



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

May 10, 2018

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

M _____
2nd _____
V _____

BOARD WORKSHOP

1. SCHOOL SAFETY UPDATE

Assistant Superintendent, Business, Chris Fullerton and Director, Support Services, Cara Robinson, will review with the Board of Trustees the current practices in place and requirements in relation to school safety, in addition to discussing plans for the future at each of our sites.

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*

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.

Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE will be led by Cub Scouts Pack 563.

SPECIAL PRESENTATIONS

2. OUTSTANDING SERVICE AWARDS PRESENTATION TO STEVE BROWN AND NAOMI TYLER

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Jim Cunneen and Board Clerk Jeanne Galindo shall present the 2017-18 Outstanding Service Award to Steve Brown and Naomi Tyler.

3. RECOGNITION OF COX SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board shall recognize and thank Rei Hsieh and Scott Rogers.

4. RECOGNITION OF GISLER SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Gisler School, the Board shall recognize and thank Barb and Jim Myers.

5. RECOGNITION OF COX SCHOOL STUDENTS

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

6. RECOGNITION OF GISLER SCHOOL STUDENTS

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

- RECESS

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARING

7. **TENTATIVE AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 FOR 2017-18 YEAR**

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the proposed tentative agreement for the 2017-18 school year between FVSD and CSEA, Chapter #358. Public input is welcome.

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

8. **DECLARATION OF NEED**

M _____
2nd _____
V _____

Each year we file the Declaration of Need for Fully qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.

9. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 FOR 2017-18 SCHOOL YEAR

M _____
2nd _____
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Attached is the Public Disclosure of Collective Bargaining Agreement between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2017-18 school year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2017-18 school year.

10. AGREEMENT BETWEEN CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 AND FOUNTAIN VALLEY SCHOOL DISTRICT

M _____
2nd _____
V _____

On April 18, 2018, FVSD and CSEA, Chapter #358 reached a tentative agreement for 2017-18. The tentative agreement was ratified by CSEA, Chapter #358 on May 2, 2018 and includes a total compensation increase of 2.00%, and a \$500 increase to the district's contribution to health and welfare benefits. The agreement also includes language additions and changes related to communications, health and welfare benefits and work year. The total compensation is detailed in the attached memo.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the agreement between the FVSD and CSEA, Chapter #358 dated April 18, 2018.

11. DISCLOSURE OF MANAGEMENT AND CONFIDENTIAL EMPLOYEES SALARY INCREASES

M _____
2nd _____
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Management and confidential employees in the Fountain Valley School District are not represented by a bargaining unit. Historically these District employees have received similar salary increases as the District's bargaining unit members. The District recently concluded negotiations with the Fountain Valley Teachers Association (FVEA) and the California School Employees Association, Chapter 358 (CSEA) for the 2017-18 fiscal year. Both bargaining units agreed to a total ongoing increase to the salary schedule of one-percent (1.0%) plus a one-percent (1.0%) off-schedule payment. Furthermore, effective January 1, 2019 the negotiated H&W cap will increase \$500 to \$9,500 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%. The District's management and confidential employees will receive the same salary and benefits increases outlined above.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Disclosure of Management and Confidential Employees Salary Increases for the 2017-18 school year.

12. RESOLUTION 2018-28: RESOLUTION OF APPRECIATION TO OUR SCHOOL NURSES ON NATIONAL SCHOOL NURSE DAY, MAY 9, 2018

M _____
2nd _____
V _____

The Board of Trustees joins staff and our community in saluting our nurses for their dedication and excellence in a challenging role and celebrates their ongoing commitment to the safety and health of Fountain Valley School District's children.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-28: Resolution of Appreciation to our School Nurses on National School Nurse Day, May 9, 2018.

13. RESOLUTION 2018-29: IN CELEBRATION OF MAY 9, 2018 AS CALIFORNIA'S DAY OF THE TEACHER AND MAY 7-11, 2018 AS TEACHER APPRECIATION WEEK

M _____
2nd _____
V _____

The Board of Trustees joins staff and our community in saluting our teachers and thanking each and every one of them for their outstanding efforts to continuously imagine, inspire, and involve our students.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-29: In Celebration of May 9, 2018 as California's Day of the Teacher and May 7-11, 2018 as Teacher Appreciation Week.

14. RESOLUTION 2018-30: IN CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT'S CLASSIFIED EMPLOYEE WEEK: MAY 21-25, 2018

M _____
2nd _____
V _____

In celebration of our classified professionals who provide valuable services to the schools and students of the Fountain Valley School District, the District is honored to celebrate May 21-25, 2018 as Classified Employee Week.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-30 in celebration of Fountain Valley School District's Classified Employee Week.

15. PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGUAGE PATHOLOGISTS DURING MAY 2018: BETTER SPEECH AND HEARING MONTH

M _____
2nd _____
V _____

In honor of our outstanding Speech/Language Pathologists who have earned the admiration and respect of our teachers, administrators, students, parents and the Board as they raise public awareness of speech and language, we are pleased to celebrate them during May 2018: Better Speech and Hearing Month.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the Proclamation of Appreciation to our Speech/Language Pathologists during May 2018: Better Speech and Hearing Month.

16. RESOLUTION 2018-31: RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER

M _____
2nd _____
V _____

The election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 7, 2018, next succeeding the election.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2018-31 Resolution and Order of Biennial Election and Specifications of the Election Order.

17. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

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

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

Routine Items of Business

17-A. Board Meeting Minutes from April 19th regular meeting

17-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)

17-C. Donations

17-D. Warrants

17-E. Purchase Order Listing

17-F. Budget Adjustments

Consent Items

17-G. PARADIGM HEALTHCARE SERVICES, LLC SERVICE AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Paradigm Healthcare Services agreement for the term of July 1, 2018 through June 30, 2021 and authorizes the Superintendent or designee to sign all documents.

17-H. WILLIAMS QUARTERLY REPORT FOR THIRD QUARTER 2016-17

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

17-I. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2018-19 SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES

Superintendent's Comments: It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2018-19 with the Law Offices of Margaret A. Chidester & Associates.

17-J. APPROVAL OF AGREEMENT BETWEEN SCHOOL LOOP, INC., AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PURCHASE AND RECEIVE A SUBSCRIPTION TO SCHOOL LOOP'S WEB-BASED SERVICE

Superintendent's Comments: It is recommended that the Board of Trustees approves the updated contract for continued use between School Loop, Inc., and the Fountain Valley School District for the 2018-2019 school year.

17-K. 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
Zum Services	\$1,615.00	5/1/18-6/30/18

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, June 14, 2018 at 6:30pm.

A copy of the Board Meeting agenda is posted on the District's web site (www.fvdsd.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 calling 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 calling 714.843-3255 or faxing 714.841.0356.

Board meeting of May 10, 2018



SO 17-18/B18-42
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: SCHOOL SAFETY UPDATE
DATE: May 4, 2018

Background:

Assistant Superintendent, Business, Chris Fullerton and Director, Support Services, Cara Robinson, will review with the Board of Trustees the current practices in place and requirements in relation to school safety, in addition to discussing plans for the future at each of our sites.

Board meeting of May 10, 2018



SO 17-18/B18-37
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: **OUTSTANDING SERVICE AWARDS PRESENTATION TO
STEVE BROWN AND NAOMI TYLER**
DATE: May 4, 2018

Background:

Each year, the Board of Trustees honors those volunteers who have made an outstanding contribution to education in the Fountain Valley School District. The Outstanding Service Award is based on service and leadership given beyond the local school and includes participation on district committees, councils, task forces, as well as local school service. Board President Jim Cunneen shall present the 2017-18 Outstanding Service Award to Steve Brown and Naomi Tyler.



SO 2017-18/B18-41
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: **RECOGNITION OF PARENT VOLUNTEERS: COX SCHOOL**
DATE: May 4, 2018

Background:

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

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

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

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

Cox School

♥ Rei Hsieh
♥ Scott Rogers



SO 2017-18/B18-42
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: **RECOGNITION OF PARENT VOLUNTEERS: GISLER SCHOOL**
DATE: May 4, 2018

Background:

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

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

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

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

Gisler School

♥ **Jim & Barb Myers**



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: COX**
DATE: April 20, 2018

Background:

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on May 10, 2018, the following six students from **Cox School** will be recognized:

Cox School

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade

Jihan Agzour
Ella Mora
Joseph Le
Naomi Blanco
Aiden Luna
Brooklyn Tran



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: GISLER**
DATE: April 20, 2018

Background:

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on May 10, 2018, the following seven students from **Gisler School** will be recognized:

Gisler School

Transitional Kindergarten	Sam Vorlop
Kindergarten	Elise Fonseca
First Grade	Maya Gomez
Second Grade	Luke Muschetto
Third Grade	Olivia Wirthlin
Fourth Grade	Geet Singh
Fifth Grade	Cayenne Bolar

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

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

Notice is hereby given that the Board of Trustees of the
Fountain Valley School District, at its meeting to be held on
May 10, 2018 at 6:30 p.m. in the Board Room
located at 10055 Slater Avenue, Fountain Valley, CA, will conduct
a public hearing on the proposed agreement for the 2017-18 year
between the District and the California School Employees
Association, Chapter 358 (CSEA).

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Isidro Guerra, Director, Fiscal Services

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: Mark Johnson, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: Declaration of Need 2018-2019 School Year
DATE: May 5, 2018

BACKGROUND

Each year we file the Declaration of Need for Fully qualified Educators with the California Commission on Teacher Credentialing. This Declaration shows estimated hiring needs for certain positions, which may require an emergency credential. We only estimate what we think we might need. We can adjust our estimates any time during the school year. The Commission expects us to be within ten percent (10%) of what we actually request. We have never gone over that percent.

IMPACT

The Declaration will allow all positions to be staffed with appropriate credentials, emergency credentials, or credential waivers. This also is required for substitute teachers. We cannot apply for substitute teacher permits until this form is submitted.

RECOMMENDATION

The Board of Trustees approves the Declaration of Need for Fully Qualified Educators so that staffing can be completed with the best possible candidates and we can retain our substitute teachers.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2018-2019

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: FOUNTAIN VALLEY SCHOOL DISTRICT District CDS Code: 66498

Name of County: ORANGE County CDS Code: 30

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 10 / 2018 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2019.

Submitted by (Superintendent, Board Secretary, or Designee):

Mark Johnson, Ed.D

Name

Superintendent

Title

714-843-3257

Fax Number

714-843-3223

Telephone Number

May 10, 2018

Date

10055 Slater Ave Fountain valley, CA 92708

Mailing Address

arjianv@fvds.us

Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The declaration shall remain in force until June 30, _____.

Submitted by Superintendent, Director, or Designee:

<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
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E-Mail Address

- ## AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

LIMITED ASSIGNMENT PERMITS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	2
TOTAL	2

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 6

If yes, list each college or university with which you participate in an internship program.

OCDE, CSUF, NATIONAL, AZUSA PACIFIC, DOMINGUEZ HILLS, VANGUARD, CHAPMAN, UNIVERSITY OF PHOENIX, CONCORDIA

If no, explain why you do not participate in an internship program.



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Tentative Agreement between CSEA and FVSD**
DATE: May 2, 2018

Background:

On May 1, 2018, the California School Employees Association, Chapter 358 (CSEA) ratified a "Tentative Agreement" between CSEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

As of February 22, 2018, CSEA has agreed to a one-percent (1.0%) increase to the 2016-17 salary schedule retroactive to July 1, 2017 and a one-time, one-percent (1.0%) off-schedule payment for all CSEA members employed at the time of ratification of the 2017-18 agreement.

Furthermore, effective January 1, 2019, the negotiated H&W cap will increase \$500 to \$9,500 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%. The District's Insurance Fund will cover the increase for the 2019 and 2020 insurance years, after which, the General Fund will cover.

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

Fiscal Impact:

The fiscal impact of this settlement for classified bargaining unit members is estimated to be approximately \$182,203 in 2017-18. Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective for the period from July 1, 2017 through June 30, 2018.

Recommendation:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA, Chapter 358 for the 2017-18 school year.

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

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

Fountain Valley Elementary School District - California School Employees

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

Certificated, Classified, Other: Classssified

The proposed agreement covers the period beginning: July 1, 2017 and ending: June 30, 2018
(date) (date)

The Governing Board will act upon this agreement on: May 10, 2018
(date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2017-18	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2017-18	Year 2 Increase/(Decrease) FY 2018-19	Year 3 Increase/(Decrease) FY 2019-20
1 Salary Schedule Increase (Decrease)	\$ 7,264,876	\$ 72,649		\$ -
		1.00%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ 690,423	\$ 72,649	\$ -	\$ -
		10.52%	0.00%	0.00%
Description of other compensation	Additional Duty, Stipends, Overtime, etc.	Off-Schedule, one- time payment		
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,930,001	\$36,906		\$ -
		1.91%	0.00%	0.00%
5 Health/Welfare Plans	\$ 799,946	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 10,685,246	\$ 182,203	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	164	164		
8 Total Compensation <u>Average</u> Cost per Employee	\$ 65,023	\$ 1,109	\$ -	\$ -
		1.71%	0.00%	0.00%

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

The total salary increase for CSEA members in 2017-18 is comprised of a 1.0% on-schedule increase to the 2016-17 salary schedule (retroactive to 7/1/17). Additionally, there is a 1.0% off-schedule payment for all CSEA members employed at the time of ratification of the 2017-18 agreement. The fiscal impact to the General Fund of this recent settlement in 2017-18 is estimated to be approximately \$182,203.

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

None.

11. Please include comments and explanations as necessary.

None.

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

If yes, please describe the cap amount.

Effective 1/1/19, the negotiated H&W cap will increase \$500 to \$9,500 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%. The District's Insurance Fund will cover the increase for the 2019 and 2020 insurance years, after which, the General Fund

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

Contract language additions/changes to the following articles: 6 Association Rights, 8 Terms & Conditions of Employment, 10 Hours. See Tentative Agreement dated April 18, 2018 for details.

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

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

None.

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

None.

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

None.

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

None.

G. Source of Funding for Proposed Agreement

1. Current Year

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

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

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

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

N/A.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

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

	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/8/2018)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ 48,818,318	\$ -	\$ -	\$ 48,818,318
Remaining Revenues (8100-8799)	\$ 2,570,941	\$ -	\$ -	\$ 2,570,941
TOTAL REVENUES	\$ 51,389,259	\$ -	\$ -	\$ 51,389,259
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,946,407	\$ -	\$ 453,356	\$ 23,399,763
Classified Salaries (2000-2999)	\$ 6,007,939	\$ 92,990	\$ 19,588	\$ 6,120,518
Employee Benefits (3000-3999)	\$ 8,869,793	\$ 23,620	\$ 87,841	\$ 8,981,254
Books and Supplies (4000-4999)	\$ 1,839,054	\$ -	\$ -	\$ 1,839,054
Services, Other Operating Expenses (5000-5999)	\$ 2,043,098	\$ -	\$ -	\$ 2,043,098
Capital Outlay (6000-6599)	\$ 286,110	\$ -	\$ -	\$ 286,110
Other Outgo (7100-7299) (7400-7499)	\$ 58,835	\$ -	\$ -	\$ 58,835
Direct Support/Indirect Cost (7300-7399)	\$ (141,076)	\$ -	\$ -	\$ (141,076)
Other Adjustments				
TOTAL EXPENDITURES	\$ 41,910,160	\$ 116,610	\$ 560,786	\$ 42,587,556
OPERATING SURPLUS (DEFICIT)	\$ 9,479,098	\$ (116,610)	\$ (560,786)	\$ 8,801,703
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230		\$ -	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ -	\$ -	\$ 213,621
CONTRIBUTIONS (8980-8999)	\$ (7,220,492)	\$ -	\$ -	\$ (7,220,492)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,457,215	\$ (116,610)	\$ (560,786)	\$ 1,779,820
BEGINNING BALANCE	\$ 12,640,198			\$ 12,640,198
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 15,097,413	\$ (116,610)	\$ (560,786)	\$ 14,420,018
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ -	\$ -	\$ 145,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,332,161	\$ -	\$ -	\$ 4,332,161
Reserve for Economic Uncertainties (9789)	\$ 1,778,662	\$ 5,466	\$ 21,294	\$ 1,805,422
Unassigned/Unappropriated (9790)	\$ 8,841,590	\$ (122,076)	\$ (582,080)	\$ 8,137,434

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

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

	Column 1 Latest Board- Approved Budget Before Settlement (As of 3/8/2018)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 9,544,264	\$ -	\$ -	\$ 9,544,264
TOTAL REVENUES	\$ 9,544,264	\$ -	\$ -	\$ 9,544,264
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,859,653	\$ -	\$ 114,472	\$ 4,974,125
Classified Salaries (2000-2999)	\$ 3,310,070	\$ 52,307	\$ 11,018	\$ 3,373,396
Employee Benefits (3000-3999)	\$ 4,877,825	\$ 13,286	\$ 23,533	\$ 4,914,644
Books and Supplies (4000-4999)	\$ 859,801	\$ -	\$ -	\$ 859,801
Services, Other Operating Expenses (5000-5999)	\$ 2,622,819	\$ -	\$ -	\$ 2,622,819
Capital Outlay (6000-6599)	\$ 117,972	\$ -	\$ -	\$ 117,972
Other Outgo (7100-7299) (7400-7499)	\$ 491,815	\$ -	\$ -	\$ 491,815
Direct Support/Indirect Cost (7300-7399)	\$ 24,998	\$ -	\$ -	\$ 24,998
Other Adjustments				
TOTAL EXPENDITURES	\$ 17,164,953	\$ 65,593	\$ 149,024	\$ 17,379,570
OPERATING SURPLUS (DEFICIT)	\$ (7,620,689)	\$ (65,593)	\$ (149,024)	\$ (7,835,306)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 7,220,492	\$ -	\$ -	\$ 7,220,492
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (400,197)	\$ (65,593)	\$ (149,024)	\$ (614,814)
BEGINNING BALANCE	\$ 1,673,987			\$ 1,673,987
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 1,273,790	\$ (65,593)	\$ (149,024)	\$ 1,059,173
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 1,273,790	\$ (65,593)	\$ (149,024)	\$ 1,059,173
Stabilization Arrangements (9750)				
Other Commitments (9760)				
Other Assignments (9780)				
Reserve for Economic Uncertainties (9789)				
Unassigned/Unappropriated (9790)				

