



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

April 25, 2019

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

M _____
 2nd _____
 V _____

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

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

- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*

The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

- OPEN SESSION: 6:30PM
- PLEDGE OF ALLEGIANCE will be led by Girl Scouts and Boy Scouts from Gisler School.

SPECIAL PRESENTATIONS

1. RECOGNITION OF COX SCHOOL PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Cox School, the Board shall recognize and thank Elizabeth Hindman and Valerica Anaya.

2. RECOGNITION OF GISLER SCHOOL PARENT VOLUNTEERS

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

3. RECOGNITION OF COX SCHOOL STUDENTS

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

4. RECOGNITION OF GISLER SCHOOL STUDENTS

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

- RECESS

STAFF REPORTS AND PRESENTATIONS

5. PRESENTATION AND UPDATE OF PROCESS FOLLOWED AND PROPOSALS RECEIVED FOR THE POTENTIAL SALE OR LEASE OF THE DISTRICT’S FORMER FRED MOIOLA SCHOOL SITE PURSUANT TO THE DISTRICT’S REQUEST FOR PROPOSAL PROCESS

In response to the RFP, the District received several proposals to purchase the Property pursuant to a purchase and sale agreement, and fewer to either lease the Property pursuant to a short lease of the Property in its current state, or lease the Property pursuant to a long term ground lease of the Property in a manner which allows for its development. At its regularly scheduled Board Meeting on March 28th, a presentation summarizing the mostly finalized RFP process and proposals received, and recommend next steps in the process was provided to the Board of Trustees. This evening’s presentation and update are intended to guide the Board of Trustees as they work to identify the most beneficial proposal (or rank of proposals).

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

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

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

LEGISLATIVE SESSION

- 6. RESOLUTION 2019-15: IN CELEBRATION OF MAY 8, 2019 AS CALIFORNIA’S DAY OF THE TEACHER AND MAY 6-10, 2019 AS TEACHER APPRECIATION WEEK**

M _____
 2nd _____
 V _____

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

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2019-15: In Celebration of May 8, 2019 as California’s Day of the Teacher and May 6-10, 2019 as Teacher Appreciation Week.

- 7. **RESOLUTION 2019-16: IN CELEBRATION OF FOUNTAIN VALLEY SCHOOL DISTRICT’S CLASSIFIED EMPLOYEE WEEK: MAY 20-24, 2019** M ___
2nd ___
V ___

In celebration of our classified professionals who provide valuable services to the schools and students of the Fountain Valley School District, the District is honored to celebrate May 20-24, 2019 as Classified Employee Week.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2019-16 in celebration of Fountain Valley School District’s Classified Employee Week.

- 8. **RESOLUTION 2019-17: RESOLUTION OF APPRECIATION TO OUR SCHOOL NURSES ON NATIONAL SCHOOL NURSE DAY, MAY 8, 2019** M ___
2nd ___
V ___

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

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2019-17: Resolution of Appreciation to our School Nurses on National School Nurse Day, May 8, 2019.

- 9. **PROCLAMATION OF APPRECIATION TO OUR SPEECH/LANGUAGE PATHOLOGISTS DURING MAY 2019: BETTER SPEECH AND HEARING MONTH** M ___
2nd ___
V ___

In honor of our outstanding Speech/Language Pathologists who have earned the admiration and respect of our teachers, administrators, students, parents and the Board as they raise public awareness of speech and language, we are pleased to celebrate them during May 2019: Better Speech and Hearing Month.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the Proclamation of Appreciation to our Speech/Language Pathologists during May 2019: Better Speech and Hearing Month.

- 10. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M ___
2nd ___
V ___

All items listed under the Consent Calendar and Routine Items of Business are considered by the Board of Trustees to be routine and will be enacted by the

Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

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

Routine Items of Business

- 10-A.** Board Meeting Minutes from March 7th special meeting
- 10-B.** Board Meeting Minutes from March 10th special meeting
- 10-C.** Board Meeting Minutes from March 14th regular meeting
- 10-D.** Board Meeting Minutes from March 28th regular meeting
- 10-E.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 10-F.** Donations
- 10-G.** Warrants
- 10-H.** Purchase Order Listing
- 10-I.** Budget Transfers and Adjustments

Consent Items

10-J. WILLIAMS QUARTERLY REPORT FOR THIRD QUARTER 2018-19

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the third quarter of the 2018-19 year and approves its submittal to the Orange County Department of Education.

10-K. RETAINER AGREEMENT FOR LEGAL SERVICES IN 2019-20 SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES

Superintendent's Comments: It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2019-20 with the Law Offices of Margaret A. Chidester & Associates.

10-L. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2018-2019-E

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-2019-E.

10-M. APPROVAL OF THE CONTRACT WITH FRONTLINE TECHNOLOGY GROUP LLC/FRONTLINE EDUCATION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Frontline Technologies Group LLC/Frontline Education for the absence management and time and attendance system to be utilized by the Fountain Valley School District effective the 2019-2020 school year.

10-N. 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	(\$1,168.83)	1/7/19-6/30/19
Olive Crest Academy	(\$1,168.83)	1/7/19-6/30/19
Professional Tutors of America, Inc.	N/A	4/25/19-6/30/19
Professional Tutors of America, Inc.	\$3,112.50	4/25/19-6/21/19
Olive Crest Academy	\$14,690.63	3/22/19-6/30/19

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, May 16, 2019 at 6:30pm.

A copy of the Board Meeting agenda is posted on the District’s web site (). 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.



SO 2018-19/B19-37
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: COX SCHOOL**
DATE: April 16, 2019

Background:

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

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

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

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

Cox School

♥ Elizabeth Hindman
♥ Valerica Anaya



SO 2018-19/B19-36
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RECOGNITION OF PARENT VOLUNTEERS: GISLER SCHOOL**
DATE: April 16, 2019

Background:

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

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

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

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

Gisler School

♥ Carrie McCormick
♥ Hanh Nguyen



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: COX**
DATE: April 8, 2019

Background:

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on April 25, 2019, the following six students from **Cox School** will be recognized:

Cox School

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade

Dan Nguyenkhoa
Moussa Mansour
Adriana Le
Stella Oelschlager
Quin Hindman
Junir Masoud



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Steve McLaughlin, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **STUDENT RECOGNITION PROGRAM: GISLER**
DATE: April 8, 2019

Background:

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

- extraordinary effort
- achievement
- improvement

At the Board Meeting on April 25, 2019, the following six students from **Gisler School** will be recognized:

Gisler School

Kindergarten
First Grade
Second Grade
Third Grade
Fourth Grade
Fifth Grade

Colton Simkovich
Jasmine Taylor
Norah Padilla
Kayden Kakuuchi
Payton Koch
Jasmine Vo



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **PRESENTATION OF PROCESS FOLLOWED AND PROPOSALS RECEIVED FOR THE POTENTIAL SALE OR LEASE OF THE DISTRICT'S FORMER FRED MOIOLA SCHOOL SITE PURSUANT TO THE DISTRICT'S REQUEST FOR PROPOSAL PROCESS**
DATE: April 16, 2019

Background:

The District's Board ("Board") previously declared certain real property located at 9790 Finch Avenue, Fountain Valley, California 92708, commonly known as the Fred Moiola School Site ("the Property"), surplus property pursuant to the Education Code section 17455 *et seq.* Pursuant to the District's further instruction, District staff also received a waiver from the State Board of Education ("SBE"), authorizing the District to pursue the sale or lease of the Property through a Request for Proposals ("RFP") process. The District released a RFP seeking proposals from parties interested in acquiring the Property through purchase, lease of the existing Property and its facilities, or long term ground lease and redevelopment of the Property.

In response to the RFP, the District received several proposals to purchase the Property pursuant to a purchase and sale agreement, and fewer to either lease the Property pursuant to a short lease of the Property in its current state, or lease the Property pursuant to a long term ground lease of the Property in a manner which allows for its development. This presentation will summarize the mostly finalized RFP process and proposals received, and recommend the final steps in this process in order to identify the most beneficial proposal (or rank of proposals) at a future Board Meeting.

Recommendation:

Administration recommends that the Board authorize it to finalize its review and assessment of the received proposals in order to update the Board with final proposals at a future Board Meeting, at which time the Board may select the most beneficial proposal (or rank of proposals).



Fountain Valley School District
RESOLUTION 2019-15

**IN CELEBRATION OF
MAY 8, 2019 AS CALIFORNIA’S DAY OF THE TEACHER
AND
MAY 6-10, 2019 AS TEACHER APPRECIATION WEEK**

WHEREAS, the contributions of teachers is crucial in the lives of America’s youth; and

WHEREAS, the economic, political and cultural well-being of this nation has been enriched through public education and its teachers; and

WHEREAS, the significance of the teacher in the lives of students is growing as a consequence of educational reform and the change in the impact of other institutions in society; and

WHEREAS, the Board of Trustees and citizens of the Fountain Valley School District are gratified by the overall academic performance of our students who have been so well prepared by our teachers; and

WHEREAS, our teachers continuously imagine, inspire, and involve their pupils, which emphasizes the worthy objectives that all good teachers inherently incorporate into their daily lesson plans.

NOW, THEREFORE, BE IT RESOLVED that the Fountain Valley School District salutes its teachers and thanks each and every one for their outstanding efforts and recognizes that Wednesday, May 8 shall be celebrated as the ***Day of the Teacher*** and the week of May 6-10, 2019 shall be declared to be ***Teacher Recognition Week*** in the Fountain Valley School District.

