLC	65.24	65.24	010142989 4399	Donations - Fulton / Equipment Under \$500
L20R0625	BAD WOLF PRESS	97.88	97.88	010014089 4310	Donations - Plavan / Instructional Supplies
L20R0626	STUDIES WEEKLY INC.	153.00	153.00	010055675 4310	State Standards-READING / Instructional Supplies
L20R0628	U.S. SCHOOL SUPPLY INC.	201.24	201.24	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
L20R0631	BARNES AND NOBLE	38.75	38.75	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0632	AMAZON.COM LLC	42.12	42.12	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R0633	CANNON SPORTS	117.29	117.29	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R0636	AMAZON.COM LLC	40.52	40.52	012109078 4325	Tech/Media Office Operation / Office Supplies
L20R0637	LAKESHORE LEARNING MATERIALS	217.50	217.50	010055175 4310	State Standards-MATH / Instructional Supplies
L20R0644	MCGRAW-HILL EDUCATION INC.	1,078.20	1,078.20	010142989 4310	Donations - Fulton / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

**FROM 08/30/2017 TO 09/30/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0645	SCHOLASTIC MAGAZINE	5,744.93	5,744.93	010055275 4310	State Standards-ELA / Instructional Supplies
L20R0646	CREATIVE SMARTS INC	245.00	245.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop
L20R0649	TRANSPARENT LANGUAGE INC	1,250.63	1,250.63	012218055 5826	Title III - Immigrant Instr / Licensing/Software,Maint/Supp
L20S8013	UNITED HEALTH SUPPLIES	129.96	129.96	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8014	ARIEL SUPPLY INC.	1,402.33	1,402.33	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8015	CANNON SPORTS	617.15	617.15	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8016	VERITIV	783.00	783.00	011000000 9320	Revenue Limit - State Revenues / STORES
<b>Fund 01 Total:</b>		<b>528,440.35</b>	<b>527,890.36</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

FROM 08/30/2017 TO 09/30/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4085	POWER PLUS	420.00	420.00	120336098 4325	Extended School Administration / Office Supplies
L20M4120	ADVANTAGE WEST INVESTMENT ENTE	314.07	314.07	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0384	LAKESHORE LEARNING MATERIALS	271.88	271.88	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R0409	LAKESHORE LEARNING MATERIALS	542.66	542.66	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
L20R0468	LAKESHORE LEARNING MATERIALS	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0469	OFFICE DEPOT	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0473	LAKESHORE LEARNING MATERIALS	161.57	161.57	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0475	TOYS R US	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0479	LAKESHORE LEARNING MATERIALS	65.25	65.25	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0480	ORANGE COUNTY DEPARTMENT OF ED	60.00	60.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0481	ORANGE COUNTY COUNCIL, BOY SCO	1,000.00	1,000.00	120016086 5812	Outdoor Education - Child Care / Admission Costs
L20R0483	HOME DEPOT	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0489	TOYS R US	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0490	LEVEL 27 MEDIA	304.50	304.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0524	ARIEL SUPPLY INC.	184.88	184.88	120336098 4325	Extended School Administration / Office Supplies
L20R0554	LAKESHORE LEARNING MATERIALS	163.07	163.07	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0555	LAKESHORE LEARNING MATERIALS	624.22	624.22	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0562	TOYS R US	163.13	163.13	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0592	LAKESHORE LEARNING MATERIALS	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0593	TOYS R US	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
L20R0599	HUNTINGTON BEACH UNION HSD	650.00	650.00	120016086 5751	Outdoor Education - Child Care / Direct Cost - Field Trips
L20R0616	LAKESHORE LEARNING MATERIALS	100.00	100.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R0635	SURPLUS TWO WAY RADIOS	244.69	244.69	120016098 5645	Extended School Instructional / Outside Srvs-Repairs & Maint
L20R0638	HOME DEPOT	538.75	538.75	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
<b>Fund 12 Total:</b>		<b>6,733.06</b>	<b>6,733.06</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

**FROM 08/30/2017 TO 09/30/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0539	CALIFORNIA DEPARTMENT OF EDUCA	938.60	938.60	133207380 4710	Cafeteria Fund / Food
L20R0540	REFRIGERATION CONTROL COMPANY	292.50	292.50	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0553	SENSOSCIENTIFIC INC	8.87	8.87	133207380 4790	Cafeteria Fund / Food Services Supplies
L20R0563	HEARTLAND PAYMENT SYSTEMS	1,350.00	1,350.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
	Fund 13 Total:	2,589.97	2,589.97		



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

**FROM 08/30/2017 TO 09/30/2017**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4084	DIVISION OF THE STATE ARCHITEC	1,500.00	500.00	402863190 5899	Modernization - Gisler / Other Operating Expenses
			500.00	402863790 5899	Modernization - Oka / Other Operating Expenses
			500.00	402863890 5899	Modernization - Talbert / Other Operating Expenses
L20M4114	ARMOR FENCE CONCEPTS	3,874.00	3,874.00	402998990 5645	Moiola Improvement Projects / Outside Srvs-Repairs & Mainte
	Fund 40 Total:	5,374.00	5,374.00		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 10/12/2017**

**FROM 08/30/2017 TO 09/30/2017**

<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>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			542,587.39		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **10/12/2017**

**FRO 08/30/2017 TO 09/30/2017**

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>L20M4021</b>	<b>RAMIREZ, JUAN CARLOS</b>	<b>10,300.00</b>	+2,530.00	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
			+920.00	016929395 5645	7230 Home-to-Sc Transportation / Outside Srvs-Repairs & Ma
<b>L20R0170</b>	<b>SOUTHWEST SCHOOL AND OFFICE SU</b>	<b>1,250.00</b>	+550.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
<b>L20R0310</b>	<b>LYNDE-ORDWAY COMPANY</b>	<b>800.00</b>	+528.12	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
<b>L20R0325</b>	<b>SOUTHWEST SCHOOL AND OFFICE SU</b>	<b>200.00</b>	+100.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
<b>L20R0350</b>	<b>SOUTHWEST SCHOOL AND OFFICE SU</b>	<b>3,000.00</b>	+1,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
<b>L20R0421</b>	<b>FUN AND FUNCTION LLC</b>	<b>447.98</b>	+285.74	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
<b>Fund 01 Total:</b>			<b>+5,913.86</b>		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/12/2017

FRO 08/30/2017 TO 09/30/2017

<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>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
---------------------------	---------------	---------------------------	--------------------------------	---------------------------------	------------------------------------

Total Account Amount:

+5,913.86



SO: 2017-18/B18-07  
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 #1: July 1 – September 30, 2017)**  
**DATE:** October 5, 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: July 1 through September 30, 2017

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 first quarter of the 2017-18 year and approves its submittal to the Orange County Department of Education.



2017-18 Quarterly Report  
Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Mark Johnson, Ed.D.

Title: Superintendent

- ☒ Quarter #1    July 1 - September 30, 2017    **Report due by October 27, 2017**
- ☐ Quarter #2    October 1 - December 31, 2017    **Report due by January 26, 2018**
- ☐ Quarter #3    January 1 - March 31, 2018    **Report due by April 27, 2018**
- ☐ Quarter #4    April 1 - June 30, 2018    **Report due by July 27, 2018**

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: 10/12/2017

Please submit to:

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



Fountain Valley School District  
BUSINESS SERVICES DEPARTMENT

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **APPROVE CHRISTINE FULLERTON, ASSISTANT SUPERINTENDENT, BUSINESS SERVICES AND JOE HASTIE, DIRECTOR OF MAINTENANCE & FACILITIES AS THE DISTRICT'S REPRESENTATIVES TO THE STATE FACILITIES PROGRAM**  
DATE: October 5, 2017

---

**Background:**

The approval of this item would designate Christine Fullerton, Assistant Superintendent, Business Service, and Joe Hastie, Director of Maintenance & Facilities, the ability to act on the District's behalf with the Office of Public School Construction, in requesting information and submitting applications for State Bond funds.

**Fiscal Impact:**

The District's State Facilities funding eligibility has not yet been determined.

**Recommendation:**

It is recommended that the Board of Trustees approves Christine Fullerton, Assistant Superintendent, Business Services, and Joe Hastie, Director of Maintenance & Facilities, as the District's representatives to the State Facilities Program.



Fountain Valley School District  
Personnel

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **RESOLUTION 2018-13: AUTHORIZATION FOR TEACHING  
CREDENTIALS 2017-2018 SCHOOL YEAR**  
DATE: October 5, 2017

---

**Background:**

The Governing Board of a school district, by Resolution, may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class below grade 9, provided that the teacher has completed at least 12 semester units or 6 upper division units of coursework at an accredited institution in each subject to be taught.

The Governing Board of a school district may authorize the holder of a single subject teaching credential or a standard teaching credential to be assigned to teach classes in grades 5 to 8 of a middle school if the teacher has a minimum of 12 semester units or 6 upper division or graduate units of coursework at an accredited institution in the subject to which he/she is assigned.

**Recommendation:**

It is recommended that the Board of Trustees adopts Resolution 2018-13 to approve the teaching assignments listed.



**FOUNTAIN VALLEY SCHOOL DISTRICT  
RESOLUTION NO 2018-13**

**EDUCATION CODES 44256(b), 44258.2  
Authorization for Teaching Credentials**

**WHEREAS**, Education Code 44256(b) states that the governing board of school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

Brunner, Michael	Science
Flores, Staci	English/Social Science
Fouse, Erin	Social Science
Gharios, Malia	Math
Hall, Scott	Social Science
Negro/Ybaben, Carrie	Social Science
James, Brooke	English/Social Science/Art
Johnson, Jannette	English/Social Science
Marley, Kayla	Social Science
Patriarca, Renee	English/Social Science/Public Speaking
Phillips, Jody	English/Social Science
Robinson, Ashley	English
Trimm, Amy	English
Walton, Lorri	Math, Spanish
Woo, Linda	Math
Yu, Connie	General Science; Life/Earth Science

**WHEREAS**, Education Code 44258.2 states that the holder of a single subject teaching credential or a standard teaching credential may with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned. This assignment shall be for one year, but may be renewed annually by action of the governing board.