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

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

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/8/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 48,818,318	\$ -	\$ -	\$ 48,818,318
Remaining Revenues (8100-8799)	\$ 12,115,205	\$ -	\$ -	\$ 12,115,205
TOTAL REVENUES	\$ 60,933,523	\$ -	\$ -	\$ 60,933,523
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 27,806,060	\$ -	\$ 567,828	\$ 28,373,888
Classified Salaries (2000-2999)	\$ 9,318,009	\$ 145,298	\$ 30,607	\$ 9,493,913
Employee Benefits (3000-3999)	\$ 13,747,618	\$ 36,906	\$ 111,375	\$ 13,895,898
Books and Supplies (4000-4999)	\$ 2,698,855	\$ -	\$ -	\$ 2,698,855
Services, Other Operating Expenses (5000-5999)	\$ 4,665,917	\$ -	\$ -	\$ 4,665,917
Capital Outlay (6000-6599)	\$ 404,082	\$ -	\$ -	\$ 404,082
Other Outgo (7100-7299) (7400-7499)	\$ 550,650	\$ -	\$ -	\$ 550,650
Direct Support/Indirect Cost (7300-7399)	\$ (116,078)	\$ -	\$ -	\$ (116,078)
Other Adjustments				
TOTAL EXPENDITURES	\$ 59,075,113	\$ 182,203	\$ 709,810	\$ 59,967,126
OPERATING SURPLUS (DEFICIT)	\$ 1,858,409	\$ (182,203)	\$ (709,810)	\$ 966,397
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230		\$ -	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ -	\$ -	\$ 213,621
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 2,057,018	\$ (182,203)	\$ (709,810)	\$ 1,165,006
BEGINNING BALANCE	\$ 14,314,185			\$ 14,314,185
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 16,371,203	\$ (182,203)	\$ (709,810)	\$ 15,479,191
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ -	\$ -	\$ 145,000
Restricted Reserves (9740)	\$ 1,273,790	\$ (65,593)	\$ (149,024)	\$ 1,059,173
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,332,161	\$ -	\$ -	\$ 4,332,161
Reserve for Economic Uncertainties (9789)	\$ 1,778,662	\$ 5,466	\$ 21,294	\$ 1,805,422
Unassigned/Unappropriated (9790)	\$ 8,841,590	\$ (122,076)	\$ (582,080)	\$ 8,137,434

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

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

	2017-18	2018-19	2019-20
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 48,818,318	\$ 51,709,117	\$ 53,076,927
Remaining Revenues (8100-8799)	\$ 12,115,205	\$ 11,095,394	\$ 11,192,779
TOTAL REVENUES	\$ 60,933,523	\$ 62,804,511	\$ 64,269,706
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 28,373,888	\$ 28,799,496	\$ 29,231,489
Classified Salaries (2000-2999)	\$ 9,493,913	\$ 9,588,853	\$ 9,684,741
Employee Benefits (3000-3999)	\$ 13,895,898	\$ 14,590,693	\$ 15,320,228
Books and Supplies (4000-4999)	\$ 2,698,855	\$ 3,043,587	\$ 3,409,894
Services, Other Operating Expenses (5000-5999)	\$ 4,665,917	\$ 3,844,380	\$ 3,959,712
Capital Outlay (6000-6999)	\$ 404,082	\$ 245,729	\$ 253,101
Other Outgo (7100-7299) (7400-7499)	\$ 550,650	\$ 542,689	\$ 558,969
Direct Support/Indirect Cost (7300-7399)	\$ (116,078)	\$ (130,337)	\$ (134,247)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 59,967,126	\$ 60,525,090	\$ 62,283,887
OPERATING SURPLUS (DEFICIT)	\$ 966,397	\$ 2,279,421	\$ 1,985,819
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 412,230	\$ 412,320	\$ 412,230
TRANSFERS OUT & OTHER USES (7610-7699)	\$ 213,621	\$ 220,030	\$ 226,631
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,165,006	\$ 2,471,711	\$ 2,171,418
BEGINNING BALANCE	\$ 14,314,185	\$ 15,479,191	\$ 17,950,901
CURRENT-YEAR ENDING BALANCE	\$ 15,479,191	\$ 17,950,901	\$ 20,122,320
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 145,000	\$ 145,000	\$ 145,000
Restricted Reserves (9740)	\$ 1,059,173	\$ 920,850	\$ 909,551
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 4,332,161	\$ 4,670,629	\$ 3,883,953
Reserve for Economic Uncertainties (9789)	\$ 1,805,422	\$ 1,822,354	\$ 1,875,316
Unassigned/Unappropriated (9790)	\$ 8,137,434	\$ 10,392,069	\$ 13,308,500

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 60,180,747	\$ 60,745,120	\$ 62,510,518
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,805,422	\$ 1,822,353.60	\$ 1,875,316

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,805,422	\$ 1,822,354	\$ 1,875,316
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 8,137,434	\$ 10,392,069	\$ 13,308,500
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 9,942,857	\$ 12,214,422	\$ 15,183,816
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2017-18

Yes

☒

No

☐

2018-19

Yes

☒

No

☐

2019-20

Yes

☒

No

☐

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

N/A

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

N/A

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

The impact of recent Board-approved salary increases for Certificated employees and the proposed Confidential and Management employees salary increases have been included in this disclosure (see Column 3 on pages 4a, 4b, & 4c).

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

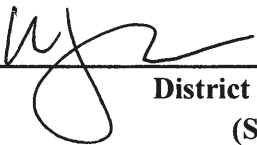
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

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

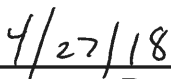
The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	\$ 182,203
Ending Balance Increase (Decrease)	\$ (182,203)

N/A ____ (No budget revisions necessary)




District Superintendent
(Signature)



Date



Chief Business Officer
(Signature)



Date

L. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

5/10/2018

Date

President or Clerk of Governing Board
(Signature)

5/10/2018

Date

Christine Fullerton

Contact Person

714-843-3200

Phone



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Agreement between CSEA Chapter #358 and FVSD**
DATE: May 4, 2018

Background:

On April 18, 2018, FVSD and CSEA Chapter #358 reached a tentative agreement for 2017-18. The tentative agreement was ratified by CSEA, Chapter #358 on May 2, 2018 and includes a total compensation increase of 2.00%, and a \$500 increase to the district's contribution to health and welfare benefits. The agreement also includes language additions and changes related to communications, health and welfare benefits and work year. The total compensation is as follows:

- 1) An additional 1.00% salary increase to the 2016-17 salary schedule effective July 1, 2017.
- 2) A one-time, 1.00% off schedule salary payment based on the employee's annual salary as of April 18, 2018, excluding longevity and growth in service, for bargaining unit members employed with the district at the time of ratification of the 2017-18 agreement.
- 3) An increase of \$500 to health and welfare benefits for each full-time classified bargaining unit member, increasing the district's contribution to \$9500 and an increase of \$250 for each part-time classified bargaining unit members working 20 to 29.99 hours a week, increasing the district's contribution to \$4750, effective January 1, 2019.

Recommendation:

It is recommended that the Board of Trustees approves the agreement between the FVSD and CSEA, Chapter #358 dated April 18, 2018.

**Tentative Agreement Between
Fountain Valley School District and
California School Employee Association and its' Chapter #358
April 18, 2018**

The Fountain Valley School District (FVSD) and California School Employee Association (CSEA) and its' Chapter #358 agree to the following:

1. A 1.00% salary increase to the 2016-17 classified salary schedule, retroactive to July 1, 2017.
2. A one-time 1.00% off schedule salary payment based on classified bargaining unit members' current salary, excluding longevity and professional growth, for classified bargaining unit members employed with the district at the time of ratification of the 2017-2018 classified bargaining agreement.
3. An increase of \$500 to health and welfare benefits for each full-time classified bargaining unit member, increasing the District's contribution to \$9500 and an increase of \$250 for each part-time classified bargaining unit members working 20 to 29.99 hours a week, increasing the District's contribution to \$4750. The District's Insurance Fund will cover the increase for the 2019 and 2020 insurance year. Effective January 1, 2021, District revenue will cover the increase.

CONTRACT LANGUAGE ADDITIONS/CHANGES

ARTICLE 6: ASSOCIATION RIGHTS

6.2 Communications

- 6.2.6 The Association ~~shall receive two (2) copies of District Board policies and subsequent updates.~~ can access Board policies and updates through the District's website.
- 6.2.9 Within sixty (60) days after the approval of this Agreement by the Board of Trustees, the District and the Association shall upload a copy of this Agreement to the District's website. Copies of this Agreement can be obtained upon employee request to the Classified Personnel Technician. ~~replicate and provide a copy of this Agreement to every employee in the bargaining unit. The Association and the~~

~~District will share the cost of printing and labor equally. All employees employed after the execution of this Agreement shall receive a copy of this Agreement.~~

ARTICLE 8: TERMS AND CONDITIONS OF EMPLOYMENT

8.1 Health and Welfare Benefits

8.1.3.3 The District shall provide all eligible employees and their dependents the choice health benefit plans and life insurance in effect each January 1, including any increased benefits as may be dictated by law. Full-time employees working thirty (30) hours or more per week are eligible for a District's contribution of \$9,000 \$9500, or the full amount of the District's cap, for health benefit plans and life insurance. Permanent part-time employees working a minimum of twenty (20) hours but less than thirty (30) hours per week are eligible for the District's contribution of \$4,500 \$4750, or one-half of the amount of the District's cap, for health benefits (medical, dental and vision). All part-time employees working less than 30 hours per week are eligible for a life insurance benefit of \$5,000 effective January 1, 2013.

ARTICLE 10: HOURS

10.1 Work Year

10.1.1.1 The work year for the following employees will be the same as for the student school year plus all non-student days:

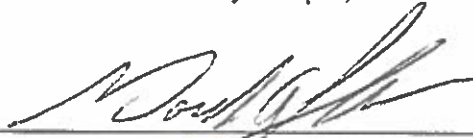
Bilingual Testing Technician
Bus Aide – Special Education
Bus Driver
Certified Occupational Therapy Assistant
~~Community Liaison~~ Bilingual Translator
Extended School Program Aide Assistant
Extended School Program Instructor
Extended School Program ~~Lead Instructor~~ Coordinator
Field Support Help Desk Technician
Food Services Delivery Driver
Food Services Worker
Instructional Assistant
Instructional Assistant – Bilingual
~~Instructional Assistant Computer Lab~~
Instructional Assistant – ~~Deaf and Hard of Hearing~~ Mild/Moderate

Instructional Assistant – ~~Discrete Trial Training~~
— Applied Behavior Analysis
Instructional Assistant - ~~Special Education (SH-PH)~~ Moderate/Severe
~~Lead Instructional Assistant—DTT~~ Behavior Intervention Assistant
Library/Media Technician
Licensed Vocational Nurse
Preschool Instructor
Preschool Aide ~~Assistant~~
Senior Library/Media Technician
Speech Language Pathology Assistant
State Lead Preschool Instructor

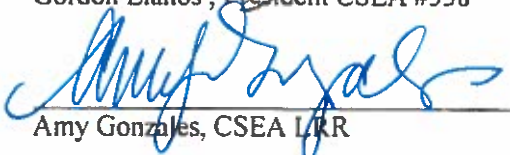
10.1.1.3 Other 200 day employees (School ~~Administrative Assistant~~ Office Manager,
~~Senior Office Assistant~~, and ~~Senior Secretary~~ Administrative Assistant) may work up to
five (5) additional days to complete the required end-of-year duties, if approved by the
Assistant Superintendent, Personnel and immediate supervisor. ~~SAA~~ SOM's working at a
K-5 school may work up to five (5) additional days to complete the required end-
of-the year duties. ~~SAA~~ SOM's working at a 6-8 school may work up to ten (10) additional
days to complete the required end-of-year duties.

10.1.1.4 The work year for Health Assistants and Health Tech/LVN is 180 days. With
Assistant Superintendent, Personnel and supervisor approval, Health Assistants and
Health Tech/LVN may work additional days to prepare for the start of the school year.
Health Assistants and Health Tech/LVN working at a K-5 school may work up to ~~two (2)~~
three (3) additional days to prepare for the start of the school year. Health Assistants and
Health Tech/LVN working at a 6-8 school may work up to ~~three (3)~~ four (4) additional
days to prepare for the start of the school year. The number of hours per day shall be the
same as the number of hours in the regular assignment.

Executed this 18th day of April, 2018.


Gordon Llanos, President CSEA #358


Cathie Abdel, Assistant Superintendent, Personnel


Amy Gonzales, CSEA LRR



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Disclosure of Management and Confidential Employees Salary
Increases**
DATE: May 2, 2018

Background:

Management and confidential employees in the Fountain Valley School District are not represented by a bargaining unit. Historically these District employees have received similar salary increases as the District's bargaining unit members. The District recently concluded negotiations with the Fountain Valley Teachers Association (FVEA) and the California School Employees Association, Chapter 358 (CSEA) for the 2017-18 fiscal year. Both bargaining units agreed to a total ongoing increase to the salary schedule of one-percent (1.0%) plus a one-percent (1.0%) off-schedule payment.

Furthermore, effective January 1, 2019, the negotiated H&W cap will increase \$500 to \$9,500 per full-time employee. For part-time members, the increase is pro-rated for those working at least 50%, but less than 75%. The District's Insurance Fund will cover the increase for the 2019 and 2020 insurance years, after which, the General Fund will cover.

The District's management and confidential employees will receive the same salary and benefits increases outlined above.

Fiscal Impact:

The impact of the salary increases for confidential and management employees are detailed in the following table:

<i>Description</i>	<i>Budget Impact</i>
Salaries	\$98,732
Statutory Benefits	\$19,366
Total	\$118,098

Recommendation:

It is recommended that the Board of Trustees approves the Disclosure of Management and Confidential Employees Salary Increases for the 2017-18 school year.

Clerk of the Governing Board

Fountain Valley School District
Resolution 2018-31

RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION
AND SPECIFICATIONS OF THE ELECTION ORDER

WHEREAS, the election of governing board members is ordered by law pursuant to §5000 of the Education Code to fill the office of members whose terms expire on December 7, 2018, next succeeding the election,

NOW BE IT RESOLVED that pursuant to the authority of Education Code §5304 and §5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2018.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

PASSED AND ADOPTED By the Governing Board on May 10, 2018 by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Jeanne Galindo, 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 10th day of May, 2018.

Clerk of the Governing Board

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

April 19, 2018

MINUTES

President Cunneen 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

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

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

AGENDA APPROVAL

Second: Mrs. Schultz

Vote: 5-0

Assistant Superintendent, Business Services, Christine Fullerton, and Director, Maintenance and Facilities Joe Hastie, were joined by James Clower, President of West Coast Air Conditioning and his team, along with Richard Ingrassia, Rachlin Partners, to provide an update to the Board regarding Phase 1 of Measure O HVAC and Modernization Project at Courreges School. Mrs. Fullerton opened the workshop by welcoming Mr. Clower, President, Aaron Whitwer, General Project Manager, and Rachael Gonzalez, Director of Business Development, to the meeting. Mr. Clower shared the history of West Coast Air Conditioning. In addition, Ms. Gonzalez shared more about the lease-leaseback team, including their experience through the last decade. Mr. Clower further detailed their in-house capabilities, self-performed work, and the requirements regarding skilled and trained workforce per Ed Code 17407.5. Furthermore, Mr. Whitwer reviewed their community involvement, their priorities of collaboration and communication, coordination, and post construction. Mr. Clower further detailed what sets West Coast Air apart. Following this, Ms. Gonzalez noted their local clients in our community, and emphasized that West Coast Air is always

BOARD WORKSHOP:
MEASURE O PROJECT
UPDATE

on time, on budget and on point. In closing, Mr. Clower emphasized West Coast Air's appreciation for the opportunity to partner with our District.

Following this, Mrs. Fullerton provided an update on the Measure O HVAC projects at Courreges. She reviewed the scope of work/Big 5, staff restroom, kitchen restroom, and the phasing plan. In addition, she reviewed guaranteed maximum price (GMP), providing specific details regarding Courreges' GMP, including factors that influenced the GMP, value engineered items to reduce cost, and District contingencies. Mrs. Fullerton also reviewed things to consider regarding the GMP, including the number of allowances and contingencies built into the budget, funds in deferred maintenance, Fund 40 and allocated proceeds from Fund 40-41, and the continued focus on value engineering as we proceed with the project. In closing, she reviewed next steps with the Board.

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

PUBLIC COMMENTS

Mr. Cunneen announced that the Board would retire into Closed Session. Action was anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- 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.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain

Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.

- Public Employee Performance Evaluation:
Government Code Section 54957 & 54957.1
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 6:30pm.

PLEDGE OF
ALLEGIANCE

Girl Scout Troop 4167 led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Board of Trustees is pleased to join our staff and community in celebrating Niki Buck, third grade teacher at Cox Elementary School, as Fountain Valley School District’s 2017-18 Teacher of the Year. The Board of Trustees joined staff and the community in celebrating Ms. Buck for this very much-deserved recognition.

RECOGNITION OF
FOUNTAIN VALLEY
SCHOOL DISTRICT
TEACHER OF THE
YEAR, NIKI BUCK

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Courreges School, the Board recognized and thanked Alina Jimenez-Newton and Kasie Hanley. The Board joined staff, students and members of our community in thanking these parents for their dedication to Courreges School.

RECOGNITION OF
COURREGES SCHOOL
PARENT
VOLUNTEERS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from Courreges School. From Courreges School, the Board honored Lilah Asbury (K), Bella Le (1st), Brooklyn Plummer-Spatz (2nd), Darien Blaogon (3rd), Luke Brown (4th), and Brandon Clausi (5th). The Board joined staff and family members in celebrating the outstanding accomplishments of these students.

RECOGNITION OF COURREGES SCHOOL STUDENTS

Following the recognitions, the Board of Trustees took a brief recess for cookies and photos. The meeting resumed at 7:23pm.

RECESS

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz' activities since the last meeting included: ACE Meeting, tour of Talbert, 16th Annual District Art Show, and Board Development workshop.

Mr. Collins' activities since the last meeting included: tours of Fulton and Gisler, FVSF meeting (noting that the Taste of Fountain Valley is this Saturday at Los Cab), Board Development workshop, OCSBA Board meeting, Huntington Beach Community Services Commission meeting, 16th Annual District Art Show and FVHS baseball game at Angels Stadium. He also highlighted the generous support of the Huntington Beach Assistance League.

Mrs. Galindo's activities since the last meeting included: tours of Cox, Gisler, Tamura and Courreges, working with Mrs. Crandall on the New Board Member handbook, 16th Annual District Art Show, Dwyer Middle School band and orchestra concert, Health and Wellness Committee meeting, Board Development workshop, and writing an article for *School News* regarding school safety.

