



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**A G E N D A**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**September 6, 2018**

- CALL TO ORDER: 5:45PM
- ROLL CALL
- APPROVAL OF AGENDA

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

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- 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").

*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.*

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and an unidentified number of potential buyers or lessees for the Property which may acquire or lease all or a portion of the Property through statutory rights or public bid processes (Proposed Buyer(s)/Lessee(s)).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with possible sale or lease of all or a portion of the identified Property.

- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE

### **STAFF REPORTS AND PRESENTATIONS**

#### **1. INTRODUCTION OF DR. GERALD GARGUS, DIRECTOR, EDUCATIONAL SERVICES**

Superintendent, Dr. Mark Johnson, will introduce the Board of Trustees to the newest member of the Fountain Valley School District Family, Dr. Gerald Gargus. Dr. Gargus joins the District as Director, Educational Services.

#### **2. UNAUDITED ACTUALS FOR FISCAL YEAR 2017-18 (ORAL AND WRITTEN)**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2017-18.

### **BOARD REPORTS AND COMMUNICATIONS**

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

### **PUBLIC COMMENTS**

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

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

### LEGISLATIVE SESSION

**3. APPROVAL OF DATE OF ANNUAL ORGANIZATIONAL MEETING AS DECEMBER 13, 2018**

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

Superintendent's Recommendation: It is recommended that the Board of Trustees approves the date of the Annual Organizational Meeting for 2018 as December 13, 2018.

**4. SELECTION OF COMMITTEE MEMBER TO CITY OF FOUNTAIN VALLEY'S COMPREHENSIVE GENERAL PLAN ADVISORY COMMITTEE**

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

The City of Fountain Valley is assembling a General Plan Advisory Committee (GPAC) to advise the City on topics and issues addressed in the General Plan, a long-range planning document that represents the community's view of its future and is a blueprint for the City's growth and development. The City of Fountain Valley has requested a representative from the Board of Trustees to serve on the GPAC.

Superintendent's Recommendation: It is recommended that the Board of Trustees discuss and reach consensus on Board representation on the City of Fountain Valley's General Plan Advisory Committee.

**5. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

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

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

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

#### **Routine Items of Business**

- 5-A.** Board Meeting Minutes from August 23<sup>rd</sup> regular meeting
- 5-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 5-C.** Warrants
- 5-D.** Purchase Order Listing

#### **Consent Items**

**5-E. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2019-B**

Superintendent's Comments: It is recommended that the Board of Trustees approves settlement agreement 2019-B.

**5-F. APPROVAL OF THE CONTRACT WITH LEE & ASSOCIATES COMMERCIAL REAL ESTATE SERVICES INC., FOR BROKER SERVICES IN THE LEASING OF SUITES AT THE DISTRICT OFFICE**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Lee & Associates Commercial Real Estate Services, Inc. for broker services in the leasing of suites at the District Office.

**5-G. BOARD POLICY 0410 NONDISCRIMINATION IN PROGRAMS AND ACTIVITIES (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 0410 Nondiscrimination in Programs and Activities for second reading and adoption, with necessary changes as indicated by the Board.

**5-H. BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 1312.3 Uniform Complaint Procedures for second reading and adoption, with necessary changes as indicated by the Board.

**5-I. BOARD POLICY 3514 ENVIRONMENTAL SAFETY (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 3514 Environmental Safety for second reading and adoption, with necessary changes as indicated by the Board.

**5-J. BOARD POLICY 3514.1 HAZARDOUS SUBSTANCES (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 3514.1 Hazardous Substances for second reading and adoption, with necessary changes as indicated by the Board.

**5-K. BOARD POLICY 5111 ADMISSION (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 5111 Admission for second reading and adoption, with necessary changes as indicated by the Board.

**5-L. BOARD POLICY 5145.3 NONDISCRIMINATION/HARASSMENT  
(SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 5145.3 Nondiscrimination/Harassment for second reading and adoption, with necessary changes as indicated by the Board.

**5-M. BOARD POLICY 5125 STUDENT RECORDS (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 5125 Student Records for second reading and adoption, with necessary changes as indicated by the Board.

**5-N. BOARD POLICY 5131.2 BULLYING (SECOND READING AND ADOPTION)**

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to BP 5131.2 Bullying for second reading and adoption, with necessary changes as indicated by the Board.

**5-O. RESOLUTION 2019-: GANN AMENDMENT APPROPRIATIONS  
LIMITATION**

Superintendent's Comments: It is recommended that the Governing Board adopts Resolution 2019, identifying the 2017-18 actual appropriation limit and the 2018-19 estimated appropriation limit.

**5-P. 2017-18 CAPITAL FACILITIES FUND / DEVELOPER FEES**

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

**5-Q. NON-PUBLIC AGENCY CONTRACTS**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	N/A	7/1/18-6/30/19
Olive Crest Academy	\$24	7/1/18-6/30/19
Olive Crest Academy	\$24	7/1/18-6/30/19
Olive Crest Academy	\$24	7/1/18-6/30/19

**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, October 11, 2018 at 6:30pm.**

*A copy of the Board Meeting agenda is posted on the District's web site ([www.fvsd.us](http://www.fvsd.us)). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or 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 at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.*

Board Meeting of September 6, 2018

Fountain Valley School District  
SO 2018-19/ B19-10

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D.  
RE: Introduction of Dr. Gerald Gargus, Director, Educational Services  
Date: August 31, 2018

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**Background:**

Superintendent, Dr. Mark Johnson, will introduce the Board of Trustees to the newest member of the Fountain Valley School District Family, Dr. Gerald Gargus. Dr. Gargus joins the District as Director, Educational Services.



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: **Unaudited Actuals for Fiscal Year Ending 2017-18**  
DATE: August 28, 2018

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**Background:**

Attached is a comparison of the Fountain Valley School District's unaudited actuals for the fiscal year ending June 30, 2018 and the 2018-19 budget. The full unaudited actuals report will be sent under separate cover. The total general fund ending balance is \$16.5 million, of which \$1.7 million is restricted. The 2017-18 ending fund balance is \$848,183 higher than the estimated total at budget adoption. The difference in the ending balance is a result of an increase in total revenues and lower than estimated expenditures in books & supplies and other services. The District has met all of the requirements outlined in AB1200. All of the District's funds reflect a positive ending balance.

The 2018-19 budget reflects only the difference in the projected ending fund balance. Increases/decreases in revenue and expenditures affecting the budget will be addressed in the first interim report in December 2018.

**Recommendation:**

It is recommended that the Board of Trustees approves the unaudited actuals for fiscal year 2017-18 and the adjusted 2018-19 beginning balance.



# Fountain Valley Elementary School District

## Unaudited Actuals as Compared to Estimated Actuals

		Unrestricted				Restricted				Combined			
A. Revenues		2017-18 EA	2017-18 UA	Delta	% of Exp, xfers, uses	2017-18 EA	2017-18 UA	Delta	% of Exp, xfers, uses	2017-18 EA	2017-18 UA	Delta	% of Exp, xfers, uses
1) LCFF Sources	8010-8099	\$48,853,918	\$48,785,498	\$ (68,420)	-0.1%	\$0	\$0	\$ -	0.0%	\$48,853,918	\$48,785,498	\$ (68,420)	-0.1%
2) Federal Sources	8100-8299	\$0	\$0	\$ -	0.0%	\$1,976,589	\$1,693,807	\$ (282,782)	-0.5%	\$1,976,589	\$1,693,807	\$ (282,782)	-0.5%
3) Other State Revenue	8300-8599	\$2,028,959	\$2,134,587	\$ 105,628	0.2%	\$2,885,538	\$2,958,615	\$ 73,077	0.1%	\$4,914,497	\$5,093,202	\$ 178,705	0.3%
4) Other Local Revenue	8600-8799	\$640,781	\$1,061,579	\$ 420,799	0.7%	\$4,718,052	\$4,777,652	\$ 59,600	0.1%	\$5,358,833	\$5,839,231	\$ 480,399	0.8%
5) Total, Revenues		\$51,523,658	\$51,981,665	\$ 458,007	0.8%	\$9,580,179	\$9,430,074	\$ (150,105)	-0.3%	\$61,103,837	\$61,411,739	\$ 307,902	0.5%
B. Expenditures													
1) Certificated Salaries	1000-1999	\$23,399,356	\$23,451,044	\$ 51,688	0.1%	\$5,030,558	\$5,018,061	\$ (12,497)	0.0%	\$28,429,914	\$28,469,105	\$ 39,191	0.1%
2) Classified Salaries	2000-2999	\$6,259,403	\$6,285,052	\$ 25,649	0.0%	\$3,557,490	\$3,472,791	\$ (84,699)	-0.1%	\$9,816,893	\$9,757,843	\$ (59,050)	-0.1%
3) Employee Benefits	3000-3999	\$8,941,803	\$8,717,171	\$ (224,632)	-0.4%	\$4,966,822	\$4,870,270	\$ (96,552)	-0.2%	\$13,908,625	\$13,587,441	\$ (321,184)	-0.6%
4) Books & Supplies	4000-4999	\$1,415,308	\$1,083,482	\$ (331,826)	-0.6%	\$936,832	\$547,910	\$ (388,922)	-0.7%	\$2,352,140	\$1,631,393	\$ (720,747)	-1.3%
5) Services/Other Oper Expenditures	5000-5999	\$2,052,340	\$1,775,454	\$ (276,886)	-0.5%	\$2,769,118	\$2,298,759	\$ (470,359)	-0.8%	\$4,821,458	\$4,074,212	\$ (747,245)	-1.3%
6) Capital Outlay	6000-6999	\$252,433	\$151,129	\$ (101,304)	-0.2%	\$34,028	\$23,471	\$ (10,557)	0.0%	\$286,461	\$174,600	\$ (111,861)	-0.2%
7) Other Outgo (exclude indirect Cost Transfers)	7100-7299 7400-7499	\$58,835	\$85,382	\$ 26,547	0.0%	\$435,309	\$591,209	\$ 155,900	0.3%	\$494,144	\$676,590	\$ 182,446	0.3%
8) Other Outgo - Indirect Costs Transfers	7300-7399	(\$141,076)	(\$315,452)	\$ (174,376)	-0.3%	\$24,998	\$153,555	\$ 128,557	0.2%	(\$116,078)	(\$161,897)	\$ (45,819)	-0.1%
Total Expenditures		\$42,238,402	\$41,233,261	\$ (1,005,141)	-1.8%	\$17,755,155	\$16,976,026	\$ (779,129)	-1.4%	\$59,993,557	\$58,209,287	\$ (1,784,270)	-3.1%
C. Excess (Deficiency) Revenues- Expenditures		\$9,285,256	\$10,748,403	\$ 1,463,148	2.6%	(\$8,174,976)	(\$7,545,952)	\$ 629,024	1.1%	\$1,110,280	\$3,202,452	\$ 2,092,172	3.7%
D. Other Financing Sources/Uses													
1) Interfund transfers													
a) Transfers In	8900-8929	\$412,230	\$407,410	\$ (4,820)	0.0%	\$0	\$0	\$ -	0.0%	\$412,230	\$407,410	\$ (4,820)	0.0%
b) Transfers Out	7600-7629	(\$213,621)	(\$1,452,790)	\$ (1,239,169)	-2.2%	\$0	\$0	\$ -	0.0%	(\$213,621)	(\$1,452,790)	\$ (1,239,169)	-2.2%
2) Other Sources/Uses													
a) Sources	8930-8979	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%
b) Uses	7630-7699	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%
3) Contributions	8980-8999	(\$7,917,859)	(\$7,611,122)	\$ 306,737	0.5%	\$7,917,859	\$7,611,122	\$ (306,737)	-0.5%	\$0	\$0	\$ -	0.0%
4) Total, Other Financing Sources/Uses		(\$7,719,250)	(\$8,656,503)	\$ (937,253)	-1.7%	\$7,917,859	\$7,611,122	\$ (306,737)	-0.5%	\$198,609	(\$1,045,380)	\$ (1,243,989)	-2.2%
E. Net Increase (Decrease) Fund Bal		\$1,566,006	\$2,091,901	\$ 525,895	0.9%	(\$257,117)	\$65,171	\$ 322,288	0.6%	\$1,308,889	\$2,157,071	\$ 848,183	1.5%
F. Beginning Fund Balance		\$12,652,017	\$12,652,017		0.0%	\$1,662,168	\$1,662,168		0.0%	\$14,314,185	\$14,314,185		0.0%
G. Audit Adjustments		\$0	\$0		0.0%	\$0	\$0		0.0%	\$0	\$0		0.0%
H. Ending Fund Balance		\$14,218,023	\$14,743,918	\$ 525,895	0.9%	\$1,405,051	\$1,727,339	\$ 322,288	0.6%	\$15,623,074	\$16,471,257	\$ 848,183	1.5%

**FOUNTAIN VALLEY SCHOOL DISTRICT  
2017-18 UNAUDITED ACTUALS & 2018-19 ADOPTED BUDGET  
GENERAL FUND**

**REVENUES**

**INCOME BY SOURCE**

**8011-8095 LOCAL CONTROL FUNDING FORMULA SOURCES**

**INCOME ACCOUNT NUMBER**

8011 Principal Apportionment-State Aid	\$17,813,469	\$20,992,024
8012 Education Protection Account - State Aide	\$1,242,527	\$1,241,706
8019 Prior Year Adjustment to Rev. Limit	(\$9,749)	\$0
8021 Homeowners' Exemption	\$137,393	\$137,393
8022 Timber Yield Tax	\$3	\$2
8041 Secured Roll Taxes	\$23,301,979	\$23,405,419
8042 Unsecured Roll Taxes	\$750,318	\$696,890
8043 Prior Years' Taxes	\$277,961	\$276,940
8044 Supplemental Taxes	\$899,024	\$862,332
8045 Education Revenue Augmentation (ERAF)	\$3,275,036	\$3,158,970
8047 Community Redevelopment Funds	\$1,597,536	\$1,671,156
8091 Current Year LCFF Transfer	(\$500,000)	(\$500,000)
<b>TOTAL: LOCAL CONTROL FUNDING FORMULA SOURCES</b>	<b>\$48,785,498</b>	<b>\$51,942,832</b>

**8110-8290 FEDERAL REVENUES**

8181 Special Education Entitlement PL94-142	\$993,781	\$1,016,179
8182 Federal Preschool Grant PL94-157	\$135,528	\$116,007
8290 Other Federal Revenue	\$564,499	\$669,750
<b>TOTAL: Federal Revenues</b>	<b>\$1,693,807</b>	<b>\$1,801,936</b>

**8311-8590 OTHER STATE REVENUES**

8550 Mandated Costs	\$1,101,401	\$192,742
8560 Lottery	\$1,399,779	\$1,202,314
8590 STRS on Behalf Contribution	\$2,409,245	\$2,586,948
8590 All Other State Revenue	\$182,777	\$176,620
<b>TOTAL: Other State Revenues</b>	<b>\$5,093,202</b>	<b>\$4,158,624</b>

**8615-8799 OTHER LOCAL REVENUES**

8625 Community Redevelopment Fund	\$195,989	\$0
8650 Leases/Rentals	\$306,147	\$277,540
8660 Interest	\$264,020	\$150,000
8675 Transportation Services	\$26,196	\$26,900
8677 Interagency Revenues Fees	\$14,026	\$25,273
8699 Other Local Income	\$1,670,507	\$943,830
8791 Special Education	\$3,362,346	\$3,427,932
<b>TOTAL: Other Local Revenues</b>	<b>\$5,839,231</b>	<b>\$4,851,475</b>