Fockler, Beth	Social Science
---------------	----------------

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the Governing Board of the Fountain Valley School District hereby approves the following teaching assignments per Education Code 44256 (b), and Education Code 44258.2 for the 2017-2018 school year.

*PASSED AND ADOPTED By the Governing Board on October 12, 2017 by the following vote:*

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Abstentions: \_\_\_\_\_

[illegible]

I, \_\_\_\_\_, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

**WITNESSED** my hand this 12<sup>th</sup> day of October, 2017.

Clerk of the Governing Board



Fountain Valley School District  
Information Technology

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Parham Sadegh, IT Supervisor  
SUBJECT: ***APPROVAL TO SOLICIT REQUEST FOR PROPOSAL TO  
UPGRADE EXISTING 1 GB DATA LINES TO 10 GB  
DISTRICTWIDE***  
DATE: October 5, 2017

---

**Background:**

The district has seen an increase in the number of wireless devices used by both students and staff over the last four years. To accommodate the influx of current and future devices, the IT department recommends increasing the current data line speeds from 1 GB to 10 GB, taking advantage of Category 1 E-Rate discounts. This requires a Request for Proposal (RFP) to be created in order to solicit proposals from qualified contractors. The RFP will include detailed information on the services to be provided, and the criteria to be used in awarding the RFP.

**Fiscal Impact:**

The scope of work outlined in the request for proposal would be funded 50 percent through Category 1 E-Rate, with the remainder coming from the IT department budget. Total costs are expected to be approximately \$800 to \$1,000 per line for 24 lines.

**Recommendation:**

It is recommended that the Board of Trustees approves the Solicitation of Request for Proposal to Increase Data Line Speeds from 1 GB to 10 GB.



Fountain Valley School District  
Support Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
**SUBJECT: Language Network**  
DATE: October 5, 2017

---

**Background:**

Due to increasing requests for interpreter and translator services for parent conferences/meetings, assessments, IEP's, etc., there is a need to contract with an outside agency to meet these requests. These requests will be filled and charged on a case by case basis. We would like to contract with Language Network. This company has the ability to service a wide variety of languages that may be requested for interpretation and/or translation.

**Fiscal Impact:**

The terms of agreement will be October 6, 2017 through June 21, 2018 in an amount not to exceed \$6,000.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract with Language Network for the 2017-2018 school year.

## **Service Agreement with Language Network, Inc**

**1. About these Terms and Conditions.** These general terms and conditions (“Terms and Conditions”), and any request for services, to the extent confirmed in writing by Language Network, Inc (“Language Network, Inc”), represent the entire agreement (the “Agreement”) made by and between Language Network, Inc and the person or entity requesting services from Language Network, Inc (the “Client”). These Terms and Conditions may not be supplemented, modified or amended except by written agreement signed by both the Client and Language Network, Inc Any terms and conditions of the Client’s purchase order or other forms or communications additional to or varying from those of this Agreement shall not be binding on Language Network, Inc unless specifically agreed to in writing by Language Network, Inc

**2. Requests.** Each request for services to be provided by Language Network, Inc (a “Request”) must be made in writing by the Client, and must be confirmed in writing by Language Network, Inc. No Requests, offers or terms and conditions shall be binding on Language Network, Inc unless and until, and except to the extent they are confirmed in writing by Language Network, Inc There shall be no binding contract and no obligation of any kind on Language Network, Inc until issuance of written confirmation thereof by Language Network, Inc.

**3. Intended Use of Work; Specifications.** The Client shall clearly and specifically indicate the purpose and intended use of any work requested from Language Network, Inc, as well as any other specifications regarding the services to be delivered by Language Network, Inc, all of which must be agreed to in writing by Language Network, Inc (the “Specifications”). Specifically, and without limitation, the Client shall indicate in the Specifications whether any documents submitted to Language Network, Inc for translation purposes will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters rogatory, depositions, etc., contracts of any nature, advertising, printing or publication. The Client shall also make known to Language Network, Inc any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e. medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the service(s) to be provided by Language Network, Inc and/or the translations or other work product to be delivered by Language Network, Inc to the Client or its designees (collectively, the “Deliverables”) shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications, and Language Network, Inc shall have no obligation to produce a translation suitable for any other use or for any other purpose or in any context not specifically disclosed and described by the Client. The Client understands and acknowledges that no Deliverables can be certified as accurate or suitable with respect to any use or purpose or in any context except that specifically described by the Client.

**4. Fees.** Unless otherwise agreed in writing by Language Network, Inc, all fees for services provided by Language Network, Inc hereunder are payable in full, in United States dollars, upon receipt of invoice [within 30 days of] the delivery or provision thereof. At the Client's request, Language Network, Inc shall provide a written estimate of its fees upon review of the Specifications and any source materials or other documentation provided by the Client. The Client shall pay Language Network, Inc such deposit as may be requested by Language Network, Inc in writing, prior to commencement of the assignment.

The Client understands and agrees that any change in the Specifications after the acceptance of an estimate by Language Network, Inc may result in delays in the provision of the Deliverables and/or additional fees, even if the scope of the project in question is narrower as a result of such change in Specifications. Language Network, Inc reserves the right to adjust pricing and/or delivery estimates upon receipt and evaluation of the final source materials to be translated. Unless otherwise agreed in writing by Language Network, Inc, the Client is liable to Language Network, Inc for payment in full of Language Network, Inc's invoice for the Deliverables, whether or not such invoice amount exceeds the amount provided by Language Network, Inc in its written estimate, provided that any variance is explained in Language Network, Inc's invoice.

**5. Reimbursable Expenses; Delivery and Shipping.** In addition to the amount to be paid to Language Network, Inc as compensation for its work, the Client shall reimburse Language Network, Inc for its reasonable out-of-pocket expenses and disbursements ("Disbursements") incurred in connection with performance of the work for the Client, including without limitation, delivery and shipping costs for third party service providers such as courier services, Federal Express, UPS, US Postal Service, other express delivery services, and any insurance fees deemed necessary or appropriate by Language Network, Inc, as well as long-distance telephone or telefax charges incurred on the Client's behalf. All such Disbursements shall be invoiced by Language Network, Inc to the Client at cost plus handling charges at Language Network, Inc's normal rates. Language Network, Inc shall incur no liability for lateness, negligence, or direct or indirect damages due to delays or failure to deliver by such third party service providers.

**6. Credit References & Payment Terms.** If deemed necessary by Language Network, Inc, all first-time clients shall submit verifiable credit references before Language Network, Inc will proceed with a Request. If adequate credit references cannot be provided, all work must be paid for in advance. Language Network, Inc may, at its discretion, require deposits or COD payment for certain projects. Unless otherwise specifically agreed in writing, under no circumstances will Language Network, Inc extend credit for more than a maximum of 30 days from the date of the invoice. Any

invoice outstanding and unpaid for more than 30 days shall be considered delinquent, and interest shall accrue on all balances outstanding for more than 25 days at the lower of (i) 1.5% per month (18% per annum) or (ii) the highest rate allowed by law. [In addition to interest accruing on outstanding balances, Language Network, Inc shall also invoice a late payment handling charge of \$25.00 to be billed with each reminder statement mailed to the Client in monthly intervals.] The Client agrees that any and all fees, costs and expenses, including without limitation reasonable attorney's fees and disbursements ("Collection Costs") incurred by Language Network, Inc in connection with collection attempts shall be paid by the Client. Any such Collection Costs shall be due and payable to Language Network, Inc upon the Client's receipt of Language Network, Inc's invoice to the Client therefore.

**7. Revision of Translation-Related Deliverables.** The Client agrees to promptly review the translation-related Deliverables upon receipt thereof and to notify Language Network, Inc within seven (7) business days of any errors or omissions in such Deliverables. Language Network, Inc agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any approved glossary ("Non-Subjective Errors"). Language Network, Inc's sole obligation with respect to such Non-Subjective Errors is the obligation to correct the Deliverable at no cost to Client, provided that the Client gives notice of such errors to Language Network, Inc within seven (7) business days of Client's receipt of the Deliverables. Failure to raise an objection within this period shall be considered as approval of the work as delivered. All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges. Language Network, Inc shall not be responsible for alterations to Language Network, Inc's work made by any other person acting on behalf of the Client or any third-party.

**8. Employees & Subcontractors; Non-Circumvention.** The Client agrees that the Client shall not solicit or retain, either directly or indirectly, any employee, translator, interpreter, or other personnel contracted or supplied by Language Network, Inc (collectively referred to as "Language Network, Inc's Agents and Independent Contractors") to provide services for the Client other than by submitting the desired work to Language Network, Inc. In the event of any breach of this provision by the Client, without limiting any other remedy which may be available to Language Network, Inc, the Client shall owe to Language Network, Inc as a referral fee, 100% of any and all amounts paid by Client to any of Language Network, Inc's Agents and Independent Contractors with respect to any services performed for the Client by any of Language Network, Inc's Agents and Independent Contractors, other than by or through Language Network, Inc, at any time within two years after the date of the Client's most recent Request made to Language Network, Inc.

**9. Copyrights.** Final release of copyrights or other intellectual property rights for translations in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances of the invoice amount, fees and Disbursements due to Language Network, Inc, including interest and any possible Collection Costs.