Mrs. Crandall's commended the efforts of Mrs. Lucchese, the volunteers and staff on 16th Annual District Art Show. Her activities since the last meeting included: Rotary Most Improved Student recognition, tours of Talbert, Fulton, Gisler and Cox, Kiwanis-sponsored bowling at Fountain Bowl, Middle School Honors Orchestra concert, Special Persons' Day at Gisler, LCAP Community Outreach meeting, retirement celebration for Gregg Millett, Board Development workshop, SPC meeting, address of Coastal Community Church during 40

Days of Prayer, Mayor's Breakfast, and work on the governance workbook.

Mr. Cunneen's activities since the last meeting included: 4th District PTA Administrative Dinner, Board Development workshop, ACE meeting, Masuda Lunch on the Lawn, senior interview day with HBUHSD, and he addressed AUHSD Board of Trustees regarding introducing students to engineering fields. He thanked his fellow trustees for their service.

The Action Committee for Education is a broad-based school community legislative action group which addresses current issues and sponsors annual projects to promote and benefit not only the Fountain Valley School District but public education in general. Representatives Laurie Cortez and Patrick Harper presented to the Board of Trustees regarding ACE's recent participation in the Sacramento Safari.

PRESENTATION BY
ACTION COMMITTEE
FOR EDUCATION
REGARDING RECENT
PARTICIPATION IN THE
SACRAMENTO SAFARI

PUBLIC HEARING

A public hearing was held for the purpose of receiving public comment on the Board's consideration of seeking a waiver from the State Board of Education of the competitive bidding procedures set forth in Education Code section 17455 *et seq.* for the lease (short term or long term ground lease development) or sale of District property located at 9790 Finch Avenue, Fountain Valley, California 92708 known as the District's former Fred Moiola School Site. The District's Board invited public testimony regarding this matter. There were no requests to speak and the hearing was closed.

NOTICE OF INTENT TO
REQUEST WAIVER

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Schultz moved to adopt Resolution 2018-26: Approval of Guaranteed Maximum Price for the Lease-Leaseback Agreement with West Coast Air Conditioning, Inc. for the Measure O Modernization and HVAC Project at Courreges School.

Second: Mr. Collins

RESOLUTION 2018-26: APPROVAL OF GUARANTEED MAXIMUM PRICE FOR THE LEASE-LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC.

Vote: 5-0

Motion: Mrs. Crandall moved to accept and award the RFP 2018-03-07 for Preconstruction and Lease-Leaseback Services for Modernization and HVAC Project to West Coast Air Conditioning Co., Inc.

Second: Mrs. Galindo

Mrs. Galindo, Mrs. Crandall, and Mr. Cunneen expressed their confidence in West Coast Air successfully executing our HVAC projects.

Vote: 5-0

Motion: Mr. Collins moved to adopt Resolution 2018-27 of the Board of Trustees of the Fountain Valley School District Reconfirming Declaration of Surplus Property; Declaring Intention to Offer Property for Lease or Sale; Authorizing the Solicitation of Lease or Sale Offers through a Bid Process; and Authorizing the Concurrent Request for Waiver of Competitive Bidding Procedures Under Education Code Section 17466 Et Seq. (Former Fred Moiola School Site).

Second: Mrs. Crandall

Vote: 5-0

FOR THE MEASURE
O MODERNIZATION
AND HVAC PROJECT
AT COURREGES
SCHOOL
ACCEPT AND
AWARD THE RFP
2018-03-07 FOR
PRECONSTRUCTION
AND LEASE-
LEASEBACK
SERVICES FOR
MODERNIZATION
AND HVAC PROJECT
TO WEST COAST AIR
CONDITIONING CO.,
INC.

APPROVAL OF
RESOLUTION 2018-27
OF THE BOARD OF
TRUSTEES OF THE
FOUNTAIN VALLEY
SCHOOL DISTRICT
RECONFIRMING
DECLARATION OF
SURPLUS PROPERTY;
DECLARING
INTENTION TO
OFFER PROPERTY
FOR LEASE OR SALE;
AUTHORIZING THE
SOLICITATION OF
LEASE OR SALE
OFFERS THROUGH A
BID PROCESS; AND
AUTHORIZING THE
CONCURRENT
REQUEST FOR
WAIVER OF
COMPETITIVE
BIDDING
PROCEDURES
UNDER EDUCATION
CODE SECTION

17466 ET SEQ.
(FORMER FRED
MOIOLA SCHOOL
SITE)
CONSENT
CALENDAR

Mr. Cunneen requested that Item 10-D Personnel Items be pulled for separate vote.

Motion: Mrs. Galindo moved to approve the Consent Calendar with exception of Item 10-D Personnel Items.

Second: Mr. Collins

Vote: 5-0

Motion: Mrs. Galindo moved to approve Item 10-D Personnel Items.

Second: Mrs Schultz

Regarding Item 10-D Personnel Items, Mrs. Abdel shared that the 2018-19 School Year Calendar, Modified Day Calendar, and Classified Employee Holiday Calendar included in the Personnel Items for approval have an error in that the Board Holiday is listed as April 25th. The Board Approved Holiday will indeed fall during spring break, on April 19th, with the move of spring break to align with the surrounding districts to April 15-19, 2019.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes From March 8th Regular Meeting
- Board Meeting Minutes From March 22nd Special Meeting
- Board Meeting Minutes From March 24th Special Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments and Transfers
- Approve the Use of a Piggybank Contract with Class Leasing for the Lease of Relocatable Classrooms at

Courreges Elementary School and Masuda Middle School for Interim Housing

- Williams Quarterly Report for the Third Quarter 2017-18
- Approve the Lease Termination and Settlement Agreement for LePort for Fountain Valley for Fred Moiola School
- Contract for Legal Services in 2017-18 and 2018-19 School Years with the Law Offices of Jeff C. Marderosian

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Noted several opportunities to further build relationships with our community businesses as tasked by the Board of Trustees, including a recent visit to Yakult. He shared some of the opportunities discussed during a tour of the factory located in Fountain Valley. In addition, he highlighted a relationship with Citi National Bank and their partnership with Barnes and Noble that is leading to the donation of \$6000 and 2000 books to both Gisler and Tamura Schools tomorrow. Moreover, he thanked Mrs. Fullerton and her staff for their work in bringing West Coast Air for approval this evening. He thanked the Board for their approval to bring on West Coast Air for Courreges and Masuda. And more so, for approving West Coast Air for the rest of our Measure O projects, noting his confidence that Masuda and Courreges will continue to go well with them, in addition to our other schools. Also, Dr. Johnson commended the 16th Annual District Art Show, noting some highlights from the evening. He thanked our Site Art Representatives and middle school music teachers for their efforts, in addition to commending Mrs. Lucchese. In closing, he noted the items on the agenda this evening regarding the former Moiola School site leave every option available to the Board. He expressed staff's excitement for the close of the school year and the coming year ahead.

CLOSED SESSION

Mr. Cunneen announced that the Board would retire into a second Closed Session. Further action was anticipated. The following was addressed:

- 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.
- Conference with Real Property Negotiator:
Government Code Section 54956.8
Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) ("Property").

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services and District legal counsel (Lessor), and LePort Schools, Greg Marick, Vice President, Operations & Development (Lessee).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with the possible amendment of the existing Lease Agreement for the identified Property.
- Public Employee Performance Evaluation:
Government Code Section 54957 & 54957.1
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 9:25pm.

CLOSED SESSION
ANNOUNCEMENT

Mr. Cunneen made the following Closed Session Announcement:

“In closed session, the governing board took action on the motion of Mrs. Crandall, seconded by Mrs. Galindo, and a vote of 5-0 to approve a Compromise and Release Agreement between the District and a classified employee, number #0646.”

ADJOURNMENT

Motion: Mr. Crandall moved to adjourn the meeting at 9:27pm.

Second: Mr Collins

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
May 10, 2018**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CERTIFICATED MANAGEMENT AND SCHOOL PSYCHOLOGIST SALARY SCHEDULES REFLECTING 1.0% SALARY INCREASE TO THE 2016-2017 SALARY SCHEDULES EFFECTIVE 07/01/2017.
(see attachments).

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF A 1% ONE TIME OFF SCHEDULE PAYMENT TO CERTIFICATED MANAGEMENT AND SCHOOL PSYCHOLOGIST BASED ON THE 2016-2017 SALARY SCHEDULE.

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RETIREMENT OF THE FOLLOWING CERTIFICATED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.3.1	Eldridge, Ed	Middle School/Science	Masuda	06/22/2018

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>DATE</u>
1.4.1	Gaglione, Antoinette	Speech and Language	Masuda/Tamura	06/22/2018

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING SCHOOL PSYCHOLOGIST INTERNS WITH THE ANNUAL STIPEND OF \$5,000 FOR THE 2018-2019 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>MENTOR</u>
1.5.1	Sickler, Mindy	TBD	Dilday, Shannon
1.5.2	Willis, Julie	TBD	Wagnon, Krista
1.5.3	Zozobrado, Cherry Red	TBD	Hancharick, Renee

1.6 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 DATE</u>
1.6.1	Howard, Loren	Middle School/Science	Talbert Middle School	Child Bonding	05/07/2018

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
MAY 10, 2018**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Wisrock, Dee	Courreges	ESP Assistant	06/21/2018
2.1.2	Vo, Ngoc Suong	Tamura	Instructional Assistant Bilingual	06/21/2018

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Garland, Jennifer	Masuda	Library/ Media Technician	04/24/2018

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Short, Chelsea	Plavan	ESP Assistant	04/24/2018
2.3.2	Nguyen, Tina	Cox	ESP Instructor	04/30/2018

- 2.4 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>
2.4.1	Nasab, Betty	Gisler	Behavior Intervention Assistant	Medical	04/17/2018
2.4.2	Yi, Anna	Fulton	SLPA	Personal	06/04/2018

- 2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS PLACEMENT OF ESP ASSISTANT AND OFFICE ASSISTANT, JULIE ESPINOZA ON THE 39 MONTH RE-EMPLOYMENT LIST, DUE TO EXPIRATION OF AVAILABLE LEAVES, EFFECTIVE 04/12/2018.

- 2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CLASSIFIED SALARY SCHEDULE REFLECTING A 1% SALARY INCREASE TO THE 2016-2017 SALARY SCHEDULE, EFFECTIVE 07/01/2017 (see attachments).

- 2.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CONFIDENTIAL SALARY SCHEDULE REFLECTING A 1% SALARY INCREASE TO THE 2016-2017 SALARY SCHEDULE, EFFECTIVE 07/01/2017 (see attachment).

- 2.8 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE CLASSIFIED MANAGEMENT SALARY SCHEDULE REFLECTING A 1% SALARY INCREASE TO THE 2016-2017 SALARY SCHEDULE, EFFECTIVE 07/01/2017 (see attachment).

2.9 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF A ONE TIME 1% OFF-SCHEDULE PAYMENT TO CLASSIFIED, CONFIDENTIAL, AND CLASSIFIED MANAGEMENT EMPLOYEES BASED ON THE 2016-2017 SALARY SCHEDULES.

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	Collins, Ian	CSBA Delegate Assembly	Sacramento, Ca	Actual & Necessary	012719166-5210	May 18-20, 2018
3.2	Davis, Carol Johnson, Donna O'Cain, Lisa Mullin, William	PCASC Conference	Anaheim, Ca	Actual & Necessary	012819771-5210	June 1, 2018

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

May 10, 2018

<i>EDUCATIONAL SERVICES</i>

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	See attached list for CDC employee names (Child Care Programs)	Classroom set up for the 2018/2019 CDC school year @ the seven elementary school sites	Regular hourly rate~ Instructors, 3-5 days TBD, Aides, 3-5 days TBD, not to exceed 8 hours per day	120017598-2113	August, 2018
4.2	See attached list for ESP employee names (Child Care Programs)	Classroom set up for the 2018/2019 ESP school year @ the seven elementary school sites	Regular hourly rate, for a total of 8 hours each for Aides, 12 hours each for Instructors, and 20 hours each for Lead Instructors, over a 3 day period	120016098-2113	August, 2018
4.3	BLAKE, Annette CORREA, Wendy LUU, Courtney MENDEZ, Susan MUNOZ, Amy Hidalgo PRESSON, Juli (Child Care Programs)	Classroom set up for the 2018/2019 State Preschool at Oka and Gisler schools	Regular hourly rate, 3-5 days TBD, 8 hours per day	12001619802113	August, 2018
4.4	BONIFAY, Rena (Child Care Programs)	CGI and GLAD preparation for the 2018/2019 school year	Regular hourly rate, 20 days TBD, 8 hours per day	120017598-2113	July/August, 2018
4.5	JEAN, Yvonne (Child Care Programs)	Preparation for the 2018/2019 school year	Regular hourly rate, 20-25 days, TBD	120336098-2413	July/August, 2018
4.6	YATES-VALONE, Janice (Child Care Programs)	Payroll and preparation for the 2018/2019 school year	Regular hourly rate, 15 work days TBD	120336098-2413	July/August, 2018

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	Tang Company LLC (Greg Tang)	Services align w/classroom math practices of "Tangy Tuesdays" that further develop number sense and number bonds. Student assemblies during the day and a family math night will be activities that support student learning in math, in addition to student materials. (Oka)	\$3,995	011259275-5813 (\$1,000) 010113755-5813 (\$2,000) 010013789-5813 (\$995)	May 30, 3018

May 10, 2018

PERSONNEL ITEMS – EDUCATIONAL SERVICES (continued)

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	Association of California School Administrators (ACSA) ~ 70 hours of completed course study for the Principals Academy	Mark Holman (Talbert)	Sacramento CA	\$500.00	012719275-5210	Completed on April 21, 2018

FOUNTAIN VALLEY SCHOOL DISTRICT

CERTIFICATED MANAGEMENT SALARY SCHEDULE

2017-2018

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
15	99170	104130	109336	114802	120540	126569
16	104059	109261	114725	120462	126484	132809
17	108124	113532	119206	125167	131426	137997
18	110761	116298	122115	128220	134631	141363
18A	112118	117723	123609	129791	136278	143093
19	117723	123609	129791	136278	143093	150248

RANGE 15 **Assistant Principal; Science Coordinator, Program Specialist, Autism Specialist (210 Days)**

RANGE 17 **Elementary Principal (210 Days)**

RANGE 18 **Middle School Principal (215 Days)**

RANGE 18A **Director, Support Services; Director, Educational Services (245 Days)**

RANGE 19 **Executive Director, Personnel, (245 Days)**

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$3,000 on an annual basis is awarded to an earned doctorate. The 245 days include a maximum of 24 vacation days. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment (including outside and in the District), a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year is awarded.

Board Approved: _____
Effective Date: **07-01-2017**

FOUNTAIN VALLEY SCHOOL DISTRICT
CERTIFICATED MANAGEMENT SALARY SCHEDULE
PSYCHOLOGISTS
2017-2018

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
A	88232	95041	101823	108950	114438	120163

RANGE A Psychologist (192 Days)

NOTE: Step advancement is contingent upon serving at least 50% of the previous year. An additional \$500 on an annual basis is awarded to an earned doctorate. Following the 5th, 10th, 15th, 20th, 25th, 30th and 35th year of employment in the District, a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

Board Approved: _____
Effective Date: 07-01-2017

FOUNTAIN VALLEY SCHOOL DISTRICT

Classified Salary Schedule

2017 - 2018

	Step 1		Step 2		Step 3		Step 4		Step 5	
Range	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
1	13.75	2383	14.43	2501	15.16	2627	15.92	2760	16.72	2898
2	13.91	2412	14.61	2532	15.34	2659	16.11	2792	16.91	2930
3	14.10	2444	14.80	2566	15.56	2697	16.33	2830	17.13	2970
4	14.19	2460	14.91	2584	15.64	2711	16.43	2848	17.26	2991
5	14.37	2491	15.08	2614	15.84	2745	16.63	2882	17.46	3027
6	14.48	2510	15.20	2634	15.96	2767	16.77	2907	17.60	3050
7	14.65	2539	15.38	2666	16.15	2799	16.97	2941	17.81	3086
8	14.78	2562	15.53	2692	16.32	2828	17.12	2968	17.97	3115
9	14.97	2595	15.72	2724	16.50	2860	17.33	3004	18.20	3155
10	15.10	2618	15.86	2749	16.64	2884	17.49	3031	18.37	3183
11	15.25	2643	16.02	2776	16.82	2916	17.67	3063	18.54	3214
12	15.41	2672	16.18	2805	17.00	2946	17.85	3094	18.75	3250
13	15.56	2697	16.34	2832	17.14	2972	18.00	3120	18.91	3278
14	15.68	2719	16.47	2855	17.30	2998	18.16	3147	19.07	3305
15	15.88	2753	16.67	2889	17.52	3036	18.39	3187	19.31	3347
16	15.99	2772	16.80	2912	17.65	3059	18.52	3210	19.45	3372
17	16.18	2805	17.00	2946	17.85	3094	18.75	3250	19.69	3413
18	16.36	2835	17.19	2979	18.04	3128	18.95	3284	19.89	3447
19	16.51	2862	17.35	3007	18.22	3158	19.14	3318	20.08	3481
20	16.69	2893	17.53	3038	18.41	3190	19.32	3348	20.29	3517
21	16.86	2923	17.71	3070	18.60	3225	19.54	3386	20.52	3556
22	17.00	2946	17.86	3095	18.75	3250	19.69	3413	20.67	3583
23	17.22	2984	18.07	3131	18.97	3287	19.91	3451	20.90	3623
24	17.34	3006	18.21	3156	19.12	3314	20.07	3479	21.09	3655
25	17.53	3038	18.41	3190	19.32	3348	20.29	3517	21.30	3691
26	17.70	3068	18.60	3225	19.51	3382	20.50	3553	21.52	3731
27	17.88	3099	18.78	3255	19.71	3417	20.69	3587	21.74	3768
28	18.08	3133	18.98	3289	19.92	3452	20.91	3625	21.97	3808
29	18.23	3160	19.15	3320	20.10	3485	21.11	3659	22.16	3842
30	18.45	3198	19.36	3356	20.33	3524	21.35	3700	22.41	3885
31	18.63	3230	19.57	3391	20.55	3562	21.56	3738	22.65	3926
32	18.78	3255	19.72	3418	20.71	3589	21.74	3768	22.84	3958
33	19.00	3293	19.96	3460	20.95	3632	22.00	3813	23.10	4003
34	19.19	3327	20.15	3492	21.16	3668	22.22	3851	23.33	4045
35	19.35	3354	20.32	3522	21.34	3698	22.39	3881	23.51	4075
36	19.54	3386	20.51	3555	21.54	3734	22.62	3921	23.75	4116
37	19.74	3422	20.73	3592	21.77	3774	22.86	3962	24.00	4159
38	19.96	3460	20.95	3632	22.00	3813	23.10	4003	24.26	4204
39	20.16	3494	21.17	3670	22.22	3851	23.33	4045	24.49	4246