**REVENUE TOTAL**

**\$61,411,739      \$62,754,867**

**INTERFUND TRANSFERS**

8919 Other Authorized Interfund Transfers In	\$407,410	\$412,230
7600-7629 Transfers Out	\$1,452,790	\$213,621

**TOTAL: Revenue and Transfers In**

**\$60,366,359      \$62,953,476**

**BEGINNING BALANCE**

**\$14,314,185      \$16,471,257**

**Audit Adjustment**

**TOTAL RESOURCES AVAILABLE**

**\$74,680,544      \$79,424,733**

**FOUNTAIN VALLEY SCHOOL DISTRICT  
2017-18 UNAUDITED ACTUALS & 2018-19 ADOPTED BUDGET  
GENERAL FUND**

**EXPENDITURES**

	Actuals 2017-18	Budget 2018-19
<b><u>1000 Certificated Salaries</u></b>		
1100 Teachers	\$24,159,800	\$24,862,259
1200 Principals/Assistant Principals	\$1,370,347	\$1,408,042
1300 Supervisors	\$2,938,958	\$2,927,708
1900 Other Certificated Salaries	\$0	\$0
Subtotal	\$28,469,105	\$29,198,009
<b><u>2000 Classified Salaries</u></b>		
2100 Instructional Aides	\$2,771,788	\$2,789,527
2200 Classified Support	\$3,304,083	\$3,353,263
2300 Classified Supervisors' and Administrators	\$881,267	\$849,772
2400 Clerical, Technical and Office	\$2,436,686	\$2,436,849
2900 Other Classified Salaries	\$364,019	\$342,173
Subtotal	\$9,757,843	\$9,771,584
<b><u>3000 Employee Benefits</u></b>		
3100 State Teachers' Retirement System (STRS)	\$6,515,259	\$7,381,199
3200 Public Employees' Retirement System (PERS)	\$1,299,503	\$1,636,416
3300 OASDI/Medicare	\$1,064,635	\$1,151,478
3400 Health & Welfare	\$3,666,729	\$3,669,946
3500 State Unemployment Insurance	\$18,593	\$24,189
3600 Workers' Compensation Insurance	\$837,160	\$858,592
3700 Retiree Benefits	\$178,084	\$225,000
3900 Other Fringe Benefits	\$7,478	\$7,163
Subtotal	\$13,587,441	\$14,953,983
<b><u>4000 Books &amp; Supplies</u></b>		
4100 Textbooks	\$107,270	\$110,000
4200 Other Books	\$56,462	\$226,500
4300 Instructional Material & Supplies	\$1,238,874	\$1,503,757
4400 Noncapitalization Equipment	\$228,787	\$249,480
Subtotal	\$1,631,393	\$2,089,737
<b><u>5000 Services &amp; Other Operating Expenses</u></b>		
5100 Subagreements for Services	\$385,864	\$358,008
5200 Travel/Conference	\$120,731	\$83,721
5300 Dues/Memberships	\$23,014	\$25,450
5400 Insurance	\$303,791	\$336,000
5500 Utilities/Housekeeping	\$701,848	\$928,755
5600 Rentals/Leases/Repairs	\$715,360	\$671,740
5700 Direct Costs for Interfund Services	(\$17,330)	(\$16,400)
5800 Other Services & Operating Expenses	\$1,606,525	\$2,077,744
5900 Communications	\$234,409	\$231,430
Subtotal	\$4,074,212	\$4,696,448
<b><u>6000 Capital Outlay</u></b>		
6100 Sites & Improvements of Sites	\$23,471	\$40,000
6200 Buildings & Improvements of Buildings	\$0	\$23,000
6400 Equipment	\$151,129	\$97,500
Subtotal	\$174,600	\$160,500
<b>SUBTOTAL: Expenditures</b>	<b>\$57,694,594</b>	<b>\$60,870,261</b>
<b><u>7000 Other Outgo</u></b>		
7141 Tuition, Excess Costs & or Deficit Payments	\$540,385	\$379,953
7142 Payments to County Office	\$136,206	\$167,095
7350 Interfund Transfers of Support Costs	(\$161,897)	(\$128,677)
Subtotal	\$514,693	\$418,371
<b>TOTAL EXPENDITURES AND OTHER OUTGO</b>	<b>\$58,209,287</b>	<b>\$61,288,632</b>
<b>ENDING BALANCE</b>	<b>\$16,471,257</b>	<b>\$18,136,101</b>



SO: 2018-19/B19-09  
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: **APPROVAL OF DATE OF ANNUAL ORGANIZATIONAL  
MEETING AS DECEMBER 13, 2018**  
DATE: August 31, 2018

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**Background:**

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period, commencing with the first day of the term of office following the November election. For 2018, this 15-day period runs December 7<sup>th</sup> through December 21<sup>st</sup>.

**Fiscal Impact:**

There is no fiscal impact anticipated.

**Recommendation**

It is recommended that the Board of Trustees approves the date of the Annual Organizational Meeting for 2018 as December 13, 2018.



SO: 2018-19/B19-08  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
SUBJECT: **SELECTION OF COMMITTEE MEMBER TO CITY OF  
FOUNTAIN VALLEY'S COMPREHENSIVE GENERAL PLAN  
ADVISORY COMMITTEE**  
DATE: August 31, 2018

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**Background:**

The City of Fountain Valley is assembling a General Plan Advisory Committee (GPAC) to advise the City on topics and issues addressed in the General Plan, a long-range planning document that represents the community's view of its future and is a blueprint for the City's growth and development.

The GPAC will be subject to the Brown Act, and will hold regular, noticed and agendaized meetings public meetings on the third Wednesday of each month at 6pm at Fountain Valley City Hall. Participation by members appointed to the GPAC is temporary and the roles and responsibilities of its members will terminate with City Council Adoption of the General Plan. The City of Fountain Valley has requested a representative from the Board of Trustees to serve on the GPAC. It is requested that the selected member be able to commit, or desire to commit to participating as a Board Member through Spring of 2020.

**Fiscal Impact:**

There is no fiscal impact anticipated.

**Recommendation**

It is recommended that the Board of Trustees discuss and reach consensus on Board representation on the City of Fountain Valley's General Plan Advisory Committee.

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**August 23, 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

**BOARD WORKSHOP**

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin and Teachers on Special Assignment, Stephanie Rigdon, Amanda Kitahara and Page Hertzberg, updated the Board of Trustees on elementary reading and middle school English Language Arts (ELA) in the Fountain Valley School District including past and current professional development for teachers. Additionally, the Board of Trustees was provided an overview of Revision Assistant, an online writing tool successfully piloted by nine middle school teachers during the 2017/18 school year, with a potential full middle school implementation for the 2018/19 school year.

ELEMENTARY  
READING AND  
MIDDLE SCHOOL  
ENGLISH LANGUAGE  
ARTS (ELA) IN THE  
FOUNTAIN VALLEY  
SCHOOL DISTRICT

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 not anticipated. The following was addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*  
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Labor Negotiator: *Government Code 54957.6*  
Board designated representative: President Jim Cunneen and President Pro Tem Ian Collins  
Unrepresented employee: Superintendent

The public portion of the meeting resumed at 6:35pm.

PLEDGE OF  
ALLEGIANCE

Mrs. Crandall led the Pledge of Allegiance.

## **STAFF REPORTS AND PRESENTATIONS**

Superintendent, Dr. Mark Johnson, introduced the Board of Trustees to the newest member of the Fountain Valley School District Family, Ms. Molly Kuykendall. Ms. Kuykendall joins Talbert Middle School as Assistant Principal.

INTRODUCTION OF  
MOLLY  
KUYKENDALL,  
ASSISTANT  
PRINCIPAL AT  
TALBERT MIDDLE  
SCHOOL

## **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Crandall congratulated and thanked the team behind the design and execution of the 2018 Leadership Advance including Dr. Johnson, Mrs. Abdel, Mrs. Fullerton, Dr. McLaughlin and Mrs. Lucchese. Her activities since the last meeting included: tour of Extended School Year program, memorial service for Mrs. Shellie Pence, retirement for Sue Carpenter, farewell for Dr.

Julianne Hoefer, visit to Summer Harvest program, Fountain Valley Day at OC Fair, 2018 Leadership Advance, and new teacher orientation.

Mrs. Schultz's activities since the last meeting included: 2018 Leadership Advance. She commended the team for the execution of the day and great kick off to the year. She also enjoyed seeing the videos recently posted of the cranes hoisting AC units at Masuda and Courreges. Lastly, she thanked Mrs. Abdel and Mrs. Arjian for their work in putting together the recent new teacher orientation.

Mr. Collins' activities since the last meeting included: meeting with Dr. Johnson, Huntington Beach Community Services Commission meeting, 2018 Leadership Advance, OCSBA board meeting, new teacher orientation, and he was pleased to share that his home remodel is finished.

Mrs. Galindo thanked the staff involved in putting together and executing the 2018 Leadership Advance. Her activities since the last meeting included: 2018 Leadership Advance, farewell for Dr. Julianne Hoefer.

Mr. Cunneen's activities since the last meeting included: FV Rotary Club kick out party for outgoing president Dr. Johnson, visit to Extended School Year program, and the 2018 Leadership Advance. He thanked his fellow trustees for their service.

## **PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

**PUBLIC COMMENTS**

## **LEGISLATIVE SESSION**

**Motion:** Mr. Collins moved to adopt the District Priorities for 2018-19.

**ADOPTION OF  
DISTRICT  
PRIORITIES**

Second: Mrs. Crandall

Vote: 5-0

**Motion:** Mrs. Schultz moved to approve Board Policy 0410 Nondiscrimination in Programs and Activities for first reading.

**BOARD POLICY  
0410  
NONDISCRIMINAT  
ION IN PROGRAMS**

Second: Mrs. Galindo



Vote:	5-0	AND ACTIVITIES (FIRST READING)
<b>Motion:</b>	Mrs. Crandall moved to approve Board Policy 1312.3 Uniform Complaint Procedures for first reading.	BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES (FIRST READING)
Second:	Mr. Collins	
Vote:	5-0	
<b>Motion:</b>	Mr. Collins moved to approve Board Policy 3514 Environmental Safety for first reading.	BOARD POLICY 3514 ENVIRONMENTAL SAFETY (FIRST READING)
Second:	Mrs. Scuhltz	
Vote:	5-0	
<b>Motion:</b>	Mrs. Galindo moved to approve Board Policy 3514.1 Hazardous Substances for first reading.	BOARD POLICY 3514.1 HAZARDOUS SUBSTANCES (FIRST READING)
Second:	Ms. Crandall	
Vote:	5-0	
<b>Motion:</b>	Mrs. Schultz moved to approve Board Policy 5111 Admission for first reading.	BOARD POLICY 5111 ADMISSION (FIRST READING)
Second:	Mr. Collins	
Vote:	5-0	
<b>Motion:</b>	Mr. Collins moved to approve Board Policy 5145.3 Nondiscrimintaion/Harassment for first reading.	BOARD POLICY 5145.3 NONDISCRIMINAT ION/HARASSMENT (FIRST READING)
Second:	Mrs. Galindo	
Vote:	5-0	
<b>Motion:</b>	Mrs. Crandall moved approve Board Policy 5125 Student Records for first reading.	BOARD POLICY 5125 STUDENT RECORDS (FIRST READING)
Second:	Mrs. Schultz	
Vote:	5-0	

**Motion:** Mrs. Schultz moved to approve Board Policy 5131.2 Bullying for first reading.

BOARD POLICY  
5131.2 BULLYING  
(FIRST READING)

Second: Mrs. Galindo

Vote: 5-0

Mr. Cunneen provided the following oral summary and/or fringe benefits increase recommendation, pursuant to Government Code section 54953, subdivision (c)(3), for the following local agency executive:

APPROVAL OF  
ADDENDUM TO  
EMPLOYMENT  
CONTRACT FOR  
SUPERINTENDENT

“Superintendent, whose term is being extended to June 30, 2022, with total compensation of \$249,799.00 for the 2018-19 school year, which is inclusive of a onetime payment of \$6,000, a \$3,000 doctoral stipend, and a mileage stipend of \$3,600, payable monthly at \$300 per month. In addition, the Superintendent receives Health and Welfare Benefits not to exceed \$9,250.”

**Motion:** Mr. Collins moved to approve the addendum to the employment contract for Superintendent.

Second: Mrs. Galindo

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve the Consent Calendar.

CONSENT  
CALENDAR

Second: Mrs. Schultz

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from July 12<sup>th</sup> Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments and Transfers
- Independent Contract for Behavior Solutions
- Authorize the Use of Whittier Union High School District (#1617-105 Milk And Dairy Products) Bid

- Authorize the Use of Garden Grove Unified School District's Frozen, Refrigerated, Processed Commodity, Dry Goods and Services – RFP No. 1711
- Mandate Block Grant
- Extend the Agreement with Corinne Loskot Consulting Inc., in Order to Assist with Obtaining State School Facilities Funding
- Language Network
- Special Education Settlement Agreement 2019-A
- Resolution Agreement Between Fountain Valley School District and Office For Civil Rights (OCR) Case No. 09-18-1053
- Agreement with TLC Auctions for Disposal of District Surplus Property
- Approval of Contract Between Fountain Valley School District and Turnitin, LLC to Provide Revision Assistant to the District's Three Middle Schools
- Approval of Vavrinek, Trine, Day & Co., LLP Contract for Audit Services for Measure O General Obligation Bond Proceeds
- Contract for Professional Development Services with Elena Macdonald
- Approval of Fountain Valley School District Community Advisory Committee (CAC) Parent Representatives

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

- Dr. Johnson      Thanked our Board for always engaging in our Leadership Advance, noting that he greatly appreciates their support at the event. He thanked his team, Mrs. Fullerton, Mrs. Abdel and Dr. McLaughlin for their presentations, and Mrs. Lucchese for her work, noting that they were all outstanding. Moreover, yesterday there were 40 teachers and another 30 today all here for professional development prior to the start of the school year. And, 19 newly hired teachers were here for new teacher orientation. Lastly, he thanked the Board for their approval of Molly Kuykendall this evening, in addition to thanking our Trustees for attending the new teacher orientation.
- Mr. Collins      Noted that on September 26<sup>th</sup>, the OCDE School Board is addressing the issue of sexual education in our schools during a California Healthy Youth Act community forum at 6:30pm in the OCDE Board Room.

### **CLOSED SESSION**

Mr. Cunneen announced that the Board would retire into a second Closed Session. Action was not anticipated. The following was addressed:      **CLOSED SESSION**

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*  
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Conference with Labor Negotiator: *Government Code 54957.6*  
Board designated representative: President Jim Cunneen and President Pro Tem Ian Collins  
Unrepresented employee: Superintendent

## ADJOURNMENT

**Motion:** Mr. Collins moved to adjourn the meeting at 7:45PM.

**Second:** Mrs. Schultz

**Vote:** 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
September 6, 2018**

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2018-2019 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	Peterson, Melissa	5 <sup>th</sup> Grade	Courreges	08/30/2018
1.1.2	Zambanini, Rebecca	ELA/Social Science	Fulton/50%	08/30/2018
1.1.3	Pham, Hanh-Mai	5 <sup>th</sup> Grade	Plavan	08/30/2018
1.1.4	Christie, Sara	Kindergarten	Tamura	08/30/2018

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Hopkins, Jennifer	3 <sup>rd</sup> Grade	Cox	Medical	08/30/2018
1.2.2	Terich, Amelia	5 <sup>th</sup> Grade	Plavan	Personal/ Unpaid	2018-19 School Yr.

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF GERALD GARGUS, AS DIRECTOR, EDUCATIONAL SERVICES.

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
September 6, 2018**

**2.0 EMPLOYMENT FUNCTIONS**

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

	<b><u>EMPLOYEE</u></b>	<b><u>LOCATION</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>EFFECTIVE</u></b>
2.1.1	Marcz, Agnes	District Office	Payroll Clerk	10/05/2018

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

	<b><u>EMPLOYEE</u></b>	<b><u>LOCATION</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>EFFECTIVE</u></b>
2.2.1	Patriarca, Stacy	Plavan	Instructional Assistant	06/21/2018
2.2.2	Mueller, Tracee	Courreges	ESP Assistant	08/24/2018

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

	<b><u>EMPLOYEE</u></b>	<b><u>LOCATION</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>EFFECTIVE</u></b>
2.3.1	Alonso, Alejandra	Courreges	ESP Instructor	09/05/2018
2.3.2	Fendel, Cassidy	Talbert	Food Service Worker	09/05/2018
2.3.3	Luu, Kathleen	Courreges	ESP Assistant	09/05/2018
2.3.4	Nadal, Jenna	Newland	Behavior Intervention Assistant	09/05/2018
2.3.5	Quiles, Aidreana	Oka	ESP Assistant	09/05/2018

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

	<b><u>EMPLOYEE</u></b>	<b><u>LOCATION</u></b>	<b><u>ASSIGNMENT</u></b>	<b><u>REASON</u></b>	<b><u>EFFECTIVE</u></b>
2.4.1	Watson, Kaitlyn	Newland	Behavior Intervention Assistant	Parental leave	09/05/2018
2.4.2	McEveety, Heather	Oka	IA Moderate/Severe	Maternity	08/20/2018
2.4.3	Dennis, Ashley	Gisler	IA ABA	Parental leave	09/10/2018
2.4.4	Pade, Tina	Cox	IA Moderate/Severe	Family illness	09/05/2018

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

September 6, 2018

<b><i>EDUCATIONAL SERVICES</i></b>
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**3.0      APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	BRIGNARDELLO, Alyssa (Fulton)	Cheer Advisor	\$1,000 stipend + benefits	010232989-1115	2018/2019 school year
3.2	NGUYEN, Thao (Fulton)	ASB Bookkeeper	\$2,000 stipend + benefits	011272975-2415	2018/2019 school year
3.3	ROSE, Jennifer (Fulton)	Activities Director and ASB Advisor	\$2,000 stipend + benefits	011272975-1115	2018/2019 school year

**4.0      INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	LIMBACH, Lauren (Fulton)	Will teach cheer techniques and yells to Fulton cheerleaders for district- wide sports tournaments	\$24 per hour	Fulton Student Council	2018/2019 school year
4.2	TORRES, Jonathan (Fulton)	DJ to provide entertainment at school-wide dances	\$275.00	Fulton Student Council	2018/2019 school year