**10. Retention of Source Materials and Work Product.** Language Network, Inc reserves the right to retain file copies of all source materials and any work product contained in any of the Deliverables, but shall have no obligation to do so unless otherwise agreed in writing by Language Network, Inc. Language Network, Inc shall have no obligation to comply with any request by the Client for source materials or Deliverables more than [six (6) months] after the date of first delivery of the Deliverables to the Client or its designee; provided that Language Network, Inc may search for and provide such source materials and/or Deliverables upon the payment of an additional fee to Language Network, Inc to be agreed upon in advance.

**11. Cancellation Policy.** All cancellations of services contracted by the Client require written notice to Language Network, Inc. For services related to translation, interpretation and/or transcription, any cancellation of work already begun will incur a cancellation fee to be determined by the work already performed, in the amount of that portion of the total estimated cost allocable to the work already performed, plus all costs and Disbursements, of any kind, incurred in connection with the services contracted or the performance of work thereunder. This may include billing for work performed up to the time of cancellation, additional administrative or research time, rush fees, and project-specific expenses. For services relating to interpreting, voice-overs or other audio/video services, all such services shall be subject to a cancellation notice period of at least [two (2) days] prior to the earliest time and date set for such work. In the event of such cancellation with required notice, the cancellation fee shall be [0%] of the quoted amount for the service contracted. In the event of such a cancellation without giving the required notice, the cancellation fee shall be [100%] of the quoted amount.

In addition to any applicable cancellation fees, the Client shall reimburse Language Network, Inc for all costs, expenses and Disbursements incurred in connection with the service contracted, including without limitation any and all Disbursements, additional fees, or additional charges incurred towards any third party, including but not limited to equipment providers or audio or video recording facilities booked by Language Network, Inc for that specific project, whether as a consequence of such third party's cancellation or booking policies or otherwise.

The Client agrees to pay the fees described in this section as liquidated damages (and not a penalty) in the event the Client cancels any Request, in whole or in part, for any reason.



**12. Limitation of Liability; No Warranties.** In performing its services, Language Network, Inc endeavors to produce accurate, idiomatic translations of the highest quality. Notwithstanding the foregoing, the Client understands and accepts that words and phrases in different languages rarely have an exact correlation, and that no liability is assumed by Language Network, Inc for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. The Client agrees that Language Network, Inc's sole and exclusive liability with respect to the text of any translation-related Deliverables shall be to correct Non-Subjective Errors as set forth in Section 7 above.

**EXCEPT AS SET FORTH ABOVE, LANGUAGE NETWORK, INC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE,** except only as may be contained in such written certification that Language Network, Inc may deliver to the Client at the time of delivery of the Deliverables. Language Network, Inc shall be under no obligation to provide any such certification unless, and except only to the extent, as specifically agreed in the written confirmation of the Client's Request delivered by Language Network, Inc to the Client.

**LANGUAGE NETWORK, INC SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY LOSSES, CLAIMS, CAUSES OF ACTION, EXPENSES, JUDGMENTS, OR DAMAGES OF ANY NATURE OR KIND, INCLUDING WITHOUT LIMITATION SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OR INCOME (COLLECTIVELY, THE "CLAIMS"), EXCEEDING THE LESSER OF THE INVOICE AMOUNT OR THE REPLACEMENT VALUE OF THE WORK PERFORMED BY LANGUAGE NETWORK, INC, AND REGARDLESS OF WHETHER LANGUAGE NETWORK, INC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THIS LIMITATION SHALL APPLY WHETHER SUCH ALLEGED CLAIMS MAY BE DUE TO DISPUTE, INADEQUATE GUIDELINES, FAULTY SPECIFICATIONS, FAILURE TO RESPOND TO INQUIRIES, NEGLIGENCE, SCHEDULING, THIRD PARTY SERVICE PROVIDER FAILURE, WARS, RIOTS, ACTS OF GOD OR NATURE, OR ANY OTHER CAUSE.**

Notwithstanding the foregoing, under no circumstances shall Language Network, Inc be liable for any delay in delivering or providing Deliverables if such delay results, directly or indirectly, from (a) the failure or inability of the Client to provide Language Network, Inc with the fee deposit, as well as complete and/or legible copies of any documents or

other materials necessary for the provision of the Deliverables, if applicable, (b) the failure of the Client to timely comply with any other obligation or to timely provide any other materials or information needed for the preparation and/or provision of any Deliverables, or (c) instances of force majeure or any other reason beyond the control of Language Network, Inc

**13. Client Warranties; Indemnification.** The Client represents and warrants that (a) the Client owns or has obtained all necessary rights, title and interest, in and to the source material(s) to be translated or otherwise worked on by Language Network, Inc, including and without limitation all applicable copyrights, trademarks or service marks, or licenses thereunder, with respect to written materials or designs; the rights and titles for film and audio productions; and any necessary patent rights or license thereunder with respect to technical materials, and that (b) neither the provision of the Deliverables nor any other service to be performed by Language Network, Inc with respect to such material(s), or any copying in connection therewith, will infringe or otherwise violate the rights of any third parties. The Client shall defend, indemnify and hold Language Network, Inc harmless from and against (a) any Claims of any person or entity arising in connection with any challenge to the Client's rights to, or use of, the above material(s), any allegation or infringement or violation of a third party's rights, or any other circumstances calling into question the accuracy and truth of the Client's representations and warranties above, whether or not such challenge or allegations are ultimately successful in legal proceedings, and (b) any and all costs, expenses, attorney's fees and disbursements, losses and damages of any kind incurred by Language Network, Inc as a consequence of or in connection with such Claim, whether or not Language Network, Inc was named as a party to any action or proceeding in connection therewith.

Furthermore, The Client agrees to defend, indemnify and hold Language Network, Inc harmless from and against the full amount of any Claims, whether direct or indirect, incidental, or consequential, to the extent such Claims are caused by or result from (a) the Client's use of any Deliverables for purposes other than such Deliverables were intended or for a specific purpose not previously communicated and agreed to by Language Network, Inc, and the Deliverables commissioned were not approved by Language Network, Inc in writing for such new and redefined use, (b) translations performed on a rush basis which may preclude editing and proofreading that would otherwise be considered prudent, (c) any documents, computer files, audio and video tapes, graphics or other property submitted by the Client to Language Network, Inc, which shall be at the Client's risk, and (d) any illegal or libelous matter translated, printed, recorded or otherwise processed by Language Network, Inc on behalf of the Client, and/or any infringement or alleged infringement or violation of third party rights, including without limitation with respect to any trademarks, service marks, copyrights, patents, designs, trade secrets, or materials or information alleged to be of a confidential or proprietary nature.

**14. Confidentiality and Terminological Data.** Language Network, Inc undertakes to take reasonable measures to protect the confidentiality of the Client's proprietary information, including any materials such as trade secrets, financial information, information relating to business, products, patent applications, litigation, customer lists, personal information or protected health information, to the extent that such materials are designated by the Client as "Proprietary and Confidential." Nevertheless, it is understood and agreed that (a) in the course of its engagement by the Client, Language Network, Inc will be entitled to provide copies of any such Confidential or Proprietary materials to any and all of Language Network, Inc's employees, agents, independent contractors, or other third party service providers, to the extent required, in Language Network, Inc's judgment, to complete the work contracted for by the Client, and (b) Language Network, Inc shall have no responsibility for information that becomes available to the general public through no act or negligence on the part of Language Network, Inc

Unless otherwise agreed in writing, the Client's proprietary and/or confidential materials shall not include, or be deemed to include, any terminological data or glossaries created or compiled by Language Network, Inc in the course of work for the Client, which data and/or glossaries shall remain the property of Language Network, Inc Language Network, Inc reserves the right to use such materials in any manner, including without limitation the performance of services for third parties [and the sale of such data or glossaries to publishers].

**15. Applicable Law.** These Terms and Conditions shall be governed in all respects by the laws of the United States of America, and by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within the State of California between residents thereof.

**16. Dispute Resolution.** [Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its then-prevailing Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the English language in the City of Redlands, CA in accordance with the United States Arbitration Act.]

Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Redlands, CA, as applicable, for any matter arising out of or relating to these Terms and Conditions, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Redlands, CA such personal jurisdiction shall be nonexclusive.

**17. Notices.** All notices or communications required or permitted to be given hereunder shall be in writing and shall be effective when transmitted, with machine generated transmittal confirmation, if sent by fax to the Client at its address or fax number in its Request or other correspondence, to Language Network, Inc, or to Language Network, Inc at its address or fax number shown on its confirmation of Request to the Client. A notice shall be deemed written if sent by email to the Client at its email address shown in its Request or other correspondence, or to Language Network, Inc, at its email address shown in its confirmation of Request to the Client, and such notice shall, unless contrary is proven, be deemed to be received on the day it was sent.

**18. Modifications.** No modification, amendment, supplement to or waiver of these Terms and Conditions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

**19. Waiver.** No waiver by either party, express or implied, of any term, condition or obligation of these Terms and Conditions shall be construed as a waiver of any subsequent breach of any term, condition or obligation of these Terms and Conditions, whether of the same or a different nature.

**20. Entire Understanding.** These Terms and Conditions, and the terms of any written confirmation provided by Language Network, Inc to the Client, set forth the entire understanding of the parties as to the subject matter hereof, and supersede all previous understandings or agreements (whether written or oral) concerning the subject matter hereof.

**21. Severability.** If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be severed from these Terms and Conditions with respect to the matter in question, and the remainder of the Terms and Conditions shall remain in full force and effect.

**22. Publicity.** Language Network, Inc may use the name of the Client in press releases, advertising and materials distributed to prospective customers, unless otherwise agreed by the parties in writing.