PASSED AND ADOPTED By the Governing Board on April 25, 2019 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)

) ss

COUNTY OF ORANGE)

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

WITNESSED my hand this 25th day of April, 2019.

Clerk of the Governing Board



Fountain Valley School District
RESOLUTION 2019-17

**RESOLUTION OF APPRECIATION TO OUR SCHOOL NURSES
ON NATIONAL SCHOOL NURSE DAY- MAY 8, 2019**

WHEREAS, during your time of serving as a school nurse in the Fountain Valley School District, you have earned the admiration and respect of teachers, administrators, students, parents and the Board; and

WHEREAS, you have proven herself to be an advocate for all children as you dedicate yourself to keeping our students healthy, fit, safe and strong; and

WHEREAS, the Fountain Valley School District and its community salute you on this, California School Nurses' Day, and avows its appreciation for all you do:

- your keen observation skills, and
- your willingness to listen, and
- your conducting of thousands of vision, hearing, scoliosis screenings, and
- lessons on personal hygiene, AIDS, tobacco and drugs, and
- First Aid training and TB tests for staff, and
- your watchful care over everybody; and

This board is greatly impressed by your ever-present calm as you handle health emergencies and matters involving serious illness, and appreciates the fact that you never stop learning;

NOW, IT IS RESOLVED that the Fountain Valley School District Board of Trustees salutes you for your dedication and excellence in your challenging role and celebrates you for your ongoing commitment to the safety and health of Fountain Valley's children.

PASSED AND ADOPTED By the Governing Board on April 25, 2019 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

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

WITNESSED my hand this 25th day of April, 2019.

Clerk of the Governing Board

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

March 7, 2019

MINUTES

President Collins 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

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

Motion: Mrs. Schultz moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

Mrs. Schultz led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE
PUBLIC COMMENTS

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

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

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

The public portion of the meeting resumed at 6:55pm.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Schultz moved to approve the Consent Calendar.

CONSENT
CALENDAR

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Contract with Dennis Smith

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 6:56PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

March 10, 2019

MINUTES

President Collins called the regular meeting of the Board of Trustees to order at 9:07am. CALL TO ORDER

The following board members were present: ROLL CALL

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

Motion: Mrs. Crandall moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

Dr. Johnson led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE
PUBLIC COMMENTS

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

BOARD WORKSHOP

The Governance Team participated in a workshop facilitated by Dennis Smith, Ed.D., to discuss practices, protocols, priorities and Governance Team effectiveness. GOVERNANCE
WORKSHOP

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 1:40PM.

Second: Mrs. Schultz

Vote: 5-0

/rl

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

March 14, 2019

MINUTES

President Collins 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

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

Motion: Mrs. Schultz moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

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

Mr. Collins 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 Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and 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.

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

PLEDGE OF ALLEGIANCE

Girl Scout Troop 2247 led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

The Board of Trustees is pleased to celebrate Fulton Middle School, Masuda Middle School and Talbert Middle School, all recently named California Distinguished Schools, the state’s highest level of recognition. Our three middle schools are part of

CELEBRATION OF ALL THREE FVSD MIDDLE SCHOOLS HONORED AS CA

a select number of campuses, only 25 in the County and 162 secondary schools statewide, to receive the designation this year. Schools earn the prestigious distinction for demonstrating exceptional student performance for two consecutive school years, or for closing the achievement gap between two school years. The Board of Trustees joined our community in honoring our middle schools for this esteemed distinction.

**DISTINGUISHED
SCHOOLS**

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Fulton Middle School, the Board recognized and thanked Shelby Mirrotto and Marisa Liu. From Masuda Middle School, the Board recognized and thanked Elizabeth Curtis and Rosalia Escutia. And from Talbert Middle School, the Board recognized and thanked Sherri Witcher and Susan Castellanos. The Board was joined by staff, administrators and family members in thanking these parents for their dedication to our schools.

**RECOGNITION OF
MIDDLE SCHOOL
PARENT
VOLUNTEERS**

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. From Fulton Middle School, the Board celebrated Malea Zisko (6th), Ethan Surjana (6th), Hannah Park (7th), Joshua Merrill (7th), Ashley T. Do (8th), and Donovan Doan (8th). From Masuda Middle School, the Board celebrated Rosxel Ludovice (6th), Jessica Hay (6th), Andrew Hsieh (7th), Bailey Curtis (7th), Daniel Cunneen (8th), and Brisa Perez-Garcia (8th). And from Talbert Middle School, the Board celebrated Tyler Josephson (6th), Carson Schmidt (6th), Riley Lockwood (7th), Ian Rangel (7th), Aidan Espinoza (8th) and Sydney Nguyen (8th). Staff, family and the community joined the Board in celebrating the achievements of these amazing students.

**RECOGNITION OF
MIDDLE SCHOOL
STUDENTS**

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business, Chris Fullerton and Director, Fiscal Services, Isidro Guerra presented and reviewed with the Board of Trustees the Second Interim Report for the Fountain Valley School District. Mrs. Fullerton began by reviewing the District’s Mission Statement. In addition, she provided an overview of the State economy and the Governor’s proposed budget. She also reviewed second interim assumptions. Following this, Mr. Guerra reviewed second interim revenues and expenditures given the latest assumptions. In addition, Mrs. Fullerton provided a summary of the General Fund. She also provided a review of multi-year assumptions and multi-year

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

projections. In closing, she noted that based on current projections, the District will meet its financial obligations for the current and subsequent two fiscal years; positive ending fund balance in the current and subsequent two fiscal years; no projected operational deficit spending; estimates in out years based on Governor's January proposed budget and we will know more after the May revise. Lastly, we have positive certification for 2nd Interim.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Schultz' activities since the last meeting included:
ACSA/OCSBA Joint Dinner meeting and governance workshop.

Mrs. Galindo's activities since the last meeting included:
ACSA/OCSBA Joint Dinner meeting, visit to Masuda School to view newly completed phase 2 classrooms, visits to Courreges, Plavan and Newland, and governance workshop.

Mr. Cunneen's activities since the last meeting included:
Participation in the governance workshop.

Mrs. Crandall congratulated our three middle schools for their recognitions as CA Distinguished Schools. Her activities since the last meeting included: Rotary Every Student Succeeding breakfast, HUC Founders' Day Luncheon honoring Judy Edwards, tours of Oka and Courreges, volleyball tournament at Fulton, visit of Masuda School to view classrooms completed as a part of phase 2, OCSBA/ACSA Joint Dinner meeting, honors symphonic orchestra performance, governance workshop, Safe Schools Task Force meeting, Chamber of Commerce Leadership Awards dinner, Government Leaders Prayer breakfast, Hyundai Youth Career Day, viewing of afterschool robotics program at Tamura School, and FAPE U presentation on executive functioning.

Mr. Collins' activities included: HUC Founder's Day Luncheon honoring Judy Edwards, Sacramento Safari with ACE members, visits to Cox, Fulton and Gisler, Rotary Every Student Succeeding breakfast, ACSA Every Student Succeeding breakfast at Bower's Museum, Hyundai Youth Career Day, governance workshop, and OCSBA/ACSA Joint Dinner meeting. He thanked his fellow trustees for their service this month.

PUBLIC COMMENTS

There were 3 requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion:	Mrs. Crandall moved to adopt Resolution 2019-10, acknowledging Proposition 51 Bond authority insufficiency.	RESOLUTION 2019-10 ACKNOWLEDGING PROPOSITION 51 BOND AUTHORITY INSUFFICIENCY
Second:	Mrs. Galindo	
Vote:	5-0	
Motion:	Mrs. Galindo moved to adopt Resolution 2019-11 approving the Guaranteed Maximum Price (GMP), contingencies, and DSA plans and specifications for the Measure O Modernization and HVAC Project at Fulton Middle School.	RESOLUTION 2019-11 APPROVAL OF GUARANTEED MAXIMUM PRICE FOR THE LEASE- LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC. FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT AT FULTON MIDDLE SCHOOL
Second:	Mr. Cunneen	
Vote:	5-0	
Motion:	Mrs. Schultz moved to adopt Resolution 2019-12, approving the Guaranteed Maximum Price (GMP), contingencies, and DSA plans and specifications for the Measure O Modernization and HVAC Project at Tamura School.	RESOLUTION 2019-12 APPROVAL OF GUARANTEED MAXIMUM PRICE FOR THE LEASE- LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC. FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT AT TAMURA ELEMENTARY SCHOOL
Second:	Mrs. Crandall	
Vote:	5-0	

Motion: Mrs. Schultz moved to adopt Resolution 2019-13 to establish Funds No. 21-22 General Obligation Bond (GOB), Election 2016, Series 2019 and No. 21-23 General Obligation Bond (GOB), Election 2016, Series 2021, and accepts and disburses funds for the purposes described in Measure O and applicable laws.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mr. Cunneen moved to approve the 2018-19 Second Interim Report.

Second: Mrs. Crandall

Vote: 5-0

Motion: Mrs. Schultz moved to approve the Consent Calendar.

