



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

September 5, 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 (Seller), and Brookfield Homes Southern California LLC (Buyer).

Under Negotiation: Instruction to negotiators will concern price and terms of payment issues associated with a possible First Amendment to the Agreement for Purchase and Sale and Joint Escrow Instructions for the proposed sale of the identified Property.

- Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of *Government Code section 54956.9*: 1 case

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

STAFF REPORTS AND PRESENTATIONS

1. UNAUDITED ACTUALS FOR FISCAL YEAR 2018-19 (ORAL AND WRITTEN)

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2018-19.

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

2. ACTION TO APPROVE A FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (FORMER FRED MOIOLA SITE)

M _____
2nd _____
V _____

The Board previously approved an Agreement for Purchase and Sale and Joint Escrow Instructions whereby the District agreed to sell approximately 12.9 acres of real property, located at 9790 Finch Avenue, Fountain Valley, CA 92708, known as the Former Fred Moiola School Site, to Brookfield Homes Southern California LLC. The Agreement grants the Buyer a “Due Diligence Period” to allow the Buyer time to review the Property before completing the purchase of the Property. The Buyer has now requested an extension of the Due Diligence Period to complete its assessment of the Property.

Superintendent’s Recommendation: It is recommended that the Board of Trustees: 1) Approves the “First Amendment to Agreement for Purchase and Sale and Joint Escrow Instructions” between the District and Brookfield Homes Southern California LLC.; 2) Delegates authority to the Superintendent, or a designee, to execute the First Amendment, and take any action necessary to effectuate the terms of the Amendment.

3. 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

- 3-A.** Board Meeting Minutes from August 8th regular meeting
- 3-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-C.** Donations
- 3-D.** Warrants
- 3-E.** Purchase Order Listing
- 3-F.** Transfers and Adjustments

Consent Items

3-G. RESOLUTION 2020-01: GANN AMENDMENT APPROPRIATIONS LIMITATION

Superintendent’s Comments: It is recommended that the Governing Board adopts Resolution 2020-01, identifying the 2018-19 actual appropriation limit and the 2019-20 estimated appropriation limit.

3-H. 2018-19 CAPITAL FACILITIES FUND / DEVELOPER FEES

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

3-I. APPROVE THE CONTRACT WITH WESTCOAST AIR CONDITIONING CO., INC. FOR HVAC AND MODERNIZATION AT COURREGES SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with West Coast Air Conditioning Co., Inc. for the Courreges Elementary School Measure O HVAC and Modernization Project complete and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

3-J. APPROVE THE CONTRACT WITH GOLDEN STATE PAVING CO., INC. FOR THE ASPHALT PAVING AT COURREGES ELEMENTARY SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Golden State Paving Co., Inc. complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

3-K. APPROVE THE CONTRACT WITH CHAPMAN COAST ROOFING FOR THE REROOFING OF PLAVAN ELEMENTARY SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE APPROPRIATE NOTICES OF COMPLETION

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing for the reroofing of Plavan Elementary School complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

3-L. BOARD POLICY 1240 VOLUNTEER ASSISTANCE (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that the Board of Trustees approves revisions to Board Policy 1240 Volunteer Assistance for second reading and adoption, with necessary changes as indicated by the Board.

3-M. UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2018-19

Superintendent's Comments: It is recommended that the Board of Trustees approves the unaudited actuals for fiscal year 2018-19 and the adjusted 2019-20 beginning balance.

3-N. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND KRISTINE MRAZ/BE THE CHANGE CONSULTING TO LITERACY BEST PRACTICE AT OKA SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approves Kristine Mraz/Be The Change Consulting for professional development services at Oka School.

3-O. APPROVE CHANGE ORDER #1 FOR THE COX ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATRION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #1 for the Cox Elementary School Measure O HVAC and Modernization Project

3-P. APPROVE CHANGE ORDER #1 FOR THE FULTON MIDDLE SCHOOL MEASURE O HVAC AND MODERNIZATRION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #1 for the Fulton Middle School Measure O HVAC and Modernization Project.

3-Q. APPROVE CHANGE ORDER #1 FOR THE TAMURA ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATRION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approves Change Order #1 for the Tamura Elementary School Measure O HVAC and Modernization Project.

3-R. APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MICHELLE MCHALE TO SUPPORT HIGH LEVEL READING AND WRITING INSTRUCTION AT TAMURA SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approves Michelle McHale for professional development services at Tamura School.

3-S. APPROVAL OF CONTRACT FOR ONE ADDITIONAL YEAR OF THE READING PLUS INTERVENTION PROGRAM AT TALBERT MIDDLE SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approves an additional year of Reading Plus at Talbert Middle School, which includes on-site

professional development and full implementation support for the 2019/2020 school year.

3-T. SUBMISSION OF AN ST MATH SCHOOL GRANTS PROGRAM SCHOLARSHIP APPLICATION TO FUND A PORTION OF THE COST FOR ST MATH FOR THE FVSD'S 10 SCHOOLS

Superintendent's Comments: It is recommended that the Board of Trustees approves the submission of the ST Math School Grants Program application.

3-U. 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
Secure Transportation Co., Inc.	\$36,000	8/29/19-6/30/20
Scott Larsen	\$4,000	8/13/19-6/30/20
Olive Crest Academy	\$44,214.06	8/26/19-6/30/20
Oliva Crest NPA	N/A	7/1/19-6/30/20
Olive Crest NPA	\$15,000	8/26/19-1/31/20
Olive Crest Academy	\$2,000	9/6/19-6/30/20
Cornerstone Therapies	\$1,500	9/6/19-6/30/20
Professional Tutors of America, Inc.	N/A	7/1/19-6/30/20
Professional Tutors of America, Inc.	\$1,500	9/6/19-1/31-20
Professional Tutors of America, Inc.	\$3,112.50	9/6/19-12/31/19

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, October 10, 2019 at 6:30pm.

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

Regular Board meeting proceedings are tape recorded.

Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or calling 714.843.3255 or faxing 714.841.0356.

Board meeting of September 5, 2019



SO: 2019-20/B20-08
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **UNAUDITED ACTUALS FOR FISCAL YEAR 2018-19 (ORAL AND WRITTEN)**
DATE: August 30, 2019

Background:

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2018-19.



SO: 2019-20/B20-09
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **ACTION TO APPROVE A FIRST AMENDMENT TO
AGREEMENT FOR PURCHASE AND SALE AND JOINT
ESCROW INSTRUCTIONS (FORMER FRED MOIOLA SITE)**
DATE: August 30, 2019

Background:

The Board previously approved an Agreement for Purchase and Sale and Joint Escrow Instructions (the "Agreement") whereby the District agreed to sell approximately 12.9 acres of real property, located at 9790 Finch Avenue, Fountain Valley, CA 92708, known as the Former Fred Moiola School Site ("Property"), to Brookfield Homes Southern California LLC (the "Buyer"). The Agreement grants the Buyer a "Due Diligence Period" to allow the Buyer time to review the Property before completing the purchase of the Property. In exchange for the Due Diligence Period, the Agreement requires the Buyer to make certain deposits that are held by an Escrow Holder and released to the District once they become non-refundable to Buyer. Currently, the District has received an initial \$100,000 non-refundable deposit, as well as an additional \$100,000 non-refundable deposit which extended the Due Diligence Period to September 2, 2019. Additionally, Escrow Holder is currently holding a refundable deposit amount from Brookfield which totals \$900,000 ("Remaining Deposit"), which will become non-refundable to the Buyer and will be released to the District (as well as an additional \$2,615,000 non-refundable deposit) if the Buyer decides to proceed with the purchase of the Property after its Due Diligence Period review. If the Buyer elects to terminate the Agreement and not proceed with the Property purchase during the Due Diligence Period, the Remaining Deposit will be returned to the Buyer.