**23. Authority.** The undersigned person executing these Terms and Conditions on behalf of the Client represents that he/she has the authority to do so on the Client's behalf and has been authorized by the Client to do so.


Term: Valid as of contract signature date. 2017-2018 school year and renewable per year thereafter.

**Client:** Fountain Valley School District  
Special Education Department

\_\_\_\_\_  
**By:** \_\_\_\_\_, an authorized representative

**Date:** \_\_\_\_\_

**Language Network, Inc**

  
\_\_\_\_\_

**By:** Jordan Evans, an authorized representative

**Date:** 10/3/17



Fountain Valley School District  
Support Services

M E M O R A N D U M

TO: Mark Johnson  
FROM: Cara Robinson, Director of Support Services  
SUBJECT: **INDEPENDENT CONTRACT FOR BEHAVIOR SOLUTIONS**  
DATE: September 28, 2017

---

**Background:**

In the past, WOCCE has contracted with Behavior Solutions to support students with Autism that require behavioral supervision and support. In the 2017-2018 school year, WOCCE no longer contracts directly with Behavior Solutions due to the fact that individual districts within the SELPA are now opting out of this service, while others have their own contracts with the company.

Fountain Valley still uses Leigh Perales of Behavioral Solutions, and has for many years. Fountain Valley still wishes to contract with Leigh as she provides staff consultation and student supervision on current students that attend Newland Elementary. These are services that are bound by previous IEP agreements and, therefore, need to continue until other decisions in IEP meetings are made.

**Fiscal Impact:**

Not to exceed \$7,000.00.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract between Behavior Solutions and FVSD, not to exceed the amount of \$7,000, for student behavioral consultation and supervision.



## INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is hereby entered into between the **Fountain Valley School District**, hereafter referred to as "DISTRICT", and **Behavior Solutions, Inc.**, hereafter referred to as "CONTRACTOR". DISTRICT and CONTRACTOR may hereafter be referred to as "PARTY" or collectively as the "PARTIES".

### RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice, if such persons are specially trained and experienced and competent to perform the special services required; and

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

WHEREAS, CONTRACTOR is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

### AGREEMENTS

1. **SERVICES.** In consultation and cooperation with the DISTRICT, the CONTRACTOR shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

**Provide teacher training and consultations.**

Attachments to this agreement - please check, if applicable:

- ☐ Statement of Work
- ☒ Proposal/Price Quotations
- ☐ Fee Schedule
- ☐ Other attachment described as: \_\_\_\_\_

Any attachment is hereby incorporated into this AGREEMENT and made a part of it. In the event of any conflict between the language in this AGREEMENT and any attachment incorporated herein, the language in this AGREEMENT will govern and take precedence over any attachment.

2. **TERM.** The CONTRACTOR will commence providing services under this AGREEMENT on **October 12, 2017** and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 23, 2018**. Time shall be of the essence in the performance of this AGREEMENT. If the CONTRACTOR, at any time during the term of this agreement becomes



noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the CONTRACTOR to properly perform under this AGREEMENT, then the CONTRACTOR shall immediately notify the DISTRICT'S Purchasing and Contracts Department in writing.

3. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is an independent contractor and will perform said services as an independent contractor and not as an employee of the DISTRICT. Accordingly, nothing in this AGREEMENT shall be construed as establishing a relationship of employer and employee, or principal and agent between the DISTRICT and the CONTRACTOR or between the DISTRICT and any of the CONTRACTOR'S agents or employees. CONTRACTOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. CONTRACTOR and its agents and employees shall not be entitled to any rights and or privileges of the DISTRICT'S employees and shall not be considered in any way to be the employees of the DISTRICT. Each party acknowledges that the CONTRACTOR is not an employee for state or federal tax purposes or any other purpose.
4. **MATERIALS.** The DISTRICT will prepare and furnish to the CONTRACTOR upon request such existing information as is reasonable necessary for the performance of the CONTRACTOR. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this AGREEMENT. Each PARTY shall cooperate with the other party.
5. **COMPENSATION.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this AGREEMENT a total fee not to exceed \$7,000.  
  
0 If this is an AGREEMENT to pay the CONTRACTOR by the hour, then this box shall be checked and the hourly rate indicated as follows: see attachment of consultation rates. It is the sole obligation of the CONTRACTOR to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this AGREEMENT.
6. **PAYMENT.** Payment shall be made to the CONTRACTOR within thirty (30) days after receipt of fully supported and detailed invoice(s) which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The DISTRICT will not be obligated to make more than one (1) payment to the CONTRACTOR each month.
7. **PRODUCT OF SERVICES.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT.



8. **COPYRIGHT/TRADEMARK/PATENT.** No such materials produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any county without the prior written consent of the DISTRICT. The DISTRICT shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by CONTRACTOR under this agreement.
9. **TERMINATION.** The District may at any time and for any reason suspend performance by the CONTRACTOR or terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of services by the CONTRACTOR. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or not later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the DISTRICT, the CONTRACTOR shall promptly provide and deliver to the DISTRICT any and all product in progress or completed to date including any reports, drafts, electronic information or the like to the DISTRICT. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this AGREEMENT. Facsimile notices shall be accepted.
10. **HOLD HARMLESS.** The CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, employees, or volunteers.
  - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occur either on or off school district property, except for liability for damage which result from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, employees, or volunteers.

The CONTRACTOR, at CONTRACTOR'S expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgement that may be rendered against the DISTRICT, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

11. **INSURANCE.** During the term of this AGREEMENT, the CONTRACTOR shall maintain BOTH GENERAL & PROFESSIONAL liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, unless otherwise agreed in writing by the DISTRICT, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The CONTRACTOR shall provide Certificates of Insurance indicating applicable insurance coverage, with Additional Insured Endorsements naming the District, its officers, agents, employees, volunteers as additional insured prior to the commencement of work.
12. **RECORDS.** The CONTRACTOR shall maintain and preserve any and all written and electronic records relating to this AGREEMENT, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this AGREEMENT. The DISTRICT, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of the CONTRACTOR'S records relating to this AGREEMENT at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the CONTRACTOR is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit of the State Auditor as specified in the code.
13. **ASSIGNMENT.** This AGREEMENT is not assignable or delegable by either party, except upon the prior written consent of the other party.
14. **COMPLIANCE WITH APPLICABLE LAWS.** The CONTRACTOR shall comply with all applicable DISTRICT, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The CONTRACTOR represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this AGREEMENT.
15. **NONDISCRIMINATION.** CONTRACTOR agrees that it 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.
16. **CRIMINAL RECORDS CHECK.** CONTRACTOR shall NOT permit an employee to come in contact with pupils until BOTH the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) have ascertained that the employee has not been convicted of a violent or serious felony. CONTRACTOR shall contemporaneously execute, as a part of this AGREEMENT, the attached "Criminal Records Check Fingerprinting Certification" form and submit to the DISTRICT.
17. **EMPLOYMENT WITH PUBLIC AGENCY.** CONTRACTOR, if an employee of another public agency, certifies that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this AGREEMENT.

18. **AGREEMENT MODIFICATIONS.** Any modification of this AGREEMENT shall be effective only if it is in writing and signed by the parties, except that the DISTRICT may unilaterally amend this AGREEMENT in writing to accomplish the following changes:
  - a. Increase dollar amounts;
  - b. Effect administrative changes; and
  - c. Effect other changes as required by law.
19. **ENTIRE AGREEMENT.** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein constitutes the entire AGREEMENT between the parties and supersedes any and all prior or contemporaneous oral or written AGREEMENTS.
20. **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 anyway.
21. **GOVERNING LAW.** This AGREEMENT shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.



Authorized representatives of the parties have executed this AGREEMENT as indicated below:

CONTRACTOR:

Behavior Solutions, Inc.  
25795 Via Lomas, #190  
Laguna Hills, CA 92653

DISTRICT:

Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

\_\_\_\_\_  
(Signature, Authorized Representative)

\_\_\_\_\_  
(Signature, Authorized Representative)

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(SSN or Federal ID Number)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Email Address)

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**

**EDUCATION CODE SECTION 45125.1**

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

**PENAL CODE SECTION 667.5(C)**- Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

**PENAL CODE SECTION 1192.7** - Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling for or furnishing specified controlled substances to a minor; penetration of genital or anal opening by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The CONTRACTOR shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK****FINGERPRINTING CERTIFICATION**

To the Governing Board of the Fountain Valley School District:  
I, Leigh Perales /Behavior Solutions INC, acknowledge and certify as follows:

I have carefully read and understand the Notice to Contracts Regarding Criminal Record Checks  
"NOTICE" (Education Code section 45125.1) required by the passage of AB 1610, 2612, 2102.

Due to the nature of the work to be performed, I, my employees, subcontractors, employees of subcontractors and/or volunteers (check all that apply):

☐ May have contact with students of the DISTRICT.

☒ Will have only limited contact with pupils, and requests that the District provide supervision of its employees, subcontractors, employees of subcontractors, and or volunteers by District personnel while such employees are in contact with pupils.

☐ Will have NO contact with students of the DISTRICT.

I, my employees, subcontractors, employees of subcontractors, and or volunteers who may have contact with DISTRICT students MUST complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).

I, nor any of my employees, subcontractors, employees of subcontractors, and or volunteers who will be performing the work have been convicted of a violent or serious felony as defined in the NOTICE and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and FBI.

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

Executed at Laguna Hills, California, on 7, 2, 2017.

Behavior Solutions, Inc.