Second: Mrs. Galindo

Vote: 5-0

RESOLUTION 2019-13 TO ESTABLISH FUNDS NO. 21-22 GENERAL OBLIGATION BOND (GOB), ELECTION 2016, SERIES 2019 & NO. 21-23 GENERAL OBLIGATION BOND (GOB), ELECTION 2016, SERIES 2021 APPROVAL OF 2018-19 SECOND INTERIM REPORT

CONSENT CALENDAR

The Consent Calendar included:

- Board Meeting Minutes from February 21st Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers and Adjustments
- Board Policy 5145.13 Response to Immigration Enforcement (Second Reading and Adoption)
- Approval of Special Education Extended School Year Program
- Single Plans For Student Achievement
- Submission of Cotsen Strategic Opportunity Grant to Sustain and Grow Alumni Across FVSD Cotsen Schools

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Noted that on March 28th we will have a special meeting to hear from the community regarding Moiola. In addition, the GMP’s approved this evening for Fulton and Tamura, in addition to the GMP for Cox expected to come to the Board at the March 28th special meeting, allow construction at those sites to begin this summer. Lastly, he thanked Mrs. Fullerton and Mr. Guerra for their presentation this evening on Second Interim.

CLOSED SESSION

Mr. Collins 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 Real Property Negotiator *Government Code Section 54956.8*

Property: Approximately 12.9 acres of District land improved with approximately 40,073 sq. ft. of facilities located at 9790 Finch Avenue, Fountain Valley, California (former Fred Moiola School Site) (“Property”).

Negotiating Parties: Fountain Valley School District, real property negotiators Christine Fullerton, Assistant Superintendent, Business Services, and District legal counsel (Lessor), and 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.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 9:50PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

Fountain Valley School District
Superintendent's Office

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

March 28, 2019

MINUTES

President Collins 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

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

Absent:
Jeanne Galindo President Pro Tem

Motion: Mrs. Schultz moved to approve the meeting agenda. AGENDA APPROVAL

Second: Mrs. Crandall

Vote: 4-0

Mrs. Schultz led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

Assistant Superintendent, Educational Services, Dr. Steve McLaughlin, and Director Educational Services, Dr. Jerry Gargus, reviewed with the Board of Trustees the process used to update the District's Local Control Accountability Plan (LCAP). Dr. McLaughlin reviewed the Local Control Funding Formula, in addition to the purpose of the LCAP, State Priority Areas, and 17-18 Smarter Balanced Assessment results. Following this, Dr. Gargus provided the 2018-19 EL Annual Update. He reviewed the assessment results for our EL students, including details of the number of students reclassified, criteria for reclassification and comparison of our District to the County and State. In addition, he reviewed the California School Dashboard and what these metrics LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

say about out EL students. Moreover, Dr. McLaughlin provided greater detail regarding the California Dashboard, including the purpose, State Indicators and Local Indicators, and results for our District. Following this, Dr. Gargus reviewed District progress on our 2018-19 goals, including a review of our five goal areas and the metrics attached to each in addition to feedback received through our LCAP survey. In closing, Dr. McLaughlin reviewed the LCAP timeline through the end of the year.

Assistant Superintendent of Business Services, Christine Fullerton, was joined by Lori Raineri and Keith Weaver, from Government Financial Strategies Inc., to review and discuss the results from the District's recent General Obligation Bonds issuance. Mr. Weaver reviewed the bid process, the credit rating process, interest rates, location of bidders, and the bid results. Of the nine bidders, Mesirow Financial was the winning underwriter with the lowest bid of 3.48%. Mr. Weaver explained that the strong bid results meant the issuance of more bonds (\$35 million versus \$30 million) and lower upfront costs, which produced over \$5 million more funds for facilities than budgeted, and reduced risk by securing more funds now at a low, fixed borrowing rate that maintains projected tax rates and helps stay ahead of construction cost escalation. In closing, Mrs. Raineri noted the total debt ratio of 1.68:1, wonderful news for our tax payers. The remaining bond sale of \$7 million is planned for 2021.

In response to the Request for Proposal (RFP) for the former Fred Moiola School site, the District received several proposals to purchase the Property pursuant to a purchase and sale agreement, and fewer to either lease the Property pursuant to a short lease of the Property in its current state, or lease the Property pursuant to a long term ground lease of the Property in a manner which allows for its development. Andreas Chialtas from Atkinson, Andelson, Loya, Ruud and Romo, summarized the mostly finalized RFP process and proposals received. He began by reviewing the history of the Moiola site, including the reconfirming resolution adopted on April 19, 2018, receipt of a waiver from the State Board of Education, Town Hall meeting held, and the RFP process. In addition, he reviewed the disposition options available to the Board, including lease (building lease), ground lease or sale. Mr. Chialtas noted that in response to the RFP, three building lease proposals were received, one ground lease and twenty purchase proposals. He provided a summary and loose ranking within the lease and purchase proposals of each offer received. In closing, he reviewed next steps for the District including confirming best and final proposals and presentation of final

RESULTS FROM GENERAL OBLIGATION BOND ISSUANCE

PRESENTATION OF PROCESS FOLLOWED AND PROPOSALS RECEIVED FOR THE POTENTIAL SALE OR LEASE OF THE DISTRICT'S FORMER FRED MOIOLA SCHOOL SITE PURSUANT TO THE DISTRICT'S REQUEST FOR PROPOSAL PROCESS

proposals to the Board at the April 25th meeting. The Board then selects the most beneficial proposal and states the reasons for selecting. Following this, the District enters into an agreement with the selected proposer within 60 days.

PUBLIC COMMENTS

There was one request to address the Board of Trustees. A member of the community addressed the Board regarding the Moiola School site.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to adopt Resolution 2019-14: Approval of Guaranteed Maximum Price for the Lease-Leaseback Agreement with West Coast Air Conditioning, Inc. for the Measure O Modernization and HVAC Project at Cox Elementary School

Second: Mr. Cunneen

Vote: 4-0

RESOLUTION 2019-14: APPROVAL OF GUARANTEED MAXIMUM PRICE FOR THE LEASE-LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC. FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT AT COX ELEMENTARY SCHOOL

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

PUBLIC COMMENTS

Mr. Collins announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed:

CLOSED SESSION

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

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

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 8:11PM.

Second: Mr. Cunneen

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEM FOR APPROVAL
April 25, 2019**

1.0 EMPLOYMENT FUNCTIONS:

1.0 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>RESIGNATION DATE</u>
1.1.1	Antal, Cristen	Teacher on Leave	06/21/2019
1.1.2	Dennis, Danielle	Teacher on Leave	06/21/2019

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Ostrzyzek, Tara	Classroom Teacher	Cox	Child Care	2019-20 School Year

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE START AND END DATES AND HOLIDAY CALENDARS FOR 2019-2020 SCHOOL YEAR (see attachments).

2.0 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF EDUCATIONAL AFFILIATION AND STUDENT TEACHING AGREEMENTS WITH BIOLA UNIVERSITY EFFECTIVE MAY 1, 2019.

2.0 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT TEACHING AGREEMENTS WITH ALLIANT INTERNATIONAL UNIVERSITY EFFECTIVE MAY 1, 2019.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
April 25, 2019**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Herrera, Mariela	District Office	Application Specialist	03/20/2019
2.1.2	Brown, Rebecca	Gisler ESP	ESP Assistant	03/20/2019
2.1.3	Marcos, Stephanie	Plavan CDC	Preschool Assistant	03/26/2019
2.1.4	Nguyen, Thuong	District Office	Senior Accounting Assistant	04/08/2019

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Boardman, John	District Office	Network Specialist	Sick Leave	03/18/2019

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Martinez, Alba	Talbert	Noon Duty Aide	03/27/2019
2.3.2	Beckerman, Cathy	Newland	ESP Assistant	04/04/2019

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Skaar, Betsy	Newland	IA ABA	06/20/2019
2.4.2	Manzon, Danny	Transportation	Bus Driver	06/20/2019

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, BRANDON GORDON FROM MAINTENANCE WORKER II TO MAINTENANCE WORKER III AT MAINTENANCE AND OPERATIONS, EFFECTIVE 03/12/2019.

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, JEREMY TALLEY FROM INSTRUCTIONAL ASSISTANT APPLIED BEHAVIOR ANALYSIS TO HEAD CUSTODIAN AT TAMURA SCHOOL, EFFECTIVE 4/10/2019.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Collins, Ian	CSBA Delegate Assembly	Sacramento	Actual & Necessary	012719166- 5210	May 17-19, 2019

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

April 25, 2019

EDUCATIONAL SERVICES

4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	PACKARD, Vivian	Provide Portuguese interpretation services, as needed, for the 2018/19 and 2019/20 school years (Support Services)	Not to exceed \$700 per school year	012509861-5813	2018/2019 and 2019/2020 school years

5.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	Teacher's College August Summer Reading and Writing Institute	Rachelle Coy (Courreges) Venus Moeller (Courreges) (Ed Services)	Columbia University, New York, NY	Actual & Necessary	010055675-5210	August 12-16, 2019
5.2	Association of California School Administrators (ACSA) ~ 70 hours of completed course study for the Personnel Administrators Academy	Erik Miller (Oka) (Ed Services)	Los Alamitos USD	\$500.00	012719275-5210	Completed on March 2, 2019

FOUNTAIN VALLEY SCHOOL DISTRICT

2019–2020 CALENDAR

START AND END DATES FOR:

PRINCIPALS, ASST. PRINCIPALS
PROGRAM SPECIALISTS
COORDINATORS,
(210 DAYS)

AUGUST 6, 2019 TO JUNE 30, 2020
Thanksgiving Week Off

PSYCHOLOGISTS
(192 DAYS)

AUGUST 26, 2019, TO JUNE 24, 2020
Thanksgiving Week Off

12 MONTH CERTIFICATED

JULY 1, 2019 TO JUNE 30, 2020

12 MONTH CLASSIFIED -
DIRECTORS, SUPERVISORS,
CONFIDENTIALS

JULY 1, 2019 TO JUNE 30, 2020

200 DAY CLASSIFIED

AUGUST 15, 2019 TO JUNE 25, 2020
Thanksgiving Week Off

195 DAY/SCIENCEWORKS

AUGUST 15, 2019 TO JUNE 18, 2020
Thanksgiving Week Off

195 DAY/SUBSTITUTE TECH

AUGUST 21, 2019 TO JUNE 24, 2020
Thanksgiving Week Off

180 DAY CLASSIFIED

SEPTEMBER 4, 2019 TO JUNE 18, 2020

NOTE 1: Middle School Principals will work an additional 5 days.