Board Approved: _____

Effective 07-01-2017

Ratified 05-01-2018

1% increase to 2016-2017 Salary Schedule

FOUNTAIN VALLEY SCHOOL DISTRICT

Classified Salary Schedule

2017 - 2018

	Step 1		Step 2		Step 3		Step 4		Step 5	
Range	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
40	20.36	3530	21.38	3705	22.46	3894	23.58	4088	24.76	4292
41	20.59	3569	21.62	3747	22.68	3932	23.83	4131	25.01	4335
42	20.77	3600	21.81	3781	22.90	3969	24.05	4168	25.26	4378
43	20.98	3637	22.03	3818	23.12	4007	24.28	4208	25.50	4420
44	21.19	3673	22.25	3856	23.38	4052	24.53	4251	25.76	4464
45	21.39	3707	22.48	3896	23.59	4089	24.77	4294	26.02	4509
46	21.62	3747	22.68	3932	23.83	4131	25.01	4335	26.26	4552
47	21.83	3784	22.93	3975	24.07	4172	25.28	4382	26.54	4601
48	22.06	3824	23.16	4014	24.32	4215	25.54	4427	26.81	4647
49	22.28	3862	23.40	4055	24.56	4256	25.80	4472	27.09	4696
50	22.51	3901	23.62	4095	24.81	4301	26.05	4515	27.35	4741
51	22.74	3942	23.88	4140	25.07	4346	26.34	4565	27.64	4791
52	22.96	3980	24.11	4179	25.32	4389	26.60	4610	27.90	4836
53	23.19	4019	24.35	4220	25.57	4432	26.84	4653	28.19	4886
54	23.44	4063	24.60	4263	25.84	4479	27.14	4705	28.50	4940
55	23.67	4102	24.85	4307	26.09	4522	27.39	4748	28.77	4987
56	23.88	4140	25.07	4346	26.34	4565	27.64	4791	29.03	5031
57	24.13	4183	25.33	4391	26.61	4612	27.92	4839	29.33	5084
58	24.37	4224	25.57	4432	26.86	4656	28.20	4888	29.62	5134
59	24.60	4263	25.84	4479	27.14	4705	28.50	4940	29.93	5188
60	24.83	4303	26.07	4518	27.36	4743	28.73	4979	30.17	5229
61	25.09	4350	26.36	4569	27.68	4798	29.07	5039	30.51	5288
62	25.35	4394	26.63	4615	27.95	4845	29.35	5087	30.83	5344
63	25.61	4439	26.91	4664	28.25	4897	29.66	5141	31.14	5398
64	25.87	4484	27.16	4709	28.52	4944	29.95	5191	31.44	5450
65	26.10	4524	27.41	4752	28.78	4988	30.22	5238	31.72	5498
66	26.38	4572	27.69	4800	29.08	5040	30.53	5292	32.05	5555
67	26.64	4617	27.96	4847	29.36	5089	30.84	5346	32.38	5613
68	26.92	4665	28.26	4899	29.67	5143	31.16	5401	32.72	5672
69	27.18	4710	28.54	4947	29.97	5195	31.45	5451	33.02	5724
70	27.44	4757	28.82	4996	30.26	5245	31.77	5507	33.37	5783
71	27.74	4809	29.13	5049	30.58	5301	32.11	5566	33.73	5846
72	28.01	4856	29.41	5098	30.87	5351	32.42	5620	34.04	5900
73	28.26	4899	29.67	5143	31.16	5401	32.72	5672	34.36	5956
74	28.55	4949	29.97	5195	31.47	5455	33.03	5726	34.70	6015
75	28.83	4997	30.28	5249	31.81	5514	33.39	5787	35.06	6078
76	29.12	5048	30.60	5304	32.13	5570	33.74	5848	35.43	6140
77	29.42	5100	30.89	5354	32.43	5622	34.06	5904	35.76	6198
78	29.70	5148	31.18	5405	32.76	5677	34.38	5959	36.11	6259

Board Approved: _____

Effective 07-01-2017

Ratified 05-01-2018

1% increase to 2016-2017 Salary Schedule

FOUNTAIN VALLEY SCHOOL DISTRICT

Classified Salary Schedule

2017 - 2018

	Step 1		Step 2		Step 3		Step 4		Step 5	
Range	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
79	30.02	5204	31.52	5464	33.10	5737	34.75	6024	36.50	6327
80	30.29	5250	31.81	5514	33.40	5789	35.06	6078	36.82	6383
81	30.61	5306	32.13	5570	33.75	5850	35.43	6140	37.21	6449
82	30.91	5358	32.46	5625	34.08	5907	35.79	6203	37.58	6514
83	31.21	5410	32.79	5683	34.41	5965	36.14	6264	37.95	6578
84	31.54	5468	33.11	5738	34.77	6027	36.51	6329	38.32	6643
85	31.86	5523	33.45	5798	35.13	6088	36.88	6392	38.72	6711
86	32.18	5577	33.80	5859	35.48	6149	37.25	6456	39.12	6781
87	32.50	5633	34.12	5914	35.82	6209	37.61	6519	39.48	6844
88	32.82	5688	34.45	5972	36.17	6270	37.98	6584	39.89	6914
89	33.14	5744	34.79	6031	36.53	6332	38.37	6650	40.29	6984
90	33.48	5803	35.15	6092	36.90	6395	38.75	6716	40.69	7052
91	33.81	5861	35.50	6153	37.28	6462	39.12	6781	41.09	7122
92	34.15	5920	35.84	6212	37.65	6526	39.54	6853	41.50	7194
93	34.48	5977	36.22	6279	38.01	6589	39.92	6919	41.91	7264
94	34.84	6038	36.58	6340	38.42	6659	40.33	6991	42.35	7341
95	35.18	6097	36.95	6404	38.79	6724	40.73	7059	42.77	7413

Board Approved: _____

Effective 07-01-2017

Ratified 05-01-2018

1% increase to 2016-2017 Salary Schedule

**FOUNTAIN VALLEY SCHOOL DISTRICT
2017-2018 Salary Schedule
Confidential Employees**

	Step 1		Step 2		Step 3		Step 4		Step 5	
RANGE	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL
38	4,589	55,068	4,814	57,768	5,049	60,588	5,293	63,516	5,554	66,648
40	4,682	56,184	4,912	58,944	5,150	61,800	5,403	64,836	5,668	68,016
56	5,446	65,352	5,711	68,532	5,991	71,892	6,288	75,456	6,597	79,164

Range 38: Insurance Benefits Technician

Range 40: Senior Administrative Secretary, Certificated and Classified Personnel Technician

Range 56: Executive Assistant

Note:

Following the 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of employment in the District, a cumulative stipend in the amount of \$600, not to exceed \$4,200 in the 35th year, is awarded.

Board Approved: _____

Effective: 07-01-2017

!% increase to 2016-2017 Salary Schedule (includes Classification Study revisions)

FOUNTAIN VALLEY SCHOOL DISTRICT
2017-2018 Salary Schedule
Classified Manangement

Step A			Step B		Step C		Step D		Step E		Step F	
RANGE	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL	MONTH	ANNUAL
7	5,318	63,816	5,576	66,912	5,849	70,188	6,137	73,644	6,439	77,268	6,760	81,120
8	5,687	68,244	5,966	71,592	6,260	75,120	6,568	78,816	6,887	82,644	7,234	86,808
10	6,233	74,796	6,538	78,456	6,859	82,308	7,193	86,316	7,547	90,564	7,924	95,088
12	6,754	81,048	7,086	85,032	7,435	89,220	7,800	93,600	8,186	98,232	8,595	103,140
14	7,447	89,364	7,812	93,744	8,196	98,352	8,601	103,212	9,024	108,288	9,476	113,712
17	8,675	104,100	9,104	109,248	9,551	114,612	10,021	120,252	10,520	126,240	11,044	132,528

Range 7 Supervisor, Operations

Range 8 Supervisor, Transportation

Range 10 Director, Food Services

Range 12 Supervisor, Information Technology

Range 14 Director, Child Care Program; Director, Maintenance, Operations & Facilities

Range 17 Director, Fiscal Services; Director, Human Resources

Note:

Following the 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of employment in the District, a cumulative stipend in the amount of \$500, not to exceed \$3,500 in the 35th year, is awarded.

Board Approved : _____

Effective: 07-01-2017

1% increase to 2016-2017 Salary Schedule (includes Classification Study revisions)

FOUNTAIN VALLEY SCHOOL DISTRICT
REQUEST FOR ADDITIONAL DUTY ASSIGNMENT

(Please submit this form to the Assistant Superintendent for approval)

Instructor Name(s): Cayce Korhonen, Pamela Dizon, Rakhee Parekh, Catherine Van Hooser, Amber Tokarz, Kim Deutschmann, Kim Cooper, and Barbara Kraus.

Preschool Aide Name(s): Anna Blanke, Elizabeth Arellano, Denise Ivers, Candelaria Ledezma, Kenan House, Michelle Pino, Elaine Ryan, Christine Gonzales, Natalie Perez, Michele Hayes, Guadalupe Alvarez, Donna Russo, Janelly Torres and Kaithlyn Le.

Location: Oka CDC, Newland CDC, Courreges CDC, Cox CDC, Plavan CDC, Gisler CDC, Tamura CDC.

Date(s): August 2018, Instructors 3-5 Days TBD, Aides 3-5 Day TBD, 8 hours per day.


Rate: Varies

Purpose: Classroom Set Up

Budget Number: 12001 7598-2113

Submitted by: Mona Green

(name)

Approved: 

(Asst. Superintendent)

Director: 

(Title) (Signature)

Date

4/26/18

Child Care Programs

(School/Dept.)

BOARD APPROVAL DATE: May 10, 2018

FOUNTAIN VALLEY SCHOOL DISTRICT

REQUEST FOR ADDITIONAL DUTY ASSIGNMENT

(Please submit this form to the Assistant Superintendent for approval)

Name(s): Kristel Sy, Crystal Gutierrez, Megan Burns, Sandra Chin, Mechele Layman-Hughes, Debbie Hopkins, Sandy Jones, Sara Wagoner, Carissa Sanchez, Ronald Hickmon, Tracee Mueller, Chitsaya Winmaw, Carolyn Lamm, Ilsa Robinson, Bev Godshall, Danna Geertson, Cathy Calvert, Kristy Stinsman, Carol Benedict, Teresa Aguilar, Diana Del Toro, Susan Mahdavi, Carla Gustafson, Jacqueline Trejo, Shari Ramos, Maria Duarte, Melissa Cortez, Christina Fogarty, Janet Bremmer, Corrine Franzoy, Tu Minh Nguyen, Rita Valencia, Monica Dalton, Sonia Vazquez, Alice Tomita, Carla Gibson, Sharon Lupold-Bradford, Phuc (Abe) Nguyen, Mara Hewlett, Lauren Fields, Tiffany Pham, Christine Brickner, Lori Loustaunau, Tamara Wickham, Jan Kiesel, Lydia Rodriguez, Gaby Rodriguez, Sinaleula Krause, Son Trieu, Tina Nguyen and Chelsea Short.

Lead Instructors: June Williams, Connie Ramirez, Tiffany Covington, Vanessa Larios, Natalie Velez, Katie Courtemanche, and Catherine Silva.

Location: All ESP Locations

Date(s): August 2018 Aides (8 hours), Instructors (12 hours) over 3 day period
August 2018, Lead Instructors (20 hours) over 3 day period

Rate: Varies

Purpose: Classroom Set Up

Budget Number: 12001 6098-2113

Submitted by: Mona Green


(name)

Director: 

(Title) (Signature)

Child Care Programs

(School/Dept.)

Approved: 

(Asst. Superintendent)

4/26/18

Date

BOARD APPROVAL DATE: May 10, 2018

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 5/10/2018

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COURREGES			
	Pacific Life Foundation	\$3,000.00	Chromebooks & Cart
FULTON			
	Fulton PTA	\$779.29	Sports Release Time
	Fulton PTA	\$1,723.37	School Clubs
	Fulton PTA	\$262.36	Cheer Stipend/Benefits
	Fulton PTA	\$590.33	Sports Coach Stipend/Benefits
OKA			
	Pacific Life Foundation		
		\$3,000.00	Chromebooks, Classroom books
TAMURA			
	Tamura PTO	\$444.93	PE Equipment

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING MAY 10, 2018**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 79,831.00 - 80152

Dates: 4/3/2018 - 4/27/2018

Fund 01	General Fund	308,370.23
Fund 12	Child Development	23,458.01
Fund 13	Cafeteria	68,995.96
Fund 21	GOB 2016 Election	251,879.79
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	-
Fund 68	Worker Comp	70,322.50
Fund 69	Insurance	405,627.08

TOTAL	\$	1,128,653.57
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/10/2018

FROM 04/01/2018 TO 04/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4210	GOLDEN STATE PAVING INC.	89,682.00	89,682.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4211	TIME AND ALARM SYSTEMS INC.	1,094.00	1,094.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4235	ALAN'S LAWNMOWER & GARDEN CENT	827.43	827.43	012889390 4340	Custodial / Custodial Supplies
L20M4236	ABM WINDOW CLEANING	1,200.00	1,200.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
L20M4237	ROADRUNNER EXTERMINATING INC.	790.00	790.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4238	SMD INC	400.00	400.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4239	TURF STAR INC.	180.00	180.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
L20M4240	WEST LITE SUPPLY CO INC	156.60	156.60	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4241	CRANDALL'S PLUMBING INC.	315.00	315.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4242	WALTERS WHOLESALE ELECTRIC CO	141.38	141.38	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
L20M4243	EREPLACEMENTPARTS.COM LLC	72.53	72.53	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
L20M4244	CRANDALL'S PLUMBING INC.	409.00	409.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20R1557	BARNES AND NOBLE	142.43	142.43	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1559	REALLY GOOD STUFF INC	385.68	385.68	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1560	ORIENTAL TRADING COMPANY	206.42	206.42	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1561	FOUNTAIN VALLEY EDUCATION ASSO	512.50	512.50	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
L20R1563	NEWMARK LEARNING LLC	475.00	475.00	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1564	SCHOLASTIC BOOK ORDERS	343.65	343.65	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1565	SCHOLASTIC BOOK ORDERS	430.65	430.65	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1566	SCHOLASTIC BOOK ORDERS	116.19	116.19	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1567	GROWING EDUCATORS INC	7,020.00	7,020.00	010113755 5215	Title I - Oka / Staff Development
L20R1568	SCHOLASTIC BOOK ORDERS	86.99	86.99	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies
L20R1569	NEWMARK LEARNING LLC	193.18	193.18	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies
L20R1573	BOOKSOURCE	1,332.51	1,332.51	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1576	LEARNING RESOURCES	246.45	246.45	010055175 4310	State Standards-MATH / Instructional Supplies
L20R1577	JB DISTRIBUTORS INC	74.87	74.87	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies
L20R1578	WILSON LANGUAGE TRAINING CORPO	1,243.39	1,243.39	010113755 4310	Title I - Oka / Instructional Supplies
L20R1581	SCHOLASTIC INC.	838.10	838.10	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1582	XEROX CORPORATION	7,697.33	7,697.33	012719380 4330	Business Department / Printing/Xerox Supplies
L20R1586	SEHI COMPUTER PRODUCTS	5,653.75	5,653.75	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R1587	VIRCO MANUFACTURING	575.51	575.51	010019380 4399	School Equipment / Equipment Under \$500
L20R1588	KI	1,233.23	1,233.23	010019380 4399	School Equipment / Equipment Under \$500

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/10/2018

FROM 04/01/2018 TO 04/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R1589	AIRWOLF 3D	3,913.91	107.66	011514989 4310	FVSF Grants Robotics - Masuda / Instructional Supplies
			3,806.25	011514989 4411	FVSF Grants Robotics - Masuda / Equip-Electives \$500-\$5000
L20R1590	HEINEMANN	11,657.25	11,657.25	010114955 4310	Title I - Masuda / Instructional Supplies
L20R1591	STAPLES	165.00	165.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1592	WESTERN PSYCHOLOGICAL	588.55	197.49	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			391.06	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
L20R1593	BOOKSOURCE	658.00	658.00	010055675 4310	State Standards-READING / Instructional Supplies
L20R1594	HEINEMANN	46.10	46.10	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1595	BOOKSOURCE	571.92	571.92	010055675 4310	State Standards-READING / Instructional Supplies
L20R1596	HEINEMANN	586.76	586.76	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1597	BARNES AND NOBLE	140.84	140.84	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1599	HEINEMANN	283.81	283.81	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1600	HEINEMANN	3,532.50	3,532.50	010055675 4210	State Standards-READING / Library Books
L20R1601	GREAT BOOKS FOUNDATION	2,873.97	2,873.97	010055675 4210	State Standards-READING / Library Books
L20R1602	BARNES AND NOBLE	571.33	571.33	010113255 4210	Title I - Cox / Library Books
L20R1603	FOLLETT SCHOOL SOLUTIONS INC.	97.88	97.88	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R1604	LAKESHORE LEARNING MATERIALS	92.00	92.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R1605	LAKESHORE LEARNING MATERIALS	71.00	71.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R1606	STAPLES	300.00	300.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R1607	SOUTHWEST SCHOOL AND OFFICE SU	324.08	324.08	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R1608	SOUTHWEST SCHOOL AND OFFICE SU	157.69	157.69	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
L20R1609	LAKESHORE LEARNING MATERIALS	1,046.15	1,046.15	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1610	SCHOLASTIC BOOK ORDERS	256.65	256.65	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1611	GREAT BOOKS FOUNDATION	1,260.84	1,260.84	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1612	LAKESHORE LEARNING MATERIALS	328.35	328.35	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1613	LAKESHORE LEARNING MATERIALS	93.53	93.53	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1614	KAPLAN SCHOOL SUPPLY	193.52	193.52	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1615	LAKESHORE LEARNING MATERIALS	93.53	93.53	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1616	KAPLAN SCHOOL SUPPLY	193.52	193.52	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1617	GREAT BOOKS FOUNDATION	369.70	369.70	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1618	FETZER, NANCY SUSAN	106.58	106.58	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1619	NEW MANAGEMENT INC	358.88	358.88	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R1620	SCHOLASTIC BOOK ORDERS	400.69	400.69	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies