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING SEPTEMBER 6, 2018**

To: Christine Fullerton

From: Mino Nhek

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 81147 - 81317

Dates: 8/3/2018 - 8/28/2018

Fund 01	General Fund	285,731.21
Fund 12	Child Development	16,224.56
Fund 13	Cafeteria	1,272.31
Fund 14	Deferred Maintenance	295,279.70
Fund 21	GOB 2016 Election	-
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	50.00
Fund 68	Worker Comp	72,704.10
Fund 69	Insurance	398,084.59

<b>TOTAL</b>	<b>\$</b>	<b>1,069,346.47</b>
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**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

FROM 08/01/2018 TO 08/28/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4050	SOUTHERN CALIFORNIA MATERIAL H	3,406.36	3,406.36	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4065	CRANDALL'S PLUMBING INC.	925.00	925.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4066	CRANDALL'S PLUMBING INC.	3,950.00	3,950.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4067	TURF STAR INC.	850.00	850.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20M4068	BEACH WIRE & CABLE INC.	1,878.40	1,878.40	012869390 4345	Maintenance / Maintenance Supplies
M20M4069	NORTHSTAR AV	2,679.76	2,679.76	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4070	BUCHAN, RANDOLPH J	1,084.99	1,084.99	012869390 4345	Maintenance / Maintenance Supplies
M20M4071	REFRIGERATION CONTROL COMPANY	860.33	860.33	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4102	SOUTH COAST AIR QUALITY	538.58	538.58	012869390 5860	Maintenance / Permits & Fees
M20M4103	CITY OF FOUNTAIN VALLEY	500.00	500.00	012869390 5860	Maintenance / Permits & Fees
M20M4104	A GOOD SIGN	1,795.00	1,795.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20R0137	RENAISSANCE LEARNING INC	8,066.50	8,066.50	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
M20R0149	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
M20R0150	MOMENTUM IN TEACHING LLC	1,700.00	1,700.00	010055675 5215	State Standards-READING / Staff Development
M20R0157	IXL LEARNING INC.	3,558.30	3,558.30	010113255 4310	Title I - Cox / Instructional Supplies
M20R0173	XCELL INC.	60.00	60.00	010014789 5645	PTA Donations - Courreges / Outside Srvs-Repairs & Mainten
M20R0235	MIND RESEARCH INSTITUTE	33,693.75	2,500.00	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
			2,000.00	010011616 5826	Sch Site Instr - Newland / Licensing/Software,Maint/Supp
			2,000.00	010013189 5826	Donations - Gisler / Licensing/Software,Maint/Supp
			2,466.88	010014040 5826	Sch Site Instr - Plavan / Licensing/Software,Maint/Supp
			2,500.00	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
			16,066.87	010055175 5826	State Standards-MATH / Licensing/Software,Maint/Supp
			2,600.00	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
			2,000.00	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
			1,560.00	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
M20R0238	BARNES AND NOBLE	595.47	595.47	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
M20R0240	RESEARCH PRESS COMPANY	94.98	94.98	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
M20R0241	SMITH, SARA L	295.69	295.69	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
M20R0244	URINSO, RON & CHRISSY	9,000.00	9,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R0246	TOBACK, LEEJANICE	13,500.00	13,500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R0254	ACUNA / PERLA, JOSE AND MIRAND	35,000.00	35,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R0262	BIO-ACOUSTICAL ENGINEERING COR	14,900.00	14,900.00	012739962 5813	Medi-Cal Billing-Nurses / Consultant

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

**FROM 08/01/2018 TO 08/28/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0263	RENAISSANCE LEARNING INC	23,739.48	3,996.05	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
			3,195.80	010011616 5826	Sch Site Instr - Newland / Licensing/Software,Maint/Supp
			2,794.46	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
			3,987.32	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
			9,765.85	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
M20R0266	IMAGE MARKET	467.84	467.84	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
M20R0283	PRO THERAPY SUPPLIES LLC	129.95	129.95	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0285	ORANGE COUNTY DEPARTMENT OF ED	50.00	50.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
M20R0286	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	015999860 4325	Special Ed - Administration / Office Supplies
M20R0292	DEMCO	5,961.06	1,828.62	010019380 4399	School Equipment / Equipment Under \$500
			4,132.44	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
M20R0298	AMAZON.COM LLC	32.49	1.40	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0302	IMAGE 2000	2,000.00	2,000.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
M20R0303	VOYAGER SOPRIS LEARNING INC	14,088.02	14,088.02	011235675 4220	State Standards Discrt-READING / Unadopted Textbooks Ref
M20R0304	APPLE COMPUTER ORDER DEPARTMEN	2,289.17	2,289.17	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
M20R0307	WESTED	250.00	250.00	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
M20R0308	XEROX CORPORATION	1,174.50	1,174.50	012869390 4330	Maintenance / Printing/Xerox Supplies
M20R0313	SCHOOL EMPLOYERS ASSOCIATION	1,565.00	1,565.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
M20R0315	ORANGE COUNTY REGISTER	391.31	391.31	012849380 4325	Fiscal Services / Office Supplies
M20R0316	SAN JOAQUIN COUNTY OF EDUCATIO	930.00	465.00	012719470 5825	Personnel Department / Advertising
			465.00	012819771 5825	Personnel Commission / Advertising
M20R0319	WESTERN PSYCHOLOGICAL	3,022.06	1,002.08	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			1,776.38	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
			243.60	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0320	PEARSON CLINICAL ASSESSMENT	5,614.30	1,650.50	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
			844.24	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			3,119.56	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20R0321	DE LAGE LANDEN FINANCIAL SERVI	27,331.92	27,331.92	012059385 5640	Publications / Outside Services - Leases
M20R0323	PSYCHOLOGICAL ASSESSMENT RESOU	188.91	188.91	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20R0324	MHS INC.	145.50	145.50	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
M20R0325	MAGENTA COMPUTER CENTER	16,443.00	16,443.00	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0327	WILSON LANGUAGE TRAINING CORPO	1,313.10	1,313.10	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
M20R0332	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

FROM 08/01/2018 TO 08/28/2018

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0334	SCHOOL HEALTH ALERT	442.42	442.42	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R0335	ARIEL SUPPLY INC.	1,000.00	1,000.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
M20R0336	HOME DEPOT	1,000.00	1,000.00	010143889 4311	Donations - Talbert / Elective Supplies
M20R0337	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	010143889 4311	Donations - Talbert / Elective Supplies
M20R0338	OFFICE DEPOT	199.24	199.24	012719165 4325	Superintendent / Office Supplies
M20R0339	BARNES AND NOBLE	564.66	564.66	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R0340	MACDONALD, ELENA K	40,000.00	40,000.00	010051075 5813	State Standards-Music / Consultant
M20R0341	PEARSON CLINICAL ASSESSMENT	628.30	628.30	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
M20R0342	LAKESHORE LEARNING MATERIALS	494.98	494.98	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
M20R0343	LEVEL 27 MEDIA	97.88	97.88	010019961 4325	Medi-Cal Billing-Instructional / Office Supplies
M20R0345	STAPLES	76.11	76.11	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
M20R0346	QUEST SOFTWARE	954.40	954.40	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0347	LAW OFFICES OF MAUREEN GRAVES	9,000.00	9,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
M20R0348	BEACH WIRE & CABLE INC.	234.25	234.25	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R0350	STAPLES	2,000.00	2,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
M20R0351	STAPLES	2,000.00	2,000.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
M20R0352	RALPHS GROCERY COMPANY	3,000.00	3,000.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0353	SMART & FINAL	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0354	HOME DEPOT	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0355	WOODCRAFT	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0356	AARDVARK CLAY AND SUPPLY	200.00	200.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0357	NASCO	500.00	500.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0358	LAKESHORE LEARNING MATERIALS	100.00	100.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0359	LASHLEY, ALEXANDRA	200.00	200.00	010142989 4311	Donations - Fulton / Elective Supplies
M20R0360	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	6,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
M20R0361	GUITAR CENTER INC.	1,630.98	1,630.98	010142989 4399	Donations - Fulton / Equipment Under \$500
M20R0363	TEACHER SYNERGY LLC	122.99	61.50	010055675 4310	State Standards-READING / Instructional Supplies
			61.49	010055775 4310	State Standards-CGI / Instructional Supplies
M20R0364	SURPLUS TWO WAY RADIOS	1,834.92	1,834.92	010013737 4399	Sch Site Instr - Oka / Equipment Under \$500
M20R0366	LEVEL 27 MEDIA	799.32	799.32	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
M20R0367	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
M20R0369	SEHI COMPUTER PRODUCTS	22,284.63	20,642.50	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			1,642.13	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000

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**BOARD OF TRUSTEES MEETING 09/06/2018**

**FROM 08/01/2018 TO 08/28/2018**

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0371	STAPLES	627.96	627.96	012658155 4325	Assessment and Accountability / Office Supplies
M20R0372	DOCUMENT TRACKING SERVICES	2,750.00	2,750.00	011258155 5826	Parent Involvement-Media / Licensing/Software,Maint/Supp
M20R0373	ORANGE COUNTY DEPARTMENT OF ED	75.00	75.00	012338055 5210	Title III-EL-Instructional / Travel, Conference, Workshop
M20R0374	MYRON CORP	291.88	291.88	012724949 4325	Sch Site Admin - Masuda / Office Supplies
M20R0375	LEVEL 27 MEDIA	1,221.26	1,221.26	012724949 4325	Sch Site Admin - Masuda / Office Supplies
M20R0376	SCHOOL SPECIALTY	4,800.00	4,800.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0377	SCHOOL SPECIALTY	1,500.00	1,500.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R0378	SCHOOL SPECIALTY	600.00	600.00	010144988 4310	ASB Donations Instr - Masuda / Instructional Supplies
M20R0379	SCHOOL SPECIALTY	400.00	400.00	012734949 4327	Health Supplies - Masuda / Health Supplies
M20R0380	SCHOOL SPECIALTY	400.00	400.00	015514960 4310	Special Ed. - Masuda RSP / Instructional Supplies
M20R0382	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0384	SCHOOL SPECIALTY	200.00	200.00	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
M20R0391	ULTIMATE OFFICE	240.29	240.29	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R0393	VIRCO MANUFACTURING	858.03	858.03	010019380 4399	School Equipment / Equipment Under \$500
M20R0394	A1GM	164.49	164.49	012724747 4325	Sch Site Admin - Courreges / Office Supplies
M20R0395	AMAZON.COM LLC	704.37	704.37	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
M20R0396	CDWG	6,153.02	6,153.02	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R0397	CDWG	8,586.60	8,586.60	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R0398	MAGENTA COMPUTER CENTER	1,626.90	1,626.90	012109078 6410	Tech/Media Office Operation / Equipment-Furniture/Computers
M20R0399	APPLE COMPUTER ORDER DEPARTMEN	2,894.91	2,894.91	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
M20R0400	LIGHTSPEED TECHNOLOGIES	17,617.50	17,617.50	012719380 4410	Business Department / Fixed Assets \$500-\$5000
M20R0401	SEHI COMPUTER PRODUCTS	17,341.25	14,981.25	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			2,360.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
M20R0405	LAKESHORE LEARNING MATERIALS	100.00	100.00	012719275 4310	Educational Services Admin / Instructional Supplies
M20R0406	SAMS CLUB	400.00	400.00	012719275 4310	Educational Services Admin / Instructional Supplies
M20R0408	LEVEL 27 MEDIA	201.19	201.19	010142989 5899	Donations - Fulton / Other Operating Expenses
M20R0410	SEHI COMPUTER PRODUCTS	4,854.61	4,854.61	010014787 4399	Other Donations - Courreges / Equipment Under \$500
M20R0412	ORANGE COUNTY DEPARTMENT OF ED	255.00	255.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
M20R0413	ATKINSON ANDELSON LOYA RUDD &	20,000.00	20,000.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
M20R0416	LYTLE SCREEN PRINTING INC.	678.39	678.39	010143838 5899	Sch Site Instr - Talbert / Other Operating Expenses
M20R0417	PITSCO INC.	1,276.61	950.37	017112975 4310	Robotics-Fulton / Instructional Supplies
			326.24	017112975 5899	Robotics-Fulton / Other Operating Expenses
M20R0418	STAPLES	552.66	552.66	012658155 4410	Assessment and Accountability / Fixed Assets \$500-\$5000

**FOUNTAIN VALLEY SD**  
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**BOARD OF TRUSTEES MEETING 09/06/2018**

FROM 08/01/2018 TO 08/28/2018

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M20R0419	LAKESHORE LEARNING MATERIALS	500.00	500.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R0422	SOUTHWEST SCHOOL AND OFFICE SU	4,500.00	4,500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R0423	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
M20R0424	ARIEL SUPPLY INC.	500.00	500.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
M20R0425	A1GM	180.00	180.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R0426	PERMA-BOUND BOOKS	1,040.74	1,040.74	011401055 4230	Library Services - Tamura / Lost Books Rebate
M20R0427	SOUTHWEST SCHOOL AND OFFICE SU	284.23	52.35	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
			231.88	012849380 4325	Fiscal Services / Office Supplies
M20R0428	INNOVATIVE LEARNING CONCEPTS I	2,955.79	2,955.79	010055175 4310	State Standards-MATH / Instructional Supplies
M20R0429	PRO-ED INC.	811.76	811.76	010785575 4310	Intervention - ES Reading / Instructional Supplies
M20R0432	LYTLE SCREEN PRINTING INC.	684.04	684.04	010121616 4310	Pacific Life Grant - Newland / Instructional Supplies
M20R0433	LEVEL 27 MEDIA	1,947.16	1,947.16	010019189 4325	Donations - Superintendent / Office Supplies
M20R0434	FOUNTAIN VALLEY CHAMBER OF COM	315.00	315.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
M20R0435	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
M20R0436	LYTLE SCREEN PRINTING INC.	1,663.12	1,663.12	010019189 4325	Donations - Superintendent / Office Supplies
M20R0437	MYRON CORP	352.97	352.97	010019189 4325	Donations - Superintendent / Office Supplies
M20R0438	OFFICE DEPOT	166.33	166.33	012719165 4325	Superintendent / Office Supplies
M20R0439	RALPHS GROCERY COMPANY	700.00	700.00	012719165 4325	Superintendent / Office Supplies
M20R0440	CORINNE LOSKOT CONSULTING INC.	95,000.00	95,000.00	012719380 5813	Business Department / Consultant
M20R0458	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	010143889 4311	Donations - Talbert / Elective Supplies
M20R0462	SCHOLASTIC MAGAZINE	2,253.22	2,253.22	010055275 4310	State Standards-ELA / Instructional Supplies
M20R0466	TEXTBOOK WAREHOUSE	1,423.65	1,423.65	012129078 4110	Lottery Instructional Material / Basic Textbooks
M20R0478	SUBURBAN SCHOOL SUPERINTENDENT	200.00	200.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
M20S8014	CANNON SPORTS	1,218.55	1,218.55	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8015	SOUTHWEST SCHOOL AND OFFICE SU	2,016.00	2,016.00	011000000 9320	Revenue Limit - State Revenues / STORES
	<b>Fund 01 Total:</b>	<b>574,410.28</b>	<b>574,379.19</b>		

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M20M4048	POWER PLUS	420.00	420.00	120336098 4325	Extended School Administration / Office Supplies
M20M4105	SCS FLOORING SYSTEMS	2,900.00	2,900.00	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Maint
M20R0309	ORANGE COUNTY DEPARTMENT OF ED	3,000.00	2,500.00	120016098 5210	Extended School Instructional / Travel, Conference, Workshop
			500.00	120017598 5210	Child Dev Cntr Preschool Instr / Travel, Conference, Workshop
M20R0314	LAKESHORE LEARNING MATERIALS	250.00	250.00	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0317	LAKESHORE LEARNING MATERIALS	100.00	100.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0365	LAKESHORE LEARNING MATERIALS	1,571.44	1,571.44	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0368	LAKESHORE LEARNING MATERIALS	150.00	150.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0383	UM, LYNNE	39.15	39.15	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0385	LAKESHORE LEARNING MATERIALS	1,108.06	1,108.06	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0386	LAKESHORE LEARNING MATERIALS	379.52	379.52	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0387	DISCOUNT SCHOOL SUPPLY	179.80	179.80	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0388	DISCOUNT SCHOOL SUPPLY	101.33	101.33	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0389	S & S WORLDWIDE	358.86	358.86	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0390	KAPLAN SCHOOL SUPPLY	488.67	271.60	120016098 4310	Extended School Instructional / Instructional Supplies
			217.07	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R0392	LAKESHORE LEARNING MATERIALS	100.00	100.00	120016098 4310	Extended School Instructional / Instructional Supplies
M20R0411	KNOTT'S BERRY FARM	4,350.00	4,350.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0414	LAKESHORE LEARNING MATERIALS	434.17	434.17	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0420	LAKESHORE LEARNING MATERIALS	100.00	100.00	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R0421	LAKESHORE LEARNING MATERIALS	100.00	100.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:		16,131.00	16,131.00		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