Board Approved: 04-25-2019

FOUNTAIN VALLEY SCHOOL DISTRICT
CLASSIFIED EMPLOYEES' HOLIDAY CALENDAR
2019-2020 SCHOOL YEAR

<u>HOLIDAY</u>	<u>DATE</u>	<u>DAY</u>
INDEPENDENCE DAY	July 4	Thursday
LABOR DAY	September 2	Monday
VETERANS' DAY	November 11	Monday
ADMISSION DAY (Observed)	November 27	Wednesday
THANKSGIVING DAY	November 28	Thursday
BOARD APPROVED HOLIDAY	November 29	Friday
WINTER RECESS	December 23 - January 3	
BOARD APPROVED HOLIDAY	December 24	Tuesday
CHRISTMAS DAY	December 25	Wednesday
BOARD APPROVED HOLIDAY	December 31	Tuesday
NEW YEAR'S DAY	January 1	Wednesday
MARTIN LUTHER KING DAY	January 20	Monday
LINCOLN'S BIRTHDAY	February 10	Monday
PRESIDENTS' DAY	February 17	Monday
SPRING RECESS	April 13 – April 17	
BOARD APPROVED HOLIDAY	April 17	Friday
MEMORIAL DAY	May 25	Monday

Board Approved: 04-25-2019

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 4/25/19

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
COURREGES			
	Pacific Life Grant	\$4,000.00	Chromebooks
	Brian Gambel -Parent	\$525.00	Classroom tables - Tiffini Workman
COX			
	Pacific Life Foundation	\$1,500.00	Technology, Classroom enhancement
FULTON			
	Parents & Students	\$1,040.00	CSUF field trip transportation
	Fulton PTA	\$1,225.96	Extracurricular Clubs
GISLER			
	Gisler PTO	\$230.88	Printing and Tech Talk Night
	Gisler PTO	\$97.25	PTO Printing
TALBERT			
	Talbert PTO	\$806.69	SBAC Practice packets
	Parna & Suman Ghosh	\$60.00	Principal's Discretion
	Pacific Life	\$3,000.00	Talbert's Discretion
	Talbert PTO	\$135.39	Teacher Supplies
TAMURA			
	Tamura PTO	\$123.84	PE Equipment Playground balls

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING MARCH 14, 2019**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 83225 - 83547
Dates: 3/1/2019 - 3/31/2019

Fund 01	General Fund	535,847.81
Fund 12	Child Development	20,066.87
Fund 13	Cafeteria	68,299.98
Fund 14	Deferred Maintenance	-
Fund 21	GOB 2016 Election	1,112,489.93
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	54,991.88
Fund 68	Worker Comp	1,404.77
Fund 69	Insurance	434,687.08

TOTAL **\$ 2,227,788.32**

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/25/2019

FRO 03/01/2019 TO 03/31/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4012	GRAINGER INC.	21,000.00	+500.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
M20R0147	PITNEY BOWES INC.	20,242.24	+13,275.00	012719385 5640	Purchasing / Outside Services - Leases
M20R0360	SOUTHWEST SCHOOL AND OFFICE SU	7,500.00	+1,500.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
M20R0423	SOUTHWEST SCHOOL AND OFFICE SU	800.00	+500.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
M20R0966	CERTIFIED TRANSPORTATION BUS C	6,233.82	+520.02	010011089 5811	Donations - Tamura / Transportation Outside Agency
M20R1419	BLICK ART MATERIALS	350.00	+100.00	010142989 4311	Donations - Fulton / Elective Supplies
Fund 01 Total:			+16,395.02		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/25/2019

FRO 03/01/2019 TO 03/31/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4116	KYA SERVICES LLC	4,399.17	+977.49	122866098 5645	ESP-Building/Site Improvement / Outside Srvs-Repairs & Ma
M20R0219	SMART & FINAL	19,000.00	+9,000.00	123206098 4710	Extended School Food Service / Food
M20R0228	SAMS CLUB	1,000.00	+500.00	123206198 4710	State Preschool Food Services / Food
M20R0232	SAMS CLUB	5,000.00	+2,500.00	123207598 4710	Child Dev Cntr Prsch Food Serv / Food
M20R0233	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	+5,000.00	120336098 4325	Extended School Administration / Office Supplies
Fund 12 Total:			+17,977.49		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/25/2019

FRO 03/01/2019 TO 03/31/2019

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4181	BELTMANN GROUP INC.	19,533.41	+4,127.00	213014780 6299	GOB, ELECTION 2016-Courreges / Other Building &
Fund 21 Total:			+4,127.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/25/2019

FRO 03/01/2019 TO 03/31/2019

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0169	ATKINSON ANDELSON LOYA RUDD &	50,000.00	+20,000.00	402969380 5830	Property - Legal Services / Legal Fees
Fund 40 Total:			+20,000.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

04/25/2019

FRO 03/01/2019 TO 03/31/2019

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
---------------------------	---------------	---------------------------	--------------------------------	---------------------------------	------------------------------------

Total Account Amount:			+58,499.51		
------------------------------	--	--	-------------------	--	--