The Buyer has now requested an extension of the Due Diligence Period to complete its assessment of the Property. In exchange for this Due Diligence extension, the Buyer is willing to allow the Escrow Holder to release portions of the Remaining Deposit to the District. Therefore, District staff, in consultation with legal counsel, negotiated this proposed Amendment to the Agreement in order to establish the specific terms of the proposed Due Diligence Period extension and Remaining Deposit release as follows:

1) Upon approval of the proposed Amendment by the Board, an additional Fifty Thousand Dollars (\$50,000) of the Remaining Deposit shall become non-refundable to Buyer and shall be released to the District, and the Due Diligence Period will be extended through October 17, 2019; and

2) Any time prior to October 17, 2019, the Buyer may elect to further extend the Due Diligence Period to December 2, 2019 by instructing the Escrow Holder to release another non-refundable amount of One Hundred Fifty Thousand Dollars (\$150,000) from the Remaining Deposit to the District.

The proposed Amendment will allow the District to maintain the Agreement and current escrow with the Buyer for the proposed sale of the Property, and the District will receive additional deposit releases in exchange for the additional Due Diligence Period time granted to the Buyer.

Recommendation: It is recommended that the Board of Trustees:

- 1) Approves the “First Amendment to Agreement for Purchase and Sale and Joint Escrow Instructions” between the District and Brookfield Homes Southern California LLC.
- 2) Delegates authority to the Superintendent, or a designee, to execute the First Amendment, and take any action necessary to effectuate the terms of the Amendment.

**FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

This First Amendment (“Amendment”) dated September 6, 2019 (“Effective Date”), by and between the FOUNTAIN VALLEY SCHOOL DISTRICT, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (“District”) and BROOKFIELD HOMES SOUTHERN CALIFORNIA LLC, a Delaware limited liability company (“Buyer”) (collectively, the “Parties”) amends that certain Agreement for Purchase and Sale and Joint Escrow Instructions with the Effective Date of June 4, 2019 (the “Agreement”) as follows:

RECITALS

WHEREAS, Buyer and District have entered into the Agreement for the sale by District to Buyer of that certain real property consisting of approximately 12.9 acres of real property, located at 9790 Finch Avenue, Fountain Valley, CA 92708, known as the Former Fred Moiola School Site, in the City of Fountain Valley (the “Land”) together with all improvements located thereon, all easements, licenses, and interests appurtenant thereto, and all land entitlements, owned or held by District in connection with the Land (the “Property”), as more particularly set forth in the Agreement;

WHEREAS, Section 2.2 of the Agreement granted Buyer a “Due Diligence Period” to review and inspect the Property to determine if Buyer wanted to proceed with the purchase of the Property;

WHEREAS, pursuant to Section 2.2 of the Agreement, the Due Diligence Period commenced on the Effective Date of the Agreement, June 4, 2019, continued for a period of sixty (60) days and allowed the Buyer to extend for an additional thirty (30) days by making a deposit payment, which the Buyer did, thereby extending the Due Diligence Period to September 2, 2019;

WHEREAS, the District has agreed to Buyer’s request to further extend the Due Diligence Period in exchange for the release of deposit funds as set forth herein; and

WHEREAS, Section 6.11 of the Agreement requires that any amendment or modification to the Agreement must be in writing and executed by both Buyer and District.

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth below.

1. Due Diligence Extension(s) and Release of Funds.

The Agreement shall be read to reflect and include the following:

A. On September 6, 2019, FIFTY THOUSAND DOLLARS (\$50,000) from the Remaining Deposit shall immediately be released to District (“First Remaining Deposit”).

Release”), through the Escrow Holder, and shall be non-refundable to Buyer should Buyer not purchase the Property for any reason whatsoever, unless District is found to be in breach or default of the terms of this Agreement. Should Buyer purchase the Property, the First Remaining Deposit Release shall be fully credited to the Purchase Price. In exchange for this First Remaining Deposit Release, the Due Diligence Period shall be extended for an additional forty-five (45) days, through and including October 17, 2019 (“First Additional Due Diligence Extension Period”). After such First Remaining Deposit Release, the Remaining Deposit shall consist of EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000).

B. At any time during before the Due Diligence Period expires (specifically, on or before October 17, 2019), Buyer may elect to further extend the Due Diligence Period for an additional forty-five (45) days, to December 2, 2019 (“Second Additional Due Diligence Extension Period”), by instructing Escrow Holder in writing (with a copy to District) to immediately release an additional ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) from the Remaining Deposit to District (“Second Remaining Deposit Release”), which shall be non-refundable to Buyer should Buyer not purchase the Property for any reason whatsoever, unless District is found to be in breach or default of the terms of this Agreement. Should Buyer purchase the Property, the Second Remaining Deposit Release shall be fully credited to the Purchase Price. Therefore, in exchange for this Second Remaining Deposit Release, the Due Diligence Period shall be extended through and including December 2, 2019. After such Second Remaining Deposit Release, the Remaining Deposit shall consist of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000).

2. Close of Escrow.

To incorporate these extensions to the Due Diligence Period as set forth above, Section 3.2 of the Agreement, which addresses the Close of Escrow, is hereby revised as follows:

3.2 Close of Escrow; Closing Date. Provided that this Agreement is not earlier terminated pursuant to the terms and provisions hereof, Escrow shall close and the Escrow Holder is instructed to on the Closing Date (as defined below), or upon such other date as Buyer and Seller shall, by written notice to the Escrow Holder, mutually agree. By closing Escrow, the Escrow Holder shall be deemed to have irrevocably committed to cause the Title Company to issue the Title Policy. If one or more conditions to closing are not satisfied or waived by the benefited party, the Parties shall cooperate with each other to satisfy the same up to and including the Outside Closing Date and when such conditions have been satisfied, Escrow Holder shall close the Escrow. For purposes of this Agreement, “Closing Date” refers to the earlier of: 1) eighteen (18) months after the expiration of the Due Diligence Period, or 2) the date ten (10) business days after approval of tentative track map and expiration of all appeal and review periods without the filing of proceedings seeking an appeal or review of such approval or, if such proceedings are filed, the final resolution of such proceedings in a manner which upholds such approval. Therefore, the Closing Date shall be no later than seven hundred twenty (720) days following the Opening of Escrow (the “Outside Closing Date”), calculated as sixty (60) days for the Due Diligence Period, thirty (30) days

for the Due Diligence Extension Period previously exercised by Buyer, forty five (45) days for the First Additional Due Diligence Extension Period (as defined above), and forty five (45) days for the Second Additional Due Diligence Extension Period (as defined above), if exercised, and eighteen (18) months (or five hundred forty (540) days) as the maximum length of the Closing Date following the expiration of the extended Due Diligence Period.