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L20R1621	HEINEMANN	61.99	61.99	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
L20R1622	SCHOLASTIC BOOK ORDERS	1,233.23	1,233.23	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1623	PLUSOPTIX INC	738.00	738.00	010239275 4347	School Nurse Expansion Project / Repair & Upkeep Equip Supp
L20R1627	AMERICAN LUNG ASSOCIATION	377.13	377.13	010239275 5210	School Nurse Expansion Project / Travel, Conference, Worksho
L20R1628	LAKESHORE LEARNING MATERIALS	100.00	100.00	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1629	LAKESHORE LEARNING MATERIALS	1,000.00	1,000.00	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies
L20R1630	TANG COMPANY LLC	3,995.00	895.00	010013789 5899	Donations - Oka / Other Operating Expenses
			2,100.00	010113755 5899	Title I - Oka / Other Operating Expenses
			1,000.00	011259275 5899	Parent Involvement-Ed Services / Other Operating Expenses
L20R1631	BARNES AND NOBLE	85.89	85.89	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1632	BARNES AND NOBLE	105.85	105.85	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1633	BARNES AND NOBLE	59.46	59.46	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1634	BOOKSOURCE	110.28	110.28	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1635	BOOKSOURCE	450.36	450.36	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1636	BOOKSOURCE	986.76	986.76	011553775 4310	Hyundai Classroom Libr-Oka / Instructional Supplies
L20R1637	BOOKSOURCE	383.51	383.51	010055675 4310	State Standards-READING / Instructional Supplies
L20R1638	BOOKSOURCE	435.87	435.87	010055675 4310	State Standards-READING / Instructional Supplies
L20R1639	BOOKSOURCE	265.99	265.99	010055675 4310	State Standards-READING / Instructional Supplies
L20R1640	BOOKSOURCE	295.55	295.55	010055675 4310	State Standards-READING / Instructional Supplies
L20R1641	BOOKSOURCE	309.83	309.83	010055675 4310	State Standards-READING / Instructional Supplies
L20R1642	KAEDEN CORPORATION	641.63	641.63	010055675 4310	State Standards-READING / Instructional Supplies
L20R1643	SCHOLASTIC INC.	116.69	116.69	010055675 4310	State Standards-READING / Instructional Supplies
L20R1644	SCHOLASTIC INC.	880.67	880.67	010055675 4310	State Standards-READING / Instructional Supplies
L20R1645	SCHOLASTIC BOOK ORDERS	291.45	291.45	010055675 4310	State Standards-READING / Instructional Supplies
L20R1647	APPERSON INC.	927.46	927.46	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1649	STAPLES	325.00	325.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1650	BUCHANAN, NICHOLLE	538.84	538.84	010118055 5813	Title I - Private School / Consultant
L20R1651	NORTHERN SPEECH SERVICES INC.	615.50	615.50	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
L20R1652	ARIEL SUPPLY INC.	1,150.79	1,150.79	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R1653	LAKESHORE LEARNING MATERIALS	400.00	400.00	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies
L20R1654	SCHOLASTIC BOOK ORDERS	554.63	554.63	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies
L20R1655	SAMS CLUB	200.00	200.00	012819771 5828	Personnel Commission / Staff Recognition
L20R1656	SCHOLASTIC INC.	267.27	267.27	010123737 4310	Pacific Life Grant - Oka / Instructional Supplies

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L20R1658	ACCO (GBC) BRANDS USA LLC DBA	421.82	421.82	010014747 5645	Sch Site Instr - Courreges / Outside Srvs-Repairs & Mainten
L20R1659	COUNTY OF ORANGE	50.00	50.00	012739962 4327	Medi-Cal Billing-Nurses / Health Supplies
L20R1660	SEHI COMPUTER PRODUCTS	22,018.55	6,000.00	010143838 4399	Sch Site Instr - Talbert / Equipment Under \$500
			16,018.55	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
L20R1661	AMAZON.COM LLC	159.78	159.78	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
L20R1666	SCHOLASTIC INC.	927.81	927.81	010113755 4310	Title I - Oka / Instructional Supplies
L20R1667	SCHOLASTIC BOOK ORDERS	432.83	432.83	010113755 4310	Title I - Oka / Instructional Supplies
L20R1668	KAEDEN CORPORATION	690.00	690.00	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1669	SCHOLASTIC BOOK ORDERS	416.51	416.51	010113755 4310	Title I - Oka / Instructional Supplies
L20R1670	BOOKSOURCE	1,616.00	1,616.00	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1671	SCHOLASTIC BOOK ORDERS	432.83	432.83	010113755 4310	Title I - Oka / Instructional Supplies
L20R1672	SCHOLASTIC BOOK ORDERS	170.00	170.00	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1673	SCHOLASTIC BOOK ORDERS	288.19	288.19	010113755 4310	Title I - Oka / Instructional Supplies
L20R1674	BOOKSOURCE	155.52	155.52	010113755 4310	Title I - Oka / Instructional Supplies
L20R1675	BOOKSOURCE	415.00	415.00	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1676	SCHOLASTIC BOOK ORDERS	1,408.00	1,157.00	010011089 5899	Donations - Tamura / Other Operating Expenses
			251.00	011551075 4310	Hyundai Classroom Libr-Tamura / Instructional Supplies
L20R1678	LYTLE SCREEN PRINTING INC.	906.18	906.18	014079275 4325	OC Arts Ed-Visual & Perfor Art / Office Supplies
L20R1679	OFFICE DEPOT	243.39	243.39	012719165 4325	Superintendent / Office Supplies
L20R1680	LEADERSHIP ASSOCIATES	2,000.00	2,000.00	012719166 5813	Board of Trustees / Consultant
L20R1681	ACSA XVII	20.00	20.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
L20R1682	ANAHEIM BAND INSTRUMENTS	56.55	56.55	010143889 4311	Donations - Talbert / Elective Supplies
L20R1683	BOOKSOURCE	170.90	170.90	010113255 4210	Title I - Cox / Library Books
L20R1684	SMITH, SARA L	924.41	924.41	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
L20R1685	HEINEMANN	761.97	761.97	010113255 4210	Title I - Cox / Library Books
L20R1686	BARNES AND NOBLE	351.61	351.61	010113255 4210	Title I - Cox / Library Books
L20R1687	BOOKSOURCE	179.51	179.51	010113255 4210	Title I - Cox / Library Books
L20R1688	BARNES AND NOBLE	162.51	162.51	010113255 4210	Title I - Cox / Library Books
L20R1689	BOOKSOURCE	1,961.70	1,961.70	010113255 4210	Title I - Cox / Library Books
L20R1690	LAKESHORE LEARNING MATERIALS	300.00	300.00	010113255 4310	Title I - Cox / Instructional Supplies
L20R1691	VIRCO MANUFACTURING	178.79	178.79	010013289 4399	Donations - Cox / Equipment Under \$500
L20R1692	HEINEMANN	205.54	205.54	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
L20R1693	BARNES AND NOBLE	1,913.23	1,913.23	011553175 4310	Hyundai Classroom Libr- Gisler / Instructional Supplies

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L20R1694	HEINEMANN	731.88	538.31	010113255 4210	Title I - Cox / Library Books
			193.57	010113255 4310	Title I - Cox / Instructional Supplies
L20R1695	BOOKSOURCE	5,149.65	5,149.65	011553175 4310	Hyundai Classroom Libr- Gisler / Instructional Supplies
L20R1696	SCHOLASTIC BOOK ORDERS	1,038.39	1,038.39	010113255 4210	Title I - Cox / Library Books
L20R1698	SCHOLASTIC BOOK ORDERS	246.05	246.05	010113755 4310	Title I - Oka / Instructional Supplies
L20R1701	HEINEMANN	3,898.70	3,898.70	010114055 4210	Title I - Plavan / Library Books
L20R1702	SAMS CLUB	1,500.00	1,500.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R1703	SCHOLASTIC BOOK ORDERS	210.98	210.98	010055675 4310	State Standards-READING / Instructional Supplies
L20R1704	STAPLES	120.00	120.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1705	SCHOOL SPECIALTY	1,631.25	1,631.25	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
L20R1706	LAKESHORE LEARNING MATERIALS	2,718.75	2,718.75	010113255 4210	Title I - Cox / Library Books
L20R1707	PRO-ED INC.	102.22	102.22	015644060 4310	Special Ed. - Plavan S&L / Instructional Supplies
L20R1708	AKJ BOOKS	505.79	505.79	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1710	BOOKSOURCE	101.77	101.77	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1711	BOOKSOURCE	142.50	142.50	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1712	BOOKSOURCE	477.00	477.00	010011089 5899	Donations - Tamura / Other Operating Expenses
L20R1713	APPLE COMPUTER ORDER DEPARTMEN	516.57	516.57	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1714	AMAZON.COM LLC	32.46	32.46	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1715	BARNES AND NOBLE	279.74	279.74	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1716	A1GM	140.51	140.51	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
L20R1717	BARNES AND NOBLE	270.09	270.09	010055675 4310	State Standards-READING / Instructional Supplies
L20R1718	BOOKSOURCE	329.00	329.00	010011089 5899	Donations - Tamura / Other Operating Expenses
L20R1720	BOOKSOURCE	500.00	500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1722	BARNES AND NOBLE	376.04	376.04	010113255 4210	Title I - Cox / Library Books
L20R1725	REALLY GOOD STUFF	76.15	76.15	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
L20R1726	VAVRINEK TRINE DAY AND CO.	29,300.00	29,300.00	012169380 5810	Business - Audit Services / Audit
L20R1727	HEINEMANN	149.62	149.62	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1728	HEINEMANN	226.08	226.08	011235675 4310	State Standards Discrt-READING / Instructional Supplies
L20R1729	AMAZON.COM LLC	118.22	118.22	012109078 4325	Tech/Media Office Operation / Office Supplies
L20R1730	HEINEMANN	257.19	257.19	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1731	SCHOLASTIC BOOK ORDERS	32.63	32.63	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1732	GOPHER SPORTS EQUIPMENT	199.23	199.23	015619860 4310	Special Ed. - DIS--APE / Instructional Supplies
L20R1734	HUNTINGTON BEACH UNION HSD	908.22	908.22	010011689 5811	Donations - Newland / Transportation Outside Agency

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L20R1736	SCHOLASTIC BOOK ORDERS	1,179.94	1,179.94	011554775 4310	Hyundai Classroom Libr-Courreg / Instructional Supplies
L20R1737	ABOVE THE TOP PARTY RENTALS &	3,000.00	3,000.00	010144980 5610	Promotion Activities - Masuda / Outside Services - Rentals
L20R1738	PEARSON CLINICAL ASSESSMENT	331.63	331.63	015514760 4310	Special Ed. - Courreges RSP / Instructional Supplies
L20R1739	BOOKSOURCE	27.67	27.67	015514760 4310	Special Ed. - Courreges RSP / Instructional Supplies
L20R1740	CAMFEL PRODUCTIONS INC.	800.00	800.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1742	HEINEMANN	3,496.86	3,496.86	011235675 4310	State Standards Discrt-READING / Instructional Supplies
L20R1743	HEINEMANN	3,822.29	3,822.29	010113755 4310	Title I - Oka / Instructional Supplies
L20R1744	GREAT BOOKS FOUNDATION	846.40	846.40	011551675 4310	Hyundai Classroom Libr-Newland / Instructional Supplies
L20R1745	ORIENTAL TRADING COMPANY	493.38	493.38	011279962 4310	School Climate-Student Behavior / Instructional Supplies
L20R1748	XCELL INC.	60.00	60.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplies
L20R1751	LEVEL 27 MEDIA	407.81	407.81	012658155 4322	Assessment and Accountability / Testing Supplies
L20R1752	LEVEL 27 MEDIA	40.78	40.78	016158155 4322	7140 Gifted & Talented - Instr / Testing Supplies
L20R1753	LEVEL 27 MEDIA	59.81	59.81	010028055 4322	Intervention-Instruction / Testing Supplies
L20R1754	STAPLES	168.47	168.47	010028055 4322	Intervention-Instruction / Testing Supplies
L20R1756	STAPLES	434.98	434.98	012109078 4325	Tech/Media Office Operation / Office Supplies
L20R1759	FOREST PLYWOOD SALES	98.37	98.37	010142989 4311	Donations - Fulton / Elective Supplies
L20R1763	LEVEL 27 MEDIA	462.19	462.19	010055675 5899	State Standards-READING / Other Operating Expenses
L20R1766	MOTIVATIONAL MILLENNIAL LLC	625.00	625.00	010013737 5899	Sch Site Instr - Oka / Other Operating Expenses
L20R1767	EDUCATIONAL COACHING INC	591.30	591.30	010013737 5899	Sch Site Instr - Oka / Other Operating Expenses
L20R1768	MOUNTAIN MATH/LANGUAGE	208.70	208.70	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
L20R1769	CDWG	4,335.70	4,335.70	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
L20R1770	MOTIVATIONAL MILLENNIAL LLC	1,250.00	1,250.00	011020000 9330	Lottery Revenue / PREPAID EXPENDITURES
L20R1772	ARIEL SUPPLY INC.	63.06	63.06	010019961 4330	Medi-Cal Billing-Instructional / Printing/Xerox Supplies
L20R1773	CDWG	158.39	158.39	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
L20R1776	MOMENTUM IN TEACHING LLC	3,697.50	3,697.50	010114055 4310	Title I - Plavan / Instructional Supplies
L20R1778	STAPLES	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
L20R1779	SOUTHWEST SCHOOL AND OFFICE SU	30.00	30.00	012731010 4327	Health Supplies - Tamura / Health Supplies
L20R1780	LEVEL 27 MEDIA	367.58	367.58	012721010 4325	Sch Site Admin - Tamura / Office Supplies
L20R1781	SURPLUS TWO WAY RADIOS	640.15	640.15	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R1783	LAKESHORE LEARNING MATERIALS	396.00	396.00	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
L20R1784	SOUTHWEST SCHOOL AND OFFICE SU	441.45	441.45	015513160 4310	Special Ed. - Gisler RSP / Instructional Supplies
L20R1785	GUITAR CENTER INC.	106.53	106.53	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte
L20R1792	CALIFORNIANS DEDICATED TO EDUC	2,400.00	2,400.00	012719165 4325	Superintendent / Office Supplies

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L20R1794	GLASSICAL DESIGNS INC.	379.58	379.58	012819771 5828	Personnel Commission / Staff Recognition
L20S8050	ADVANTAGE WEST INVESTMENT ENTE	5,014.52	5,014.52	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8051	ARIEL SUPPLY INC.	388.89	388.89	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8052	GRAINGER INC.	249.02	249.02	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8053	P & R PAPER SUPPLY COMPANY	100.69	100.69	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8054	SCHOOL SPECIALTY	151.51	151.51	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8055	HILLYARD / LOS ANGELES	115.95	115.95	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8056	UNITED HEALTH SUPPLIES	77.97	77.97	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8057	EMPIRE CLEANING SUPPLY	6,779.48	6,779.48	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8058	WAXIE	536.91	536.91	011000000 9320	Revenue Limit - State Revenues / STORES
L20S8060	UNITED HEALTH SUPPLIES	375.19	375.19	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		310,977.39	310,977.39		

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L20M4234	HOME DEPOT	1,223.00	1,223.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1570	SEHI COMPUTER PRODUCTS	549.38	549.38	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1624	LEVEL 27 MEDIA	108.75	108.75	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1625	ORIENTAL TRADING COMPANY	400.00	400.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1626	LAKESHORE LEARNING MATERIALS	750.00	750.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1662	LAKESHORE LEARNING MATERIALS	500.00	500.00	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1663	HOME DEPOT	300.00	300.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1664	HOME DEPOT	300.00	300.00	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1665	LAKESHORE LEARNING MATERIALS	587.06	587.06	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1677	HOME DEPOT	529.83	529.83	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1699	S & S WORLDWIDE	900.00	900.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1709	S & S WORLDWIDE	1,000.00	1,000.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1721	S & S WORLDWIDE	325.00	325.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1723	DISCOUNT SCHOOL SUPPLY	130.00	130.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1724	HOME DEPOT	200.00	200.00	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1749	SOFTERWARE	480.00	480.00	120336098 5826	Extended School Administration / Licensing/Software,Maint/Su
L20R1757	FREE SPIRIT PUBLISHING INC	720.36	720.36	120016198 4310	State Preschool Instructional / Instructional Supplies
L20R1760	LAKESHORE LEARNING MATERIALS	54.38	54.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
L20R1765	HOME DEPOT	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1775	ORIENTAL TRADING COMPANY	228.38	228.38	120016098 4310	Extended School Instructional / Instructional Supplies
L20R1786	CANNON SPORTS	825.00	825.00	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
L20R1791	CANNON SPORTS	244.69	244.69	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:		10,464.58	10,464.58		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/10/2018

FROM 04/01/2018 TO 04/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R1761	CALIFORNIA DEPARTMENT OF EDUCA	748.80	748.80	133207380 4710	Cafeteria Fund / Food
L20R1762	REFRIGERATION CONTROL COMPANY	501.00	501.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R1777	SCSNA	25.00	25.00	133200000 9330	Cafeteria Fund - Revenue / PREPAID EXPENDITURES
L20R1782	REFRIGERATION CONTROL COMPANY	226.25	226.25	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		1,501.05	1,501.05		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/10/2018

FROM 04/01/2018 TO 04/30/2018

<u>PO NUMBER</u>	<u>VENDOR</u>		<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R1764	AMAZON.COM LLC		407.81	407.81	682719470 4325	Workers Comp Admin / Office Supplies
		Fund 68 Total:	407.81	407.81		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 05/10/2018

FROM 04/01/2018 TO 04/30/2018

<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:			323,350.83		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 05/10/2018