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4191	JOSE LOPEZ	1,125.00	1,125.00	012869390 5910	Maintenance / Communications - Telephones
M20M4193	SOUTHERN COUNTIES OIL	2,000.00	1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
M20M4238	REFRIGERATION SUPPLIES DISTRIB	1,300.00	1,300.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4239	BUCKEYE INTERNATIONAL INC	64.66	64.66	012889390 4340	Custodial / Custodial Supplies
M20M4240	WALTERS WHOLESALE ELECTRIC CO	72.84	72.84	012869390 4345	Maintenance / Maintenance Supplies
M20M4241	REFRIGERATION CONTROL COMPANY	1,364.66	1,364.66	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4242	US AIR CONDITIONING	1,702.45	1,702.45	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4244	SHIMANOFF, PERRY	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4245	SOCAL FILTERS AND SERVICE INC	3,486.96	3,486.96	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4246	CRANDALL'S PLUMBING INC.	4,275.00	4,275.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4247	BUDGET BLINDS HUNTINGTON BEACH	1,431.00	1,431.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
M20M4248	ABM WINDOW CLEANING	1,000.00	1,000.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4249	JOHNSON CONTROLS	2,000.00	2,000.00	012869390 5890	Maintenance / Fire Alarm Safety System Testi
M20M4250	ABM WINDOW CLEANING	800.00	800.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4255	SOUTHERN CALIFORNIA EDISON	13,417.30	13,417.30	012869390 5899	Maintenance / Other Operating Expenses
M20M4276	JOHNSON CONTROLS	2,500.00	2,500.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
M20M4277	UNITED PARCEL SERVICE	30.00	30.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
M20M4278	SIGN-MART	378.89	378.89	012869390 4345	Maintenance / Maintenance Supplies
M20M4279	REFRIGERATION SUPPLIES DISTRIB	925.00	925.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
M20M4280	GRUETT TREE COMPANY INC	1,330.00	1,330.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
M20M4292	SURPLUS TWO WAY RADIOS	1,300.00	1,300.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
M20R1218	SOUTHWEST SCHOOL AND OFFICE SU	380.63	380.63	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R1314	SOUTHWEST SCHOOL AND OFFICE SU	524.37	524.37	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R1350	SCHOOL SERVICES OF CALIFORNIA	600.00	600.00	010059470 5210	Contractual Obligation - Cert / Travel, Conference, Workshop
M20R1361	FIRST SOUTHERN BAPTIST CHURCH	475.00	200.00	010143838 5210	Sch Site Instr - Talbert / Travel, Conference, Workshop
			275.00	010143889 4311	Donations - Talbert / Elective Supplies
M20R1456	MHS INC.	1,287.34	1,287.34	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20R1458	SCHOLASTIC BOOK ORDERS	108.75	108.75	010113255 4310	Title I - Cox / Instructional Supplies
M20R1459	BARNES AND NOBLE	163.13	163.13	010113255 4310	Title I - Cox / Instructional Supplies
M20R1461	AMAZON.COM LLC	417.50	417.50	012059385 4330	Publications / Printing/Xerox Supplies
M20R1462	BARNES AND NOBLE	108.75	108.75	010113255 4310	Title I - Cox / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1463	LAKESHORE LEARNING MATERIALS	163.13	163.13	010113255 4310	Title I - Cox / Instructional Supplies
M20R1466	CHIC PARTY RENTALS	1,437.05	1,437.05	010142980 5610	Promotion Activities - Fulton / Outside Services - Rentals
M20R1467	CSHA	110.00	110.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
M20R1468	BARNES AND NOBLE	81.56	81.56	010113255 4310	Title I - Cox / Instructional Supplies
M20R1470	STAPLES	168.55	168.55	010019380 4310	School Equipment / Instructional Supplies
M20R1473	JB DISTRIBUTORS INC	152.19	152.19	010114055 4310	Title I - Plavan / Instructional Supplies
M20R1478	LEVEL 27 MEDIA	429.56	103.31	010028255 4325	Intervention-Administrative / Office Supplies
			326.25	012658155 4325	Assessment and Accountability / Office Supplies
M20R1479	SOUTHWEST SCHOOL AND OFFICE SU	83.63	83.63	012658155 4325	Assessment and Accountability / Office Supplies
M20R1482	AMAZON.COM LLC	119.57	119.57	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
M20R1486	TREETOP PUBLISHING	186.79	186.79	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R1487	STAPLES	52.04	52.04	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
M20R1488	LAKESHORE LEARNING MATERIALS	52.17	52.17	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
M20R1489	LAKESHORE LEARNING MATERIALS	52.16	52.16	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
M20R1490	SCHOLASTIC INC.	79.94	79.94	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
M20R1491	AWARDS & TROPHIES	45.68	45.68	010142989 5899	Donations - Fulton / Other Operating Expenses
M20R1494	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	015641060 4310	Special Ed. - Tamura S&L / Instructional Supplies
M20R1495	SOUTHWEST SCHOOL AND OFFICE SU	125.00	125.00	010011089 4310	Donations - Tamura / Instructional Supplies
M20R1498	LAKESHORE LEARNING MATERIALS	200.00	200.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R1499	HOME DEPOT	1,000.00	1,000.00	010144989 4311	Donations - Masuda / Elective Supplies
M20R1501	STAPLES	43.50	43.50	010113255 4310	Title I - Cox / Instructional Supplies
M20R1502	AWARDS & TROPHIES	50.30	50.30	010013289 4310	Donations - Cox / Instructional Supplies
M20R1503	TEACHER SYNERGY LLC	422.99	422.99	010055675 4310	State Standards-READING / Instructional Supplies
M20R1504	STENHOUSE PUBLISHERS	28.28	28.28	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R1505	HEINEMANN	130.63	130.63	010144790 4310	Modernization Expenses-Coureg / Instructional Supplies
M20R1506	SEHI COMPUTER PRODUCTS	68,671.88	68,671.88	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R1507	HEINEMANN	22.74	22.74	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R1508	TEACHER SYNERGY LLC	36.40	36.40	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1511	TANGIBLE PLAY INC	191.41	191.41	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1512	LAKESHORE LEARNING MATERIALS	286.00	286.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
M20R1513	LAKESHORE LEARNING MATERIALS	40.00	40.00	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1514	CERTIFIED TRANSPORTATION BUS C	4,012.50	4,012.50	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside Agency
M20R1515	CERTIFIED TRANSPORTATION BUS C	1,275.44	1,275.44	010013189 5811	Donations - Gisler / Transportation Outside Agency