3. Additional Agreement Revisions.

A. Section 3.4(a) is hereby revised as follows:

the Purchase Price less the Initial Deposit (including Non-Refundable Deposit and Remaining Deposit portions thereof), the Additional Deposit, the Due Diligence Extension Deposit, the First Remaining Deposit Release, and the Second Remaining Deposit Release (if applicable);

B. The first two paragraphs of Section 4.5 are hereby revised as follows (with the remaining paragraphs of Section 4.5 remaining the same):

In the event each of the conditions set forth in Section 4.1 is not fulfilled within the time provided in Section 4.1 or waived by Buyer pursuant to Section 4.4, Buyer may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Buyer, Buyer shall be entitled to a refund of any and all payments made by Buyer, including any Initial Deposit (including Non-Refundable Deposit and Remaining Deposit portions thereof), the Additional Deposit, the Due Diligence Extension Deposit, the First Remaining Deposit Release, and the Second Remaining Deposit Release (if applicable).

In the event that the conditions set forth in Section 4.2 are not fulfilled or waived prior to the Closing Date, Seller may, at its option, terminate this Agreement and the Escrow opened hereunder, thereby releasing the Parties from further obligations hereunder. In the event of such termination by Seller, Buyer shall not be entitled to any refund, or portion thereof, of the Initial Deposit (including Non-Refundable Deposit and Remaining Deposit portions thereof), the Additional Deposit, the Due Diligence Extension Deposit, the First Remaining Deposit Release, and the Second Remaining Deposit Release (if applicable).

C. Section 5.5 is hereby revised as follows:

LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IN THE EVENT ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, ACTUAL DAMAGES TO SELLER WOULD

BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN, AND THEREFORE, AGREE THAT THE INITIAL DEPOSIT (INCLUDING NON-REFUNDABLE DEPOSIT AND REMAINING DEPOSIT PORTIONS THEREOF), THE ADDITIONAL DEPOSIT, THE DUE DILIGENCE EXTENSION DEPOSIT, THE FIRST REMAINING DEPOSIT RELEASE, AND THE SECOND REMAINING DEPOSIT RELEASE (IF APPLICABLE), PAID HEREUNDER SHALL CONSTITUTE LIQUIDATED DAMAGES TO SELLER UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. BUYER HEREBY IRREVOCABLY INSTRUCTS ESCROW HOLDER, UPON SUCH BREACH OR DEFAULT BY BUYER, TO RELEASE SAID PAYMENT(S) AND ACCRUED INTEREST THEREON TO SELLER SHOULD ESCROW HOLDER THEN BE IN POSSESSION THEREOF. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

4. **Binding Effect; Partial Invalidity.** This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Agreement.

5. **Full Force and Effect; No Other Amendments.** The Agreement is hereby modified with respect to the terms set forth herein, and any other portion thereof as necessary to implement the foregoing. Except as specifically set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect as executed by the Parties.

6. **Counterparts.** This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

7. **Inconsistencies.** In the event of any inconsistency between the terms of this Amendment and those of the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, Buyer and District have, by their duly authorized representatives, executed this Amendment, as of the Effective Date set forth above, and agree that this Amendment shall constitute binding modifications to the Agreement.

DISTRICT:

FOUNTAIN VALLEY SCHOOL DISTRICT

By: _____
Christine Fullerton,
Assistant Superintendent, Business Services

APPROVED AS TO FORM:
ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Andreas C. Chialtas, Esq., Legal Counsel for
Fountain Valley School District

Buyer:

**BROOKFIELD HOMES SOUTHERN
CALIFORNIA LLC**

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

August 8, 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: Mr. Cunneen

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.

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

PLEDGE OF
ALLEGIANCE

Mr. Collins led the Pledge of Allegiance.

SPECIAL PRESENTATIONS

Superintendent, Dr. Mark Johnson, introduced the Board of Trustees to the newest members of the Fountain Valley School District Family, Ms. Julie Gonzales, Assistant Principal at Fulton Middle School, and Ms. Teri Malpass, Principal at Gisler School. In addition, he congratulated Ms. Erin Bains on her recent appointment as Principal at Fulton Middle School.

INTRODUCTION OF
ERIN BAINS,
PRINCIPAL AT
FULTON MIDDLE
SCHOOL; JULIE
GONZALES,
ASSISTANT
PRINCIPAL AT
FULTON MIDDLE
SCHOOL; AND TERI
MALPASS, PRINCIPAL
AT GISLER SCHOOL

BOARD REPORTS AND COMMUNICATIONS

Mrs. Crandall thanked Mrs. Fullerton and our Business Team. They closed the books on July 30th and were up and running August 1st. Her activities since the last meeting included: Summer Harvest distribution event, and ESP and pilot reading and writing summer programs tour.

Mr. Cunneen's activities since the last meeting included: Meeting of FV General Plan Advisory Committee and District Office Opening and School Supply Distribution hosted by Senator Tom Umberg.

Mrs. Galindo commended the blacktop replacement at Plavan School.

Mrs. Schultz' activities since the last meeting included: several great Concerts in the Park hosted by the FV Recreation and Community Services Division, noting that many of our families were there.

Mr. Collins' activities since the last meeting included: FVEF meeting, several Concerts in the Park at Mile Square, tour of ESP

and pilot reading and writing summer programs, *FV Living* event at Heritage Park hosted by the Seedens, and FV Rotary planning meeting. He thanked his fellow trustees for their service this month.

PUBLIC COMMENTS

There was one request to address the Board of Trustees. A teacher addressed the Board regarding a combo class at Courreges School.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Cunneen moved adopt the 2019-20 District Priorities.

**ADOPTION OF
DISTRICT
PRIORITIES**

Second: Mrs. Schultz

Vote: 5-0

Motion: Mrs. Galindo moved to approve the addendum to Employment Contract for Assistant Superintendent, Personnel.

**APPROVAL OF
ADDENDUM TO
EMPLOYMENT
CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
PERSONNEL**

Second: Mrs. Crandall

Dr. Johnson noted for clarity purposes only, that longevity is retroactive to the 18-19 school year.

Pursuant to Government Code section 54953, subdivision (c)(3), Mr. Collins provided the following oral summary of the salary and fringe benefits as set forth in the proposed Addendum to Employment Agreement of Assistant Superintendent, Personnel Services, Cathie Abdel between Fountain Valley School District and Cathie Abdel.

- The term of the Assistant Superintendent, Personnel Services Contract is extended to June 30, 2022, upon action of the Board of Trustees on August 8, 2019.
- The Assistant Superintendent's salary is increased to an annual salary of \$190,847.00 for the 2018-19 school year and \$194,664.00 for the 2019-20 school year.
- The Assistant Superintendent will receive a one-time 1.00% off schedule salary payment of \$1,853.00 based on the prior base salary of \$185,288.00.