**FROM 08/01/2018 TO 08/28/2018**

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M20R0328	ORANGE COUNTY HEALTH CARE AGEN	345.00	345.00	133207380 5860	Cafeteria Fund / Permits & Fees
M20R0329	REFRIGERATION CONTROL COMPANY	1,907.13	1,907.13	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R0330	CHEFS' TOYS	3,925.88	3,925.88	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
M20R0331	CHEFS' TOYS	3,996.57	3,996.57	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
M20R0344	LEVEL 27 MEDIA	130.50	130.50	133207380 5870	Cafeteria Fund / Printing & Repro Outside Agency
M20R0402	REFRIGERATION CONTROL COMPANY	266.25	266.25	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R0404	TEKVISIONS INC	3.26	3.26	133207380 4399	Cafeteria Fund / Equipment Under \$500
M20R0415	MYBINDING.COM	73.24	73.24	133207380 4790	Cafeteria Fund / Food Services Supplies
Fund 13 Total:		10,647.83	10,647.83		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

**FROM 08/01/2018 TO 08/28/2018**

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M20M4084	TIME AND ALARM SYSTEMS INC.	15,390.00	15,390.00	142864989 5645	Def Maint-Masuda / Outside Srvs-Repairs & Mainten
M20M4085	TIME AND ALARM SYSTEMS INC.	15,800.00	15,800.00	142864989 5645	Def Maint-Masuda / Outside Srvs-Repairs & Mainten
Fund 14 Total:		31,190.00	31,190.00		



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

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M20M4082	WEST COAST AIR CONDITIONING CO	5,896,663.00	5,896,663.00	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
M20M4083	WEST COAST AIR CONDITIONING CO	5,192,414.00	5,192,414.00	213014980 6200	GOB, ELECTION 2016-Masuda / BUILDINGS & IMPROV O
M20M4101	NINYO & MOORE	47,288.00	28,468.00	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
			18,820.00	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
M20R0441	RACHLIN PARTNERS INC	300,000.00	300,000.00	213014780 6220	GOB, ELECTION 2016-Courreges / Architect/Engineer
M20R0442	RACHLIN PARTNERS INC	300,000.00	300,000.00	213014980 6220	GOB, ELECTION 2016-Masuda / Architect/Engineer Fees-Bld
M20R0443	RACHLIN PARTNERS INC	300,000.00	300,000.00	213013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
M20R0444	RACHLIN PARTNERS INC	300,000.00	300,000.00	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20R0445	RACHLIN PARTNERS INC	300,000.00	300,000.00	213011680 6220	GOB, ELECTION 2016-Newland / Architect/Engineer Fees-Bld
M20R0446	RACHLIN PARTNERS INC	300,000.00	300,000.00	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bld
<b>Fund 21 Total:</b>		<b>12,936,365.00</b>	<b>12,936,365.00</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

**FROM 08/01/2018 TO 08/28/2018**

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M20R0322	ENGIE SERVICES U.S. INC	62,000.00	62,000.00	404839380 5813	Energy Efficient Project / Consultant
	Fund 40 Total:	62,000.00	62,000.00		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 09/06/2018**

FROM 08/01/2018 TO 08/28/2018

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Total Account Amount:			13,630,713.02		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES                      09/06/2018**

**FRO    08/01/2018    TO 08/28/2018**

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>M20M4004</b>	<b>BUS WEST</b>	<b>29,600.00</b>	+10,200.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
			+3,400.00	016929395 4349	7230 Home-to-Sc Transportation / Transportation Supplies (on
<b>M20R0025</b>	<b>CENTRAL DRUG SYSTEM</b>	<b>1,584.00</b>	+99.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
<b>M20R0298</b>	<b>AMAZON.COM LLC</b>	<b>32.49</b>	+1.40	012109078 4320	Tech/Media Office Operation / Computer Supplies
<b>Fund 01   Total:</b>			<b>+13,700.40</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES                      09/06/2018**

**FRO   08/01/2018   TO 08/28/2018**

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0033	ADVENTURE CITY	1,690.70	+95.70	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0067	PIRATES DINNER ADVENTURE	3,579.00	+819.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0073	HARBOR BREEZE CORPORATION	1,500.00	+100.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
M20R0249	LAKESHORE LEARNING MATERIALS	118.00	-2,051.56	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:			-1,036.86		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

09/06/2018

FRO 08/01/2018 TO 08/28/2018

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0052	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	+1,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
Fund 13 Total:			+1,000.00		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **09/06/2018**

**FRO   08/01/2018   TO 08/28/2018**

<b><u>PO</u></b> <b><u>NUMBE</u></b>	<b><u>VENDOR</u></b>	<b><u>PO</u></b> <b><u>TOTAL</u></b>	<b><u>CHANGE</u></b> <b><u>AMOUNT</u></b>	<b><u>ACCOUNT</u></b> <b><u>NUMBER</u></b>	<b><u>PSEUDO / OBJECT DESCRIPTION</u></b>
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<b>Total Account Amount:</b>			<b>+13,663.54</b>		
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Board meeting of September 6, 2018



Fountain Valley School District  
Support Services  
2018-2019-B

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
SUBJECT: **Board Item – Special Education Settlement Agreement 2019-B**  
DATE: August 31, 2018

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**Background:**

According to the Special Education Settlement Agreement signed on August 20, 2018, between Parents and the Fountain Valley School District, The District agrees to pay an amount not to exceed SIXTY-SEVEN THOUSAND DOLLARS (\$67,000.00) for attorney fees incurred. This amount shall be paid to “Bruce Bothwell, Attorney At Law.”

**Fiscal Impact:**

Not to exceed \$67,000.00

**Recommendation:**

It is recommended that the Board of Trustees approves this settlement agreement 2019-B.





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 Service  
SUBJECT: **APPROVE OF THE CONTRACT WITH LEE & ASSOCIATES  
COMMERCIAL REAL ESTATE SERVICES INC., FOR BROKER  
SERVICES IN THE LEASING OF SUITES AT THE DISTRICT  
OFFICE**  
DATE: August 31, 2018

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**Background:**

As part of the process of leasing tenant suites in the District Office, the District enlisted the broker services of Lee & Associated Commercial Real Estate Services, Inc. Marshal Vogt, from Lee& Associates, has represented the District in lease negotiations at the District Office for over seven years. During his tenure, the District has enjoyed extended periods with 100 percent occupancy of its tenant suites.

**Fiscal Impact:**

Broker fees are equal to 6.5% of the rent for the first five years of the lease, and 4% for the balance of the term.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract with Lee & Associates Commercial Real Estate Services, Inc. for broker services in the leasing of suites at the District Office.



EXCLUSIVE RIGHT TO REPRESENT OWNER  
FOR SALE OR LEASE OF REAL PROPERTY  
(Non-Residential)

1. BASIC PROVISIONS ("BASIC PROVISIONS").

1.1 **Parties:** This agency Agreement ("**Agreement**"), dated for reference purposes only August 27, 2018, is made by and between Fountain Valley School District, whose address is 10055 Slater Avenue, Fountain Valley, CA 92708, telephone number 714-843-3251, Fax No. \_\_\_\_\_ ("**Owner**"), and Lee & Associates Commercial Real Estate Services, Inc. - Orange | Corp. ID #01011260, whose address is 1004 W Taft Ave, Suite 150, Orange, CA 92865, telephone number 714-647-9100, Fax No. 714-543-5285, ("**Agent**").

1.2 **Property/Premises:** The real property, or a portion thereof, which is the subject of this Agreement is commonly known as (street address, city, state, zip) 10055 Slater Avenue, Fountain Valley, CA, 92708, located in the County of Orange, and generally described as (describe briefly the nature of the property): a two-story, approximately 38,274 square foot commercial office building situated on approximately 1.6 acres of land ("**Property**"). (See also Paragraph 3).

1.3 **Term of Agreement:** The term of this Agreement shall commence on August 30, 2018 and expire at 5:00 p.m. on August 31, 2019, except as it may be extended ("**Term**"). (See also paragraph 4)

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

(a) ☐ A sale for the following sale price and terms: \_\_\_\_\_ and other additional standard terms reasonably similar to those contained in the "STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR THE PURCHASE OF REAL ESTATE" published BY AIR CRE ("**AIR**"), or for such other price and terms agreeable to Owner;

(b) ☒ A lease or other tenancy for the following rent and terms: acceptable to Owner and other additional standard terms reasonably similar to those contained in the appropriate AIR lease form or for such other rent and terms agreeable to Owner.

2. EXCLUSIVE EMPLOYMENT AND RIGHTS.

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

2.2 Owner authorizes Agent to:

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

2.3 Agent shall comply with the Rules of Professional Conduct of the AIR, if a member or if not, the Rules of Professional Conduct of the Society of Industrial and Office Realtors, and shall submit the Property to the MULTIPLE. Agent shall cooperate with participants in the MULTIPLE and may, at Agent's election, cooperate with other real estate brokers (collectively "**Cooperating Broker**").

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

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

3. PROPERTY.

3.1 The term "Property" shall include all of the following which are currently located on the Property and owned by Owner: permanent improvements, electrical distribution systems (power panels, buss ducting, conduits, disconnects, lighting fixtures, etc.), telephone distribution systems (lines, jacks and connections), space heaters, air conditioning equipment, air lines, carpets, window coverings, wall coverings, partitions, doors, suspended ceilings, built-ins such as cabinets, and "NONE" (if there are no additional items write "NONE"). If the Transaction is a sale, the term "Property" shall additionally include, to the extent owned by Owner, oil and mineral rights, leases and other agreements which will continue in effect after Owner's transfer of title to the Property.

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

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

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

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

5. COMMISSION.

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

- (a) If the Transaction is a sale, (i) the Property is sold; (ii) Owner breaches or repudiates any Sale Agreement, escrow instructions or other documents executed by Owner regarding the sale of the Property; (iii) the Property or any interest therein is voluntarily or involuntarily sold, conveyed, contributed or transferred; (iv) the Property or any interest therein is taken under the power of Eminent Domain or sold under threat of condemnation, or (v) if Owner is a partnership, joint venture, limited liability company, corporation, trust or other entity, and any interest in Owner is voluntarily or involuntarily sold, contributed, conveyed or transferred to another person or entity that, as of the date hereof, does not have any ownership interest in Owner;
- (b) If the Transaction is a lease and a lease of the Property, or a portion thereof is executed; or
- (c) If Owner (i) removes or withdraws the Property from a Transaction or the market; (ii) acts as if the Property is not available for a Transaction; (iii)

treats the Property as not available for a Transaction; (iv) breaches, terminates, cancels or repudiates this Agreement; (v) renders the Property unmarketable; or (vi) changes the status of the Property's title, leases, agreements, physical condition or other aspects thereof, which such change adversely impacts the value, use, desirability or marketability of the Property.

(d) If earnest money or similar deposits made by a prospective purchaser or tenant are forfeited Agent shall be entitled to one-half (½) thereof, but not to exceed the total amount of the commission that would have been payable had the sale or lease transaction been consummated.

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

- (a) Owner irrevocably instructs the escrow holder to pay from Owner's proceeds accruing to the account of Owner at the close of escrow the Agreed Commission to Agent;
- (b) A contingency to the consummation of the sale shall be the payment of the Agreed Commission to Agent at or prior to close of the escrow; and
- (c) No change shall be made by Owner or buyer with respect to the time of, amount of, or the conditions to payment of the Agreed Commission, without Agent's written consent.

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

7. **EXCLUDED AND REGISTERED PERSONS.**

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

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

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

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

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

8. **OWNER'S REPRESENTATIONS.**

Owner represents and warrants that:

- (a) Each person executing this Agreement on behalf of Owner has the full right, power and authority to execute this Agreement as or on behalf of Owner;
- (b) Owner owns the Property and/or has the full right, power and authority to execute this Agreement and to consummate a Transaction as provided herein, and to perform Owner's obligations hereunder;
- (c) Neither Owner nor the Property is the subject of a bankruptcy, insolvency, probate or conservatorship proceeding;
- (d) Owner has no notice or knowledge that any lessee or sublessee of the Property, if any, is the subject of a bankruptcy or insolvency proceeding;
- (e) There are no effective, valid or enforceable option rights, rights of first refusal, rights of first offer or any other restrictions, impediments or limitations on Owner's right, ability and capacity to consummate a Transaction, except as disclosed in writing pursuant to Paragraph 3.2(b).
- (f) That as of the date of this Agreement the asking sales price is not less than the total of all monetary encumbrances on the Property.

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

10. **MISCELLANEOUS.**

- 10.1 This Agreement shall not be construed either for or against Owner or Agent, but shall be interpreted, construed and enforced in accordance with the mutual intent of the parties ascertainable from the language of this Agreement.
- 10.2 All payments by Owner to Agent shall be made in lawful United States currency. If Owner fails to pay to Agent any amount when due under this Agreement, then such amount shall bear interest at the rate of 15% per annum or the maximum rate allowed by law, whichever is less.
- 10.3 In the event of litigation or arbitration between Owner and Agent arising under or relating to this Agreement or the Property, the prevailing party shall be paid its attorney's fees and costs by the losing party. The term, "Prevailing Party" shall include, without limitation, one who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. The attorney's fees award shall not be computed in accordance with any court fee schedule, but shall be in an amount to fully reimburse all attorney's fees reasonably incurred in good faith.
- 10.4 Owner agrees to indemnify, defend (with counsel reasonably acceptable to Agent), and hold Agent harmless from and against any claim or liability asserted against Agent as a result of the failure of Owner to make a full and complete disclosure pursuant to law and paragraph 3.2(a) or as a result of the fact that any of the representations made by Owner (see paragraph 8) were not true at the time that this Agreement was signed.
- 10.5 Owner hereby releases and relieves Agent, and waives Owner's entire right of recovery against Agent, for direct or consequential loss or damage arising out of or incident to the perils covered by insurance carried by Owner, whether or not due to the negligence of Agent.
- 10.6 In the event that the Transaction is not an outright sale, Owner agrees that if Agent is not paid the Agreed Commission provided for herein within thirty days of the date due, that Agent shall have a lien in the amount of such commission, and may record a notice of such lien, against the Property.
- 10.7 Owner agrees that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to the services to be performed by Agent pursuant to this Agreement may be brought against Agent more than one year after the expiration of the Term of this Agreement (see paragraph 1.3) and that the liability (including court costs and attorney's fees) of Agent with respect to any such lawsuit and/or legal proceeding shall not exceed any fee received by Agent pursuant to this Agreement; provided, however, that the foregoing limitation on liability shall not be applicable to any gross negligence or willful misconduct of Agent.

11. **ARBITRATION OF DISPUTES.**

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

11.2 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO

HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

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

Owner's Initials

Agent's Initials

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

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

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

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

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

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

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

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

**OWNER**

Fountain Valley School District

By: \_\_\_\_\_

Name Printed: Ms. Christine Fullerton

Title: Assistant Superintendent-Business

**AGENT**

Lee & Associates Commercial Real Estate Services, Inc. - Orange | Corp. ID #01011260

By: \_\_\_\_\_

Name Printed: Marshal J. Vogt

Title: Principal

Agent BRE License #: 01519213

Address: 1004 W Taft Ave, Suite 150, Orange, CA 92865

Phone: 714-647-9100

Fax: 714-543-5285

Email: mvogt@lee-associates.com

AIR CRE. 500 North Brand Blvd, Suite 900, Glendale, CA 91203, Tel 213-687-8777, Email [contracts@aircre.com](mailto:contracts@aircre.com)  
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A. SALES, EXCHANGES, AND OTHER TRANSFERS

1. Unimproved Property (substantially lacking amenities necessary for urban development, such as roads, utilities or zoning): 10% of the gross sales price.
2. Improved Property: 6% of the gross sales price. (In the event Marshal Vogt and/or any other member of the marketing team (“Marketing Team”) also procures and represents the Buyer, the commission shall be reduced to 5% of the gross sales price.)
3. Exchange: Each party to the exchange shall pay a full sales commission based on the type of property in accordance with this Schedule.
4. Joint Venture: If a joint venture is affected in lieu of a sale, a full sales commission shall be paid on the basis of the value of the property as determined for purposes of the joint venture agreement and the percentage interest thereof which is being conveyed to the joint venture or the joint venturers.
5. Business Opportunity: 10% of the gross sales price.

B. LEASES

GROSS LEASE

- 6.5% of the rent for the first five years;\*
- 4% of the rent for the balance of the term.

\*In the event Marshal Vogt and/or any other member of the marketing team (“Marketing Team”) also procures and represents a Tenant for the Property, the commission shall be reduced to 5% of the rent for the first five years; thereafter the schedule shall remain the same as above.

NET LEASE

(where tenant pays all real property taxes)

- 7% of the rent for the first five years;\*
- 4% of the rent for the balance of the term.