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1516	ANDERSON'S	491.23	491.23	011279962 4310	School Climate-Student Behavior / Instructional Supplies
M20R1517	TEACHER SYNERGY LLC	79.80	79.80	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1518	BOOKSOURCE	84.74	84.74	010055675 4310	State Standards-READING / Instructional Supplies
M20R1519	SCHOLASTIC INC.	6,559.73	6,559.73	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1522	STENHOUSE PUBLISHERS	31.54	31.54	011534775 4310	Cotsen Grant -Courreges / Instructional Supplies
M20R1523	TANG COMPANY LLC	65.20	65.20	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R1524	PEARSON CLINICAL ASSESSMENT	62.54	62.54	015514760 4310	Special Ed. - Courreges RSP / Instructional Supplies
M20R1525	ORANGE COUNTY DEPARTMENT OF ED	60.00	60.00	012723131 5210	Sch Site Admin - Gisler / Travel, Conference, Workshop
M20R1529	DEMCO	99.98	99.98	011402955 4230	Library Services - Fulton / Lost Books Rebate
M20R1531	LAKESHORE LEARNING MATERIALS	380.63	380.63	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R1532	LAKESHORE LEARNING MATERIALS	422.53	422.53	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R1534	PROJECT LEAD THE WAY INC	1,200.00	1,200.00	010055375 5210	State Standards-MS SCIENCE / Travel, Conference, Workshop
M20R1537	ORANGE COUNTY DEPARTMENT OF ED	109.88	109.88	012289961 5813	MAA - Administration / Consultant
M20R1543	WESTERN PSYCHOLOGICAL	512.19	512.19	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
M20R1544	UNITED STATES POSTAL SERVICE	140.00	140.00	016158155 5712	7140 Gifted & Talented - Instr / Direct Cost - Postage
M20R1546	STAPLES	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R1547	STAPLES	400.00	400.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R1548	LAKESHORE LEARNING MATERIALS	543.75	543.75	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R1549	HAWTHORNE EDUCATIONAL SERVICES	97.88	97.88	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
M20R1552	CDWG	31.23	31.23	012109078 4320	Tech/Media Office Operation / Computer Supplies
M20R1553	MAGENTA COMPUTER CENTER	190.31	190.31	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R1555	TEKNIQUE IT LLC	2,786.82	2,786.82	012658155 4322	Assessment and Accountability / Testing Supplies
M20R1556	CERTIFIED TRANSPORTATION BUS C	1,249.76	1,249.76	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
M20R1557	HEINEMANN	607.98	607.98	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
M20R1558	BUSWEST	19,979.93	19,979.93	016919395 6420	7240 Special Ed Transportation / Equipment-Machinery, Vehic
M20R1559	LEARNING A-Z	59.81	59.81	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R1560	SOUTHWEST SCHOOL AND OFFICE SU	376.48	335.79	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
			40.69	012721616 4325	Sch Site Admin - Newland / Office Supplies
M20R1561	SOUTHWEST SCHOOL AND OFFICE SU	81.38	81.38	015511660 4310	Special Ed. - Newland RSP / Instructional Supplies
M20R1562	SOUTHWEST SCHOOL AND OFFICE SU	165.95	165.95	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R1563	SOUTHWEST SCHOOL AND OFFICE SU	76.13	76.13	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
M20R1564	SOUTHWEST SCHOOL AND OFFICE SU	97.88	97.88	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
M20R1571	TEACHERS COLLEGE COLUMBIA UNIV	6,800.00	6,800.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1572	LEVEL 27 MEDIA	709.40	709.40	012849380 4325	Fiscal Services / Office Supplies
M20R1573	AWARDS & TROPHIES	45.26	45.26	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
M20R1574	LAKESHORE LEARNING MATERIALS	233.00	233.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
M20R1576	BOOKSOURCE	419.31	419.31	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1577	SCHOLASTIC INC.	213.13	213.13	015514960 4310	Special Ed. - Masuda RSP / Instructional Supplies
M20R1578	EVOLLVE INC	3,262.50	3,262.50	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1579	FOLLETT SCHOOL SOLUTIONS INC.	870.00	870.00	011403155 4230	Library Services - Gisler / Lost Books Rebate
M20R1580	FOLLETT SCHOOL SOLUTIONS INC.	2,614.16	2,614.16	010055275 4210	State Standards-ELA / Library Books
M20R1581	LAKESHORE LEARNING MATERIALS	250.00	250.00	010011089 4310	Donations - Tamura / Instructional Supplies
M20R1582	LAKESHORE LEARNING MATERIALS	250.00	250.00	010011089 4310	Donations - Tamura / Instructional Supplies
M20R1583	SURPLUS TWO WAY RADIOS	129.44	129.44	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R1584	HEINEMANN	22,863.75	22,863.75	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1585	STAPLES	273.77	273.77	015512960 4399	Special Ed. - Fulton RSP / Equipment Under \$500
M20R1587	SEHI COMPUTER PRODUCTS	3,021.56	3,021.56	010123838 4399	Pacific Life Grant - Talbert / Equipment Under \$500
M20R1588	GOPHER SPORTS EQUIPMENT	298.84	298.84	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
M20R1589	CERTIFIED TRANSPORTATION BUS C	1,420.96	1,420.96	010143889 5811	Donations - Talbert / Transportation Outside Agency
M20R1590	APPLE COMPUTER ORDER DEPARTMEN	389.33	389.33	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
M20R1591	CELEBRATIONS PARTY RENTALS	2,707.41	2,707.41	010143880 5610	Promotion Activities - Talbert / Outside Services - Rentals
M20R1593	COX SCHOOL	262.36	262.36	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1594	LAKESHORE LEARNING MATERIALS	65.25	65.25	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1595	STAPLES	380.63	380.63	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1596	LAKESHORE LEARNING MATERIALS	190.31	190.31	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1597	STAPLES	190.31	190.31	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1598	LAKESHORE LEARNING MATERIALS	335.49	335.49	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1599	LAKESHORE LEARNING MATERIALS	58.73	58.73	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
M20R1600	AMAZON.COM LLC	226.97	226.97	012719275 4325	Educational Services Admin / Office Supplies
M20R1602	MVP EVENTS	1,295.48	1,295.48	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
M20R1605	AMAZON.COM LLC	349.07	349.07	015999860 4325	Special Ed - Administration / Office Supplies
M20R1606	HEINEMANN	29.29	29.29	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R1607	LEVEL 27 MEDIA	163.13	163.13	014079275 4310	OC Arts Ed-Visual & Perfor Art / Instructional Supplies
M20R1608	SCHOLASTIC INC.	70.18	70.18	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1609	LAKESHORE LEARNING MATERIALS	200.00	200.00	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1610	BARNES AND NOBLE	129.30	129.30	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1612	HEINEMANN	506.41	506.41	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1613	SCHOOL SPECIALTY	136.70	136.70	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1614	OFFICE DEPOT	260.96	260.96	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1615	AMAZON.COM LLC	719.33	719.33	011533775 4310	Cotsen Foundation - Oka / Instructional Supplies
M20R1616	TEACHERS COLLEGE COLUMBIA UNIV	1,700.00	1,700.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
M20R1617	PENN STATE INDUSTRIES	366.74	366.74	010142989 4311	Donations - Fulton / Elective Supplies
M20R1618	PITSCO INC.	579.06	579.06	017112975 4310	Robotics-Fulton / Instructional Supplies
M20R1619	BEST BUY GOV LLC	227.02	227.02	017112975 4310	Robotics-Fulton / Instructional Supplies
M20R1623	CERTIFIED TRANSPORTATION BUS C	992.96	992.96	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
M20R1625	LEGO BRAND RETAIL INC.	3,457.71	3,457.71	017111075 4310	Robotics-Tamura / Instructional Supplies
M20R1626	HEINEMANN	215.15	215.15	011235675 4310	State Standards Discrt-READING / Instructional Supplies
M20R1628	SCHOOL HEALTH CORPORATION	130.34	130.34	010239275 4310	School Nurse Expansion Project / Instructional Supplies
M20R1632	FOLLETT SCHOOL SOLUTIONS INC.	559.41	559.41	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
M20R1633	SAMS CLUB	200.00	200.00	012819771 5828	Personnel Commission / Staff Recognition
M20R1647	ANDYMARK INC	231.15	231.15	017112975 5899	Robotics-Fulton / Other Operating Expenses
M20R1648	ROBOTZONE LLC	1,537.58	1,537.58	017112975 5899	Robotics-Fulton / Other Operating Expenses
M20R1649	REV ROBOTICS LLC	398.26	398.26	017112975 5899	Robotics-Fulton / Other Operating Expenses
M20R1651	EDUPORIUM INC	4,910.06	4,910.06	017114775 4310	Robotics-Courreges / Instructional Supplies
M20S8051	UNITED HEALTH SUPPLIES	150.08	150.08	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8052	CROWN CARTON COMPANY	199.67	199.67	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8053	GRAINGER INC.	61.34	61.34	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8054	ADVANTAGE WEST INVESTMENT ENTE	1,770.89	1,770.89	011000000 9320	Revenue Limit - State Revenues / STORES
M20S8055	SOUTHWEST SCHOOL AND OFFICE SU	1,044.00	1,044.00	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		237,763.74	237,763.74		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4243	ADVANTAGE WEST INVESTMENT ENTE	488.89	488.89	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1480	CONSTRUCTIVE PLAYTHINGS	53.88	53.88	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1481	S & S WORLDWIDE	37.71	37.71	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1483	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1484	LAKESHORE LEARNING MATERIALS	1,399.61	1,399.61	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1485	ORIENTAL TRADING COMPANY	25.84	25.84	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
M20R1492	OCAEYC	179.00	179.00	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R1510	LAKESHORE LEARNING MATERIALS	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1530	CONSTRUCTIVE PLAYTHINGS	156.53	156.53	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R1545	LAKESHORE LEARNING MATERIALS	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1565	MOTION PICTURE LICENSING	885.97	885.97	120016098 5899	Extended School Instructional / Other Operating Expenses
M20R1566	BIG AIR TRAMPLINE PARK	1,040.00	1,040.00	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1567	PREHISTORIC PETS	300.00	300.00	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1568	HARBOR BREEZE CORPORATION	100.00	100.00	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1569	CITY OF IRVINE	890.00	890.00	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1570	GET AIR SURF CITY	400.00	400.00	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1592	LAKESHORE LEARNING MATERIALS	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
M20R1601	LAKESHORE LEARNING MATERIALS	520.91	520.91	120086198 4310	CSPP QRIS Block Grant Instr / Instructional Supplies
M20R1630	ORIENTAL TRADING COMPANY	389.63	389.63	120016198 4310	State Preschool Instructional / Instructional Supplies
M20R1637	ORIENTAL TRADING COMPANY	2,718.75	2,718.75	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1639	RHODE ISLAND NOVELTY	652.50	652.50	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1640	S & S WORLDWIDE	2,501.25	2,501.25	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1641	GUILDCRAFT	271.88	271.88	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1643	DISCOUNT SCHOOL SUPPLY	815.63	815.63	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1644	ORIENTAL TRADING COMPANY	2,718.75	2,718.75	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1645	RHODE ISLAND NOVELTY	652.50	652.50	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1646	S & S WORLDWIDE	2,501.25	2,501.25	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1653	GUILDCRAFT	269.38	269.38	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1655	DISCOUNT SCHOOL SUPPLY	815.63	815.63	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
M20R1656	SOUTHWEST SCHOOL AND OFFICE SU	3,262.50	3,262.50	120369900 9330	ESP-Summer Camp Revenue / PREPAID EXPENDITURES
Fund 12 Total:		24,700.50	24,700.50		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1520	PREMIER FOOD SAFETY	139.00	139.00	133207380 5215	Cafeteria Fund / Staff Development
M20R1521	REFRIGERATION CONTROL COMPANY	566.94	566.94	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R1526	PREMIER FOOD SAFETY	69.00	69.00	133207380 5215	Cafeteria Fund / Staff Development
M20R1527	INDUSTRIAL ELECTRONIC SERVICE	375.25	375.25	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R1528	INDUSTRIAL ELECTRONIC SERVICE	300.25	300.25	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
M20R1533	PREMIER FOOD SAFETY	139.00	139.00	133207380 5215	Cafeteria Fund / Staff Development
M20R1535	LEVEL 27 MEDIA	147.66	147.66	133207380 5870	Cafeteria Fund / Printing & Repro Outside Agency
M20R1536	NUTRI-LINK TECHNOLOGIES INC	900.00	900.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
M20R1541	CALIFORNIA DEPARTMENT OF EDUCA	228.00	228.00	133207380 4710	Cafeteria Fund / Food
M20R1575	REFRIGERATION CONTROL COMPANY	205.67	205.67	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
Fund 13 Total:		3,070.77	3,070.77		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4100	KYA SERVICES LLC	3,143.04	3,143.04	142864989 6210	Def Maint-Masuda / Carpet Building Improvement
M20M4251	KYA SERVICES LLC	17,422.38	17,422.38	142864789 6210	Def Maint-Courreges / Carpet Building Improvement
M20M4256	ECOLOGY ROOF CORP.	135,000.00	135,000.00	142862989 6217	Def Maint-Fulton / Roof Building Improvement
M20M4261	DIVISION OF THE STATE ARCHITEC	3,000.00	500.00	142862989 5899	Def Maint-Fulton / Other Operating Expenses
			500.00	142863189 5899	Def Maint-Gisler / Other Operating Expenses
			500.00	142863289 5899	Def Maint-Cox / Other Operating Expenses
			500.00	142863789 5899	Def Maint-Oka / Other Operating Expenses
			500.00	142863889 5899	Def Maint-Talbert / Other Operating Expenses
			500.00	142864989 5899	Def Maint-Masuda / Other Operating Expenses
Fund 14 Total:		158,565.42	158,565.42		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R1493	DIVISION OF THE STATE ARCHITEC	4,950.00	4,950.00	213013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
M20R1496	DIVISION OF THE STATE ARCHITEC	4,950.00	4,950.00	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20R1497	DIVISION OF THE STATE ARCHITEC	4,950.00	4,950.00	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bld
Fund 21 Total:		14,850.00	14,850.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20M4252	AESCO	10,680.00	10,680.00	403002980 6223	MS Science Bldg - Fulton / Tests & Exam Bldgs Improvement
M20M4253	AESCO	10,680.00	10,680.00	403004980 6223	MS Science Bldg - Masuda / Tests & Exam Bldgs Improvement
M20M4254	AESCO	10,680.00	10,680.00	403003880 6223	MS Science Bldg - Talbert / Tests & Exam Bldgs Improvement
Fund 40 Total:		32,040.00	32,040.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 04/25/2019

FROM 03/01/2019 TO 03/31/2019

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			470,990.43		

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2019 8

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES	2,652.00	12,558.00
9790	UNASSIGNED/UNAPPROPRIATED	9,906.00	
Subfund Total:		12,558.00	12,558.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 04/25/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2019 32

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		571.00
3101	STRS-CERTIFICATED POSITIONS		93.00
3313	MEDICARE-CERTIFICATED		8.00
3353	ARP-CERTIFICATED		1.00
3601	WORKERS'COMP-CERTIFICATED		12.00
4300	MATERIALS & SUPPLIES		220.00
5600	RENTAL,LEASE,REPAIR & NON CAP		366.00
5800	PROF/CONS SERV & OPER EXPENSE		6,047.00
8600	LOCAL INCOME		7,318.00
Subfund Total:		0.00	14,636.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 04/25/2019.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



SO: 2018-19/B19-38
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #3: January 1 – March 31, 2019)**
DATE: April 16, 2019

Background:

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

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

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

Williams Quarterly Report: January 1 – March 31, 2019

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the third quarter of the 2018-19 year and approves its submittal to the Orange County Department of Education.