- The Assistant Superintendent will receive the same health and welfare benefit contributions from the District as certificated bargaining unit members and under the same terms and conditions.
- In each school year under the Agreement, the Assistant Superintendent shall receive longevity compensation as provided by Management Policies.

Vote: 5-0

Motion: Mrs. Galindo moved to approve the addendum to the Employment Contract for Assistant Superintendent, Business Services.

Second: Mr. Cunneen

APPROVAL OF
ADDENDUM TO
EMPLOYMENT
CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
BUSINESS
SERVICES

Pursuant to Government Code section 54953, subdivision (c)(3), Mr. Collins provided the following oral summary of the salary and fringe benefits as set forth in the proposed Addendum to Employment Agreement of Assistant Superintendent, Business Services, Christine Fullerton, between Fountain Valley School District and Christine Fullerton.

- The term of the Assistant Superintendent, Business Services Contract is extended to June 30, 2022, upon action of the Board of Trustees on August 8, 2019.
- The Assistant Superintendent's salary is increased to an annual salary of \$200,514.00 for the 2018-19 school year and \$204,525.00 for the 2019-20 school year.
- The Assistant Superintendent will receive a one-time 1.00% off schedule salary payment of \$1,947.00 based on the prior base salary of \$194,674.00.
- The Assistant Superintendent will receive the same health and welfare benefit contributions from the District as certificated bargaining unit members and under the same terms and conditions.
- In each school year under the Agreement, the Assistant Superintendent shall receive longevity compensation as provided by Management Policies.

Vote: 5-0

Motion: Mrs. Crandall moved to approve the addendum to the Employment Contract for Assistant Superintendent, Educational Services.

Second: Mrs. Schultz

Pursuant to Government Code section 54953, subdivision (c)(3), Mr. Collins provided the following oral summary of the salary and fringe benefits as set forth in the proposed Addendum to Employment Agreement of Assistant Superintendent, Educational Services, Dr. Steve McLaughlin between Fountain Valley School District and Dr. Steve McLaughlin.

APPROVAL OF
ADDENDUM TO
EMPLOYMENT
CONTRACT FOR
ASSISTANT
SUPERINTENDENT,
EDUCATIONAL
SERVICES

- The term of the Assistant Superintendent, Educational Services, Contract is extended to June 30, 2022, upon action of the Board of Trustees on August 8, 2019.
- The Assistant Superintendent's salary is increased to an annual salary of \$190,847.00 for the 2018-19 school year and \$194,664.00 for the 2019-20 school year.
- The Assistant Superintendent will receive a one-time 1.00% off schedule salary payment of \$1,853.00 based on the prior base salary of \$185,288.00.
- The Assistant Superintendent will receive the same health and welfare benefit contributions from the District as certificated bargaining unit members and under the same terms and conditions.
- In each school year under the Agreement, the Assistant Superintendent shall receive longevity compensation as provided by Management Policies.
- In each school year under the Agreement, the Superintendent shall receive an annual doctoral stipend of \$3,000.

Vote: 5-0

Motion: Mrs. Galindo moved to approve the addendum to the Employment Contract for Superintendent.

Second: Mr. Cunneen

APPROVAL OF
ADDENDUM TO
EMPLOYMENT
CONTRACT FOR

SUPERINTENDENT

Pursuant to Government Code section 54953, subdivision (c) (3), Mr. Collins provided the following oral summary of the salary and fringe benefits as set forth in the proposed Addendum to Employment Agreement of Superintendent Mark Johnson between Fountain Valley School District and Mark Johnson.

- The term of the Superintendent's Contract is extended to June 30, 2023, upon action of the Board of Trustees on August 8, 2019.
- The Superintendent's salary is increased to an annual salary of \$244,315.00 for the 2018-19 school year and \$249,201.00 for the 2019-20 school year.
- The Superintendent will receive a one-time 1.00% off schedule salary payment of \$2,372.00 based on the prior base salary of \$237,199.00.
- The Superintendent will receive the same health and welfare benefit contributions from the District as certificated bargaining unit members and under the same terms and conditions.
- In each school year under the Agreement, the Superintendent shall receive longevity compensation as provided by Management Policies.
- In each school year under the Agreement, the Superintendent shall receive an annual doctoral stipend of \$3,000.

Vote: 5-0

Motion: Mrs. Schultz moved to approve Board Policy 1240 Volunteer Assistance for first reading.

BOARD POLICY
1240 VOLUNTEER
ASSISTANCE

Second: Mr. Cunneen

Vote: 5-0

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

CONSENT
CALENDAR

Second: Mrs. Galindo

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from June 27th Regular Meeting
- Personnel Items (Employment Functions, Workshops/Conferences, And Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Record Of Eighth Grade Promotion, June 2019
- District Field Trip List 2019-20
- Educational Services Approved Independent Contractor List
- 2018-19 Quarterly Report On Williams Uniform Complaints
- Approve Change Order #2 For The Masuda Middle School Measure O HVAC and Modernization Project
- Mandate Block Grant
- Independent Contract For Behavior Solutions
- Independent Contract With Dr. Elizabeth Gendy-Shaker
- Language Network
- Approve The Continued Use Of The Santa Rita Union School District Piggyback Bid No. 2015-16-1a Awarded To American Modular Systems To Purchase Science And Music Relocatable Classrooms At The Three Middle Schools
- Authorize The Use Of The 2019-2020 Renewal Of Garden Grove School District's RFP No. 1711 For Frozen Refrigerated, Processed Commodity, Dry Goods And Services
- Approve Change Order #3 For The Courreges Elementary School Measure O HVAC and Modernization Project
- Approve The Agreement With Corinne Loskot Consulting Inc., In Order To Assist With Obtaining State School Facilities Funding
- Approve The Use Of CMAS Contract No. #4-19-00-0114b For The Purchase Of Classroom Amplification Systems
- Approve The Contract With Chapman Coast Roofing For The Reroofing Of The Fulton Middle School Portables Complete And Authorize Staff To File The Appropriate Notices Of Completion
- Approve The Contract With West Coast Air Conditioning Co., Inc. For HVAC And Modernization At Masuda Middle School Complete And Authorize Staff To File The Appropriate Notices Of Completion
- Special Education Settlement Agreement 2019-2020 A

- Special Education Agreement 2019-2020 B
- Special Education Settlement Agreement 2019-2020 C
- Non-Public Agency Contracts

Non-Public School/Agency	100% Contract Cost	Effective Dates
Secure Transport Company	\$38,000	7/25/19-6/30/20

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Commended the work of Summer Harvest, a nonprofit that serves our families five times throughout the summer, providing food distribution. In addition, he commended parent, Mrs. Kimberly Ramero, for finding volunteers for packing food for the next distribution. Moreover, he highlighted the Notice of Completion for Masuda approved by the Board this evening, noting that the Measure O work at this campus is complete. In addition, this spring, we completed all the roofs on the portables at Fulton, another Notice of Completion approved this evening. He highlighted the work this summer at Cox, Tamura and Fulton. In closing, he noted the upcoming Leadership Advance, commending the work of our senior staff in preparing for the day.