1. **Term of More Than 30 Years:** Including Ground Leases, if the initial lease term is in excess of 30 years, then the commission shall be calculated only upon the rental to be paid during the first 30 years of the term of the lease.
2. **Sublease or Assignment:** 6% of the rent payable under the assignment of subleasing of a gross lease during the balance of the term or 7% in the case of a net lease. If a cash bonus or lump sum is paid by the successor tenant, a sales commission shall also be paid in accordance with this Schedule
3. **Month-to-Month Tenancy:** The commission shall be 50% of the first month's rent but in no event less than \$1,500. In the event a month-to-month tenant subsequently executes a lease, either direct with Owner or through Broker, within 24 months from the date of occupancy of the month-to-month tenant, then Broker shall receive a leasing commission in accordance with the provisions of this Schedule
4. **Lease Renewals:** Should an existing tenant extend and/or renew the term of their lease; the Marketing Team shall be paid 2% of the rent payable under the extension or renewal of a gross lease during the balance of the term.
5. **Extension of Lease or Additional Space Taken:** Should the term of the lease be extended or the tenant occupies additional space, then a leasing commission shall be paid when said term is extended or said additional space is occupied. The leasing commission shall be computed in accordance with the provisions of this Schedule and by using the rates applicable as if the initial term of lease had included said extension period or the premises initially demised had included said additional space.
6. **Purchase of Property by Tenant:** Should tenant, his successors, or assignees purchase the subject property during the term of the lease or any extension thereof or within 180 days after expiration thereof, then a sales commission shall be paid when the purchase is effected said sales commission shall be computed in accordance with the provisions of this Schedule, less the amount of paid lease commissions related to that portion of the lease term extending beyond the effective date of said purchase.

C. PAYMENT OF EARNED COMMISSIONS

1. Commissions shall be paid through escrow upon the closing of sales and exchange transactions; absent an escrow; commissions shall be paid upon recordation of a deed or upon delivery of such deed or other conveyance if recordation is deferred more than one month thereafter. In the event of a contract or agreement of sales, joint venture agreement, business opportunity or other transaction not involving the delivery of a deed, commissions shall be paid upon execution and delivery of the instrument of conveyance or establishment of the entitlement of ownership.
2. Leasing and subleasing commissions shall be paid upon execution and delivery of a lease by Owner and Tenant.
3. Broker is hereby authorized to deduct its commission pursuant to this Schedule from funds held in its trust account; Owner shall promptly pay any difference in cash in accordance herewith.

D. MISCELLANEOUS

1. If Owner fails to make any payment at the time required herein, the delinquent sum(s) shall bear interest at the maximum rate permitted by law.
2. This Schedule and the Agreement to which it is attached are binding on Broker only when executed by both parties without modification of the printed terms; provided that any such unauthorized modifications will be enforceable by Broker at its option, provided further that any office of Broker is authorized to modify such terms by executing such Agreement or by initialing such modifications.
3. This Schedule shall be used only for transactions in which Lee & Associates Commercial Real Estate Services, Inc. - Orange is involved and shall not be distributed to any other party.

The undersigned hereby acknowledges receipt of a copy of this schedule and agrees to pay a commission(s) as provided herein.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

OWNER, LESSOR  
OR SUBLESSOR: Fountain Valley School District

BROKER: Lee & Associates Commercial Real Estate  
Services, Inc. – Orange  
A Member of the Lee & Associates Group of Companies

By: \_\_\_\_\_

By: \_\_\_\_\_

Address: 10055 Slater Ave  
Fountain Valley, CA 92708

Address: 1004 W Taft Avenue, Suite 150  
Orange, California 92865

Telephone 714-843-3251

Telephone 714-647-9100 / Fax 714-543-5285



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **Board Policy 0410 NONDISCRIMINATION IN PROGRAMS AND ACTIVITIES (SECOND READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy 0410 reflect changes in regulations and laws related to the responsibility of the employer to provide a programs and activities free of discrimination.

**Fiscal Impact:**

There is no fiscal impact associated with the revision of Board Policy 0410 Nondiscrimination in Programs and Activities.

**Recommendation:**

It is recommended that the Board of Trustees approves the revisions to Board Policy 0410 Nondiscrimination in Programs and Activities for second reading and adoption.

## **NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES BP 0410(a)**

The Board of Trustees is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 4032 - Reasonable Accommodation)*  
*(cf. 4033 - Lactation Accommodation)*  
*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*  
*(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)*  
*(cf. 5131.2 - Bullying)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6145.2 - Athletic Competition)*  
*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*  
*(cf. 6164.6 - Identification and Education Under Section 504)*  
*(cf. 6178 - Career Technical Education)*  
*(cf. 6200 - Adult Education)*

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

District programs and activities shall be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

*(cf. 1330 - Use of Facilities)*

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify



## **NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES BP 0410(b)**

students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment) (cf.*

*4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

### **Access for Individuals with Disabilities**

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

*(cf. 6163.2 - Animals At School)*

*(cf. 7110 - Facilities Master Plan)*

*(cf. 7111 - Evaluating Existing Buildings)*

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.

*(cf. 6020 - Parent Involvement)*

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

*(cf. 9320 - Meetings and Notices)*

*(cf. 9322 - Agenda/Meeting Materials)*

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee



## NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

BP 0410(c)

responsible for coordinating the district's response to complaints and for complying with state federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Fountain Valley School District  
Attn: Assistant Superintendent, Personnel  
10055 Slater Avenue  
Fountain Valley, California 92708  
714-843-3231



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES  
(SECOND READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy and Administrative Regulations 1312.3 Uniform Complaint Procedures reflect changes in regulations and laws related to the district responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The revisions address the district's responsibility to investigate and seek resolution to any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

**Fiscal Impact:**

There is no fiscal impact associated with the revision of Board Policy and Administrative Regulations 1312.3 Uniform Complaint Procedures.

**Recommendation:**

It is recommended that the Board of Trustees approves the revisions to Board Policy and Administrative Regulation 1312.3 Uniform Complaint Procedures for second reading and adoption.

**UNIFORM COMPLAINT PROCEDURES**

The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The district shall investigate and seek to resolve any complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, or bullying in accordance with the uniform complaint procedures.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, Economic Impact Aid, English learner programs, federal education programs in Title I-VII, migrant education, Regional Occupational Centers and Programs, school safety plans, special education programs, State Preschool Programs, Tobacco-Use Prevention Education programs, and any other district-implemented program which is listed in Education Code 64000(a).

*(cf. 3553 - Free and Reduced -Price Meals)*

*(cf. 3555 - Nutrition Program Compliance)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5148 - Child Care and Development)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6175 - Migrant Education Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Work-Based Learning)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

*(cf. 6200 - Adult Education)*

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code [200](#) or [220](#), Government Code [11135](#), or Penal Code [422.55](#), or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR [4610](#))

**UNIFORM COMPLAINT PROCEDURES** (continued)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

*(cf. 3260 - Fees and Charges)*

*(cf. 3320 - Claims and Actions Against the District)*

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

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

5. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code [48853](#), [48853.5](#), [49069.5](#), [51225.1](#), [51225.2](#))

*(cf. [6173.1](#) - Education for Foster Youth)*

6. Any complaint, by or on behalf of a homeless student as defined in 42 USC [11434a](#), alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code [51225.1](#), [51225.2](#))

*(cf. [6173](#) - Education for Homeless Children)*

7. Any complaint alleging district noncompliance with the requirements of Education Code [51228.1](#) and [51228.2](#) that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code [51228.3](#))

*(cf. [6152](#) - Class Assignment)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

8. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code [51210](#), [51223](#))

(cf. [6142.7](#) - *Physical Education and Activity*)

9. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
10. Any other complaint as specified in a district policy

The Board prohibits any form of retaliation against any complainant in the complaint process. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.

The Board encourages the early, informal resolution of complaints at the site level whenever possible.

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - *Unauthorized Release of Confidential/Privileged Information*)

(cf. 5125 - *Student Records*)

(cf. 9011 - *Disclosure of Confidential/Privileged Information*)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

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

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable state law and district policy.

*(cf. 3580 - District Records)*

### **Non-UCP Complaints**

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR [4611](#))

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

**UNIFORM COMPLAINT PROCEDURES**

Except as the Board of Trustees may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

*(cf. 1312.1 - Complaints Concerning District Employees)*

*(cf. 1312.2 - Complaints Concerning Instructional Material)*

*(cf. 1312.4 - Williams Uniform complaint Procedures)*

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

**Compliance Officers**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

Fountain Valley School District  
Attn: Assistant Superintendent, Personnel  
10055 Slater Avenue  
Fountain Valley, CA 92708  
(714) 843-3255

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate

## **UNIFORM COMPLAINT PROCEDURES (continued)**

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

*(cf. 4331 - Staff Development)*

*(cf. 9124 - Attorney)*

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

### **Notifications**

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees and local control and accountability plan (LCAP) requirements, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. The notification shall include information regarding the prohibition of discrimination, harassment, intimidation, and bullying; unlawful student fees; local control and accountability plan (LCAP) requirements; and requirements related to the educational rights of foster youth, homeless students, former juvenile court school students, and children of military families. (Education Code 262.3, 48853, 48853.5, 49010-49013, 49069.5, 51225.1, 51225.2, 52075; 5 CCR 4622)

*(cf. 0420 - School Plans/Site Councils)*

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

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 3260 - Fees and Charges)*

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*(cf. 5145.6 - Parental Notifications)*

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal discrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of



**UNIFORM COMPLAINT PROCEDURES** (continued)

Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).

4. Include statements that:

- a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
- b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
- c. A complaint alleging unlawful discrimination, (such as harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.
- d. Complaints should be filed in writing and signed by the complainant. If a complainant is unable to put his/her complaint in writing, for example, due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint.
- e. If a complaint is not filed in writing but the district receives notice of any allegation that is subject to the UCP, the district shall take affirmative steps to investigate and address the allegations, in a manner appropriate to the particular circumstances.  
  
If the allegation involves retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and the investigation confirms that discrimination has occurred, the district will take steps to prevent recurrence of discrimination and correct its discriminatory effects on the complainant, and on others, if appropriate.
- f. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- g. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.

**UNIFORM COMPLAINT PROCEDURES (continued)**

- h. A foster youth shall receive information about educational rights related to his/her educational placement, enrollment in and checkout from school, as well as the responsibilities of the district liaison for foster youth to ensure and facilitate these requirements and to assist the student in ensuring proper transfer of his/her credits, records, and grades when he/she transfers between schools or between the district and another district.
- i. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
- j. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- k. Copies of the district's uniform complaint procedures are available free of charge.

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

**District Responsibilities**

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

## **UNIFORM COMPLAINT PROCEDURES (continued)**

For complaints alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall inform the respondent when the complainant agrees to an extension of the timeline for investigating and resolving the complaint.

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

### **Filing of Complaint**

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR [4600](#))

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to the UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the

**UNIFORM COMPLAINT PROCEDURES** (continued)

extension. (5 CCR 4630)

4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when he/she is not the complainant, requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

**Mediation**

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

## **UNIFORM COMPLAINT PROCEDURES (continued)**

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

### **Investigation of Complaint**

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631) Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5CCR 4631)

## **UNIFORM COMPLAINT PROCEDURES (continued)**

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

### **Report of Findings**

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)

### **Final Written Decision**

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

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by any witnesses

**UNIFORM COMPLAINT PROCEDURES** (continued)

- b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
- 2. The conclusion(s) of law
  - 3. Disposition of the complaint
  - 4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
  - b. The type, frequency, and duration of the misconduct
  - c. The relationship between the alleged victim(s) and offender(s)
  - d. The number of persons engaged in the conduct and at whom the conduct was directed
  - e. The size of the school, location of the incidents, and context in which they occurred
  - f. Other incidents at the school involving different individuals
- 5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

## **UNIFORM COMPLAINT PROCEDURES (continued)**

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the notice may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
  - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
  - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.

### **Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code [222](#), [48853](#), [48853.5](#), [49013](#), [49069.5](#), [51223](#), [51225.1](#), [51225.2](#), [51228.3](#), [52075](#); 5 CCR [4632](#))



## **UNIFORM COMPLAINT PROCEDURES (continued)**

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, he/she, in the same manner as the complainant, may file an appeal with the CDE.

The complainant or respondent shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR [4632](#))

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

### **Corrective Actions**

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

**UNIFORM COMPLAINT PROCEDURES** (continued)

1. Counseling
2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

## **UNIFORM COMPLAINT PROCEDURES (continued)**

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

### **Appeals to the California Department of Education**

Any complainant who is dissatisfied with the district's final written decision of a complaint regarding any specified federal or state educational program subject to the UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (Education Code 222, 48853, 48853.5, 49013, 49069.5, 51223, 51225.1, 51225.2, 51228.3, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by CDE that the complainant or respondent has appealed the district's decision, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision

**UNIFORM COMPLAINT PROCEDURES** (continued)

3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton , Assistant Superintendent, Business Services  
SUBJECT: **BOARD POLICY 3514 ENVIRONMENTAL SAFETY (SECOND  
READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 3514 reflects state regulations and laws related to environmental safety including revisions and additions based on the passage of Assembly Bill 746 (AB746).

**Fiscal Impact:**

There is no fiscal impact associated with the approval of Board Policy 3514 Environmental Safety.

**Recommendation:**

It is recommended the Board of Trustees approves Board Policy 3514 Environmental Safety for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**ENVIRONMENTAL SAFETY**

The Board of Trustees recognizes its obligation to provide a safe and healthy environment at school facilities for students, staff, and community members. The Superintendent or designee shall regularly assess school facilities to identify environmental health risks. He/she shall establish a comprehensive plan to prevent and/or mitigate environmental hazards based on a consideration of the proven effectiveness of various options, anticipated short-term and long-term costs and/or savings to the district, and the potential impact on staff attendance, student attendance, and student achievement.

*(cf. 0200 - Goals for the School District)*  
*(cf. 1312.4 - Williams Uniform Complaint Procedures)*  
*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 3516.3 - Earthquake Emergency Procedure System)*  
*(cf. 3517 - Facilities Inspection)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
*(cf. 5030 - Student Wellness)*  
*(cf. 5142 - Safety)*  
*(cf. 7111 - Evaluating Existing Buildings)*

Strategies addressed in the district's plan shall include, but not necessarily be limited to, the following:

1. Ensuring good indoor air quality by maintaining adequate ventilation; using effective maintenance operations to reduce dust, mold, mildew, and other indoor air contaminants; and considering air quality in the site selection, design, and furnishing of new or remodeled facilities

*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 5141.23 - Asthma Management)*  
*(cf. 6163.2 - Animals at School)*  
*(cf. 7150 - Site Selection and Development)*

2. Limiting outdoor activities when necessary due to poor outdoor air quality, including excessive smog, smoke, or ozone, or when ultraviolet radiation levels indicate a high risk of harm

*(cf. 3516.5 - Emergency Schedules)*  
*(cf. 5141.7 - Sun Safety)*  
*(cf. 6142.7 - Physical Education and Activity)*

3. Reducing exposure to diesel exhaust and other air contaminants by limiting unnecessary idling of school buses and other commercial motor vehicles

*(cf. 3540 - Transportation)*  
*(cf. 3541.1 - Transportation for School-Related Trips)*  
*(cf. 3542 - School Bus Drivers)*

**ENVIRONMENTAL SAFETY (continued)**

4. Minimizing exposure to lead in paint, soil, and drinking water
5. Inspecting facilities for naturally occurring asbestos and asbestos-containing building materials that pose a health hazard due to damage or deterioration and safely removing, encapsulating, enclosing, or repairing such materials
6. Ensuring the proper storage, use, and disposal of potentially hazardous substances

*(cf. 3514.1 - Hazardous Substances)*  
*(cf. 6161.3 - Toxic Art Supplies)*

7. Ensuring the use of effective least toxic pest management practices

*(cf. 3514.2 - Integrated Pest Management)*

8. Instituting a food safety program for the storage, preparation, delivery, and service of school meals in order to reduce the risk of foodborne illnesses

*(cf. 3550 - Food Service/Child Nutrition Program)*

In developing strategies to promote healthy school environments, the Superintendent or designee may consult and collaborate with local environmental protection agencies, health agencies, water boards and other community organizations.

*(cf. 1020 - Youth Services)*

The Superintendent or designee shall provide the district's maintenance and facilities staff, bus drivers, food services staff, teachers, and other staff as appropriate with professional development regarding their responsibilities in implementing strategies to improve and maintain environmental safety at the schools.

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

The Superintendent or designee shall notify the Board, staff, parents/guardians, students, and/or governmental agencies, as appropriate, if an environmental hazard is discovered at a school site. The notification shall provide information about the district's actions to remedy the hazard and may recommend health screening of staff and students.