2018-19 Quarterly Report Williams Legislation Uniform Complaints

District: Fountain Valley School District

District Contact: Mark Johnson, Ed.D.

Title: Superintendent

- | | | |
|-------------------------------------|--|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 July 1 - September 30, 2018 | Report due by October 26, 2018 |
| <input type="checkbox"/> | Quarter #2 October 1 - December 31, 2018 | Report due by January 25, 2019 |
| <input checked="" type="checkbox"/> | Quarter #3 January 1 - March 31, 2019 | Report due by April 26, 2019 |
| <input type="checkbox"/> | Quarter #4 April 1 - June 30, 2019 | Report due by July 26, 2019 |

Check the box that applies:

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

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
TOTALS	0	0	0

Name of Superintendent: Mark Johnson, Ed.D.

Signature of Superintendent: _____ Date: 4/25/2019

Please submit to:

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

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



SO 2017-18/B18-02
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
Mark Johnson, Ed.D., Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **RETAINER AGREEMENT FOR LEGAL SERVICES IN 2019-20
SCHOOL YEAR WITH THE LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES**
DATE: April 22, 2019

Background:

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

The agreement with Margaret Chidester Attorneys at Law is attached for consideration for approval through the 2019-2020 school year. For 2019-2020 the agreement contains hourly rate increase.

Partners: \$310.00,
Senior Associates: \$285.00
Other Senior Attorneys: \$260.00
Law Clerks/Paralegals: \$160.00

Recommendation:

It is recommended that the Board of Trustees approves the retainer agreement for legal services in 2019-20 with the Law Offices of Margaret A. Chidester & Associates.

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

THIS AGREEMENT is made and entered into effective July 1, 2019 by and between the FOUNTAIN VALLEY SCHOOL DISTRICT of Orange County, California, "District," and the LAW OFFICES OF MARGARET A. CHIDESTER & ASSOCIATES, "Attorneys."

W I T N E S S E T H

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

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

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

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

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

requested; advise and represent the District in any court or administrative proceeding, provide other legal advice and legal services as requested; work with the District staff and Board in the development of policy; and attend meetings in person or telephonically as necessary and requested.

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

2. **Rates and Payment:** The District shall not be required to pay in advance for any retained services. The District shall pay Attorneys for services at the rates set forth in Exhibit "A", attached and incorporated by this reference. Billing shall be reported in increments of 1/10 of one hour. Billing shall separately specify related costs including authorized consultants providing services on behalf of District.

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

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

4. **Statements:** Attorneys shall present statements for services rendered during the preceding month. The District shall pay upon presentation or within forty-five (45) days thereafter. Invoices not paid within 45 days of the date issued may be assessed a late charge of 1.0% per month. Statement shall include (1) a detailed, confidential account of the legal matters, strategies, and work on behalf of the District, and (2) a summary invoice containing only amounts, dates, and general descriptions of legal services provided that is suitable for the Superintendent to transmit to the District's accounts payable staff or, if required, to present in response to a Public Records Act request. Invoices shall be sent directly to the attention of the Superintendent unless we are otherwise directed in writing by the Superintendent or the governing Board.

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

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

6. **Related Post-Investigation Services:** If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration, or any other proceeding, because of services rendered under this Agreement,

and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay Attorneys for time expended, including preparation time, at the investigating attorney's then current hourly rate and to reimburse Attorneys for reasonable costs and expenses incurred.

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

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

8. Electronic Communication, Confidentiality and Publicity: The District authorizes Attorneys to communicate with the District and the District's authorized representatives via electronic mail when such communication is desirable for timely communications, efficiency of transmission, or to avoid the need for re-creating documents.

Attorneys shall make reasonable efforts to label electronic communications as confidential and privileged. The District acknowledges that electronic communications may be intercepted and that confidentiality cannot be guaranteed. If e-mail is

intercepted or confidentiality is otherwise compromised, the District will hold Attorneys harmless for any resulting injury.

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

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

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

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

10. Files and Ownership of Documents. When legal services conclude, or periodically as individual matters conclude, Attorneys will, upon the District's request, deliver closed files to the District at the District's cost, along with any funds or property of the District's in Attorneys' possession. Attorneys will retain closed files for a period of up to one (1) year. If the District does not request delivery of the file before the end of the one (1) year period from closure of the file, Attorneys shall have no further obligation to retain files and may, at Attorneys' discretion, destroy them without further notice.

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

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

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

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

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

EXHIBIT "A"

Rates are guaranteed through June 30, 2020.

PARTNERS	\$310 per hour
SENIOR ATTORNEYS	\$285 per hour
OTHER ATTORNEYS	\$260 per hour
LAW CLERKS/PARALEGALS	\$160 per hour

COSTS

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

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

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

18. Term. This Agreement is effective July 1, 2019. It may be extended or modified by mutual agreement.

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

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

FOUNTAIN VALLEY SCHOOL DISTRICT

Date: _____, 2019

BY: ✓ _____

LAW OFFICES OF MARGARET A.
CHIDESTER & ASSOCIATES

Date: March 21, 2019

BY: Margaret A. Chidester
Margaret A. Chidester



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Kate Smith, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2018-2019-E**
DATE: April 16, 2019

Background:

According to the Settlement Agreement signed on March 26, 2019, between Parents and the Fountain Valley School District, it was agreed to reimburse parents an amount not to exceed \$4,250.00 for tutoring costs procured from Sylvan Learning Center between September 6, 2017 through December 31, 2018. In addition, District agrees to pay an amount not to exceed \$5,000.00 for all attorney fees incurred on behalf of the student paid directly to the attorney.

Fiscal Impact:

\$9,250.00

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2018-2019-E.



Fountain Valley School District
Personnel Department

MEMORANDUM

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **APPROVAL OF THE CONTRACT WITH FRONTLINE
TECHNOLOGY GROUP LLC/FRONTLINE EDUCATION**
DATE: April 16, 2019

Background:

In an effort to update and improve the absence management system utilized by Fountain Valley School District, the District has reached out to Frontline Technology Group LLC/Frontline Education. Frontline provides an absence management and time and attendance system that will provide improved accessibility and service for employees and allow expansion of the use of the absence management system for classified employees, along with time and attendance software to support the payroll department.

Fiscal Impact:

The cost of implementing Frontline Education for the 2019-2020 school year includes a start-up fee of \$11,000.00, and an annual service fee of \$22,926.60 thereafter.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Frontline Technologies Group LLC/Frontline Education for the absence management and time and attendance system to be utilized by the Fountain Valley School District effective the 2019-2020 school year.



Exhibit A-1

Frontline Customer Order Form

Quote#: 01260159
MSA#: MSA-001f40000S9F4d
03/28/2019
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

Fountain Valley Elementary School
District
10055 SLATER AVE
FOUNTAIN VLY, CA 92708-4712

End User: Fountain Valley Elementary
School District
Contact: Cathie Abdel
Title: Asst. Superintendent-Personnel
Phone: (714) 843-3200
Email: abdelc@fvbsd.us

Order Form Details:

Pricing Expiration: 04/26/19
Account Manager: David Black

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing \$11,000.00
Annual Subscription: Recurring Cost \$22,926.60
(plus applicable sales tax)

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Rows include Frontline Absence and Time, unlimited usage for internal employees and Frontline Implementation.

Amount Invoiced Upon Signing (Startup Cost):
\$11,000.00
(plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order to follow
PO #:

Please Email or Fax ALL PAGES of the signed order form to:
dblack@frontlineed.com or 888.492.0337



Exhibit A-1

Frontline Customer Order Form

Quote#: 01260159
MSA#: MSA-001f400000S9F4d
03/28/2019
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

Please Email or Fax **ALL PAGES** of the signed order form to:
dblack@frontlineed.com or 888.492.0337



Exhibit A-1

Frontline Customer Order Form

Quote#: 01260159
MSA#: MSA-001f400000S9F4d
03/28/2019
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Please Email or Fax **ALL PAGES** of the signed order form to:
dblack@frontlineed.com or 888.492.0337

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.”

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the “Terms and Conditions”), including any exhibits, Order Form(s), Order Form Terms and Statements of Work (collectively, the “Agreement”). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p>Frontline Technologies Group LLC dba Frontline Education</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Date: _____</p>	<p>Fountain Valley Elementary School District</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p>_____</p> <p>Email: _____</p> <p>Date: _____</p>
---	---

Attached: *Terms and Conditions*
 Exhibit A: Executed Order Forms

MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. **Software.** Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.
- 1.2. **Authorized Users.** The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.
- 1.3. **Order Forms.** Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.4. **Software Administrator; Maintenance Windows.** At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.5. **Customer Content.** The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained

consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

- 1.6. **Integration.** Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.
 - 1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - 1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.
- 2. Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
- 3. Warranties and Disclaimers.**
- 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.