Mr. Collins Shared his pride for the US Women's Soccer Team and their recent win for our county.

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 7:27PM.

Second: Mrs. Galindo

Vote: 5-0

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
September 5, 2019**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE APPROVAL OF A CHANGE IN THE DAILY RATE FOR CERTIFICATED SUBSTITUTE TEACHERS FROM \$110.00 TO \$125.00, A TIERED DAILY RATE FROM \$110.00 TO \$135.00 FOR CERTIFICATED SUBSTITUTES WHO WORK MORE THAN 50 DAYS IN THE PREVIOUS SCHOOL YEAR, LONG TERM FROM \$125.00 TO \$150.00, and MODIFIED DAY FROM \$89.05 TO \$100.75 EFFECTIVE 09/01/2019.

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2019-2020 SCHOOL YEAR EFFECTIVE 08/28/2019.:

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.1.1 Pourjahan, Jane	Resource Specialist	Cox	1.0
1.1.2 Elmi, Adam	History/ Social Science	Fulton	1.0
1.1.3 Ho, Cathy	Math	Fulton	1.0
1.1.4 Todd, Kelly	ELA	Fulton	1.0
1.1.5 Vivar, Rolando	Math	Fulton	1.0
1.1.6 Lindsey, Kaitlyn	1 st Grade	Gisler	1.0
1.1.7 MacDonald, Elena	Choir	Fulton/Masuda/Talbert	.83
1.1.8 Rex, Melissa	Vocal Music	Gisler/Newland/Plavan	1.0
1.1.9 Skitco, Kaelin	Speech & Language	Newland	1.0
1.1.10 Caserta, Brooke	Speech & Language	Oka	1.0
1.1.11 Mowrey, Morgan	1 st Grade	Plavan	1.0
1.1.12 Cron, Karen	Science/PE	Talbert	1.0
1.1.13 Golf, Nicole	Kindergarten	Tamura	1.0
1.1.14 Van Voy, Allison	1 st Grade	Tamura	1.0

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF CERTIFICATED RE- EMPLOYMENT ON TEMPORARY CONTRACT FOR THE FOLLOWING CERTIFICATED EMPLOYEES FOR THE 2019-2020 SCHOOL YEAR EFFECTIVE 08/29/2019.

<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1 Boer, Sara	Classroom Teacher	Courreges/3 rd Grade	1.0
1.2.2 Brady, Deanna	Classroom Teacher	Courreges/2 nd Grade	1.0
1.2.3 Brucato, Desirae	Special Educ./MM	Fulton Middle School	1.0
1.2.4 Dickson, Angelique	Resource Specialist	Fulton Middle School	1.0
1.2.5 Zambanini, Rebecca	ELA/History/SS	Fulton Middle School	1.0
1.2.6 Covello, Alixandra	Classroom Teacher	Gisler/4 th Grade	1.0
1.2.7 Priest, Ariana	Classroom Teacher	Gisler/4 th Grade	1.0
1.2.8 Ayalde, Samantha	Math	Masuda Middle School	1.0
1.2.9 Dinh, Julie	Classroom Teacher	Newland/TK	1.0
1.2.10 Carlson, Marissa	Classroom Teacher	Oka/K/1 Combo	1.0
1.2.11 Pham, Mai	Classroom Teacher	Oka/ 3 rd Grade	1.0
1.2.12 Reza, Stephanie	Classroom Teacher	Plavan/5 th Grade	1.0
1.2.13 Christie, Sara	Classroom Teacher	Tamura/K	1.0
1.2.14 Hom, Rebecca	Classroom Teacher	Tamura/5 th Grade	1.0

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.3.1	McMahon, Peny	Kindergarten	Courreges	Medical	08/29/2019
1.3.2	Sankey, Debra	Kindergarten	Cox	MaternityChild Bonding	08/29/2019
1.3.3	Martone, Sumarlei	Kindergarten	Cox	Medical	08/29/2019
1.3.4	Kobzeff, Julie,	Math	Fulton	Child Bonding	08/29/2019
1.3.5	Kitahara, Amanda	4 th Grade	Newland	Child Bonding	08/29/2019
1.3.6	Hubbard, Randi	Kindergarten	Oka	Child Bonding	09/23/2019
1.3.7	Vonlderstein, Chelsea	SDC	Talbert	Child Bonding	09/30/2019

2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF LEARNING ACTIVITY
PLACEMENT AGREEMENT WITH CSUF, EFFECTIVE SEPTEMBER 5, 2019.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
September 5, 2019**

2.0 EMPLOYMENT FUNCTIONS

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.1.1	Rios, Gabriela	Oka	Preschool Assistant	09/04/2019
3.1.2	Whitney, Vanessa	Plavan	Preschool Assistant	09/04/2019
3.1.3	Silva, Keziah	Newland	ESP Instructor	09/09/2019

3.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
3.2.1	Willoughby, Lisa	Gisler	IA Moderate/Severe	Family Illness	09/04/2019
3.2.2	Blanke, Anna	Oka	Preschool Assistant	Child Care	09/06/2019

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.3.1	Coziahr, Jill	Tamura	Noon Duty Aide	06/20/2019
3.3.2	Soderberg, Lindsey	Plavan	Noon Duty Aide	06/20/2019
3.3.3	Gonzales, Christine	Oka	Preschool Assistant	06/20/2019
3.3.4	Bell, Christine	Tamura	Kindergarten Assistant	06/20/2019
3.3.5	Chahmat, Achraf	Masuda	IA Arabic	06/20/2019
3.3.6	Sahinyilmaz, Husne	Masuda	Noon Duty Aide	06/20/2019
3.3.7	Nguyen, Huyen	Gisler	Food Service Worker	06/20/2019
3.3.8	Ortiz, Thomas	Oka	IA Mild/Moderate	07/25/2019
3.3.9	Chura, Kristy	Courreges	Behavior Intervention Assistant	07/25/2019
3.3.10	Melendez, Mariko	Oka	Preschool Assistant	08/22/2019
3.3.11	Chang-Holt, Barbera	Newland	IA Mild/Moderate	08/21/2019

3.3.12	Dennis, Ashley	Gisler	IA Moderate/Severe	06/20/2019
3.3.13	Tokarz, Amber	Oka/Plavan	Preschool Assistant	06/20/2019
3.3.14	Varela, Jessica	Newland	Behavior Intervention Assistant	06/20/2019

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFEC-TIVE</u>
3.4.1	Lodgson, Stacy	Gisler	IA Mild/Moderate	06/20/2019
3.4.2	Burns, Hermine	District Office	Senior Administrative Assistant	11/15/2019
3.4.3	Spirk, Nancy	Masuda	School Office Manager	11/08/2019
3.4.4	Englesberg, Lisa	Talbert/Tamura	Health Assistant	06/20/2019