FRO 04/01/2018 TO 04/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4010	CALIFORNIA PEST MANAGEMENT	22,848.00	+713.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
			+3,775.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
L20M4019	MCKINLEY ELEVATOR CORP	2,500.00	+500.00	012869390 5899	Maintenance / Other Operating Expenses
L20M4022	MOBILE MINI STORAGE	1,450.00	+350.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4024	PRO PACIFIC BEE REMOVAL	2,000.00	+500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4027	RESOURCE BUILDING MATERIALS	6,000.00	+1,500.00	012899390 4343	Gardening / Gardening Supplies
L20M4030	SIMPLEXGRINELL	8,000.00	+500.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expense
L20M4229	TIME AND ALARM SYSTEMS INC.	2,531.63	+277.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4230	TIME AND ALARM SYSTEMS INC.	2,374.63	+120.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20M4231	TIME AND ALARM SYSTEMS INC.	2,374.63	+120.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
L20R0015	PROCARE WORK INJURY CENTER	4,500.00	+1,500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
L20R0190	VOYAGER FLEET SYSTEMS INC.	17,500.00	+5,500.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
L20R0310	LYNDE-ORDWAY COMPANY	2,500.00	+500.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
L20R0323	HOME DEPOT	1,200.00	+200.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
L20R0350	SOUTHWEST SCHOOL AND OFFICE SU	5,500.00	+500.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
L20R0352	SMART & FINAL	1,000.00	-1,500.00	010142989 4311	Donations - Fulton / Elective Supplies
L20R0412	SOUTHWEST SCHOOL AND OFFICE SU	9,787.50	+1,087.50	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
L20R0414	ARIEL SUPPLY INC.	818.00	+318.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
L20R0415	SOUTHWEST SCHOOL AND OFFICE SU	458.00	+158.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
L20R0642	A1GM	600.00	+180.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
L20R0726	PACIFIC COACHWAYS	7,924.00	+1,852.00	010013289 5811	Donations - Cox / Transportation Outside Agency
L20R1332	LAKESHORE LEARNING MATERIALS	96.76	+48.82	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/10/2018

FRO 04/01/2018 TO 04/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R1359	CERTIFIED TRANSPORTATION BUS C	1,108.76	+554.38	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
L20R1482	ATKINSON ANDELSON LOYA RUDD &	3,000.00	+2,375.00	012719165 5830	Superintendent / Legal Fees
Fund 01 Total:			+21,628.70		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/10/2018

FRO 04/01/2018 TO 04/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0192	SMART & FINAL	22,500.00	+7,500.00	123206098 4710	Extended School Food Service / Food
L20R0203	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	+2,387.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:			+9,887.50		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 05/10/2018

FRO 04/01/2018 TO 04/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20M4010	CALIFORNIA PEST MANAGEMENT	22,848.00	+60.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
L20R0361	CLEARBROOK FARMS INC	70,000.00	+25,000.00	133207380 4710	Cafeteria Fund / Food
L20R1331	CHEFS' TOYS	18,298.05	+872.05	133207380 4399	Cafeteria Fund / Equipment Under \$500
			+344.41	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
Fund 13 Total:			+26,276.46		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

05/10/2018

FRO 04/01/2018 TO 04/30/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L20R0275	PROCARE WORK INJURY CENTER	5,000.00	+2,000.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
Fund 68 Total:			+2,000.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 05/10/2018

FRO 04/01/2018 TO 04/30/2018

<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>
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Total Account Amount:			+59,792.66		
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FOUNTAIN VALLEY SD

Reference #:

2018 18

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		4,324.00
3101	STRS-CERTIFICATED POSITIONS		623.00
3313	MEDICARE-CERTIFICATED		63.00
3501	SUI-CERTIFICATED		3.00
3601	WORKERS'COMP-CERTIFICATED		98.00
4300	MATERIALS & SUPPLIES		14,264.00
4400	NONCAPITALIZATION EQUIPMENT		4,000.00
5600	RENTAL,LEASE,REPAIR & NON CAP		4,907.00
5800	PROF/CONS SERV & OPER EXPENSE		22,297.00
8600	LOCAL INCOME		50,684.00
9790	UNASSIGNED/UNAPPROPRIATED		105.00
Subfund Total:		0.00	101,368.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 05/10/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2018 10

Transfer of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		7,292.00
3101	STRS-CERTIFICATED POSITIONS		904.00
3313	MEDICARE-CERTIFICATED		106.00
3353	ARP-CERTIFICATED		2.00
3501	SUI-CERTIFICATED		4.00
3601	WORKERS'COMP-CERTIFICATED		159.00
4200	BOOKS OTHER THAN TEXTBOOKS	184.00	5,544.00
4300	MATERIALS & SUPPLIES	7,599.00	3,554.00
5200	TRAVEL & CONFERENCES		1,500.00
5800	PROF/CONS SERV & OPER EXPENSE	14,761.00	3,400.00
9790	UNASSIGNED/UNAPPROPRIATED		79.00
Subfund Total:		22,544.00	22,544.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 05/10/2018.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **PARADIGM HEALTHCARE SERVICES, LLC SERVICE AGREEMENT**
DATE: April 26, 2018

Background:

Paradigm Healthcare is engaged in the business of providing Medicaid direct services and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortium within the State of California. Fountain Valley School District desires to retain Paradigm to provide Local Education Agency (LEA) billing services, training and materials, claims preparation and submission, etc. Paradigm Healthcare will also provide services in reference to the Medi-Cal Administrative Activities (MAA) Program Consulting Services. Paradigm will work with FVSD to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate FVSD's full participation in the MAA program. Services include MAA program consulting services, MAA invoice preparation and submission services, etc. Paradigm Healthcare will provide training in reference to staff completing Time Surveys, process Time Surveys and compute billable items into funding to be received by the FVSD.

Fiscal Impact:

The fiscal impact of this agreement is based on a percent of reimbursable dollars. Fees for service come directly from reimbursable claims and do not impact the General Fund.

Recommendation:

It is recommended that the Board of Trustees approves the Paradigm Healthcare Services agreement for the term of July 1, 2018 through June 30, 2021 and authorizes the Superintendent or designee to sign all documents.



SERVICE AGREEMENT

This Service Agreement (“**Agreement**”) is entered into as of the 1st day of July 2018 between Paradigm Healthcare Services, LLC, a California Limited Liability Company (“**Paradigm**”) and Fountain Valley Elementary School District, a Local Education Agency (“**Client**”).

RECITALS

Paradigm is engaged in the business of providing Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in greater detail below.

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

TERMS

1. *Retention.*

Client hereby retains Paradigm and grants it the exclusive right to perform the services described below subject to the terms and conditions set forth in this Agreement.

2. *Term.*

This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2021 (“Initial Term”) subject to the termination provisions set forth in Paragraph, “Termination.” Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase “Term of the Agreement” shall refer to the Initial Term and any subsequent renewal period. The phrase “Fiscal Year” as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

3. *Paradigm LEA Billing Services.*

a. Program Implementation Services.

(1) Paradigm will assist Client with all start-up documentation required by the California Department of Health Care Services (“DHCS”) to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.

(2) Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

b. Training and Materials.

(1) Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(2) Paradigm will provide Client personnel with all necessary training materials including a proprietary "Coordinator's Handbook" containing a detailed review of the rules and regulations governing the LEA billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services (available in paper and electronic versions).

c. Claims Preparation and Submission.

(1) **Eligibility.** Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Claims Submittal.** Paradigm will make reasonable efforts to submit each Medi-Cal claim within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.

(3) **Review and Resubmittal.** Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.

d. Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

e. Coordination with Client.

(1) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(2) **Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible via toll-free phone and email. A Paradigm Help Desk will be available to Client program coordinator(s) and participants utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(3) **Audit and Site Visit Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

f. **Paradigm Technologies Software.** Paradigm will make available its proprietary web-based software to assist Client in effective management of program participation, including at Client's option, the web-based Paradigm Technologies application. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

4. *Client's LEA Billing Service Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **Provider Logs.** Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.

c. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

5. *Paradigm CRCS Services.*

Paradigm will prepare the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.

6. *Client's CRCS Obligations.*

Client will submit to Paradigm, in a format specified by Paradigm, all elements needed to complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted to Paradigm no later than sixty (60) days after the end of the Fiscal Year for which the CRCS is to be submitted.

7. *Paradigm MAA Billing Services.*

All services described below will be provided in accordance with and to the extent allowed by the California Department of Health Care Services ("DHCS") Medi-Cal Administrative Activities ("MAA") Plan.

a. MAA Program Consulting Services.

(1) **Ongoing Consultation.** Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.

(2) **Training.** Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.

(3) **Information Sharing.** Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.

(4) **Program Compliance Support.** Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.

(5) **Supplemental Support.** Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

b. MAA Invoice Preparation & Submission Services.

(1) **Medi-Cal Eligibility.** Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and identify Medi-Cal numbers within limits imposed by DHCS and County governments. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the confidentiality provisions provided in the Agreement.

(2) **Invoice Processing.** Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.

(3) **Direct Charge.** Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.

(4) **Agency Coordination.** Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.

(5) **Management Reports and Program Analysis.** Paradigm will provide Client with periodic management reports for the ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of Paradigm and Client.

(6) **Paradigm Technologies.** Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

8. *Client's MAA Obligations.*

a. **Program Coordinator(s).** Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.

b. **MAA Operational Plan.** Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.

c. **Official RMTS Participant Roster (TSP).** On the first day of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).

d. **Time Survey Summary Results.** Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.

e. **Direct Charge Documentation.** Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

f. **MAA Invoice Submittal.** Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.

g. **Compliance.** Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.

h. **Student Data.** Upon commencement of the Agreement and quarterly thereafter (October 1st, December 15th, March 15th, and June 15th), Client will provide Paradigm with a computer file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

i. **Documentation for Invoice Submittal.** Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.

j. **Data Processing.** Client will be responsible for the accuracy and appropriateness of all MAA information it provides to Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding preparation of MAA invoices.

9. *Additional Client Obligations.*

In addition to the specific obligations set forth above, Client will take such other reasonable actions as Paradigm may request to facilitate Paradigm's provision of services under this Agreement.

10. *Fees and Payment Terms.*

a. **Fees for LEA Billing Services.**

(1) **Flat Fee Per Approved Service.** Paradigm fees for Client LEA claims submitted or originating during the Term of the Agreement will consist in a flat fee for each claimed service that DHCS approves for reimbursement without regard to any DHCS administrative deductions, holdbacks, or other deferral or delay in payment ("Approved DHCS Reimbursements"). The schedule of Paradigm flat fees for DHCS approved services is set forth in Appendix A.

(2) **Sliding Scale Reduction.** Paradigm's fees per approved service will *decrease* in the event total Approved DHCS Reimbursements during any Fiscal Year exceed certain pre-established thresholds. The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) that a threshold is reached. The threshold triggering a decrease in Paradigm fees is \$500,000. The schedule of Paradigm's reduced fees starting at each threshold is set forth in Appendix A.

(3) **Effect of Increase in Reimbursement Rates.** In the event DHCS increases the reimbursement rates to Client for LEA Billing Services during the Term of this Agreement, Paradigm's flat fees will automatically increase by the same percentage as the percentage DHCS increase. However, in no event will Paradigm's flat fees increase by more than 2% in any Fiscal Year during the Term of the Agreement.

(4) **Cap on Paradigm Fees.** Notwithstanding the fee schedule set forth in Appendix A, the total fees payable to Paradigm based on Approved DHCS Reimbursements during any Fiscal Year during the Term of the Agreement will not exceed the following:

13% of Approved DHCS Reimbursements up to \$500,000;

11% of Approved DHCS Reimbursements above \$500,000.

(5) **Application of Fiscal Year Limits.** For purposes of computing Paradigm's fees, thresholds and fee caps for LEA Billing Services, all Approved DHCS Reimbursements will be deemed to fall within the Fiscal Year in which DHCS approves reimbursement, regardless when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless when or whether reimbursement is received from DHCS. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on the foregoing schedule even after termination of the Agreement. Paradigm will invoice Client monthly based on Approved DHCS Reimbursements rather than payment received by Client from DHCS.

b. **Fees for CRCS Services.** The fee for each Fiscal Year for which CRCS services are rendered will be equal to the lesser of: (i) \$100 per employee or contractor used in the final calculation of "Net Total Personnel Costs" as reported on Worksheets A and B, or (ii) \$8,500. Paradigm will invoice Client for CRCS services on an annual basis.

c. Fees for MAA Billing Services.

(1) **MAA Program Consulting Services.** The fee for MAA Program Consulting Services will be \$500 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

(2) **MAA Invoice Preparation & Submission Services.** The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.

(3) Under existing law, the foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm. Certain deviations from this fee structure may prevent Client from recovering these fees as allowable administrative expenses under the MAA reimbursement process.

d. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing, CRCS, or MAA fee arrangements, or and part thereof are or become inconsistent with applicable state or federal law, regulation, or court order, or that any time survey methodology other than Worker Log or RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for MAA reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

e. Late Fees. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

11. *Protection of Confidential Information.*

a. Definitions.

(1) **"Client Confidential Information"** shall mean all information in whatever form provided by Client to Paradigm in connection with the services rendered under this Agreement that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state law or regulation, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.

(2) “**Paradigm Confidential Information**” shall mean all information in whatever form provided by Paradigm to Client in connection with the services rendered under this Agreement that, at the time of first receipt: (i) is clearly marked “confidential” or “proprietary;” (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm’s Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.

b. Protection of Confidential Information.

(1) Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state law or regulation.

(2) Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state law and regulations applicable thereto; (ii) have reviewed Paradigm’s written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.

(3) Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party’s obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.

(4) Paradigm will timely report to Client any misuse or unauthorized disclosure of student information or other Confidential Information in accordance with all applicable federal and state laws and regulations.

c. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes.

d. Review and Correction. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.

e. **Retention of Client's Confidential Information.** Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy Client Confidential Information in a secure manner or return this Information to Client.

f. **Lawful Disclosure.** This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.

g. **Statutory Compliance.** The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.

h. **Continuing Obligations.** The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

12. Accuracy of Information.

a. **Client Efforts.** Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

b. Paradigm Efforts.

(1) Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials. Client acknowledges that such denials are normal, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole and exclusive remedy for any such reimbursement denial is to request that Paradigm re-bill any denied claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any reimbursement denial for healthcare or administrative services that are not reimbursable under state or federal law.

(2) Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent

contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.

(3) Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.

13. *Limitation of Liability.*

In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.

14. *Licenses and Permits.*

Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.

15. *Indemnification.*

a. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "**Claims**"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."

b. Paradigm's Indemnification Obligations. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm

shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

c. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "**Indemnified Party**") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "**Indemnifying Party**"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

16. Termination.

a. **For Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.

b. **Without Cause.**

(1) **Mutual Agreement.** The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.

(2) **CRCS Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

(3) **MAA Consulting Services Termination.** Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

c. **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason:

(1) **Payment for Services Completed.** All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.

(2) **Payment for Approved LEA Billing Claim Submittals.** Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.

(3) **Payment for MAA Invoice Preparation and Submission Services.** Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.

(4) **Confidential Information.** Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.

d. Survival of Terms. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."

17. *Paradigm Proprietary Rights.*

Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.

18. *Miscellaneous.*

a. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by facsimile if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the addresses set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by facsimile, when confirmed electronically by the sending facsimile machine, or otherwise when actually received, provided that notice received on holidays, week-ends or nights will be effective at 9:00 a.m. on the next business day.

b. Relationship. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

c. Governing Law. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.

d. Severability. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.

e. **Arbitration.** Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.

f. **Other Remedies.** The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

g. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.

h. **Entire Agreement; Amendment.** This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.

i. **Assignment.** Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.

j. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.

k. **Counterparts.** This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

PARADIGM:

PARADIGM HEALTHCARE SERVICES, LLC

By: Constance Laflamme

Print Name: Constance Laflamme

Title: Executive Director

Date: 4/19/2018

Address:

Attn: Constance Laflamme

500 Sansome Street, Suite 500

San Francisco, California 94111

Phone: (415) 616-0920

Fax: (415) 616-0910

CLIENT:

FOUNTAIN VALLEY ELEMENTARY SCHOOL

DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

Address:

Phone: (____) _____ - _____

Fax: (____) _____ - _____

Appendix A - Fees for LEA Billing Services

	\$s to Client (@ 50% FMAP	Paradigm's Fees	
		Rate 1	Rate 2
Non-Special Education Assessments			
Developmental Assessment for Occupational Therapy	\$10.58	\$1.38	\$1.16
Developmental Assessment for Physical Therapy	\$11.41	\$1.48	\$1.25
Developmental Assessment for Speech Therapy	\$10.38	\$1.35	\$1.14
Nursing Health & Nutrition Assessment	\$9.99	\$1.30	\$1.10
Health Education & Anticipatory Guidance for Credentialed School Nurse/Physic	\$9.99	\$1.30	\$1.10
Health Education & Anticipatory Guidance for Mental Health	\$10.39	\$1.35	\$1.14
Hearing Assessment (Screening, Pure Tone, Air Only) - Under 18 Yrs	\$7.80	\$1.01	\$0.86
Hearing Assessment (Screening, Pure Tone, Air Only) - Over 18 Yrs	\$7.15	\$0.93	\$0.79
Hearing Assessment (Pure Tone Audiometry, Air Only) - Under 18 Yrs	\$11.69	\$1.52	\$1.29
Hearing Assessment (Pure Tone Audiometry, Air Only) - Over 18 Yrs	\$10.72	\$1.39	\$1.18
Psychosocial Status Assessment	\$10.39	\$1.35	\$1.14
Vision Screening	\$3.33	\$0.43	\$0.37
Special Education Assessments			
Initial/Triennial Audiological Assessment	\$92.31	\$12.00	\$10.15
Annual/Amended Audiological Assessment	\$69.24	\$9.00	\$7.62
Initial/Triennial Nursing Health Assessment	\$69.94	\$9.09	\$7.69
Annual/Amended Nursing Health Assessment	\$39.97	\$5.20	\$4.40
Physician's Health & Nutrition Assessment (I, T, A, AM) - 15 Min. Increments	\$9.99	\$1.30	\$1.10
Initial/Triennial Occupational Therapy Assessment	\$121.89	\$15.85	\$13.41
Annual/Amended Occupational Therapy Assessment	\$84.65	\$11.00	\$9.31
Initial/Triennial Physical Therapy Assessment	\$131.41	\$17.08	\$14.45
Annual/Amended Physical Therapy Assessment	\$91.25	\$11.86	\$10.04
Initial/Triennial Psychological Status Assessment	\$249.18	\$32.39	\$27.41
Annual/Amended Psychological Status Assessment	\$83.06	\$10.80	\$9.14
Psychosocial Status Assessment (I, T, A, AM) - 15 Min. Increments	\$9.11	\$1.18	\$1.00
Initial/Triennial Eval of Speech Fluency	\$31.95	\$4.15	\$3.51
Annual/Amended Eval of Speech Fluency	\$17.43	\$2.27	\$1.92
Initial/Triennial Eval of Sound Production	\$27.39	\$3.56	\$3.01
Annual/Amended Eval of Sound Production	\$14.94	\$1.94	\$1.64
Initial/Triennial Eval of Sound Production plus Language Comprehension/Expres	\$54.77	\$7.12	\$6.02
Annual/Amended of Sound Production plus Language Comprehension/Express	\$29.88	\$3.88	\$3.29
Initial/Triennial Analysis of Voice and Resonance	\$27.39	\$3.56	\$3.01
Annual/Amended Analysis of Voice and Resonance	\$14.94	\$1.94	\$1.64
Treatment Services			
Initial Audiology Treatment (15-45 Min.)	\$42.31	\$5.50	\$4.65
Audiology Treatment - Additional 15 Min. Increments	\$11.54	\$1.50	\$1.27
Health Aide Treatment - 15 Min. Increments	\$4.25	\$0.55	\$0.47
Hearing Aid Check	\$26.47	\$3.44	\$2.91
School Nursing Treatment - 15 Min. Increments	\$9.99	\$1.30	\$1.10
LVN Treatments - 15 Min. Increments	\$5.04	\$0.66	\$0.55
Initial Occupational Therapy (15-45 Mins.)	\$40.21	\$5.23	\$4.42
Occupational Therapy - Additional 15 Min. Increments	\$10.58	\$1.38	\$1.16
Initial Physical Therapy (15-45 Min.)	\$36.50	\$4.75	\$4.02
Physical Therapy - Additional 15 Min. Increments	\$11.41	\$1.48	\$1.25
Initial Psychology/Counseling, Individual (15-45 Min.)	\$38.24	\$4.97	\$4.21
Psychology/Counseling, Individual - Additional 15 Min. Increments	\$10.39	\$1.35	\$1.14
Initial Psychology/Counseling, Group (15-45 Min.)	\$8.42	\$1.09	\$0.93
Psychology/Counseling, Group - Additional 15 Min. Increments	\$1.73	\$0.22	\$0.19
Initial Speech Therapy, Individual (15-45 Min.)	\$34.58	\$4.49	\$3.80
Speech Therapy, Individual - Additional 15 Min. Increments	\$10.38	\$1.35	\$1.14
Initial Speech Therapy, Group (15-45 Min.)	\$12.68	\$1.65	\$1.39
Speech Therapy, Group - Additional 15 Min. Increments	\$3.46	\$0.45	\$0.38
Targeted Case Management (TCM) - High	\$8.21	\$1.07	\$0.90
Targeted Case Management (TCM) - Med	\$7.20	\$0.94	\$0.79
Targeted Case Management (TCM) - Low	\$6.19	\$0.80	\$0.68
Transportation - One-Way Trip	\$9.27	\$1.21	\$1.02
Transportation Mileage - Per Mile	\$0.66	\$0.09	\$0.07
The reduced Paradigm fee schedule will apply prospectively to services approved for payment by DHCS after (and in the same Fiscal Year) a threshold is reached. The thresholds triggering a decrease in Paradigm fees are to the right.		Rate 1 \$0 to \$500,000	Rate 2 Above \$500,000