CONTRACTOR Name / Business Name

Leigh Perales

Printed Name of Authorized Signer

Sec/Treas

Title of Authorized Signer

Leigh Perales

Authorized Signature

25795 Via Lomas #190

Address

Laguna Hills, Ca 92653

City, State Zip

949) 637-7254

Lperales.bsi@gmail.com

Email Address

/

## *Behavior Solutions, Inc.*

### Consultation Rates: 2017-2018 School Year

1/2 session (3 hours) - \$250.00

Full day session (6 hours) - \$500.00

Sessions may be broken down as follows:

2/3 session (2 hours) – \$166.66

1/2 session (1.5 hours) - \$125.00

1/3 session (1 hour) - \$83.33

1/4 session (45 min) - \$62.50

### Functional Behavior Assessment/PBIP - \$1,200.00

Service includes – 6 hours of in class observation, review of records, interview with staff, report writing, attendance at IEP

IEP Attendance - \$250.00

### In-service Rates:

½ day (3 hours) - \$300.00

Full day (6 hours) - \$600.00

*The Cornerstone of Child Development*

25795 Via Lomas #190, Laguna Hills, Ca 92653 (949)637-7254 peraleslco@sbcglobal.net



Fountain Valley School District  
Support Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
SUBJECT: **CALIFORNIA HEALTHY KIDS SURVEY**  
DATE: October 5, 2017

---

**Background:**

As part of our Tobacco Use Prevention Grant, Fountain Valley School District is required to participate in the California Healthy Kids Survey (CHKS) during this school year 2017-2018. This comprehensive survey is sponsored by the California Department of Education.

The California Healthy Kids Survey is an anonymous, confidential survey of youth resiliency, protective factors and risk behaviors. It is administered to students at grades five and seven. It enables schools and communities to collect and analyze data regarding local youth health risks and behaviors, school connectedness, protective factors, and school violence. The CHKS is part of a comprehensive data-driven decision making process on improving school climate and student learning environments for overall school improvements. The CHKS is a research-based core module that provides valid indicators to promote student engagement and achievement, safety, positive development, health and overall well being for the students.

WestED will be proctoring the California Healthy Kids Survey to students of the Fountain Valley School District.

**Fiscal Impact:**

There is no fiscal impact. Tobacco-Use Prevention Education (TUPE) funds the cost of administration and data collection.

**Recommendation:**

It is recommended that the Board of Trustees approves the California Healthy Kids Survey MOU between the FVSD and WestEd.



# *school climate health & learning*

## CALIFORNIA SURVEY SYSTEM

### MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: Fountain Valley Elementary

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.

#### I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

#### SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
  - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- Submit completed answer sheets and materials to your Regional Center.
- CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

## CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The CSSS should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

## CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one CSPS per school regardless of number of children enrolled in that school.

## PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year.

## II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website ([chks.wested.org](http://chks.wested.org)).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## III. ACCESS

Under the California Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.



#### IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPA), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the CalSCHLS website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

#### V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on September 1, 2017 and expires on August 31, 2018.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.



## District

### Survey Administration Fees 2017-2018

#### All Fees Based on CDE Subsidized Rate

*Questions? Call our toll-free Cal-SCHLS Helpline at (888) 841.7536*

#### CHKS

Survey fee*	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$100 each, comprehensive middle/high schools only
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

#### CSSS

Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

#### CSPS

Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

\* If you are a district surveying less than 100 students please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

---

District:

WestEd:

**Signature:**

**Email:** robinsonc@fvsd.us

**Signature:**

**Email:** mneuenf@wested.org



Fountain Valley School District  
BUSINESS SERVICES DEPARTMENT

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **APPROVE THE CONTRACT WITH GOVERNMENTAL  
FINANCIAL STRATEGIES TO PROVIDE CONTINUING  
DISCLOSURE SERVICE RELATED TO MEASURE O GENERAL  
OBLIGATION BONDS**  
DATE: October 5, 2017

---

**Background:**

When a District issues public debt, such as bonds, the District agrees to continue to provide certain information to the public in the form of a continuing disclosure filing. The continuing disclosure obligations associated with the bonds include preparation and filing of an annual report, as well as preparing and filing any necessary significant event notices. The scope of work outlined in the contract with Governmental Financial Services (GFS) will assist the District in meeting its continuing disclosure obligations. In addition, GFS will conduct a due diligence annual review to ensure that the District is in compliance with all disclosure requirements.

**Fiscal Impact:**

Governmental Financial Strategies' fees for providing continuing disclosure services are \$2,500 per year for up to four debt issuances. These fees are an appropriate use of Measure O funds.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract with Governmental Financial Strategies to provide continuing disclosure services related to the Measure O general obligation bonds.



## MEMORANDUM

To: Christine Fullerton  
From: Keith Weaver *[Signature]*  
Date: September 8, 2017  
Re: Scope of Work to Provide Continuing Disclosure Services

---

Chris, as you know, at the time a school district issues municipal securities such as bonds, certificates of participation, notes or other debt in the public markets, the school district enters into an agreement with the underwriter to continue to provide certain information to the public as long as such debt is outstanding. Federal law prohibits an underwriter from purchasing or selling municipal securities unless the underwriter has reasonably determined that the issuer of municipal securities has undertaken, in a written agreement, to provide certain information to the public. This agreement is typically referred to either as a continuing disclosure agreement or continuing disclosure certificate. In this agreement, the issuer agrees to provide 1) an annual report containing financial reports and other operating information, and 2) notices of significant events (as identified by the Securities and Exchange Commission or SEC) as they occur. The required contents and due date of the annual report as well as the events requiring notice to the public as they occur are specified in the agreement.

Below is a scope of work to assist the District with meeting its continuing disclosure obligations with respect to its outstanding publically issued debt. Note that the District currently has the following debt with continuing disclosure obligations:

1. General Obligation Bonds, Election of 2016, Series 2017

**Preparation and Filing of Annual Report.** We will perform the following services each year to assist the District in satisfying its annual continuing disclosure filing requirements:

- Review the continuing disclosure agreements for the District's outstanding debt.
- Determine the information required to be included in the annual disclosure filing along with the filing due date(s).
- Collect information from the District, the County, and other information sources to meet the annual disclosure requirements.
- Prepare the annual report, as required.
- File the annual report on the EMMA system<sup>1</sup>.
- Prepare a memo for your records confirming the filing of the annual report, identifying the contents of the report, and including the receipt(s) proving submission of the report.

---

<sup>1</sup> As of July 1, 2009, all continuing disclosure filings are required by law to be provided to the public in an electronic format through the Electronic Municipal Market Access system, or "EMMA." EMMA was established to provide free public access to disclosure and increase transparency of information in the market, replacing for-profit vendors that used to resell such information. EMMA is operated by the Municipal Securities Rulemaking Board, or "MSRB". The MSRB regulates municipal securities underwriters and municipal advisors and is subject to oversight by the SEC.



**Preparation and Filing of Significant Event Notices.** As necessary, we will perform the following services to assist the District in satisfying its significant event filing requirements, including but not limited to filings due to credit rating changes:

- Monitor ratings of bond insurers insuring the District's debt.
- Prepare significant event notices (whether through your communication with our office or from other sources), with the goal to complete each filing within 10 business days of the occurrence of such event as required under continuing disclosure certificates signed after December 1, 2010.
- File significant event notices on EMMA.
- Prepare a memo for your records confirming the filing of each significant event notice and including the receipt(s) proving submission of the notice.

**Annual Review.** We will conduct due diligence annually to confirm compliance with disclosure requirements during the past year, including complete and accurate significant events disclosure.

**District Responsibilities.** Even though we will actively monitor for rating changes, in order to provide for timely disclosure to the market, we ask that you please notify us as soon as possible (ideally within five business days) of any of the events listed on the attached Exhibit A.

As always, we will provide District staff with education and support to enable the District to achieve maximum value from this scope of work.

Our fees to provide continuing disclosure services are based on the number of outstanding issues at the beginning of the calendar year. Our current fees are \$2,500 per year for up to four debt issuances, with each additional debt issuance \$500, payable at the beginning of the calendar year.

The District currently has one debt issue outstanding with a continuing disclosure obligation; consequently, the annual fee for continuing disclosure services is \$2,500 plus any out-of-pocket expenses for data provided by third parties (billed at cost as incurred). However, since no annual report is due in 2017 and most of the year is over, our fee for 2017 will be reduced to \$625. An invoice for continuing disclosure services for 2017 will be provided to the District upon acceptance of this scope of work; thereafter, invoices will be provided annually in December for services for the following calendar year. This scope of work automatically renews at our then current rates each year unless terminated by either party upon 30 days written notice.

Chris, as always, our commitment to our clients is "100 percent satisfaction guaranteed, 100 percent of the time." It is our goal to provide the best services in the most economical fashion. We look forward to continuing to provide the District with this same high level of service. Please let us know if you have any questions or comments.

Accepted By:

---

Christine Fullerton  
Assistant Superintendent, Business Services  
Fountain Valley School District

Date: \_\_\_\_\_



### Exhibit A – Events Requiring Notification

We ask that you please notify us as soon as possible (ideally within five business days) of the occurrence of any of the events listed on the following table. Note that many of the events listed below are as specified by the Securities and Exchange Commission. While we have provided examples of these events in order to aid in your understanding, the examples are not meant to be comprehensive, and some of the items may not be relevant for the District. If you have any question as to whether an event occurs that may require notification to the public market, we ask that you err on the side of caution and contact us.