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

September 5, 2019

<i>EDUCATIONAL SERVICES</i>

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	HOWARD, Jana (Talbert)	Cheer Coach	\$1,000 stipend + benefits	010143889-1115	2019/2020 school year
4.2	MCNALLY, Colleen (Talbert)	Student Council Advisor	\$2,000 stipend + benefits	011273875-1115	2019/2020 school year
4.3	OLSON, Christine (Talbert)	Student Council Bookkeeper	\$2,000 stipend + benefits	011273875-2415	2019/2020 school year
4.4	BARTON, Cecelia HOWARD, Loren JOHNSON, Jannette LEVITT, Molly LOKKEN, Megan MARBUT, Jeff MARLEY, Kayla MCNALLY, Colleen PARKER, Robin PETRILLA, Gary ROBINSON, Ashly SOTOLONGO, Joel TRIMM, Amy VON IDERSTEIN, Chelsea WALTERS, Kelly WOOD, John (Talbert)	Sports Coach for one or more of the District tournaments	\$250 stipend + benefits per sport tournament	010143889-1115	2019/2020 school year

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	HUNTER, Nicole (Tamura) JOHNSTON, Terry (Newland) TUCKER, Bonnie (Tamura) (Ed Services)	Columbia University, New York, NY	Actual & Necessary	010055675-5210	August 12-16, 2019

REASON FOR LATER SUBMITTAL: Did not have the acceptance approval from Teachers College in time for August Board meeting approval.

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATIONS

BOARD APPROVAL DATE: 9/5/2019

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
TALBERT			
	Huntington Valley West Philharmonic Society	\$500.00	Talbert Music Program - ukeleles

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING SEPTEMBER 05, 2019**

To: Christine Fullerton

From: Thuong Nguyen

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 85171 - 85460

Dates: 8/1/2019 - 8/28/2019

Fund 01	General Fund	669,020.95
Fund 12	Child Development	28,556.64
Fund 13	Cafeteria	3,149.74
Fund 14	Deferred Maintenance	48,981.42
Fund 21	GOB 2016 Election	195,846.48
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	70,481.73
Fund 68	Worker Comp	77,033.49
Fund 69	Insurance	62,425.73

TOTAL	\$	1,155,496.18
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4047	CRANDALL'S PLUMBING INC.	4,250.00	4,250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4048	CITY OF FOUNTAIN VALLEY	500.00	500.00	012869390 5860	Maintenance / Permits & Fees
N20M4049	SOUTH COAST AIR QUALITY	557.42	557.42	012869390 5860	Maintenance / Permits & Fees
N20M4050	CITY OF HUNTINGTON BEACH	130.00	130.00	012869390 5860	Maintenance / Permits & Fees
N20M4061	EWING IRRIGATION PRODUCTS	1,484.88	1,484.88	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
N20M4101	TRIANGLE SCENERY DRAPERY	4,800.00	4,800.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4102	UNITED PARCEL SERVICE	60.00	60.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
N20M4103	TURF STAR INC.	700.00	700.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
N20M4104	JOHNSON CONTROLS	1,431.56	1,431.56	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
N20M4105	AAA ELECTRIC MOTOR SALES & SER	724.22	724.22	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4107	CRANDALL'S PLUMBING INC.	12,075.00	12,075.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4108	CRANDALL'S PLUMBING INC.	10,500.00	10,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4109	US AIR CONDITIONING	11,655.32	11,655.32	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4110	GRUETT TREE COMPANY INC	16,505.00	16,505.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
N20M4111	CHEFS' TOYS	115.64	115.64	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4112	SOLATUBE INTERNATIONAL INC.	913.36	913.36	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
N20M4113	GANAHL LUMBER COMPANY	410.16	410.16	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
N20M4114	CRANDALL'S PLUMBING INC.	250.00	250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4115	REFRIGERATION CONTROL COMPANY	4,774.00	4,774.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4116	CRANDALL'S PLUMBING INC.	6,250.00	6,250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4117	BEACH WIRE & CABLE INC.	425.00	425.00	012869390 4345	Maintenance / Maintenance Supplies
N20M4118	ANIXTER INC	5,950.00	5,950.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
N20M4119	MENDTRONIX INC.	339.81	339.81	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4120	MENDTRONIX INC.	419.07	419.07	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4121	JOHNSON CONTROLS	1,388.51	1,388.51	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4123	HILLYARD / LOS ANGELES	405.64	405.64	012889390 4340	Custodial / Custodial Supplies
N20M4127	ALAN'S LAWNMOWER & GARDEN CENT	157.28	157.28	012889390 4347	Custodial / Repair & Upkeep Equip Supplies
N20M4128	TIME AND ALARM SYSTEMS INC.	737.57	737.57	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4129	CONNELL CHEVROLET	50.00	50.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
N20M4130	COR-O-VAN MOVING AND STORAGE I	4,000.00	4,000.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4132	CA DEPT OF TAX & FEE ADMIN	235.00	200.00	016919295 5560	7240 SpEd Transportaion-Fuel / Fuel
			35.00	016929295 5560	7230 Home-to-School Trans-Fuel / Fuel

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0109	LEXIA LEARNING SYSTEMS LLC	11,900.00	2,400.00	010014747 5826	Sch Site Instr - Courreges / Licensing/Software,Maint/Supp
			3,500.00	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
			6,000.00	011234775 5826	Reading Support-Courreges / Licensing/Software,Maint/Supp
N20R0115	LAKESHORE LEARNING MATERIALS	10,218.64	9,718.64	010014747 4399	Sch Site Instr - Courreges / Equipment Under \$500
			500.00	010454775 4399	Pupil Achvmnt-Library Courrage / Equipment Under \$500
N20R0126	SCHOOL LOOP INC.	18,738.72	4,684.68	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			14,054.04	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
N20R0129	RENAISSANCE LEARNING INC	19,933.29	2,787.00	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
			2,787.00	010011616 5826	Sch Site Instr - Newland / Licensing/Software,Maint/Supp
			4,183.80	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
			10,175.49	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
N20R0134	RENAISSANCE LEARNING INC	9,244.50	9,244.50	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
N20R0144	MYSTERY SCIENCE INC	542.66	542.66	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
N20R0148	SEHI COMPUTER PRODUCTS	13,734.38	13,734.38	010014089 4410	Donations - Plavan / Fixed Assets \$500-\$5000
N20R0149	SOUTHWEST SCHOOL AND OFFICE SU	8,000.00	8,000.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
N20R0260	LEVEL 27 MEDIA	61.99	20.66	012849470 4325	Payroll Fiscal Services / Office Supplies
N20R0268	SEHI COMPUTER PRODUCTS	2,240.81	-689.48	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
N20R0269	SOUTHWEST SCHOOL AND OFFICE SU	652.50	652.50	010455560 4325	Pupil Achievement-Intrvsn RSP / Office Supplies
N20R0271	READYREFRESH BY NESTLE	16,848.00	1,320.00	010013189 4325	Donations - Gisler / Office Supplies
			278.40	012109078 4325	Tech/Media Office Operation / Office Supplies
			382.80	012658155 4325	Assessment and Accountability / Office Supplies
			348.00	012719165 4325	Superintendent / Office Supplies
			278.40	012719275 4325	Educational Services Admin / Office Supplies
			870.00	012719470 4325	Personnel Department / Office Supplies
			1,080.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
			660.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			1,224.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			1,080.00	012723789 4325	Donations Clerical - Oka / Office Supplies
			1,320.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			1,080.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			2,580.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			626.40	012849380 4325	Fiscal Services / Office Supplies
			842.40	012869390 4325	Maintenance / Office Supplies