SO: 2017-18/B18-43
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #3: January 1 – March 31, 2018)**
DATE: May 4, 2018

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**

Please note, at the April 19, 2018 meeting of the Board of Trustees, the third quarter report that was submitted for approval contained an error. The below and attached report reflects the correct summary of complaints for the third quarter 2017-18 in the Fountain Valley School District.

Williams Quarterly Report: January 1 through March 31, 2018

The District received one complaint regarding facilities. The complaint has been resolved.

Recommendation:

It is recommended that the Board of Trustees receives and approves the revised Williams Quarterly Report for the third 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

- | | | |
|--|-------------------------------|---------------------------------------|
| <input type="checkbox"/> Quarter #1 | July 1 - September 30, 2017 | Report due by October 27, 2017 |
| <input type="checkbox"/> Quarter #2 | October 1 - December 31, 2017 | Report due by January 26, 2018 |
| <input checked="" type="checkbox"/> Quarter #3 | January 1 - March 31, 2018 | Report due by April 27, 2018 |
| <input type="checkbox"/> 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	0	0	0
Teacher Vacancies or Misassignments	0	0	0
Facility Conditions	1	1	0
TOTALS	1	1	0

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: _____ Date: 5/10/2018

Please submit to:

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

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



SO 2017-18/B18-02
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: **RETAINER AGREEMENT FOR LEGAL SERVICES IN 2018-19
SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES**
DATE: May 4, 2018

Background:

The Law Offices of Margaret A. Chidester & Associates will be retained for the purpose of providing specific legal services pertaining to District business and related matters as may be specifically directed by the Superintendent/designee, including but not limited to, labor, employment, personnel, pupil personnel, special education, instructional compliance, contractual, business transactional, real property and governance issues.

The agreement with Margaret Chidester Attorneys at Law is attached for consideration for approval through the 2018-2019 school year. For 2018-2019 the agreement contains hourly rate increase.

**Partners- \$300.00, Senior Associates: \$280, Other Associates: \$265.00, and for
Law Clerks/Paralegals: \$150.00**

Recommendation:

It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2018-19 with the Law Offices of Margaret A. Chidester & Associates.

**RETAINER AGREEMENT
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT
AND THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES**

THIS AGREEMENT is made and entered into effective July 1, 2018 by and between the FOUNTAIN VALLEY SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

WHEREAS, the District desires to obtain from Attorneys certain legal services; and

WHEREAS, the governing board has determined that it is in the best interest of the District to appoint Attorneys to represent the District in the matters specified herein;

In consideration of these mutual promises, the parties agree as follows:

1. **Services**: The District retains Attorneys for the purpose of providing legal services pertaining to District business and related matters as may be specifically directed by the Governing Board and the Superintendent or designees, including, but not limited to, labor negotiations, employment, personnel, pupil personnel, investigation of complaints, instructional compliance, contractual, business, finance, transactional, real property, governance and litigation issues, or such other legal issues as may be specifically assigned by the Superintendent/designee.

Upon specific direction of the Board, the Superintendent, or designees, Attorneys will interpret relevant statutes, constitutional provisions and case law as deemed necessary by the District; prepare, review, and comment on legal documents in correspondence; render legal opinions as appropriate and requested; advise and represent the District in any court or

administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings as necessary and requested.

In rendering services, Attorneys shall comply with all federal, state, and local laws, regulations, and rulings to the extent that such laws are applicable to the Firm in its capacity as the District's legal representative.

2. **Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference.

3. **Costs:** The District shall pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of providing services, including actual charges that Attorneys directly incur such as filing fees, reproduction of documents, messenger and delivery services, postage, travel expenses, mileage for travel at the fixed IRS rate, lodging, court reporting costs, hearing officer and arbitrator fees, and consultant services.

Attorneys will supply all necessary equipment, tools, supplies, offices, personnel, transportation, support services, and insurance required to perform legal services under this Agreement.

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 45 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the District, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal

services provided that is suitable for the Superintendent to transmit to the District's accounts payable staff. These invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

5. **Conflicts:** The District acknowledges that Attorneys presently represent and in the future will represent other districts, charter schools, and education agencies that may, from time to time, have transactions with the District. The District consents to such continued and future representation without the need for any further consent from the District, provided that Attorneys shall promptly notify the District in writing of any direct conflict and of the District's options in such case.

Attorneys shall not represent any person or entity in any action against the District or in any investment matter before the District.

6. **Indemnification:** Except as provided below, the District will indemnify, defend and hold harmless Attorneys from and against all claims, suits or causes of action arising out of the services rendered herein. The District will provide legal representation for Attorneys in any litigation relating to such services if Attorneys are sued, deposed, or otherwise required to provide information or testimony concerning services provided under this contract. ***This provision does not apply to any actions resulting from Attorneys' negligence, willful and/or malicious conduct in the course of rendering services.***

The indemnity provisions of this section shall survive the expiration or termination of this Agreement.

7. **Electronic Communication, Confidentiality and Publicity:** The District authorizes Attorneys to communicate with the District and the District's representatives via electronic mail when such

communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

The District will not modify any document transmitted to the District electronically by Attorneys, except as expressly authorized by Attorneys.

Both parties agree not to knowingly transmit any materials to the other party in violation of the copyright of another or of any other applicable law.

Attorneys shall retain all confidential information in the strictest confidence and shall neither use it nor disclose it to anyone without prior written consent of the District. The District may seek to enjoin any unauthorized disclosure. Attorneys shall not issue public announcements concerning the District without the District's prior written consent.

8. No Guarantee of Outcome. Attorneys do not promise or guarantee an outcome for any particular legal matter. Attorneys shall provide periodic reports and opportunities for District input and direction. Actual fees will vary from initial estimates and may be higher or lower based upon District direction for legal work.

9. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If

the District does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

10. Assignment. This Agreement is not assignable without the written consent of the District.

11. Independent Contractor. Attorneys, while engaged in performing the terms of this Agreement, are an independent contractor and are not employees of the District.

12. Insurance. Attorneys shall maintain workers' compensation insurance, general liability insurance, and legal malpractice coverage in force at all times at their sole expense in amounts deemed sufficient under current industry standards to protect the interests of the District under this Agreement. Attorneys shall, on request, provide the District with certificates of insurance evidencing compliance with coverage requirements of this Agreement.

13. Nondiscrimination. Attorneys shall not, in the performance of this Agreement, unlawfully discriminate against any employee, applicant for employment, or District student or employee because of race, religion, color, national origin, ancestry, disability, medical condition, marital status, age (over 40), sex, gender, gender identity or sexual orientation.

14. Audit. The District shall have audit access to its accounts with Attorneys on request during the term of this Agreement. Attorneys shall cooperate with such auditors or investigators authorized to audit District activities and provide information regarding District legal matters that the District may need to defend itself against legal challenges.

15. Governing Law. This Agreement shall be governed by the laws of the state of California.

16. Authority. The parties hold the positions set forth below their signatures and are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

17. Term. This Agreement is effective July 1, 2018. It may be extended or modified by mutual agreement.

This Agreement is terminable by either party upon thirty (30) days written notice.

18. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

FOUNTAIN VALLEY SCHOOL DISTRICT

Date: _____, 2018

BY: _____

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: April 6, 2018

BY: Margaret A. Chidester
Margaret A. Chidester

EXHIBIT "A"

Rates are guaranteed through June 30, 2019.

PARTNERS	\$300 per hour
SENIOR ATTORNEYS	\$280 per hour
OTHER ATTORNEYS	\$265 per hour
LAW CLERKS/PARALEGALS	\$150 per hour

COSTS

PHOTOCOPIES AND FAXES	\$0.25 per page
COLOR COPIES	\$0.50 per page
POSTAGE	actual charges
MILEAGE	IRS authorized rate
TELEPHONES	no charge



Fountain Valley School District
Educational Services Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Julianne Hoefer, Director, Educational Services
SUBJECT: APPROVAL OF AGREEMENT BETWEEN SCHOOL LOOP, INC.,
AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PURCHASE
AND RECEIVE A SUBSCRIPTION TO SCHOOL LOOP'S WE-
BBASED SERVICE
DATE: May 4, 2018

Background:

For approximately nine years, School Loop has provided the gradebook and parent portal for our middle schools. School Loop integrates instruction, communication, and intervention tools into one simple system so students and their parents know where they stand, what to do, and how to do it well. Teachers regularly use School Loop to post assignments, track grades, and create websites. This allows families to be more connected to their student's classroom.

Fiscal Impact:

All expenses associated with this agreement will be covered by Educational Services funds as outlined in the District's LCAP.

Recommendation:

It is recommended that the Board of Trustees approves the updated contract for continued use between School Loop, Inc., and the Fountain Valley School District for the 2018-2019 school year.

SCH_L Order Form

Customer Name: Fountain Valley School District

Start Date: 07/01/2018 **End Date:** 06/30/2019

Payment Summary

You will be billed once a year for each year per the terms in the Payment Notes.

School Year	Total Due for Year
18/19	\$17733.90

Detail

The following breaks down the total amount due each year by license and service:

Service Type	License/Service	Price	Unit	18/19
SL Plus Gradebook	Secondary	\$6.65	2366.00	\$15733.90
Software Support Subscription	SIS Integration	\$1000.00	1.00	\$1000.00
School Loop Standard 2.0 (SLS2)	Site License (Plus Bundle)	\$.00	11.00	\$.00
Software Support Subscription	Grade Export	\$1000.00	1.00	\$1000.00
Total 18/19				\$17733.90

General Notes

Payment Notes

Please send a purchase order to accounts@schoolloop.com. We invoice off your purchase order with payment due in 30 days. Annual services are billed once for each school year on July 1 of the corresponding year. You will be invoiced separately for each school year. Other services will be billed on PO. Our mailing address is P.O. Box 2416, San Francisco, CA 94126.

By signing this Order Form, Customer agrees that any and all subscriptions and services provided by School Loop under this Order Form are subject to the School Loop Master Subscription Agreement which Customer signed with School Loop. Any capitalized terms used but not defined in this Order Form shall have the meanings ascribed to such terms in the Subscription Agreement.

Fountain Valley School District

School Loop, Inc.

By (Signature)



Name/Title (Printed)

By (Signature)

Date

Mark Gross CEO / Founder

Name/Title

18 April, 2018

Date

SCHOOL LOOP MASTER SUBSCRIPTION AGREEMENT

This School Loop Subscription Agreement (“**Agreement**”) is agreed to by the Fountain Valley School District (“**Customer**”), with an address of 10055 Slater Ave, Fountain Valley, CA 92708 and School Loop, Inc., with an address of P.O. Box 2416, San Francisco, CA 94126 (“**School Loop**”). Customer and School Loop may sign forms (“**Documents**”) referencing this Agreement with order details including School Loop’s Order Form, or by Purchase Order, or any other agreed to document, and each such Document is subject to the terms of the Agreement. The Agreement is effective as of the date the first Document is signed by the Customer and School Loop (the “**Effective Date**”) through 06/30/2019, the end date of the term.

This Agreement permits Customer to purchase and receive a subscription to School Loop’s web-based Service (as defined below) for the period specified on the Document (the “**Subscription Term**”) and sets forth the terms and conditions under which such Service will be provided. This Agreement shall govern Customer’s initial subscription on the Effective Date as well as any future subscription purchases made by Customer which reference this Agreement.

1. The Service

1.1. Provision of Service. School Loop offers on-line subscription products designed to facilitate the distribution of information regarding students to parents, students, school and district staff, and, with the proper approvals, to appropriate people with student information rights (“**Users**”), and provide communications and information-sharing capabilities between teachers, students, school and district staff, people with student information rights, and parents (the “**Service**”). Subject to the terms of this Agreement, School Loop shall host the Service and will make the Service available to Customer during the Subscription Term. From time to time School Loop may make available evaluation or no-charge Services.

1.2. Restrictions. 1.2. Customer may use the Service only as expressly authorized by School Loop and for no other purpose. Customer shall not: (a) rent, lease, copy, provide access to or sublicense the Service to a third party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code to the Service, (c) remove or obscure any product identification, proprietary, copyright or other notices contained in the Service (including any reports or data printed from the Service); or (d) publicly disseminate information or analysis regarding the performance of the Service.

1.3. Professional Services. If School Loop and Customer agree separately in a Statement of Work (“**SOW**”), School Loop shall provide the professional consulting services described in that SOW (“**Professional Services**”). During the Subscription Term, Customer shall have a license right to use anything delivered as part of the Professional Services internally solely in conjunction with use of the Service under this Agreement, but School Loop shall retain all right, title and interest in and to any such work product, code or software and any derivative, enhancement or modification thereof created by School Loop (or its agents). Each SOW must be signed by both parties before School Loop shall commence work under such SOW.

2. Customer Obligations

2.1. "Customer Content" means any data, information or other content of any type which is provided by Customer or any User to School Loop for inclusion in the Service; including, without limitation, data, information or other content which Customer or Users input to or upload to the Service. Customer shall assure that use of the Service and all Customer Content at all times comply with all applicable local, state, federal and international law, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data. Customer is solely responsible for the accuracy, content and legality of all Customer Content (including its use as authorized hereunder). Customer represents and warrants to School Loop that Customer has sufficient rights in the Customer Content to authorize School Loop to process, distribute and display the Customer Content as contemplated by this Agreement and the Service, and that the Customer Content does not infringe the rights of any third-party or constitute libel, slander or defamation. Customer represents that all Customer Content complies with Federal and local privacy regulations and its distribution to Users is not a violation of FERPA or of any local laws or education codes.

2.2. Access to Service. If Customer or Users are given access to accounts on School Loop’s systems in order to make use of the Service, Customer shall require that all Users, employees and agents accessing such accounts keep user ID and password information confidential, and that each employee or agent not share such information with any unauthorized person. User IDs are granted to individual named persons and may not be shared unless required by law. Customer shall be responsible for actions taken using Customer’s and Users’ accounts.

2.3. User Consents. Customer acknowledges that use of the Service may require communication with students. Customer agrees that it shall be solely responsible for (a) securing any consents that may be required from Users to have their data used in the Service, (b) securing from Users such permissions as may be necessary or required in order to collect, store and use such data for the rendering of the Service, (c) providing for such use of User data in its privacy and data use policies, and (d) complying with applicable privacy and other laws. School Loop may provide Customer with a model set of statements which Customer may use to create User consent forms, however those statements are for Customer’s convenience only and it is Customer’s responsibility to ensure that these statements conform to the obligations of this Agreement and applicable law. Customer understands and acknowledges that if ordered by Customer, some features of the Service may allow certain Customer Content to be made public on the Internet. This publicly available Customer Content may include general information about a school, information regarding school news and events, information posted by teachers about their curriculum (such as course descriptions, syllabi, assignments and the like). Customer agrees that it shall be solely responsible for notifying Users that certain Customer Content will be made public on the Internet and for securing the appropriate User consents. Customer also acknowledges that School Loop may make available functionality which allows third parties to access information on the Service or input information on the Service (by way of example and not limitation, functionality which allows synchronizing of a user’s School Loop calendar to an external service).