*(cf. 5141.6 - School Health Services)*



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton , Assistant Superintendent, Business Services  
SUBJECT: **BOARD POLICY 3514.1 HAZARDOUS SUBSTANCES (SECOND READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 3514.1 reflects state regulations and laws related to the use and storage of potentially hazardous substances, including general revisions and the addition of information previously contained in Board Policy 6161.3 Toxic Art Supplies. Board Policy 3514.1 replaces Board Policy 6161.3 Toxic Art Supplies.

**Fiscal Impact:**

There is no fiscal impact associated with the approval of Board Policy 3514.1 Hazardous Substances.

**Recommendation:**

It is recommended the Board of Trustees approves Board Policy 3514.1 for second reading and adoption, with necessary changes as indicated by the Board of Trustees.



**HAZARDOUS SUBSTANCES**

The Board of Trustees desires to provide a safe school environment that protects students and employees from exposure to potentially hazardous substances that may be used in the district's educational program and in the maintenance and operation of district facilities and equipment.

*(cf. 3514 - Environmental Safety)*  
*(cf. 4119.42/4219.42/4219.42 - Exposure Control Plan for Bloodborne Pathogens)*  
*(cf. 4157/4257/4357 - Employee Safety)*  
*(cf. 5141.22 - Infectious Diseases)*  
*(cf. 5142 - Safety)*  
*(cf. 6161.3 - Toxic Art Supplies)*

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

*(cf. 3510 - Green School Operations)*  
*(cf. 3514.2 - Integrated Pest Management)*

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

*(cf. 1240 - Volunteer Assistance)*

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

*(cf. 6142.93 - Science Instruction)*

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-8 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Christine Fullerton , Assistant Superintendent, Business Services  
SUBJECT: **BOARD POLICY 5111 ADMISSION (SECOND READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 51111 reflect state regulations and laws related to District Admissions including revisions and additions based on the passage of Assembly Bill 699 (AB699)

**Fiscal Impact:**

There is no fiscal impact associated with the approval of Board Policy 51111 Admission

**Recommendation:**

It is recommended the Board of Trustees approves Board Policy 5111 Admission for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**ADMISSION**

The Board of Trustees encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

*(cf. 5125 - Student Records)*

*(cf. 5141.3 - Health Examinations)*

*(cf. 5141.31 - Immunizations)*

*(cf. 5141.32 - Health Screening for School Entry)*

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

*(cf. 5119 - Students Expelled from Other Districts)*

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall

**ADMISSION** (continued)

not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code 234.7, 49076.7)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.13 Response to Immigration Enforcement)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

*(cf. 5116.1 - Intradistrict Open Enrollment)*  
*(cf. 5117 - Interdistrict Attendance)*  
*(cf. 5118 - Open Enrollment Act Transfers)*

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

## ADMISSION

### Age of Admittance to Kindergarten and First Grade

At the beginning of each school year, the Superintendent or designee shall enroll any otherwise eligible child who will have his/her fifth or sixth birthday on or before September 1 of that year into kindergarten or first grade, as applicable. (Education Code 48000, 48010)

Any child who will have his/her fifth birthday from September 2 through December 2 of the school year shall be offered a transitional kindergarten (TK) program in accordance with law and Board policy. (Education Code 48000)

*(cf. 5123 - Promotion/Acceleration/Retention)*  
*(cf. 6170.1 - Transitional Kindergarten)*

The Superintendent or designee shall make a recommendation to the Board regarding whether a child should be granted early entry to kindergarten. In doing so, the Superintendent or designee shall consider various factors including the availability of classroom space and any negotiated maximum class size. If approved, the child shall be enrolled in the district's Early Entry Kindergarten Program.

*(cf. 6151 - Class Size)*  
*(cf. 7111 - Evaluating Existing Buildings)*

### Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate
3. A passport

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child, including an affidavit of the parent, guardian or custodian of the minor. (Education Code 48002)

Regulation  
approved:

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
Fountain Valley, California



Fountain Valley School District  
Personnel Department

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cathie Abdel, Assistant Superintendent, Personnel  
SUBJECT: **BOARD POLICY 5145.3  
NONDISCRIMINATION/HARASSMENT (SECOND READING  
AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy and Administrative Regulations 5145.3 reflect changes in regulations and laws related to the responsibility of the district to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. provide programs and activities free of discrimination.

**Fiscal Impact:**

There is no fiscal impact associated with the revision of Board Policy 5145.3 Nondiscrimination/Harassment.

**Recommendation:**

It is recommended that the Board of Trustees approve the revisions to Board Policy 5145.3 Nondiscrimination/Harassment for second reading and adoption.

**NONDISCRIMINATION/HARASSMENT**

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone based on the student's actual or perceived race, color, ancestry, national origin, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6164.6 - Identification and Education under Section 504)*

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying may result from physical, verbal, nonverbal, or written conduct based on one of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, file or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students,

## **NONDISCRIMINATION/HARASSMENT**

**BP 5145.3 (b)**

parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 1330 - Use of Facilities)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6164.2 - Guidance/Counseling Services)*

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension, or expulsion when the behavior is so severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Suspension/Disciplinary Action)*

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

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

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 5145.2 - Freedom of Speech/Expression)*

### **Record-Keeping**

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

*(cf. 3580 - District Records)*

Policy  
adopted:

**FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT**  
Fountain Valley, California



**NONDISCRIMINATION/HARASSMENT**

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

**Fountain Valley School District**

**Attn:** Assistant Superintendent,  
Personnel 10055 Slater Avenue  
Fountain Valley, CA 92708  
(714) 843-3231

*(cf. 1312.1 - Complaints Concerning District Employees)*  
*(cf. 1312.3 - Uniform Complaint Procedures)*

**Measures to Prevent Discrimination**

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public, posting them on the district's web site and other prominent locations and providing easy access to them through district supported social media, when available.

*(cf. 1113 - District and School Web Sites)*  
*(cf. 1114 - District-Sponsored Social Media)*

2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)

**NONDISCRIMINATION/HARASSMENT** (continued)

- a. The name and contact information of the district's Title IX coordinator, including the phone number and email address
- b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)
- c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:
  - (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
  - (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
  - (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

- 3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)
- 4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

## **NONDISCRIMINATION/HARASSMENT (continued)**

*(cf. 5145.6 - Parental Notifications)*

5. The Superintendent or designee shall ensure that ~~all~~ students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender non-conforming students.

*(cf. 1240 - Volunteer Assistance)*

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
8. At the beginning of each school year, each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

### **Enforcement of District Policy**

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

## **NONDISCRIMINATION/HARASSMENT (continued)**

1. Removing vulgar or offending graffiti

*(cf. 5131.5 - Vandalism and Graffiti)*

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

5. Taking appropriate disciplinary action against students, employees and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true.

*(cf. 4118 - Suspension/Disciplinary Action)*

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

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

### **Process for Initiating and Responding to Complaints**

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

## **NONDISCRIMINATION/HARASSMENT (continued)**

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

### **Transgender and Gender-Nonconforming Students**

Gender identity of a student means-the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

**NONDISCRIMINATION/HARASSMENT** (continued)

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable.
3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her

**NONDISCRIMINATION/HARASSMENT** (continued)

private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR

99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

*(cf. 1340 - Access to District Records)*

*(cf. 3580 - District Records)*

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to

**NONDISCRIMINATION/HARASSMENT** (continued)

whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 - Athletic Competition)*

*(cf. 6153 - School-Sponsored Trips)*

*(cf. 7110 - Facilities Master Plan)*

**Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*



**NONDISCRIMINATION/HARASSMENT** (continued)

5. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.
6. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

*(cf. 5132 - Dress Code)*



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **BOARD POLICY 5125 STUDENT RECORDS (SECOND READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 5125 Student Records requires updates to reflect changes in Education Code related to all appropriate personnel receiving training regarding district policies and procedures for gathering and handling sensitive student information. (AR/E revised) Regulation and exhibit are updated to reflect the California Attorney General's model policy, developed pursuant to NEW LAW (AB 699), which requires that the annual parental notification include a statement that directory information does not include citizenship status, immigration status, place of birth, or national origin. BP 5125 is being brought to the Board of Trustees for approval for first reading.

**Fiscal Impact:**

There is no fiscal impact due to these updates.

**Recommendation:**

It is recommended that the Board of Trustees approves the revisions to Board Policy 5125 for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**STUDENT RECORDS**

The Board of Trustees recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.

The Superintendent or designee shall establish administrative regulations governing the identification, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records and shall protect students and their families from invasion of privacy.

*(cf. 3580 - District Records)*

*(cf. 4040 - Employee Use of Technology)*

*(cf. 5125.1 - Release of Directory Information)*

*(cf. 5125.3 - Challenging Student Records)*

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

*(cf. 5145.13 - Response to Immigration Enforcement)*

**STUDENT RECORDS (continued)**

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

**Contract for Digital Storage, Management, and Retrieval of Student Records**

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

*(cf. 3312 - Contracts)*

## STUDENT RECORDS

### Definitions

Student means any individual who is or has been in attendance at the district and regarding whom the district maintains student records. (34 CFR 99.3)

Attendance includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunication technologies for students who are not physically present in the classroom, and the period during which a person is working under a work-study program. (34 CFR 99.3)

Student records are any items of information (in handwriting, print, tape, film, computer, or other medium) gathered within or outside the district that are directly related to an identifiable student and maintained by the district, required to be maintained by an employee in the performance of his/her duties, or maintained by a party acting for the district. Any information maintained for the purpose of second-party review is considered a student record. Student records include the student's health record. (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3)

Student records do not include: (Education Code 49061, 49062; 5 CCR 430; 34 CFR 99.3) 1.

1. Directory information

(*cf. 5125.1 - Release of Directory Information*)

2. Informal notes compiled by a school officer or employee which remain in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a substitute employee

3. Records of the law enforcement unit of the district, subject to 34 CFR 99.8

(*cf. 3515 - Campus Security*)

(*cf. 3515.3 - District Police/Security Department*)

4. Records created or received by the district after an individual is no longer a student and that are not directly related to the individual's attendance as a student

5. Grades on peer-graded papers before they are collected and recorded by a teacher

Mandatory permanent student records are those records which are maintained in perpetuity and which schools have been directed to compile by state law, regulation, or administrative directive. (5 CCR 430)

**STUDENT RECORDS** (continued)

Mandatory interim student records are those records which the schools are directed to compile and maintain for specified periods of time and are then destroyed in accordance with state law, regulation, or administrative directive. (5 CCR 430)

Permitted student records are those records having clear importance only to the current educational process of the student. (5 CCR 430)

Disclosure means to permit access to, or the release, transfer, or other communication of, personally identifiable information contained in student records to any party, except the party that provided or created the record, by any means including oral, written, or electronic. (34 CFR 99.3)

Access means a personal inspection and review of a record or an accurate copy of a record, or receipt of an accurate copy of a record or an oral description or communication of a record, and a request to release a copy of any record. (Education Code 49061)

Personally identifiable information includes, but is not limited to: (34 CFR 99.3)

1. The student's name
2. The name of the student's parent/guardian or other family members
3. The address of the student or student's family
4. A personal identifier, such as the student's social security number, student number, or biometric record (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting)
5. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name
6. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty
7. Information requested by a person who the district reasonably believes knows the identity of the student to whom the student record relates

Adult student is a person who is or was enrolled in school and who is at least 18 years of age. (5 CCR 430)

Parent/guardian means a natural parent, an adopted parent, legal guardian, surrogate parent, or foster parent. (Education Code 49061, 56050, 56055)

**STUDENT RECORDS (continued)**

Legitimate educational interest is an interest held by any school official, employee, contractor, or consultant whose duties, responsibilities, or contractual obligations to the district, whether routine or as a result of special circumstances, require him/her to have access to student records. School officials and employees are officials or employees whose duties and responsibilities to the district, whether routine or as a result of special circumstances, require that they have access to student records.

Contractor or consultant is anyone with a formal written agreement or contract with the district regarding the provision of services or functions outsourced to him/her by the district. Contractor or consultant shall not include a volunteer or other party. (Education Code 49076)

Custodian of records is the employee responsible for the security of student records maintained by the district and for devising procedures for assuring that access to such records is limited to authorized persons. (5 CCR 433)

County placing agency means the county social service department or county probation department. (Education Code 49061)

**Persons Granted Absolute Access**

In accordance with law, absolute access to any student records shall be granted to:

1. Parents/guardians of students younger than age 18 years, including the parent who is not the student's custodial parent (Education Code 49069; Family Code 3025)
2. An adult student, or a student under the age of 18 years who attends a postsecondary institution, in which case the student alone shall exercise rights related to his/her student records and grant consent for the release of records (34 CFR 99.3, 99.5)
3. Parents/guardians of an adult student with disabilities who is age 18 years or older and has been declared incompetent under state law (Education Code 56041.5)

*(cf. 6159 - Individualized Education Program)*

**Access for Limited Purpose/Legitimate Educational Interest**

The following persons or agencies shall have access to those particular records that are relevant to their legitimate educational interest or other legally authorized purpose:

1. Parents/guardians of a student age 18 or older who is a dependent child as defined under 26 USC 152 (Education Code 49076; 34 CFR 99.31)
2. Students who are age 16 or older or who have completed the 10th grade (Education Code 49076; 34 CFR 99.31)

**STUDENT RECORDS (continued)**

3. School officials and employees, consistent with the definition provided in the section "Definitions" above (Education Code 49076; 34 CFR 99.31)
4. Members of a school attendance review board (SARB) who are authorized representatives of the district and any volunteer aide age 18 or older who has been investigated, selected, and trained by the SARB to provide follow-up services to a referred student (Education Code 49076)

(cf. 5113.1 - Chronic Absence and Truancy)

5. Officials and employees of other public schools, school systems, or postsecondary institutions where the student intends or is directed to enroll, including local, county, or state correctional facilities where educational programs leading to high school graduation are provided, or where the student is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer (Education Code 49076; 34 CFR 99.31)

Unless the annual parent/guardian notification issued pursuant to Education Code 48980 includes a statement that the district may disclose students' personally identifiable information to officials of another school, school system, or postsecondary institution where the student seeks or intends to enroll, the Superintendent or designee shall, when such a disclosure is made, make a reasonable attempt to notify the parent/guardian or adult student at his/her last known address, provide a copy of the record that is disclosed, and give the parent/guardian or adult student an opportunity for a hearing to challenge the record. (34 CFR 99.34)

6. Federal, state, and local officials, as needed for an audit, evaluation, or compliance activity related to a state or federally funded education program and in accordance with a written agreement developed pursuant to 34 CFR 99.35 (Education Code 49076; 34 CFR 99.3, 99.31, 99.35)
7. Any county placing agency acting as an authorized representative of a state or local educational agency which is required to audit or evaluate a state or federally supported education program pursuant to item #6 above (Education Code 49076)
8. Any person, agency, or organization authorized in compliance with a court order or lawfully issued subpoena (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

Unless otherwise instructed by the court, the Superintendent or designee shall, prior to disclosing a record pursuant to a court order or subpoena, give the parent/guardian or adult student at least three days' notice of the name of the requesting agency and the specific record requested, if lawfully possible within the requirements of the judicial order. (Education Code 49077; 5 CCR 435; 34 CFR 99.31)

9. Any district attorney who is participating in or conducting a truancy mediation program or participating in the presentation of evidence in a truancy petition (Education Code 49076)



**STUDENT RECORDS (continued)**

10. A district attorney's office for consideration against a parent/guardian for failure to comply with compulsory education laws (Education Code 49076)
11. Any probation officer, district attorney, or counsel of record for a minor student for the purposes of conducting a criminal investigation or an investigation in regards to declaring the minor student a ward of the court or involving a violation of a condition of probation, subject to evidentiary rules specified in Welfare and Institutions Code 701 (Education Code 49076)  
When disclosing records for these purposes, the Superintendent or designee shall obtain written certification from the recipient of the records that the information will not be disclosed to another party without prior written consent of the student's parent/guardian or the holder of the student's educational rights, unless specifically authorized by state or federal law. (Education Code 49076)
12. Any judge or probation officer for the purpose of conducting a truancy mediation program for a student or for the purpose of presenting evidence in a truancy petition pursuant to Welfare and Institutions Code 681 (Education Code 49076)  
In such cases, the judge or probation officer shall certify in writing to the Superintendent or designee that the information will be used only for truancy purposes. Upon releasing student information to a judge or probation officer, the Superintendent or designee shall inform, or provide written notification to, the student's parent/guardian within 24 hours. (Education Code 49076)
13. Any foster family agency with jurisdiction over currently enrolled or former students for purposes of accessing those students' records of grades and transcripts and any individualized education program developed and maintained by the district (Education Code 49069.3)

*(cf. 6173.1 - Education for Foster Youth)*

14. A student age 14 years or older who is both a homeless student and an unaccompanied minor as defined in 42 USC 11434a (Education Code 49076)