Event	Description / Example
A rating agency contacts the District for a rating review.	One of the three major rating agencies (Standard & Poor's, Moody's and Fitch) contacts the District for the purpose of updating its rating(s) on the District's debt.
The credit rating on any of the District's outstanding debt changes.	One of the three major rating agencies notifies the District of a change in the rating of the District's debt.
There is a debt service payment delinquency.	The District does not make a debt service payment on any of the District's outstanding debt when due.
There is an unscheduled draw on a debt service reserve or credit enhancement (such as bond insurance).	The District does not make payment a debt service payment when due on any of the District's debt, and the paying agent or trustee bank notifies the District that a draw is made from the bond insurer or the debt service reserve fund in order for the investors to receive funds in a timely manner.
There is a substitution of a credit or liquidity provider, or their failure to perform.	The District replaces the provider of the surety bond used to fund a reserve fund, or the provider of a letter of credit associated with variable rate debt.
The District defeases, refinances or completes a tender offer of any of the District's debt.	The District issues bonds to refinance any of its outstanding debt or pays debt prior to its due date with cash on hand.
The District considers a State loan due to insolvency or has a fiscal advisor appointed.	The District is in fiscal distress. The District may be evaluating a need for a State loan or has a fiscal advisor appointed by the county office of education.
There is an adverse tax opinion, the issuance by the Internal Revenue Service of Notices of Proposed Issue (IRS Form 5701-TEB) or other notices regarding the tax status of the District's debt.	The District is contacted by the Internal Revenue Service regarding any of the District's debt.
The rights of the District's debt holders are modified (usually through an amendment of the financing documents).	The Board is asked to consider a resolution modifying the trust agreement or lease agreement(s) related to its certificates of participation.
The property securing repayment of any of the District's debt is released, substituted, or sold.	The District changes the property used as the basis for lease agreements related to its certificates of participation.
The District's boundaries are changed, or the District sells all or substantially all of its assets.	The boundaries of the entire District are changed (not a change in the determination of which areas attend which schools).
The District appoints a successor or additional trustee, or the name of a trustee changes.	The District changes trustee bank on its outstanding certificates of participation.
The District issues private placement debt such as lease-purchase financing.	The District issues a lease-purchase financing or other debt not using an underwriter.
There is any other event that may be material to investors.	



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **APPROVAL OF FULL DAY CONSULTING AGREEMENT  
BETWEEN GROWING EDUCATORS, INCORPORATED AND  
FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE A  
BALANCED LITERACY PRESENTATION AT THE NOVEMBER  
9 STAFF DEVELOPMENT DAY**  
DATE: October 2, 2017

**Background:**

Growing Educators, Incorporated has provided 1/2 day and full day professional development in the areas of reading instruction to help teachers better understand reading comprehension through Interactive Read Alouds. Interactive Read Alouds are tied to the Common Core Standards through Speaking and Listening Standards, Reading: Literature & Informational Texts and ELD, interacting in meaningful ways. This allows the opportunity for implicit teaching of reading where the instructor models thinking and work a reader does in order to navigate the accuracy, fluency and thinking required of a text. For language learners, the instructor models academic language and higher order thinking skills through questioning and guides students to make deep connections and inferences without the burden of having to read the text themselves.

Elementary school sites will have a full day of professional development at Plavan School on November 9 with up to nine presenters from Growing Educators. Growing Educator's Balanced Literacy Presentation consists of: Balanced Literacy for Beginners and Literacy Strands for Non Beginners.

**Fiscal Impact:**

There will be up to nine presenters at \$2,200 each for a total amount of \$19,800.00. All expenses associated with the Growing Educators full day training will be covered by funds from Educational Services' ELA budget.

**Recommendation:**

It is recommended that the Board of Trustees approves the full day agreement between Growing Educators, Inc. and Fountain Valley School District for November 9, 2017. It is also recommended that the Board of Trustees approves updating the cost of full day training with Growing Educators, Inc. included on the Independent Contractor List for the 2017/2018 school year approved by the Board on July 13, 2017, from \$1,900 to \$2,200.

Growing Educators, Inc  
4001 Inglewood Ave. Suite 101-607  
Redondo Beach, CA 90278  
(424)238-2096  
accountspayable@GrowingEducators.com



**ADDRESS**

Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708

**QUOTE 20170926-01**

**DATE 09/26/2017**

**SALES REP**

Jessica

SERVICE DATE	ACTIVITY	QTY	RATE	AMOUNT
11/09/2017	<b>Services:Professional Development</b> Launching Reading Workshops- Using Literature and Narrative Standards (2) Balanced Literacy for Beginners (7) Literacy Strands for Non Beginners: -Assessment -Differentiation -Reading Conferring -Leadership	9	2,200.00	19,800.00

**TOTAL \$19,800.00**

Accepted By

Accepted Date

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

**Fountain Valley School District**

Purchase Order Number: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
between **Fountain Valley School District**, hereinafter referred to as "Client" and **Growing Educators**  
herein referred to as "Provider"

1. **PROVIDER.** Provider is an independent contractor. Neither Provider, officers, agents, employees, sub providers of Provider shall be considered as officers, agents, or employees of the client.

Provider: Growing Educators

Phone Number: **310-844-7730** Fax Number: **310-349-3345** Email: **info@growingeducators.com**

Street Address: **4001 Inglewood Ave, Ste 101-607**

City, State, Zip Code: **Redondo Beach, CA 90278**

Social Security Number or Tax Identification Number: **46-3370613**

License Number (if applicable): N/A

Type of Business: **Partnership**

2. **NATURE OF RELATIONSHIP.** In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with Client, and not as a partner, coventurer, agent or employee of Client, and nothing contained herein shall be construed to be inconsistent with this relationship of status. Except for any materials, procedures or subject matter agreed upon between Provider and Client, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or sub providers of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to Client Employees.

Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this Agreement.

3. **SERVICES.** Provider shall provide Client with the services, which are described on the attached "Statement of Work" (the "Work"). The Statement of Work shall contain a timetable for completion of the work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing sub services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event there is any delay in completion of the Work arising as a result of a problem within the control of Client, Provider



and Client shall cooperate with each other to work around such delay. However, Client shall not be responsible for any additional cost or expense to Provider as a result therein unless specifically agreed upon by the Client in writing. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder the Statement of Work may set forth those performance criteria agreed between Client and Provider whereby the Client can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to meet its obligations under this agreement. No substitutions of materials or services from those specified in this section shall be made without the prior written consent of the Client.

4. **TIME OF PERFORMANCE.** The term of this Agreement is for the period of \_\_\_\_\_ 20 through \_\_\_\_\_ 20 and shall be undertaken and completed in such sequence as to assure their full completion in accordance with the purposes of this Agreement.
5. **PAYMENT AND EXPENSES.** All payments due to provider are set forth in the "Schedule of Fees" attached hereto and shall be paid by the Client within thirty (30) days of Client's receipt of a proper invoice from Provider; which invoice shall set forth in reasonable detail the services performed.
6. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the Client, which may be withheld for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the approval of Client. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be void.
7. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual consent of the parties hereto, or upon 30 days advance notice by either party. In the event of cancellation prior to completion of the specified services, all finished or unfinished documents, data, studies, and reports prepared by the Provider under this Agreement shall, at the option of the Client, become Client property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.
8. **WARRANTY.** Provider hereby warrants to Client that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards, for a period of one (1) year following completion of the Work. Provider shall correct or

make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from the Client.

9. **ADDITIONAL WORK.** If changes in the Work seem merited by the Provider or the Client, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the Client in the following manner:

- a) A letter outlining the changes shall be forwarded to the Client by the Provider with a statement of estimated changes in fee and/or time schedule.
- b) An amended Agreement shall be prepared by the Client and executed by both parties before performance of such services or the Client will not be required to pay for the changes in the scope of Work

Such amended Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

10. **NOTICE.** Any notice of instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in a United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

Client:	Provider: <b>Growing Educators</b>
Attn:	Attn: <b>Account Manager</b>
Street:	Street: <b>4001 Inglewood Ave, Ste 01-607</b>
City:	City: <b>Redondo Beach</b>
State, Zip:	State, Zip: <b>CA, 90278</b>

Such notice or instrument shall be effective upon receipt thereof.

11. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and sub providers of Provider shall obey all local, state, and federal laws in the performance of this Agreement, including, but not limited to minimum wages and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or sub providers of Provider shall secure and maintain in force, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of the Services, materials, or supplies necessary for completion of the Services described. Provider is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Provider's services or operations performed under this Agreement.

12. **PERMITS/LICENSES.** Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.



13. **INSURANCE.** Provider shall not begin work under this Agreement until Provider has obtained insurance required under this section and has submitted satisfactory proof of such insurance to the Authorized Representative of the Client, and such insurance has been approved by the Client (check all boxes that apply). Unless otherwise specified by Client, required insurance coverage is as follows:

- ☐ Workers' Compensation Insurance. Provider shall procure and maintain, during the life of this Agreement, Workers' Compensation Insurance on all of its employees to be engaged in work related to the performance of this Agreement. In the case of any such work which is sublet, Provider shall require the sub provider to provide Workers' Compensation Insurance for all of the sub provider's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
- ☐ Public Liability and Property Damage Insurance. Provider shall procure and maintain, during the life of this Agreement, not less than the following Public Liability Insurance:

	<u>Each Accident</u>	<u>Aggregate</u>
Individual	\$100,000.00	\$300,000.00
Sole Proprietorship, Partnership, Corporation, or Other	\$1,000,000.00	\$2,000,000.00
Special High Risk Activities	To be determined	To be determined

Provider shall procure and maintain, during the life of this Agreement, Property Damage Insurance in an amount of not less than \$1,000,000.00.

Any sub provider employed in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the sub provider and its employees.

Providers' and sub providers' Public Liability and Property Damage Insurance shall name the Client, its employees, and school board members as additional insureds.

- ☐ Errors and Omissions Insurance. Provider shall procure and maintain, during the life of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount not less than \$1,000,000.00.