2.4. Third Party Services. Customer acknowledges that the Service may permit Customer to integrate, at Customer’s and/or Users’ discretion, functionality provided by third party services. Such third party services are not considered part of the “**Service**” provided hereunder. By enabling any such third party services, Customer agrees that School Loop is not responsible for the accuracy, legality, availability or reliability of any such third party services, the acts or omissions of any providers of such third party services or any information made available in connection with such third party services. The manner in which such third party services use, store and disclose your information is governed solely by the policies of such third parties, and School Loop will have no liability or responsibility for the privacy practices or other actions of any provider of such third party service. As such, Customer agrees not to seek to hold School Loop liable or responsible for any damage or loss caused by or in connection with the use of such third party services. School Loop enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

3. Ownership

3.1. Rights in Customer Content. Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Content, and School Loop shall use such Customer Content solely for the purposes of providing the Service. Subject to the terms of this Agreement, Customer hereby grants to School Loop the non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly display the Customer Content solely to the extent necessary to provide the Service except where doing so is in violation of FERPA or local laws or education code

3.2. Subscription not Sale. This is a subscription agreement for use of the Service and is not an agreement for sale. Customer agrees that the Service and the end-user documentation and any and all related and underlying School Loop software and technology constitute trade secrets or copyrighted material of School Loop or its suppliers, and that School Loop or its suppliers retain all right, title and interest (including all intellectual property rights) therein. Customer may point their DNS to the sites, and they retain full rights and ownership of their own domain. School Loop may employ a subdomain of schoolloop.com in order to provide the Service, however no ownership or license right in the schoolloop.com domain, or any subdomain, is transferred under this Agreement, and School Loop reserves the sole right to manage any and all domains and subdomains related to the Service as it sees fit. All rights not specifically granted shall be reserved to School Loop. No right, title or interest in any of School Loop's trademarks is granted hereunder.

4. Fees and Payment.

All fees are as set forth in the applicable Order Form and shall be paid by Customer in accordance with the terms of the applicable Order Form. Except as set forth in Section 6.1 (Limited Warranty), or in the Order Form all fees are non-refundable. Payment is due 30 days from the date of invoice or PO, whichever is later, unless otherwise set forth on the order form. Accounts that are more than 30 days overdue are subject to suspension.

Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, other than taxes based on the income of School Loop. Customer may not withhold any amounts (including as may be required by any taxing authority) without express written consent of School Loop.

5. Term and Termination

5.1. Term. This Agreement shall continue until the earlier occurs of (a) expiration or termination of the Subscription Term, or (b) termination in accordance with this Section 6. Customer's subscription shall renew if and as described in the Order Form

5.2. Termination for Cause. Either party may terminate this Agreement: (a) if the other party fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice or (b) if the other party files or has filed against it any bankruptcy, dissolution or similar proceeding or enters into any form of arrangement with its creditors (provided such filing is not removed within 60 days thereof).

5.3. Effect of Termination. Upon any termination of this Agreement, Customer shall immediately cease any and all use of and access to the Service (including any and all related School Loop software, technology and systems) and delete (or, at School Loop's request and expense, return) any and all copies of the Service documentation provided by School Loop, any School Loop passwords or access codes and any other School Loop Confidential Information in its possession. Termination of this Agreement shall be in addition to, and not in lieu of, any equitable or other remedies available to the terminating party.

5.4. Suspension of Service. School Loop has the right, in its sole reasonable discretion, to suspend the Services immediately if deemed reasonably necessary, (reasonably necessary conditions which, for example, may include breaches of security that risk FERPA protected-data, the publication of pornography or other restricted materials by customer) by School Loop to prevent any harm to School Loop and/or its business. School Loop will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, School Loop will promptly restore the Services.

5.5. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.2 (Restrictions), 2.4 (Third Party Services), 3 (Ownership), 4 (Fees and Payment), 5 (Term and Termination), 6.1 (Warranty Disclaimer), 7 (Limitation of Remedies and Damages), 8 (Indemnification), 9 (Confidentiality), and 10 (General).

6. Limited Warranty

6.1. Limited Warranty. 6.1. School Loop warrants, for Customer's benefit only, that the Service will be provided in material conformity with its documentation. School Loop does not warrant that the operation of the Service will be uninterrupted or error-free. As Customer's sole and exclusive remedy for any breach of warranty, School Loop will use reasonable efforts to correct any failure of the Service to conform to its documentation at no charge to Customer. If School Loop determines it cannot resolve a material defect within a reasonable period of time, Customer will have the right to terminate the Subscription Term and receive as its sole remedy a refund of: (a) the subscription fees specified in the applicable Order Form which are allocable to the 30 day period prior to the date the warranty claim was made and (b) any fees Customer has pre-paid for periods of service it has not yet received. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within 30 days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to any Free Services.

6.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 6.1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL TRAINING SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. SCHOOL LOOP AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE OR TRAINING SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR FREE, (B) ANY

CUSTOMER CONTENT OR OTHER STORED DATA WILL BE ACCURATE OR NON-CORRUPTED, OR (C) THAT THE SERVICE WILL BE FREE OF ANY VIRUSES OR MALICIOUS CODE WHICH CANNOT BE DETECTED USING COMMERCIALY AVAILABLE PRODUCTS. SCHOOL LOOP SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE AND TRAINING SERVICE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF CUSTOMER'S PARTICULAR NEEDS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. SCHOOL LOOP SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, THE SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOL LOOP.

7. Limitation of Remedies and Damages

7.1. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SCHOOL LOOP'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF \$1,000 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SCHOOL LOOP UNDER THE APPLICABLE ORDER FORM.

7.3. THIS SECTION 7 SHALL NOT APPLY TO CUSTOMER WITH RESPECT TO ANY CLAIM ARISING UNDER SECTIONS 1.2 (RESTRICTIONS), 8.2 (INDEMNIFICATION BY CUSTOMER) OR 9 (CONFIDENTIALITY). The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. Indemnification

8.1. Indemnity by School Loop. School Loop shall indemnify and hold harmless Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's authorized use of the Service, provided that School Loop shall have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for School Loop to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Customer. If Customer's use of any of the Service is, or in School Loop's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, School Loop may, in its sole discretion: (a) substitute substantially functionally similar services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fees paid by Customer for the portion of the Subscription Term which was paid by Customer but not rendered by School Loop. The foregoing indemnification obligation of School Loop shall not apply: (1) if the Service is modified by any party other than School Loop, but solely to the extent the alleged infringement is caused by such modification; (2) the Service is combined with other non-School Loop products or processes not authorized by School Loop, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; (4) to the Customer Content or any third-party deliverables or components contained within the Service; (5) to any action arising as a result of the Customer Content; or (6) to any Free Service. THIS SECTION 9 SETS FORTH SCHOOL LOOP'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

8.2. Customer Responsibility for Content. Customer shall indemnify and hold harmless School Loop from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim alleging (a) that the Customer Content or its use in the Service infringes the rights of, or has caused damage to, Customer, a User or other third-party (excluding any claim to the extent based on any underlying School Loop software or technology), (b) any action or inaction by Customer or a User resulting in damage to persons or property, or (c) that Customer failed to secure adequate permission from any User for the use of the Customer Content. This indemnification obligation is subject to Customer receiving prompt notice of the claim and having the sole right to control the defense and settlement of all such claims, lawsuits and other proceedings. School Loop agrees to provide such reasonable assistance and cooperation to Customer as is reasonably requested by Customer.

9. Confidentiality

9.1. "Confidential Information" means (a) any School Loop software, interfaces, web applications and documentation that are designated as confidential, and (b) information designated as confidential by either party, including, but not limited to, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development and business activities, whether obtained or disclosed verbally or in writing, and (c) any pupil records, as defined under relevant education codes. The Service itself, documentation and technical information provided by School Loop or its agents shall be deemed Confidential Information of School Loop without any marking or further designation. School Loop acknowledges that Customer is a public school district and that certain Customer Content is protected and governed by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and the local Education Code, and School Loop agrees that it shall maintain the confidentiality of such data, and will abide by FERPA and the local Education Code.

9.2. Nondisclosure. The parties acknowledge that they have been entrusted with Confidential Information of the other party and agree to use reasonable care to protect the

confidentiality thereof, using at least the same degree of care that each of them would use to protect their own similar information. Except as otherwise required by applicable law, each party shall not (a) use such Confidential Information of the other party for any purpose except as authorized under this Agreement, (b) disclose any such Confidential Information to any person (except its employees and agents bound by obligations of confidentiality on a need-to-know basis) unless such disclosure is authorized by the other party in writing, or (c) disclose any such Confidential Information required by court or judicial order without first attempting to inform the other party and cooperating with the other party if such party contests the disclosure thereof. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement and to notify the other party promptly and in writing upon its discovery of any unauthorized access or disclosure of any Confidential Information.

9.3. Exclusions. The obligations under this Section 10 shall not apply to information which (a) is or becomes a part of public knowledge through no act or omission of the receiving party, (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party, (c) comes into the possession of the receiving party rightfully from a third party without obligation of confidentiality, (d) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party, or (e) is subject to disclosure under applicable law.

9.4. Enforcement. Each party understands and agrees that, notwithstanding any other provision of this Agreement, breach of Section 10 (Confidentiality) may cause the other party irreparable damage for which recovery of money damages would be inadequate, and that each party shall therefore be entitled to obtain timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.

10. General

10.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that School Loop may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement without such written consent will be null and void. We may also share information about users in connection with or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or proceeding involving sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company. In these circumstances, we will only share information with a company that has agreed to data privacy standards no less stringent than our own. In the event that information is shared in this manner, notice will be posted on our Site.

10.2. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.3. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transaction Act. Unless waived by School Loop in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts.

10.4. Notice. Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section 10.4 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail.

10.5. Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.6. Entire Agreement. This Agreement, and any other agreement incorporated by this Agreement by reference, including but not limited to any SOW or Subscription Agreement(s) is/are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products School Loop may make changes to the Service at any time.

10.7. Changes to the Services. Customer acknowledges that the Service is an on-line, subscription-based product, and that in order to provide improved customer experience, new features, and new products, School Loop may make changes to the Service at any time. Such changes may require Customer to update or upgrade software or equipment used to access the Service. Customer shall be solely responsible for any such updates or upgrades, provided, however, that if any planned changes to the Service are reasonably foreseeable to require any updates or upgrades to Customer's software or equipment, School Loop shall provide Customer with 6 months prior notice of such planned changes.

10.8. Student Count Verification. Upon contracting, and once a year for the term of the contract, Customer shall furnish School Loop with official student enrollment figures for the district and for each school using the Service. If applicable to the type of license, this report will serve as the official student count each year for invoicing throughout the Subscription Term.

10.9. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster or refusal of a license by a government agency.

10.10. Publicity. Subject to Customer’s sole discretion, which shall not be unreasonably withheld, School Loop shall have the right to use Customer’s name and logo as part of School Loop’s customer list.

10.11. Government End Users. If the user or licensee of the Service is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Service, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement and by the terms of this contract in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. This product was developed fully at private expense. All other use is prohibited.

10.12. Subcontractors. School Loop may use the services of subcontractors for performance of services under this Agreement, provided that School Loop remains responsible for (a) compliance of any such subcontractor with the terms of this Agreement and (b) for the overall performance of the Service as required under this Agreement.

10.13. Independent Contractors. The relationship of the parties hereto is that of independent contractors. Neither party shall be deemed to be the legal representative of the other. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

10.14. Compliance with Laws. Customer and School Loop will comply, at their own expense, with all statutes, regulations, laws, rules and ordinances of any governmental body, department or agency which apply to or result from Customer’s obligations under this Agreement. Customer agrees not to export the Service directly or indirectly, separately or as part of a system, without first obtaining proper authority to do so from the appropriate governmental agencies or entities, as may be required by law.

Fountain Valley School District
Customer

Name/Title

Signature

Date

School Loop, Inc
Mark Gross CEO / Founder



Signature

18 April, 2018

Date

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: April 30, 2018

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

Board Meeting Date: May 10, 2018

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
	Zum Services, Inc. W18219	\$1,615.00	May 1, 2018 to June 30, 2018

Approved by the FVSD Board of Trustees
May 10, 2018

Dr. Mark Johnson
Superintendent

Date:

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

The WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION, hereinafter referred to as WOCCE, on behalf of FOUNTAIN VALLEY SCHOOL DISTRICT, hereinafter referred to as District, and ZUM SERVICES, INC., hereinafter referred to as Contractor, mutually agree as follows:

1. The term under this Contract shall be May 1, 2018 through June 30, 2018.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, _____ residing within the Fountain Valley School District to Helen Stacey Middle School, located within the Westminster School District, at a daily rate of \$42.50 per day, one way. Transportation schedule to be PM transport only to home Monday through Friday beginning 5/01/18. No AM transport.
4. The Contractor, its employees and agents shall secure and maintain valid permits and licenses, which are required by law for the execution of this contract.
5. Minimum driver qualifications:
 - A. All screening exam, fingerprinting and DMV report. No individual with a record of conviction for sex related offenses may be utilized as a driver under the terms of this contract.
 - B. Drivers assigned to vehicles which transport handicapped pupils shall be given special training in the techniques for handling such pupils as needed and shall be currently First Aid/CPR Certified.
 - C. The Contractor shall provide ongoing formal safety instruction to all persons operating vehicles under the terms of this contract as needed.
 - D. Contractor personnel shall provide "safe riding" and "evacuation" instructions to passengers. These shall conform to current requirements of state regulations.
6. Minimum equipment requirements:
 - A. All vehicles utilized under this contract shall meet all applicable statutory and administrative requirements for the transportation of passengers for hire, and be so certified and under current state and local regulations and laws. In addition, all transport vehicles used shall be air-conditioned, be equipped with 2-way radios, and when applicable, be equipped with hydraulic wheelchair lifts.

- B. Vehicles shall be maintained, clean inside and out as necessary and visible repairs to body damage shall be made without undue delay.
 - C. In no case, will a vehicle be used to transport students under the terms of this contract which has installed seating for more than nine (9) passengers, unless it is equipped and certified under California law as a school bus and driven by a licensed school bus driver.
7. All accidents involving equipment or personnel while operating under the terms of the contract shall be reported to WOCCE as soon as is practicable after the occurrence.
 8. WOCCE shall designate a contract administrator for each type of transportation required under this contract who shall be available during regular working hours and have the authority to act in all matters covered by the agreement.
 9. The Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to the contractors' work. If the Contractor subcontracts any part of this Contract, the Contractor shall be as fully responsible to WOCCE/District for acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and WOCCE/District. WOCCE's consent to, or approval of, any subcontractor under this Contract shall not in any way relieve the Contractor of his obligations under this Contract, and no such consent or approval shall be deemed to waive any provision of this Contract.
 10. The Huntington Beach Union High School District on behalf of WOCCE/District shall pay the Contractor on a monthly basis for all transportation services, based upon the submission of an itemized invoice. Invoices must include individual trip tickets showing the name of the passengers and destination of runs.
 11. The Contractor shall not assign or transfer any operation of law or otherwise any or all of its rights, burdens, duties, obligations, or any sum that may accrue to it hereunder, without the prior written consent of WOCCE.
 12. While performing services under the Contract, the Contractor and any subcontractors, are independent Contractors and not an officer, employee or agent of WOCCE.
 13. The Contractor shall hold harmless and indemnify WOCCE/District, its officers, agents and employees from every claim, demand, or liability, which may be made by reason of:
 - A. Any injury to property or person including death, sustained by the Contractor or by any person, firm, or corporation employed by the Contractor, directly or indirectly upon or in connection with the services hereunder, however caused; and
 - B. Any injury to property or person, including death, sustained by any firm or corporation, caused by an error, omission, neglect or torturous act of the Contractor, its officers, agents or employees upon or in connection with the

services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed; and

C. The Contractor, at its own expense, cost and risk, shall defend any and all action, suits or other proceedings, that may be brought or instituted against WOCCSE/District or any such claim, demand or liability, and pay to satisfy any judgement that may be rendered against WOCCSE/District, its officers, agents or employees in any such action, suit or other proceedings as a result thereof.

14. The Contractor shall take out and maintain during the life of this Contract: 1) comprehensive public liability insurance consisting of bodily injury liability in amounts not less than One Million (\$1,000,000) for any one (1) person and One Million (\$1,000,000) for any one (1) occurrence and property damage insurance in an amount equal to One Million (\$1,000,000) to insure against all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this Contract. This coverage will be endorsed naming WOCCSE as additional insured. 2) Workers' Compensation Insurance to statutory limits by the State of California.

The Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance as shall protect the subcontractor and WOCCSE with respect to those same claims and liabilities as to which the Contractor holds WOCCSE harmless as provided for in the Contract documents. Such insurance shall be in the amounts and requirements set forth above.

15. The Contractor shall not commence work nor shall he allow any subcontractor to commence work under this Contract until he has obtained all required insurance and certificated which have been delivered to and approved by the Purchasing Department of the Huntington Beach Union High School District.

Certificates and insurance policies shall include the following clause:

"This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to WOCCSE stating the effective date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) days after the date of mailing of said notice."

Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

16. WOCCSE may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if:

a. The Contractor fails to perform the services satisfactorily, or to furnish safe and adequate equipment or personnel during the time specified herein or any extension thereof:

OR

- b. The Contractor fails to perform any of the other provisions of the Contract and does not cure such failure within a period of ten (10) days (or such longer period as WOCCSE may authorize in writing) after receipt of notice from WOCCSE specifying such failure.

The Contractor shall not be liable for any excess costs if the failure to perform under the Contract arises out of causes beyond the control and without the fault of negligence of the Contractor. Such causes may include, but are not restricted to: acts of God or of the public enemy, acts of the Government, acts of WOCCSE or anyone employed by it, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors of supplies due to such causes.

The Contractor shall be required to continue services under the Contract which are not terminated.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 30th day of April 2018 and terminates on June 30, 2018, unless sooner terminated as provided herein.

Fountain Valley School District

Zum Services, Inc.

By: _____
Signature

By: _____
Signature

Mark Johnson, Ed.D., Superintendent
Name and Title of Authorized Representative

Name and Title of Authorized Representative

Date: _____

Date: _____

**West Orange County Consortium for
Special Education**

By: _____
Signature

Jimmy Templin, Executive Director
Name and Title of Authorized Representative

Date: _____

**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 11972.7(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 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 Huntington Beach Union High School District:

I Zum Services, 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, 1612, and 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 SELPA/Member Districts.
- ☐ Will have only limited contact with pupils, and requests that the SELPA/Member Districts
provide supervision of its employees, subcontractors, employees of subcontractors, and or
volunteers by SELPA/Member District personnel while such employees are in contact with
pupils.
- ☐ Will have NO contact with students of the SELPA/Member Districts.

I, my employees, subcontractors, employees of subcontractors, and or volunteers who may have
contact with SELPA/Member Districts 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 _____, California, on ____/____/____.

Zum Services, Inc.

CONTRACTOR Name / Business Name

Printed Name of Authorized Signer

Title of Authorized Signer

Authorized Signature

275 Shoreline Drive, Suite 300

Address

Redwood City, CA 94065

City, State, Zip

(650) 449-9523

Telephone

partners@ridezum.com

E-Mail Address