*(cf. 6173 - Education for Homeless Children)*

15. An individual who completes items #1-4 of the caregiver's authorization affidavit pursuant to Family Code 6552 and signs the affidavit for the purpose of enrolling a minor in school (Education Code 49076)
16. A caseworker or other representative of a state or local child welfare agency or tribal organization that has legal responsibility for the care and protection of a student, provided

**STUDENT RECORDS (continued)**

that the information is directly related to providing assistance to address the student's educational needs (Education Code 49076; 20 USC 1232(g))

17. Appropriate law enforcement authorities, in circumstances where Education Code 48902 requires that the district provide special education and disciplinary records of a student with disabilities who is suspended or expelled for committing an act violating Penal Code 245 (Education Code 48902, 49076)

When disclosing such records, the Superintendent or designee shall obtain written certification by the recipient of the records as described in item #11 above. (Education Code 49076)

18. Designated peace officers or law enforcement agencies in cases where the district is authorized by law to assist law enforcement in investigations of suspected criminal conduct or kidnapping and a written parental consent, lawfully issued subpoena, or court order is submitted to the district, or information is provided to it indicating that an emergency exists in which the student's information is necessary to protect the health or safety of the student or other individuals (Education Code 49076.5; 34 CFR 99.1-99.67) In such cases, the Superintendent or designee shall provide information about the identity and location of the student as it relates to the transfer of that student's records to another public school district or California private school. (Education Code 49076.5)

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

Any person, agency, or organization granted access is prohibited from releasing information to another person, agency, or organization without written permission from the parent/guardian or adult student unless specifically allowed by state law or the federal Family Educational Rights and Privacy Act. (Education Code 49076)

In addition, the parent/guardian or adult student may provide written consent for access to be granted to persons, agencies, or organizations not afforded access rights by law. The written consent shall specify the records to be released and the party or parties to whom they may be released. (Education Code 49075)

Only a parent/guardian having legal custody of the student may consent to the release of records to others. Either parent/guardian may grant consent if both parents/guardians notify the district, in writing, that such an agreement has been made. (Education Code 49061)

*(cf. 5021 - Noncustodial Parents)*

**STUDENT RECORDS (continued)****Discretionary Access**

At his/her discretion, the Superintendent or designee may release information from a student's records to the following:

1. Appropriate persons, including parents/guardians of a student, in an emergency if the health and safety of the student or other persons are at stake (Education Code 49076; 34 CFR 99.31, 99.32, 99.36)  
When releasing information to any such appropriate person, the Superintendent or designee shall record information about the threat to the health or safety of the student or any other person that formed the basis for the disclosure and the person(s) to whom the disclosure was made. (Education Code 49076; 34 CFR 99.32)  
Unless it would further endanger the health or safety of the student or other persons, the Superintendent or designee shall inform the parent/guardian or adult student within one week of the disclosure that the disclosure was made, of the articulable and significant threat to the health or safety of the student or other individuals that formed the basis for the disclosure, and of the parties to whom the disclosure was made.
2. Accrediting associations (Education Code 49076; 34 CFR 99.31)
3. Under the conditions specified in Education Code 49076 and 34 CFR 99.31, organizations conducting studies on behalf of educational institutions or agencies for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction, provided that: (Education Code 49076; 34 CFR 99.31)
  - a. The study is conducted in a manner that does not permit personal identification of parents/guardians and students by individuals other than representatives of the organization who have legitimate interests in the information.
2. The information is destroyed when no longer needed for the purposes for which the study is conducted.
3. The district enters into a written agreement with the organization that complies with 34 CFR 99.31.
4. Officials and employees of private schools or school systems where the student is enrolled or intends to enroll, subject to the rights of parents/guardians as provided in Education Code 49068 and in compliance with 34 CFR 99.34 (Education Code 49076; 34 CFR 99.31, 99.34)

**STUDENT RECORDS (continued)**

5. Local health departments operating countywide or regional immunization information and reminder systems and the California Department of Public Health, unless the parent/guardian has requested that no disclosures of this type be made (Health and Safety Code 120440)
6. Contractors and consultants having a legitimate educational interest based on services or functions which have been outsourced to them through a formal written agreement or contract by the district, excluding volunteers or other parties (Education Code 49076)

*(cf. 3600 - Consultants)*

When disclosing records for the above purposes, the Superintendent or designee shall obtain the necessary documentation to verify that the person, agency, or organization is a person, agency, or organization that is permitted to receive such records.

**De-identification of Records**

When authorized by law for any program audit, educational research, or other purposes, the Superintendent or designee may release information from a student record without prior consent of the parent/guardian or adult student after the removal of all personally identifiable information. Prior to releasing such information, the Superintendent or designee shall make a reasonable determination that the student's identity is not personally identifiable, whether through single or multiple releases and taking into account other reasonably available information. (Education Code 49074, 49076; 34 CFR 99.31)

**Process for Providing Access to Records**

Student records shall be maintained in a central file at the school attended by the student or, when records are maintained in different locations, a notation shall be placed in the central file indicating where other records may be found. Parents/guardians shall be notified of the location of student records if not centrally located. (Education Code 49069; 5 CCR 433)

The custodian of records shall be responsible for the security of student records and shall ensure that access is limited to authorized persons. (5 CCR 433)

The custodian of records shall develop reasonable methods, including physical, technological, and administrative controls, to ensure that school officials and employees obtain access to only those student records in which they have legitimate educational interests. (34 CFR 99.31)

To inspect, review, or obtain copies of student records, authorized persons shall submit a request to the custodian of records. Prior to granting the request, the custodian of records shall

**STUDENT RECORDS (continued)**

authenticate the individual's identity. For any individual granted access based on a legitimate educational interest, the request shall specify the interest involved.

When prior written consent from a parent/guardian is required by law, the parent/guardian shall provide a written, signed, and dated consent before the district discloses the student record. Such consent may be given through electronic means in those cases where it can be authenticated. The district's consent form shall specify the records that may be disclosed, state the purpose of the disclosure, and identify the party or class of parties to whom the disclosure may be made. Upon request by the parent/guardian, the district shall provide him/her a copy of the records disclosed. (34 CFR 99.30)

Within five business days following the date of request, a parent/guardian or other authorized person shall be granted access to inspect, review, and obtain copies of student records during regular school hours. (Education Code 49069)

Qualified certificated personnel shall be available to interpret records when requested. (Education Code 49069)

The custodian of records or the Superintendent or designee shall prevent the alteration, damage, or loss of records during inspection. (5 CCR 435)

**Access Log**

A log shall be maintained for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the records and the legitimate educational interest of the requester. (Education Code 49064)

In every instance of inspection by persons who do not have assigned educational responsibility, the custodian of records shall make an entry in the log indicating the record inspected, the name of the person granted access, the reason access was granted, and the time and circumstances of inspection. (5 CCR 435)

The log may include record of access by: (Education Code 49064)

1. Parents/guardians or adult students
2. Students who are 16 years of age or older or who have completed the 10th grade
3. Parties obtaining district-approved directory information
4. Parties who provide written parental consent, in which case the consent notice shall be filed with the record pursuant to Education Code 49075
5. School officials and employees who have a legitimate educational interest

**STUDENT RECORDS (continued)**

The log shall be accessible only to the parent/guardian, adult student, dependent adult student, student who is age 16 years or older or who has completed the 10th grade, custodian of records, and certain state or federal officials. (Education Code 49064; 5 CCR 432)

**Duplication of Student Records**

To provide copies of any student record, the district shall charge a reasonable fee not to exceed the actual cost of providing the copies. No charge shall be made for providing up to two transcripts or up to two verifications of various records for any former student. No charge shall be made to locate or retrieve any student record. (Education Code 49065)

*(cf. 3260 - Fees and Charges)*

**Changes to Student Records**

Only a parent/guardian having legal custody of a student or an adult student may challenge the content of a record or offer a written response to a record. (Education Code 49061)

*(cf. 5125.3 - Challenging Student Records)*

No additions except routine updating shall be made to a student's record after high school graduation or permanent departure without prior consent of the parent/guardian or adult student. (5 CCR 437)

A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

*(cf. 5145.3 - Nondiscrimination/Harassment)*

**Retention and Destruction of Student Records**

All anecdotal information and assessment reports maintained as student records shall be dated and signed by the individual who originated the data. (5 CCR 431)

The following mandatory permanent student records shall be kept indefinitely: (5 CCR 432, 437)

1. Legal name of student
2. Date and place of birth and method of verifying birth date
3. Sex of student
4. Name and address of parent/guardian of minor student
  1. Address of minor student if different from the above
  2. Annual verification of parent/guardian's name and address and student's residence

*(cf. 5111 - Admission)*

**STUDENT RECORDS (continued)**

*(cf. 5111.1 - District Residency)*

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

5. Entrance and departure dates of each school year and for any summer session or other extra session
6. Subjects taken during each year, half-year, summer session, or quarter, and marks or credits given

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

7. Verification of or exemption from required immunizations

*(cf. 5141.31 - Immunizations)*

8. Date of high school graduation or equivalent

Mandatory interim student records, unless forwarded to another district, shall be maintained subject to destruction during the third school year after the school year in which they originated, following a determination that their usefulness has ceased or the student has left the district. These records include: (Education Code 48918, 51747; 5 CCR 432, 437, 16027)

1. Expulsion orders and the causes therefore

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

2. A log identifying persons or agencies who request or receive information from the student record
3. Health information, including verification or waiver of the health screening for school entry

*(cf. 5141.32 - Health Screening for School Entry)*

4. Information on participation in special education programs, including required tests, case studies, authorizations, and evidence of eligibility for admission or discharge

*(cf. 6159 - Individualized Education Program)*

*(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)*

5. Language training records

*(cf. 6174 - Education for English Language Learners)*

**STUDENT RECORDS (continued)**

6. Progress slips/notices required by Education Code 49066 and 49067
7. Parental restrictions/stipulations regarding access to directory information
8. Parent/guardian or adult student rejoinders to challenged records and to disciplinary action
9. Parent/guardian authorization or denial of student participation in specific programs
10. Results of standardized tests administered within the past three years

*(cf. 6162.51 - State Academic Achievement Tests)*

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

11. Written findings resulting from an evaluation conducted after a specified number of missed assignments to determine whether it is in a student's best interest to remain in independent study

*(cf. 6158 - Independent Study)*

Permitted student records may be destroyed six months after the student completes or withdraws from the educational program, including: (5 CCR 432, 437)

1. Objective counselor and/or teacher ratings
2. Standardized test results older than three years
3. Routine disciplinary data
4. Verified reports of relevant behavioral patterns
5. All disciplinary notices
6. Supplementary attendance records

*(cf. 5144 - Discipline)*

Records shall be destroyed in a way that assures they will not be available to possible public inspection in the process of destruction. (5 CCR 437)

**Transfer of Student Records**

When a student transfers into this district from any other school district or a private school, the Superintendent or designee shall inform the student's parent/guardian of his/her rights regarding student records, including the right to review, challenge, and receive a copy of student records. (Education Code 49068; 5 CCR 438)



**STUDENT RECORDS (continued)**

When a student transfers into this district from another district, the Superintendent or designee shall request that the student's previous district provide any records, either maintained by that district in the ordinary course of business or received from a law enforcement agency, regarding acts committed by the transferring student that resulted in his/her suspension or expulsion.

(Education Code 48201)

*(cf. 4158/4258/4358 - Employee Security)*

*(cf. 5119 - Students Expelled From Other Districts)*

When a student transfers from this district to another school district or to a private school, the Superintendent or designee shall forward a copy of the student's mandatory permanent record within 10 school days of the district's receipt of the request for the student's records. The original record or a copy shall be retained permanently by this district. If the transfer is to another California public school, the student's entire mandatory interim record shall also be forwarded. If the transfer is out of state or to a private school, the mandatory interim record may be forwarded. Permitted student records may be forwarded to any other district or private school.

(Education Code 48918, 49068; 5 CCR 438)

Upon receiving a request from a county placing agency to transfer a student in foster care out of a district school, the Superintendent or designee shall transfer the student's records to the next educational placement within two business days. (Education Code 49069.5)

All student records shall be updated before they are transferred. (5 CCR 438)

Student records shall not be withheld from the requesting district because of any charges or fees owed by the student or parent/guardian. (5 CCR 438)

If the district is withholding grades, diploma, or transcripts from the student because of his/her damage or loss of school property, this information shall be sent to the requesting district along with the student's records.

*(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)*

**Notification of Parents/Guardians**

Upon any student's initial enrollment, and at the beginning of each school year thereafter, the Superintendent or designee shall notify parents/guardians and eligible students, in writing, of their rights related to student records. If 15 percent or more of the students enrolled in the district speak a single primary language other than English, then the district shall provide these notices to that language. Otherwise, the district shall provide these notices in the student's home language insofar as practicable. The district shall effectively notify parents/guardians or eligible students with disabilities. (Education Code 49063, 48985; 34 CFR 99.7)

*(cf. 5145.6 - Parental Notifications)*

**STUDENT RECORDS (continued)**

The notice shall include: (Education Code 49063; 34 CFR 99.7, 99.34)

1. The types of student records kept by the district and the information contained therein
2. The title(s) of the official(s) responsible for maintaining each type of record
3. The location of the log identifying those who request information from the records
4. District criteria for defining school officials and employees and for determining legitimate educational interest
5. District policies for reviewing and expunging student records
6. The right to inspect and review student records and the procedures for doing so
7. The right to challenge and the procedures for challenging the content of a student record that the parent/guardian or student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
8. The cost, if any, charged for duplicating copies of records
9. The categories of information defined as directory information pursuant to Education Code 49073
10. The right to consent to disclosures of personally identifiable information contained in the student's records except when disclosure without consent is authorized by law
11. Availability of the curriculum prospectus developed pursuant to Education Code 49091.14 containing the titles, descriptions, and instructional aims of every course offered by the school

*(cf. 5020 - Parent Rights and Responsibilities)*

12. Any other rights and requirements set forth in Education Code 49060-49078, and the right of parents/guardians to file a complaint with the U.S. Department of Education concerning an alleged failure by the district to comply with 20 USC 1232g
13. A statement that the district forwards education records to other agencies or institutions that request the records and in which the student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment

**STUDENT RECORDS (continued)**

In addition, the annual parental notification shall include a statement that a student's citizenship status, immigration status, place of birth, or any other information indicating national origin will not be released without parental consent or a court order.

**Student Records from Social Media**

If the district contracts with a third party to gather information on a student from social media, ensure that the contract:

1. Prohibits the third party from using the information for purposes other than those specified in the contract or from selling or sharing the information with any person or entity other than the district, the student, or his/her parent/guardian
2. Requires the third party to destroy the information immediately upon satisfying the terms of the contract, or when the district notifies the third party that the student has turned 18 years of age or is no longer enrolled in the district, whichever occurs first



Fountain Valley School District  
Educational Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **BOARD POLICY 5131.2 BULLYING (SECOND READING AND ADOPTION)**  
DATE: August 31, 2018

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**Background:**

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

Board Policy 5131.2 is being updated to further detail the District's policy prohibiting discrimination, harassment, intimidation and bullying based on nationality, ethnicity, immigration status, etc. In addition, language has been included regarding education for students on the negative effects of bullying based on immigration status or religious beliefs, as well as staff training regarding their legal duty to respond to harassment based on immigration status or religious beliefs. BP 5131.2 is being brought to the Board of Trustees for approval for first reading.

**Fiscal Impact:**

There is no fiscal impact due to these updates.

**Recommendation:**

It is recommended that the Board of Trustees approve the revisions to Board Policy 5131.2 for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

**BULLYING**

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

*(cf. 5131 - Conduct)*

*(cf. 5136 - Gangs)*

*(cf. 5145.3 - Nondiscrimination/Harassment) (cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

**Definitions**

1. Bullying means any severe or pervasive physical or verbal act or conduction, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in 48900.2, 48900.3, or 48900.4, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
  1. Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
  2. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
  3. Causing a reasonable student to experience substantial interference with his or her academic performance.
  4. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
2. Cyberbullying means the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

*(cf. 5195.2 - Freedom of Speech/Expression)*

While not an exhaustive list, examples of bullying/cyberbullying might include:

1. Direct physical contact, such as hitting or shoving
2. Threats to harm another person
3. Oral or written assaults, such as teasing or name-calling

**BULLYING** (continued)

4. Social isolation or manipulation
5. Posting harassing messages, direct threats, social cruelty or other harmful texts, sounds, or images on the Internet, including social networking sites
6. Posting or sharing false or defamatory information about another person
7. Posting or sharing information about another person that is private
8. Pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships
9. Posting or sharing photographs of other people without their permission
10. Spreading hurtful or demeaning materials created by another person (e.g. forwarding offensive emails or text messages)
11. Retaliating against someone for complaining that they have been bullied
12. Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager.
13. Reasonable student means a student, including, but not limited to, a student with disabilities, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her disabilities.