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N20R0271	*** CONTINUED ***				
			417.60	015999860 4325	Special Ed - Administration / Office Supplies
			561.60	016919395 4325	7240 Special Ed Transportation / Office Supplies
N20R0273	FEDERAL EXPRESS CORP.	925.00	50.00	012395098 5930	7395 Sch/Libr Imp Instr-DO / Postage, Parcel, & Delivery
			50.00	012719165 5930	Superintendent / Postage, Parcel, & Delivery
			100.00	012719470 5930	Personnel Department / Postage, Parcel, & Delivery
			175.00	012849380 5930	Fiscal Services / Postage, Parcel, & Delivery
			50.00	012869390 5930	Maintenance / Postage, Parcel, & Delivery
			50.00	017109275 5930	Testing / Postage, Parcel, & Delivery
N20R0274	PURCHASE POWER	20,800.00	20,800.00	012719385 5930	Purchasing / Postage, Parcel, & Delivery
N20R0275	PITNEY BOWES INC.	8,000.00	400.00	012719385 4325	Purchasing / Office Supplies
			7,600.00	012719385 5640	Purchasing / Outside Services - Leases
N20R0276	CSM CONSULTING INC	11,300.00	11,300.00	012109076 5813	E-Rate / Consultant
N20R0280	ORANGE COUNTY REGISTER	455.94	455.94	012849380 4325	Fiscal Services / Office Supplies
N20R0282	JOHN D. GASTON	2,250.00	2,250.00	015000075 4310	Course Access-MS Music / Instructional Supplies
N20R0283	E3 AUDIOMETRICS	1,692.10	1,692.10	012739963 5645	Medi-Cal Billing-Health Serv. / Outside Srvs-Repairs & Maint
N20R0284	TEACHERS COLLEGE COLUMBIA UNIV	925.00	925.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
N20R0285	US HEALTHWORKS	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
N20R0287	PROCARE WORK INJURY CENTER	5,530.00	5,530.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
N20R0289	TEACHERS COLLEGE COLUMBIA UNIV	925.00	925.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
N20R0290	WINSOR LEARNING INC	1,181.56	1,181.56	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
N20R0292	SAN JOAQUIN COUNTY OF EDUCATIO	929.55	464.77	012719470 5825	Personnel Department / Advertising
			464.78	012819771 5825	Personnel Commission / Advertising
N20R0293	WINSOR LEARNING INC	225.00	225.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
N20R0294	VOYAGER SOPRIS LEARNING INC	6,444.53	6,444.53	011235675 4220	State Standards Discret-READING / Unadopted Textbooks Ref
N20R0298	APPLE COMPUTER ORDER DEPARTMEN	1,296.30	1,296.30	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
N20R0299	CDWG	87.76	87.76	012109078 4320	Tech/Media Office Operation / Computer Supplies
N20R0300	SEHI COMPUTER PRODUCTS	10,683.97	9,794.39	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			889.58	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
N20R0302	VIDEO COMMUNICATIONS	223.41	223.41	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
N20R0304	AGZOUR, JANA K	2,800.00	2,800.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
N20R0305	GUPTA BODLA, SANGEETA	37,728.25	37,728.25	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
N20R0308	CDWG	357.73	357.73	012109078 4320	Tech/Media Office Operation / Computer Supplies

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N20R0316	TEACHERS COLLEGE COLUMBIA UNIV	1,700.00	1,700.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
N20R0318	SOCAL SHRED LLC	100.00	100.00	012719380 5899	Business Department / Other Operating Expenses
N20R0319	SURPLUS TWO WAY RADIOS	176.04	176.04	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
N20R0321	DYNTEK SERVICES INC	7,394.93	6,176.93	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			1,218.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R0322	TEACHERS COLLEGE COLUMBIA UNIV	850.00	850.00	010055675 5210	State Standards-READING / Travel, Conference, Workshop
N20R0323	KIMLOAN LE	1,700.00	1,700.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
N20R0324	PARADIGM HEALTHCARE SERVICES	40,000.00	40,000.00	012299962 5813	Medi-Cal Billing-Consultant / Consultant
N20R0327	PEARSON CLINICAL ASSESSMENT	3,709.80	1,277.82	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
			920.44	010019962 4322	Medi-Cal Billing - S&L / Testing Supplies
			1,511.54	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
N20R0330	BARBARA J. PLIHA	8,967.50	8,967.50	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
N20R0336	HOUGHTON MIFFLIN HARCOURT	1,161.12	1,161.12	012129078 4110	Lottery Instructional Material / Basic Textbooks
N20R0337	HOUGHTON MIFFLIN HARCOURT	283.19	283.19	012129078 4110	Lottery Instructional Material / Basic Textbooks
N20R0338	HOUGHTON MIFFLIN HARCOURT	1,617.34	1,617.34	012129078 4110	Lottery Instructional Material / Basic Textbooks
N20R0339	CODESP	2,200.00	2,200.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
N20R0341	KI	237.08	237.08	012719385 4325	Purchasing / Office Supplies
N20R0344	SOUTHWEST SCHOOL AND OFFICE SU	4,200.00	4,200.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
N20R0345	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
N20R0346	CDWG	596.62	596.62	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
N20R0355	AMAZON.COM LLC	44.25	44.25	012109078 4320	Tech/Media Office Operation / Computer Supplies
N20R0356	WILSON LANGUAGE TRAINING CORPO	610.84	610.84	010113755 4310	Title I - Oka / Instructional Supplies
N20R0357	SOUTHWEST SCHOOL AND OFFICE SU	8,000.00	8,000.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
N20R0358	SCHOOL EMPLOYERS ASSOCIATION	1,565.00	1,565.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
N20R0359	NEWSELA INC.	4,500.00	4,500.00	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
N20R0360	CENTRAL DRUG SYSTEM	1,386.00	1,386.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
N20R0361	XCELL INC.	55.00	55.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
N20R0362	CHILDREN'S PROMISE INC	8,500.00	8,500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
N20R0365	STAPLES	2,000.00	2,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
N20R0369	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	6,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
N20R0370	SMART & FINAL	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
N20R0371	HOME DEPOT	1,500.00	1,500.00	010143889 4311	Donations - Talbert / Elective Supplies
N20R0373	RALPHS GROCERY COMPANY	2,000.00	2,000.00	010142989 4311	Donations - Fulton / Elective Supplies