3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

4. Confidential Information; Privacy.

4.1. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.

4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.

4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.

5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.

6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO SUCH FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.

7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion

of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

8. District Ordering. Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

9. General. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. This Agreement shall be governed in accordance with the laws of California without regard to conflict of law provisions. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

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: April 9, 2019

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

Board Meeting Date: April 25, 2019

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

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Olive Crest Academy W19020	(\$1,168.83)	January 7, 2019 to June 30, 2019
	Olive Crest Academy W19165	(\$1,168.83)	January 7, 2019 to June 30, 2019

Approved by the FVSD Board of Trustees
April 25, 2019

Dr. Mark Johnson
Superintendent

Date:

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 25th of April, 2019 between the Fountain Valley School District, County of Orange and Olive Crest Academy for
(Local Education Agency) (Nonpublic School or Agency)

born on 08/16/2012, 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

AMENDMENT #2 CONTRACT – January 7, 2019 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 1 (RT/day) (as of 1/07/19)	NPS	Per Diem	\$ 45.55	111	\$ 5,056.05
Transportation – Zone 2 (RT/day) (thru 1/06/19)	NPS	Per Diem	\$ 56.08	-111	(6,224.88)
TOTAL AMENDMENT #1 CONTRACT COST:					\$ (1,168.83)

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 1 (RT/day) (as of 1/07/19)	NPS	Round-trip	\$ 45.55	111	5,056.05
Transportation – Zone 2 (RT/day) (thru 1/06/19)	NPS	Round-trip	\$ 56.08	89	4,991.12
TOTAL AMENDED CONTRACT COST:					\$ 46,997.17

This AMENDED Service shall begin on January 7, 2019 and shall terminate at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Olive Crest Academy

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson

(Type Name of Superintendent)

2018/2019

HBUHSD Contract No. W19165
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 25th of April, 2019 between the Fountain Valley School District, County of Orange and Olive Crest Academy for
(Local Education Agency) (Nonpublic School or Agency)

born on 07/16/2007, who is a resident of Fountain Valley School District
(Name of Student) (Date of Birth) (Local Education Agency)
of Orange County.

ORIGINAL CONTRACT – September 25, 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	180	\$ 33,255.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	78	0.00
Speech and Language (1x60min/wk)	NPS	30 Minutes	\$ 55.71	78	4,345.38
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 56.08	180	10,094.40
TOTAL ORIGINAL CONTRACT COST:					\$ 47,694.78

AMENDMENT #1 CONTRACT – January 7, 2019 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 1 (RT/day) (as of 1/07/19)	NPS	Round-trip	\$ 45.55	111	\$ 5,056.05
Transportation – Zone 2 (RT/day) (thru 1/06/19)	NPS	Round-trip	\$ 56.08	-111	(6,224.88)
TOTAL AMENDMENT #1 CONTRACT COST:					\$ (1,168.83)

AMENDED CONTRACT – September 25, 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	180	\$ 33,255.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	78	0.00
Speech and Language (1x60min/wk)	NPS	30 Minutes	\$ 55.71	78	4,345.38
Transportation – Zone 1 (RT/day) (as of 1/07/19)	NPS	Round-trip	\$ 45.55	111	5,056.05
Transportation – Zone 2 (RT/day) (thru 1/06/19)	NPS	Round-trip	\$ 56.08	69	3,869.52
TOTAL AMENDED CONTRACT COST:					\$ 46,525.95

This AMENDED Service shall begin on January 7, 2019 and shall terminate at 5:00 p.m. on June 30, 2019 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Olive Crest Academy

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson

(Type Name of Superintendent)

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: April 9, 2019

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

Board Meeting Date: April 25, 2019

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	Professional Tutors of America, Inc. W19230	N/A	April 25, 2019 to June 30, 2019
	Professional Tutors of America, Inc. W19231	\$3,112.50	April 25, 2019 to June 21, 2019
	Olive Crest Academy W19232	\$14,690.63	March 22, 2019 to June 30, 2019

Approved by the FVSD Board of Trustees
April 25, 2019

Dr. Mark Johnson
Superintendent

Date:

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

W19230

PROFESSIONAL TUTORS OF AMERICA, INC.

FOUNTAIN VALLEY SCHOOL DISTRICT

2018-2019

63. DEBARMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 25th day of April 2019 and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provide herein.

CONTRACTOR,
Professional Tutors of America, Inc.
Nonpublic School/Agency

LEA,
Fountain Valley School District

By: _____
Signature Date

Name and Title of Authorized Representative

By: _____
Signature Date
Dr. Mark Johnson, Superintendent
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name
Professional Tutors of America, Inc.
Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: RATES

CONTRACTOR Professional Tutors of America **CONTRACTOR NUMBER** W19230 **2018-2019**
(NONPUBLIC SCHOOL OR AGENCY) (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 _____

Rate	Period
------	--------

A. Basic Education Program/Special Education Instruction

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

(1)	Academic Tutoring (Comp. Education)	\$ 75.00	Per Hour
(2)	a. Educational Counseling & Guidance – Individual	\$ 75.00	Per Hour
	b. Educational Counseling – E.R.I.C.S. / E.R.M.H.S.	\$ 120.00	Per Hour
	c. Counseling – Parent Training	\$ 75.00	Per Hour
(3)	a. Language and Speech Development & Remediation – Individual	\$ 120.00	Per Hour
(4)	a. Occupational Therapy – Individual	\$ 120.00	Per Hour
(5)	Behavior Intervention		
	a. Behavior Intervention and Implementation (BII)	\$ 75.00	Per Hour
	b. Behavior Intervention – Design or Planning (BID)	\$ 120.00	Per Hour
(6)	Visual Impairment Teacher	\$ 75.00	Per Hour
(7)	Academic Assessment		
	a. Scantron Performance and Achievement Series	\$ 75.00	Per Hour
	d. Woodcock Johnson IV	\$ 75.00	Per Hour
(8)	Vocational Education and Career Development	\$ 90.00	Per Hour

2018/2019

HBUHSD Contract # W19231

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on April 25, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	PROFESSIONAL TUTORS OF AMERICA, INC.	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	3350 E. BIRCH STREET, SUITE 108 BREA, CA 92821	
LEA Case Manager	JENNY MC CANN		Phone	714-784-3432	Fax
			E-Mail	www.professionaltutors.com	
Student Last Name	Student First Name		Program Contact Name	JENNIFER BESSE, PROGRAM MANAGER	
D.O.B.	I.D. #		Phone	714-784-3432	Fax
			E-Mail	www.professionaltutors.com	
Grade Level	Sex (M or F)		Education Schedule – Regular School Year		
Parent/Guardian Last Name	Parent/Guardian First Name		Number of Days		Number of Weeks
Address City, State Zip			Education Schedule – Extended School Year		
			Number of Days		Number of Weeks
			Contract Begins	04/25/19	Ends 06/21/19
Home Phone	Business/ Mobile Phone		Master Contract Approved by the Governing Board on:		04/25/19

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
3. Adapted P.E.									
4. Speech/Language									
a. Individual									
b. Group									
c. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NFS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Academic Tutoring - <i>COMP Hours to be completed by 6/21/19</i>			X		NTE \$75/hr	NTE 41.5hrs	41.5		\$ 3,112.50
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
A + B TOTAL COST									\$ 3,112.50

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 3,112.50

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 3,112.50

Other Provisions/Attachments:

Progress Reporting Requirements: _____ Quarterly _____ Monthly X Trimester _____ Other (Specify)

APPROVED BY THE GOVERNING BOARD ON 04/25/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

PROFESSIONAL TUTORS OF AMERICA, INC.
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)

2018/2019

HBUHSD Contract # W19232

Please refer to this number on correspondence, invoices, etc.

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code 56365 et seq.)

This agreement is effective on March 22, 2019 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2019, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	OLIVE CREST ACADEMY	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	2190 N. CANAL STREET ORANGE, CA 92865	
LEA Case Manager	ELIZABETH RIVERA		Phone	714-998-6571	Fax 714-998-6573
Student Last Name	Student First Name	Program Contact Name			
D.O.B.	ID.#	Phone	Fax		
Grade Level	Sex (M or F)	Education Schedule – Regular School Year			
Parent/Guardian Last Name	Parent/Guardian First Name	Number of Days	53	Number of Weeks	11
Address City, State Zip	Education Schedule – Extended School Year				
		Number of Days	8	Number of Weeks	2
Home Phone	Business/Mobile Phone	Contract Begins	03/22/19	Ends	06/30/19
		Master Contract Approved by the Governing Board on:			06/21/18

DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mta/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 184.75	PER DIEM	53	8	\$ 11,269.75
B. RELATED SERVICES									
1. Transportation						Zone 2			
a. Paid to NPS/A		X			\$ 56.08/day	1 RT/Daily	53	8	\$ 3,420.88
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	11	2	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	11	2	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

Please refer to this number on correspondence, invoices, etc.

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. BII - Implementation									
b. BID - Development									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST		\$ 14,690.63	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 3,420.88

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 14,690.63

Other Provisions/Attachments:

Progress Reporting Requirements: Quarterly Monthly X Trimester Other (Specify)

APPROVED BY THE GOVERNING BOARD ON: 04/25/19

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)