The district prohibits all forms of bullying and cyberbullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code 422.55 and Education Code 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 234.1(a); 48900(r))

*(cf. 0410 - Nondiscrimination in district Programs or Activities)*

*(cf. 5145.7 - Sexual Harassment)*

In addition, the district prohibits retaliation against complainants.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

**BULLYING** (continued)

*(cf. 6020 - Parent Involvement)*

**Bullying Prevention**

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies

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*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences
2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims
3. Identify the signs of bullying or harassing behavior
4. Take immediate corrective action when bullying is observed

**BULLYING** (continued)

5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

**Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

**Complaints and Investigation**

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 1312.3 - Uniform Complaint Procedures.

The identity of a complainant alleging discrimination, harassment, or bullying shall remain confidential as appropriate within the dual contexts of the district's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation, and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the district will comply with requests for confidentiality to the extent possible.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.



## **BULLYING (continued)**

If the student is using a social networking site or service to bully or harass another student, the Superintendent or designee shall file a request with the networking site or service to suspend privileges of the student and to have the material removed

### **Discipline**

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

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

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

Policy  
approved:

**FOUNTAIN VALLEY SCHOOL DISTRICT**  
Fountain Valley, California



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: **Resolution 2019-06 – GANN Amendment Appropriations Limitation**  
DATE: August 28, 2018

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**Background:**

According to Education Code Sections 1629 and 42132, each year governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriations limit is the dollar amount that a District can expend in one fiscal year. The District did not exceed its appropriation limit of \$35.1 million for 2017-18. The estimated appropriation limit for 2018-19 is \$36.4 million. The calculation of the appropriation limit is available for public review in the Business Services Office.

**Recommendation:**

It is recommended that the Governing Board adopts **RESOLUTION 2019-06**, identifying the 2017-18 actual appropriation limit and the 2018-19 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2019-06  
GANN AMENDMENT  
APPROPRIATIONS LIMIT**

**WHEREAS**, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

**WHEREAS**, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

**WHEREAS**, the District must establish a revised Gann limit for the 2017-18 fiscal year and a projected Gann Limit for the 2018-19 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

**NOW, THEREFORE, BE IT RESOLVED** that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2017-18 and 2018-19 fiscal years are made in accord with applicable constitutional and statutory law;

**AND BE IT FURTHER RESOLVED** that this Board does hereby declare that the appropriations in the Budget for the 2017-18 and 2018-19 fiscal years do not exceed the limitations imposed by Proposition 4;

**AND BE IT FURTHER RESOLVED** that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

ADOPTED ON THIS 6<sup>th</sup> DAY OF SEPTEMBER 2018.

SIGNED \_\_\_\_\_

Jeanne Galindo  
Clerk, Board of Trustees

Fountain Valley, California  
County of Orange, State of California



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: **2017-18 Capital Facilities Fund / Developer Fees**  
DATE: August 28, 2018

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**Background:**

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

Section 66006 (b)(1)

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

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

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

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2017-18 as required under section 66006(b)(1).

**Recommendation:**

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

# **DEVELOPER FEES - DATA COLLECTION LOC**

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

**BEGINNING FUND BALANCE:**

**979,901.41**

**REVENUE DETAIL:**

	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR SCHOOL SITE(S)	INVESTMENT GAIN/(LOSS)	INTEREST EARNED	TOTAL REVENUE
1	7/1/2017-6/30/2017	Interest						13,116.13	13,116.13
2	7/5/2017	Phan, Quoc (Warner Plaza)	C	2598	805.38	Cox			805.38
3	7/7/2017	Ribiero, Krish	R	778	1517.10	Oka			1,517.10
4	7/11/2017	Vu, Hank	R	646	1259.70	Gisler			1,259.70
5	7/12/2017	Luu, Tu	R	2594	5058.30	Tamura			5,058.30
6	7/14/2017	Hoang, Lien	R	1200	2340.00	Newland			2,340.00
7	7/19/2017	Nguyen, Tyrone	R	526	1025.70	Plavan			1,025.70
8	7/20/2017	Le, Dao	R	988	1926.60	Tamura			1,926.60
9	8/1/2017	Luu, Tu Refund	R	2594	-5058.30	Tamura			(5,058.30)
10	8/1/2017	Vu, John	R	3598	7016.10	Cox			7,016.10
11	8/9/2017	Luu, Tu	R	2594	5058.30	Tamura			5,058.30
12	8/30/2017	Bhakta, Bhadresh Refund	R	926	-3328.65	Tamura			(3,328.65)
13	8/30/2017	Bhakta, Bhadresh	R	926	1805.70	Tamura			1,805.70
14	9/11/2017	Pham, Sandy	R	950	1852.50	Plavan			1,852.50
15	9/15/2017	Luu, Vinh	R	634	1236.30	Newland			1,236.30
16	9/19/2017	Bui, Tuong	R	638	1244.10	Cox			1,244.10
17	9/20/2017	Curry, Ian	R	560	1092.00	Oka			1,092.00
18	9/21/2017	Tran, Noreen	R	1621	3160.95	Plavan			3,160.95
19	9/29/2017	Ho, Ninh Ly	R	608	1185.60	Oka			1,185.60
23	10/4/2017	Tran, Christine	R	680	1326.00	Gisler			1,326.00
24	10/10/2017	Trans, Steven	R	3886	7577.70	Courreges			7,577.70
25	10/24/2017	Burns, Jake & Candice	R	1116	2176.20	Newland			2,176.20
	11/6/2017	Tien, Giang	R	1490	2905.50	Courreges			2,905.50
	12/1/2017	No School Fees For December							0.00
	1/8/2018	Nguyen, Khanh	R	900	1755.00	Courreges			1,755.00
	1/8/2018	Nguyen, Khanh	R	400	780.00	Courreges			780.00
	1/8/2018	Nguyen, Phoung	R	2460	4797.00	Cox			4,797.00
	1/8/2018	Ross, Allison & Jeff	R	1282	2499.90	Gisler			2,499.90
	1/12/2018	Artounian, Harvik	R	638	1244.10	Courreges			1,244.10
	1/25/2018	Burns, Jake & Candice	R	37	72.15	Newland			72.15
	2/1/2018				1719.90				1,719.90
	3/19/2018	Nguyen, David	R	797	1554.15	Cox			1,554.15
	4/3/2018	Beach Point Church	C	312	96.72	Tamura			96.72
	5/9/2018	Nguyen, Kim Lan Bui	R	1455	2837.25	Tamura			2,837.25
	5/22/2018	Britton, James & Stacey	R	553	1078.35	Newland			1,078.35
	5/23/2018	Wang, Ray	R	576	1123.20	Gisler			1,123.20
	5/31/2018	Downes, Steve	R	1713	3340.35	Courreges			3,340.35

6/5/2018	Nguyen, Vinh	R		1188	2316.60	Cox			2,316.60
6/25/2018	Huffman, Garry	R		1020	1989.00	Tamura			1,989.00
6/28/2018	LeRoux, Marc	R		1012	1973.40	Plavan			1,973.40

Total 85,475.98

### DEVELOPER FEES - DATA COLLECTION LOC

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

#### EXPENDITURE DETAIL:

	DATE	PUBLIC IMPROVEMENT PROJECT	COST OF EACH IMPROVEMENT P.O. #	% OF PROJECT FUNDED WITH FEES	ESTIMATED START DATE OF PROJECT	School Site	REPAYMENT DATE OF LOAN	REFUND FEES TO	AMOUNT OF REFUND	TOTAL EXPENDITURE
1	7/1/2017-6/30/2018	Admin Fee Exp								1,919.42
2	7/1/2017-6/30/2018	Interest Exp								626.23
									Total	2,545.65

ENDING FUND BALANCE: 1,062,831.74

2018/2019

**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: August 21, 2018

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

Board Meeting Date: September 6, 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
N/A	Olive Crest Academy W19018	N/A	July 1, 2018 to June 30, 2019
	Olive Crest Academy W19019	\$24.00	July 1, 2018 to June 30, 2019
	Olive Crest Academy W19020	\$24.00	July 1, 2018 to June 30, 2019
	Olive Crest Academy W19021	\$24.00	July 1, 2018 to June 30, 2019

Approved by the FVSD Board of Trustees  
September 6, 2018

Dr. Mark Johnson  
Superintendent

Date:

AMENDMENT NO. 1  
TO  
MASTER CONTRACT #W19018, DATED JUNE 21, 2018  
BETWEEN  
FOUNTAIN VALLEY SCHOOL DISTRICT  
AND  
OLIVE CREST ACADEMY

This Amendment No. 1 to the Master Contract (W19018) dated June 21, 2018 is made and entered into this 6th day of September, 2018, between the Fountain Valley School District, hereinafter referred to as "District," and Olive Crest Academy, hereinafter referred to as "Contractor." The parties mutually agree to amend the existing Master Contract as follows:

1. Exhibit A: Rates is amended to reflect the newly approved service rates set forth by the Orange County SELPA Directors rate panel for the period of July 1, 2018 through June 30, 2019.
2. Except as amended and set forth herein, all other terms and conditions of the Master Contract dated June 21, 2018 shall remain in full force and effect.

CONTRACTOR,

Olive Crest Academy

Nonpublic School/Agency

LEA,

Fountain Valley School District

By: \_\_\_\_\_

Signature

\_\_\_\_\_ Date

By: \_\_\_\_\_

Signature

\_\_\_\_\_ Date

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

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



# EXHIBIT A: RATES

CONTRACTOR Olive Crest Academy  
(NONPUBLIC SCHOOL OR AGENCY)

CONTRACTOR NUMBER W19018 2018-2019  
(CONTRACT YEAR)

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

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

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

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

	Original	Revised	Period
A. <u>Basic Education Program/Special Education Instruction</u>	\$ 184.75	\$ 184.75	Per Diem
Basic Education Program/Dual Enrollment			

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

## B. Related Services

	Original	Revised	
(1) a. Transportation – Round Trip	45.46-55.96-66.56	45.55-56.08-66.68	Per Day
b. Transportation – One Way			
c. Parent*			
(2) a. Educational Counseling – Individual	Inclusive	Inclusive	30-min Session
b. Educational Counseling – Group of _____	Inclusive	Inclusive	30-min Session
c. Counseling – Parent	\$ 109.22	\$ 109.44	Per Hour
(3) a. Adapted Physical Education – Individual			
b. Adapted Physical Education – Group of _____			
(4) a. Language and Speech Therapy – Individual	\$ 55.71	\$ 55.71	30-min Session
b. Language and Speech Therapy – Group of 2	\$ 55.71	\$ 55.71	30-min Session
c. Language and Speech Therapy – Group of 3			
d. Language and Speech – Assessment	\$ 127.58	\$ 127.58	Per Hour
e. Language and Speech – Consultation Rate			
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)			
b. Additional Instructional Assistant – Group of 2			
c. Additional Instructional Assistant – Group of 3			
(6) Intensive Special Education Instruction**			
(7) Physical Therapy			
(8) a. Behavior Intervention and Development (BID)	Inclusive	Inclusive	Per Hour
b. Behavior Intervention and Implementation (BII)	Inclusive	Inclusive	Per Hour
c. Behavior Intervention – Supervision			
Provided by: _____			
d. Behavior Support Services (outside of school hours)	\$ 109.22	\$ 109.44	Per Hour
(9) a. Behavioral Assistant – 1:1 Classroom	\$ 122.08	\$ 122.32	Per Day
a. Behavioral Assistant – During Transit	\$ 63.70	\$ 63.82	Per Day
(10) Translation Services	\$ 75.00	\$ 75.00	Per IEP
(11) Nursing Services	\$ 95.00	\$ 95.00	Per Day
(12) Re-Connect Program			
a. In-home Assessment and Plan Development (up to 4 hours)	\$ 125.00	\$ 125.00	Per Hour
b. Student Counseling	\$ 125.00	\$ 125.00	Per Hour
c. Parent Counseling	\$ 125.00	\$ 125.00	Per Hour

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

\*\*By credentialed Special Education Teacher.

2018/2019

HBUHSD Contract No. **W19019**  
Please refer to this number on correspondence, invoices, etc.

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 6th of September, 2018 between the Fountain Valley School District, County of Orange and Olive Crest Academy for  
(Local Education Agency) (Nonpublic School or Agency)

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

of Orange County.

**ORIGINAL CONTRACT – July 01, 2018 to June 30, 2019**

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 184.75	200	\$ 36,950.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language – Individual (1x30min/wk)	NPS	30 Minutes	\$ 55.71	43	2,395.53
Behavior Intervention Implementation – BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development – BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	12	0.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 55.96	200	11,192.00
TOTAL ORIGINAL CONTRACT COST:					\$ 50,537.53

**AMENDMENT #1 CONTRACT – July 01, 2018 to June 30, 2019**

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Transportation – Zone 2 (RT/day)	NPS	Per Diem	\$ .12	200	\$ 24.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 24.00

**AMENDED CONTRACT – July 01, 2018 to June 30, 2019**

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 184.75	200	\$ 36,950.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language – Individual (1x30min/wk)	NPS	30 Minutes	\$ 55.71	43	2,395.53
Behavior Intervention Implementation – BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development – BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	12	0.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 56.08	200	11,216.00
TOTAL AMENDED CONTRACT COST:					\$ 50,561.53

This AMENDED Service shall begin on July 1, 2018 and shall terminate at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

-CONTRACTOR-

Olive Crest Academy

(Name of Nonpublic School/Agency)

(Contracting Officer's Signature)

(Type Name and Title)

-DISTRICT-

Fountain Valley School District

(Name of School District)

(Signature)

Date

Dr. Mark Johnson

(Type Name of Superintendent)



2018/2019

HBUHSD Contract No. W19020  
Please refer to this number on correspondence, invoices, etc.

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 6th of September, 2018 between the Fountain Valley School District, County of Orange and Olive Crest Academy for  
(Local Education Agency) (Nonpublic School or Agency)  
\_\_\_\_ born on \_\_\_\_\_, who is a resident of Fountain Valley School District  
(Name of Student) (Date of Birth) (Local Education Agency)  
of Orange County.

ORIGINAL CONTRACT – July 01, 2018 to June 30, 2019

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 184.75	200	\$ 36,950.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 55.96	200	11,192.00
TOTAL ORIGINAL CONTRACT COST:					\$ 48,142.00

AMENDMENT #1 CONTRACT – July 01, 2018 to June 30, 2019

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Transportation – Zone 2 (RT/day)	NPS	Per Diem	\$ .12	200	\$ 24.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 24.00

AMENDED CONTRACT – July 01, 2018 to June 30, 2019

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 184.75	200	\$ 36,950.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 56.08	200	11,216.00
TOTAL AMENDED CONTRACT COST:					\$ 48,166.00

This AMENDED Service shall begin on July 1, 2018 and shall terminate at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

-CONTRACTOR-

Olive Crest Academy

(Name of Nonpublic School/Agency)

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

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

-DISTRICT-

Fountain Valley School District

(Name of School District)

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

\_\_\_\_\_  
Date

Dr. Mark Johnson

(Type Name of Superintendent)

2018/2019

HBUHSD Contract No. W19021  
Please refer to this number on correspondence, invoices, etc.

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 6th of September, 2018 between the Fountain Valley School District, County of Orange and Olive Crest Academy for  
(Local Education Agency) (Nonpublic School or Agency)  
- (Name of Student) born on \_\_\_\_\_, who is a resident of Fountain Valley School District  
(Date of Birth) (Local Education Agency)  
of Orange County.

**ORIGINAL CONTRACT – July 01, 2018 to June 30, 2019**

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 184.75	200	\$ 36,950.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language – Individual (1x30min/wk)	NPS	30 Minutes	\$ 55.71	43	2,395.53
Behavior Intervention Implementation – BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development – BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	12	0.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 55.96	200	11,192.00
TOTAL ORIGINAL CONTRACT COST:					\$ 50,537.53

**AMENDMENT #1 CONTRACT – July 01, 2018 to June 30, 2019**

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Transportation – Zone 2 (RT/day)	NPS	Per Diem	\$ .12	200	\$ 24.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 24.00

**AMENDED CONTRACT – July 01, 2018 to June 30, 2019**

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 184.75	200	\$ 36,950.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	86	0.00
Speech/Language – Individual (1x30min/wk)	NPS	30 Minutes	\$ 55.71	43	2,395.53
Behavior Intervention Implementation – BII (5x60min/wk)	NPS	Inclusive	\$ 0.00	43	0.00
Behavior Intervention Development – BID (1x60min/mo)	NPS	Inclusive	\$ 0.00	12	0.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 56.08	200	11,216.00
TOTAL AMENDED CONTRACT COST:					\$ 50,561.53

This AMENDED Service shall begin on July 1, 2018 and shall terminate at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

-CONTRACTOR-

Olive Crest Academy

(Name of Nonpublic School/Agency)

(Contracting Officer's Signature)

(Type Name and Title)

-DISTRICT-

Fountain Valley School District

(Name of School District)

(Signature)

Date

Dr. Mark Johnson

(Type Name of Superintendent)