- ☐ Other Coverage as Dictated by the Client. Provider shall procure and maintain, during the life of this Agreement, other insurance coverage as follows:

	<u>Each Accident</u>	<u>Aggregate</u>
Automobile Liability	\$300,000.00	\$500,000.00
Pollution Liability	\$1,000,000.00	\$2,000,000.00
Other	To be determined	To be determined

14. **SAFETY AND SECURITY.** Provider shall be responsible to ascertain from the Client the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

- ☐ Certain entities that contract with a school Client are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the Client determines that the provider will have limited contact with students.
- ☐ Provider is required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled. Agencies must provide Department of Justice and FBI clearances. In the event that such agency receives a subsequent arrest report, notification must be provided to the Client.
- ☐ Provider is not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

Certain entities that contract with a school Client may be required to comply with Education Code section 49406 regarding examination for tuberculosis unless the Client determines that the Provider will not constitute a health hazard to students.

- ☐ Provider is required to comply with Education Code section 49406, Examination for tuberculosis requirements. Provider must cause to be on file with the Client a certificate from the examining physician showing the Provider, officers, agents, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.
- ☐ Provider is not required to comply with Education Code section 49406, Examination for tuberculosis requirements.



15. **PROTECTION OF WORK AND PROPERTY.** Provider shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety or work or of adjoining property, Provider is permitted, without special instructions or authorization from the Client, to act at its discretion to prevent such threatened loss or injury.

16. **LAWS, VENUE, AND ATTORNEY FEES.** Provider hereby acknowledges and agrees that Client is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of Client hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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 state or federal court situated in the County of Los Angeles, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

17. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless Client, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Property of the Client, or loss or theft of such property, done or caused by such persons. Client assumes no responsibility, whatsoever, for any property placed on Client premises. Provider further agrees to waive all rights of subrogation against the Client. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the Client or any of its officers, agents employees, and/or volunteers.

18. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein.

19. **INTERPRETATION AND PAROL EVIDENCE.** This writing is intended by the parties as a final expression of their agreement concerning the matters contained herein, and is also intended as a complete and exclusive Description of the terms of their agreement. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

20. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
21. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as a separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
22. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to their performance or enforcement of this Agreement shall be resolved by arbitration in Los Angeles County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Client: **Fountain Valley Unified  
School District**

Provider: **Growing Educators**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name: **Jonathan G Martin**

Title:

Title: **President**





## Service Summary

**School:** Fountain Valley School District

**Address:** 10055 Slater Avenue, Fountain Valley, CA 92708

**Phone:** 714-843-3200

Service	Quantity	Cost	Total
Dates of Service -	11/09/2017		
Launching Reading Workshops- Using Literature and Narrative Standards (2Presenters) Balanced Literacy for Beginners (7 Presenters) Literacy Strands for Non Beginners: -Assessment -Differentiation -Reading Conferring -Leadership	9	\$ 2200.00	\$ 19,800.00
		Total	\$ 19,800.00

---

Administrator Signature

Date

---

Growing Educators Signature

Date

*School Contact Numbers:*

**Steve McLaughlins, ED.D.**

Fountain Valley School District

10055 Slater Avenue

Fountain Valley, CA 92708

(714) 843-3200 Office

[mclaughlins@fvsd.us](mailto:mclaughlins@fvsd.us)



## ***Scope of Work Statement***

### Growing Educators' Key Personnel

Contract services shall be managed by:

Primary K-2 Director, Jessica Martin 310.220.9114

Upper Grade 3-8 Director, Renee Houser 917.609.8514

President, Jon Martin 424.238.2096

### Scope of Work

#### **Growing Educator's Balanced Literacy Presentation:**

##### **Balanced Literacy for Beginners (2 Presenters)**

Grades K-2 (Presenter A)

Grades 3-5 (Presenter B)

This one-day overview is designed to support educators new to Balanced Literacy with what are the components and how to use them to design a rigorous and balanced approach when teaching reading skills, strategies, and habits proficient readers use.

##### **Literacy Strands for Non Beginners (6 Presenters)**

###### **Assessment Strand Primary Grade**

**Readers TK-2** (Presenter C)

**Grade Readers 3-5** (Presenter D)

This strand is designed to make strategic and targeted instructional decisions

- Assessment VS Evaluation
- What Does It Really Mean to be Matched to a Book?
- Creating Independent Reading Plans

## **Differentiation/Small Group Instruction Strand**

**Primary Grade Readers TK-2** (Presenter E)

**Upper Grade Readers 3-5** (Presenter F)

This literacy strand is designed to support small group work in reading

- Guided Reading
- Strategy Lessons
- Component Work (read aloud, shared reading, interactive writing) in small groups

## **Reading Conferencing 101**

**Primary Grade Readers TK-2** (Presenter G)

**Upper Grade Readers 3-5** (Presenter H)

This literacy strand is designed to support individualized reading support

- Reading Conference Essentials (Parts, pace, purpose)
- Types of Conferences
  - Research Conferences
  - Compliment Conferences
  - Teaching Conferences

## **Leadership Strand (Presenter I)**

### **K-6 Leadership team (Admin, coaches)**

How to support and sustain professional learning communities using a Balanced Literacy approach for Admin and coaches.

- Balanced Literacy Essentials for Administrators
- Building a Sustainable Culture of Study in Literacy (On site pd, demonstration lessons, coaching, planning time, the difference between learning walks and instructional rounds)
- Positive & Constructive Feedback

**2017/2018**

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager  
West Orange County Consortium for Special Education

Date: October 2, 2017

Subject: **Non-Public Agency/School Contracts -Amendments**

Board Meeting Date: October 12, 2017

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

Student's Name	Non-Public School/Agency	100% Contract/ Amendment	Effective Dates
	Olive Crest Academy W18111	N/A	July 1, 2017 to June 30, 2018
	Olive Crest Academy W18112	\$1,764.00	July 1, 2017 to June 30, 2018
	Olive Crest Academy W18113	\$1,764.00	July 1, 2017 to June 30, 2018
	Olive Crest Academy W18114	\$1,764.00	July 1, 2017 to June 30, 2018

Approved by the FVSD Board of Trustees  
October 12, 2017

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

\_\_\_\_\_  
Date:

AMENDMENT NO.1  
TO  
MASTER CONTRACT#WI8111, DATED JULY 13, 2017  
BETWEEN  
FOUNTAIN VALLEY SCHOOL DISTRICT  
AND  
OLIVE CREST ACADEMY

This Amendment No. 1 to the Master Contract (WI8111) dated July 13, 2017 is made and entered into this 12th day of October, 2017, between the Fountain Valley School District, hereinafter referred to as "District," and Olive Crest Academy, hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Master Contract as follows:

- I. Exhibit A: Rates is amended to reflect the newly approved service rates set forth by the Orange County SELPA Directors rate panel for the period of July 1, 2017 through June 30, 2018.
2. Except as amended and set forth herein, all other terms and conditions of the Master Contract dated July 13, 2017 shall remain in full force and effect.

CONTRACTOR,  
Olive Crest Academy  
\_\_\_\_\_  
Nonpublic School/Agency

LEA,  
Fountain Valley School District  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized  
Representative

Dr. Mark Johnson, Superintendent  
\_\_\_\_\_  
Name and Title of Authorized  
Representative



# EXHIBIT A: RATES

**CONTRACTOR**      **Olive Crest Academy**  
**(NONPUBLIC SCHOOL OR AGENCY)**

**CONTRACTOR NUMBER**    **W18111**      **2017-2018**  
**(CONTRACT YEAR)**

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_

**If blank, the number shall be as determine by  
COE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
Total LEA enrollment may not exceed \_\_\_\_\_

	<u>Original</u>	<u>Revised</u>	<u>Period</u>
A. <u>Basic Education Program/Special Education Instruction</u>	<u>\$ 168.82</u>	<u>\$ 177.64</u>	<u>Per Diem</u>
Basic Education Program/Dual Enrollment	_____	_____	_____

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

## B. Related Services

	<u>Original</u>	<u>Revised</u>	
(I) a. Transportation - Round Trip	<u>44.35-54.60-64.93</u>	<u>44,35-54.60-64.93</u>	Per Day
b. Transportation - One Way	_____	_____	_____
c. Parent*	_____	_____	_____
(2) a. Educational Counseling- Individual	<u>Inclusive</u>	<u>Inclusive</u>	<u>30-min Session</u>
b. Educational Counseling - Group of ____	<u>Inclusive</u>	<u>Inclusive</u>	<u>30-min Session</u>
c. Counseling - Parent	<u>\$ 106.55</u>	<u>\$ 106.55</u>	<u>Per Hour</u>
(3) a. Adapted Physical Education - Individual	_____	_____	_____
b. Adapted Physical Education - Group of ____	_____	_____	_____
c. Adapted Physical Education - Group of ____	_____	_____	_____
( 4 ) a. Language and Speech Therapy - Individual	<u>\$ 55.71</u>	<u>\$ 55.71</u>	<u>30-min Session</u>
b. Language and Speech Therapy - Group of 2	<u>\$ 55.71</u>	<u>\$ 55.71</u>	<u>30-min Session</u>
c. Language and Speech Therapy - Group of 3	_____	_____	_____
d. Language and Speech -Assessment	<u>\$ 127.58</u>	<u>\$ 127.58</u>	<u>Per Hour</u>
e. Language and Speech - Consultation Rate	_____	_____	_____
(5) a. <b>Additional Classroom Aide - Individual</b> (must be authorized on IEP)	_____	_____	_____
b. Additional Instructional Assistant - Group of 2	_____	_____	_____
c. Additional Instructional Assistant - Group of 3	_____	_____	_____
(6) Intensive Special Education Instruction**	_____	_____	_____
(7) a. Occupational Therapy - Individual	_____	_____	_____
b. Occupational Therapy- Group of 2	_____	_____	_____
c. Occupational Therapy - Group of 3	_____	_____	_____
d. Occupational Therapy - Group of 4 - 7	_____	_____	_____
e. Occupational Therapy - Consultation Rate	_____	_____	_____
(8) Physical Therapy	_____	_____	_____
(9) a. Behavior Intervention and Development (BID)	<u>\$ 112.00</u>	<u>Inclusive</u>	<u>Per Hour</u>
b. Behavior Intervention and Implementation (BII)	<u>\$ 60.00</u>	<u>Inclusive</u>	<u>Per Hour</u>
c. Behavior Intervention - Supervision	_____	_____	_____
Provided by: _____	_____	_____	_____
d. Behavior Support Services (outside of school hours)	<u>\$ 106.55</u>	<u>\$ 106.55</u>	<u>Per Hour</u>
(I0) a. Behavioral Assistant - I : I Classroom	<u>\$ 119.09</u>	<u>\$ 119.09</u>	<u>Per Day</u>
a. Behavioral Assistant - During Transit	<u>\$ 62.14</u>	<u>\$ 62.14</u>	<u>Per Day</u>

\*Parent transportation reimbursement rates are to be determined by the LEA

\*\*By credentialed Special Education Teacher.

2017/2018

HBUHSD Contract No. **WI8112**  
Please refer to this number on correspondence, invoices, etc.

AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES  
INDIVIDUAL SERVICE CONTRACT

This AMENDMENT to the SERVICE CONTRACT is made and entered into this **12th** of **October**, 2017 between the **Fountain Valley School District**, County of Orange and **Olive Crest Academy** for  
(Local Education Agency) (Nonpublic School or Agency)  
\_\_\_\_\_, born on \_\_\_\_\_, who is a resident of **Fountain Valley School District** of Orange County.  
(Name of Student) (Date of Birth) (Local Education Agency)

**ORIGINAL CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 168.82	200	\$ 33,764.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language - Individual (1x30min/wk)	NPS	30 Minutes	\$ 55.71	43	2,395.53
Transportation - Zone 2 (RT/dav)	NPS	Round-trip	\$ 54.60	200	10,920.00
TOTAL ORIGINAL CONTRACT COST:					\$ 47,079.53

**AMENDMENT #1 CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Basic Education	NPS	Per Diem	\$ 8.82	200	\$ 1,764.00
Behavior Intervention Implementation - BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development - BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	11	0.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 1,764.00

**AMENDED CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 177.64	200	\$ 35,528.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language- Individual (1x30min/wk)	NPS	30 Minutes	\$ 55.71	43	2,395.53
Behavior Intervention Implementation - BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development - BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	11	0.00
Transportation - Zone 2 (RT/dav)	NPS	Round-trip	\$ 54.60	200	10,920.00
TOTAL AMENDED CONTRACT COST:					\$ 48,843.53

This AMENDED Service shall begin on **July 1, 2017** and shall terminate at 5:00 p.m. on **June 30, 2018** unless sooner terminated as provided herein.

-CONTRACTOR-

**Olive Crest Academy**  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Contracting Officer's Signature)

\_\_\_\_\_  
(Type Name and Title)

-DISTRICT-

**Fountain Valley School District**  
(Name of School District)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**Dr. Mark Johnson**  
(Type Name of Superintendent)

AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES  
INDIVIDUAL SERVICE CONTRACTThis AMENDMENT to the SERVICE CONTRACT is made and entered into this **12th** of **October**, 2017 between theFountain Valley School District,

(Local Education Agency)

County of Orange and

Olive Crest Academy

(Nonpublic School or Agency)

for

born on \_\_\_\_\_,

(Name of Student)

(Date of Birth)

, who is a resident of Fountain Valley School District

(Local Education Agency)

of Orange County.

**ORIGINAL CONTRACT-July 01, 2017 to June 30, 2018**

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 168.82	200	\$ 33,764.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language - Individual (2x30min wk; /x30min wk ESY Only)	NPS	30 Minutes	\$ 55.71	81	4,512.51
Transportation - Zone 2 (RT/day)	NPS	Round-trip	\$ 54.60	200	10,920.00
TOTAL ORIGINAL CONTRACT COST:					\$49,196.51

**AMENDMENT#1 CONTRACT-July 01, 2017 to June 30, 2018**

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Basic Education	NPS	Per Diem	\$ 8.82	200	\$ 1,764.00
Behavior Intervention Implementation - BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development- BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	11	0.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 1,764.00

**AMENDED CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 177.64	200	\$ 35,528.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language - Individual (2x30min wk; 1x30min wk ESY Only)	NPS	30 Minutes	\$ 55.71	81	4,512.51
Behavior Intervention Implementation - BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development- BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	11	0.00
Transportation - Zone 2 (RT/day)	NPS	Round-trip	\$ 54.60	200	10,920.00
TOTAL AMENDED CONTRACT COST:					\$ 50,960.51

This AMENDED Service shall begin on **July 1, 2017** and shall terminate at 5:00 p.m. on **June 30, 2018** unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Olive Crest Academy

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson

(Type Name of Superintendent)

2017/2018

HBUSD Contract No. **W18114**  
Please refer to this number on correspondence, invoices, etc.

AMENDMENT TO AGREEMENT FOR NONPUBLIC NONSECTARIAN SCHOOL/AGENCY SERVICES  
INDIVIDUAL SERVICE CONTRACT

This AMENDMENT to the SERVICE CONTRACT is made and entered into this **12th** of **October**, 2017 between the

Fountain Valley School District, \_\_\_\_\_, County of Orange and **Olive Crest Academy** for  
(Local Education Agency) (Nonpublic School or Agency)

\_\_\_\_\_ born on \_\_\_\_\_, who is a resident of **Fountain Valley School District**  
(Name of Student) (Date of Birth) (Local Education Agency)

of Orange County.

**ORIGINAL CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 168.82	200	\$ 33,764.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language - Individual (2x30min wk; 1x30min wk ESY Only)	NPS	30 Minutes	\$ 55.71	81	4,512.51
1:1 Aide Behavioral Assistant - Classroom	NPS	Per Diem	\$ 119.09	200	23,818.00
Transportation-Zone 2 (RT/day)	NPS	Round-trip	\$ 54.60	200	10,920.00
TOTAL ORIGINAL CONTRACT COST:					\$ 73,014.51

**AMENDMENT #1 CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Basic Education	NPS	Per Diem	\$ 8.82	200	\$ 1,764.00
Behavior Intervention Implementation - BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development-BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	11	0.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 1,764.00

**AMENDED CONTRACT- July 01, 2017 to June 30, 2018**

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 177.64	200	\$ 35,528.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language - Individual (2x30min wk; 1x30min wk ESY Only)	NPS	30 Minutes	\$ 55.71	81	4,512.51
1:1 Aide Behavioral Assistant - Classroom	NPS	Per Diem	\$ 119.09	200	23,818.00
Behavior Intervention Implementation - BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development- BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	11	0.00
Transportation - Zone 2 (RT/day)	NPS	Round-trip	\$ 54.60	200	10,920.00
TOTAL AMENDED CONTRACT COST:					\$ 74,778.51

This AMENDED Service shall begin on **July 1, 2017**  
sooner terminated as provided herein.

and shall terminate at 5:00 p.m. on **June 30, 2018**  
unless

-CONTRACTOR-

-DISTRICT-

**Olive Crest Academy**  
(Name of Nonpublic School/Agency)

**Fountain Valley School District**  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type Name and Title)

Dr. Mark Johnson  
(Type Name of Superintendent)

**2017/2018**

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager  
West Orange County Consortium for Special Education

Date: October 2, 2017

Subject: **Non-Public Agency/School Contracts**

Board Meeting Date: October 12, 2017

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

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Trivinity Consulting WI8146	\$1,150.00	October 12, 2017 to June 30, 2018

Approved by the FVSD Board of Trustees  
October 12, 2017

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

\_\_\_\_\_  
Date:

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of October 2017, by and between **Bernadette Kennard dba Trivinity Consulting** hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

WHEREAS, the DISTRICT is in need of special services and advice in educational, programmatic, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, such services and advice are not available at no cost from public agencies; and

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

**To provide an Independent Educational Assistive Technology -Augmentative Alternative Communication Evaluation services for student; \_\_\_\_\_ SEISID \_\_\_\_\_, birthdate xx/xx/xxxx.**

2. The Independent Contractor will commence providing services under this AGREEMENT on October 12, 2017 and will diligently perform as required and complete performance by **June 30, 2018**. The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The DISTRICT will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.

4. The DISTRICT shall pay the Independent **Contract**  
**A total not to exceed \$1,150-- to include comprehensive assessment, written report, any related school visits and/or interviews, and IEP meeting attendance. See IEF guidelines, Appendix A & B.**  
for services pursuant to this AGREEMENT.

Independent Contractor shall submit an invoice to the SELPA (West Orange County Consortium for Special Education 5832 Bolsa Ave. Huntington Beach, CA 92649) **30** days in advance of each payment due date.

5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
  - (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

**INDEPENDENT CONTRACTOR AGREEMENT**

Page Two

- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the DISTRICT, its officers, employees, or agents.

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the SELPA, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOF, The parties hereto have caused this AGREEMENT to be executed.

**INDEPENDENT CONTRACTOR****FOUNTAIN VALLEY SCHOOL DISTRICT**\_\_\_\_\_  
Signature**Bernadette Kennard, Trivinity Consulting**

Printed Name

**P.O. Box 17988**

Address

**Long Beach, CA 90807**

City, State, Zip

**45-4999758**

Federal ID for business/Social Security No. for individuals

\_\_\_\_\_  
SignatureDr. Mark Johnson  
Superintendent10055 Slater Avenue  
Fountain Valley, CA 92705\_\_\_\_\_  
Date\_\_\_\_\_  
Date