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N20R0374	NASCO	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
N20R0375	AARDVARK CLAY AND SUPPLY	400.00	400.00	010142989 4311	Donations - Fulton / Elective Supplies
N20R0376	HOME DEPOT	100.00	100.00	010142989 4311	Donations - Fulton / Elective Supplies
N20R0377	BLICK ART MATERIALS	500.00	500.00	010142989 4311	Donations - Fulton / Elective Supplies
N20R0378	SCHOLASTIC INC.	678.54	678.54	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
N20R0384	ASEMBIA LLC	2,555.25	2,555.25	010239275 4310	School Nurse Expansion Project / Instructional Supplies
N20R0385	DLT SOLUTIONS LLC	757.00	757.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R0386	ORANGE COUNTY DEPARTMENT OF ED	350.00	350.00	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
N20R0387	FOLLETT SCHOOL SOLUTIONS INC.	207.78	207.78	010453875 4310	Pupil Achvmnt-Library Talbert / Instructional Supplies
N20R0391	LANGUAGE NETWORK INC	4,000.00	4,000.00	012509861 5813	Interpreter Aide / Consultant
N20R0393	FOUNTAIN VALLEY SCHOOL DISTRIC	7,000.00	7,000.00	015709861 5813	Federal Mental Health-Psych / Consultant
N20R0397	GENDY-SHAKER, ELIZABETH	3,000.00	3,000.00	010019961 5813	Medi-Cal Billing-Instructional / Consultant
N20R0398	AMAZON.COM LLC	82.71	82.71	015999860 4325	Special Ed - Administration / Office Supplies
N20R0399	BEL USA LLC	403.00	403.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
N20R0404	MOMENTUM IN TEACHING LLC	3,400.00	3,400.00	011534775 5210	Cotsen Grant -Courreges / Travel, Conference, Workshop
N20R0408	LENOVO (UNITED STATES) INC.	7,791.00	1,914.00	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			5,877.00	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
N20R0410	AMAZON.COM LLC	86.44	86.44	012109078 4325	Tech/Media Office Operation / Office Supplies
N20R0411	CDWG	10.72	10.72	012109078 4320	Tech/Media Office Operation / Computer Supplies
N20R0412	XCELL INC.	70.00	70.00	012109078 4347	Tech/Media Office Operation / Repair & Upkeep Equip Supplie
N20R0413	SEHI COMPUTER PRODUCTS	42,315.80	38,757.50	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			3,558.30	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
N20R0414	SEHI COMPUTER PRODUCTS	1,346.00	1,346.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R0415	SNAPWIZ INC	9,600.00	9,600.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
N20R0420	WEST MUSIC	2,130.94	2,130.94	010143889 4311	Donations - Talbert / Elective Supplies
N20R0425	CALIFORNIA SCHOOL BOARDS ASSOC	14,013.00	14,013.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
N20R0426	CALIFORNIA SCHOOL BOARDS ASSOC	3,125.00	3,125.00	012719165 4325	Superintendent / Office Supplies
N20R0427	ACSA FOUNDATION FOR	1,857.00	1,857.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
N20R0428	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
N20R0429	SCHOOL SERVICES OF CALIFORNIA	1,110.00	1,110.00	012719165 5830	Superintendent / Legal Fees
N20R0430	LYTLE SCREEN PRINTING INC.	1,731.00	1,731.00	010019189 4325	Donations - Superintendent / Office Supplies
N20R0431	LEVEL 27 MEDIA	2,951.49	2,951.49	010019189 4325	Donations - Superintendent / Office Supplies
N20R0432	OCSBA	175.00	175.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl

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N20R0433	RALPHS GROCERY COMPANY	700.00	700.00	012719165 4325	Superintendent / Office Supplies
N20R0438	CDWG	255.02	255.02	012109078 4320	Tech/Media Office Operation / Computer Supplies
N20S8013	INDUSTRIAL FORMULATORS INC.	1,273.99	155.06	011000000 9320	Revenue Limit - State Revenues / STORES
N20S8015	SPICERS PAPER INC	17,348.47	17,348.47	011000000 9320	Revenue Limit - State Revenues / STORES
N20S8016	ADVANTAGE WEST INVESTMENT ENTE	165.60	165.60	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		565,716.49	559,277.54		

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N20M4106	EREPLACEMENTPARTS.COM LLC	97.63	97.63	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0271	READYREFRESH BY NESTLE	16,848.00	1,620.00	120336098 4325	Extended School Administration / Office Supplies
N20R0295	LAKESHORE LEARNING MATERIALS	108.75	108.75	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0296	S & S WORLDWIDE	570.94	570.94	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0301	BARNES AND NOBLE	217.50	217.50	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0303	VOYAGER SOPRIS LEARNING INC	3,561.31	3,561.31	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0307	KAPLAN SCHOOL SUPPLY	123.64	123.64	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0309	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0310	BARNES AND NOBLE	81.48	81.48	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0311	ORIENTAL TRADING COMPANY	121.76	121.76	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0312	LAKESHORE LEARNING MATERIALS	520.91	520.91	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0313	LAKESHORE LEARNING MATERIALS	110.63	110.63	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0320	LAKESHORE LEARNING MATERIALS	200.00	200.00	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0331	ARIEL SUPPLY INC.	730.58	730.58	120336098 4325	Extended School Administration / Office Supplies
N20R0334	DISCOUNT SCHOOL SUPPLY	41.54	41.54	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
N20R0363	SURPLUS TWO WAY RADIOS	440.70	341.62	120016098 4347	Extended School Instructional / Repair & Upkeep Equip Suppli
			99.08	120016098 5645	Extended School Instructional / Outside Srvs-Repairs & Maint
N20R0364	PEPI COMPANY OF CALIFORNIA LLC	755.11	755.11	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0366	LAKESHORE LEARNING MATERIALS	217.50	217.50	120016198 4310	State Preschool Instructional / Instructional Supplies
N20R0367	HOME DEPOT	217.50	217.50	120016198 4310	State Preschool Instructional / Instructional Supplies
N20R0368	LAKESHORE LEARNING MATERIALS	163.13	163.13	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0388	LAKESHORE LEARNING MATERIALS	1,247.37	1,247.37	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0389	LAKESHORE LEARNING MATERIALS	126.85	126.85	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0390	LAKESHORE LEARNING MATERIALS	1,297.83	537.67	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
			760.16	120017598 4410	Child Dev Cntr Preschool Instr / Fixed Assets \$500-\$5000
N20R0394	LAKESHORE LEARNING MATERIALS	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0396	LAKESHORE LEARNING MATERIALS	163.13	163.13	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0409	SURPLUS TWO WAY RADIOS	1,027.06	1,027.06	120016098 4399	Extended School Instructional / Equipment Under \$500
N20R0418	WEST MUSIC	3,650.74	3,650.74	120016098 4310	Extended School Instructional / Instructional Supplies
N20R0421	APPLE COMPUTER ORDER DEPARTMEN	619.88	619.88	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0422	CDWG	294.19	294.19	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
N20R0423	LAKESHORE LEARNING MATERIALS	1,302.81	1,302.81	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
Fund 12 Total:		35,239.10	20,011.10		

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N20R0271	READYREFRESH BY NESTLE	16,848.00	278.40	133207380 4325	Cafeteria Fund / Office Supplies
N20R0273	FEDERAL EXPRESS CORP.	925.00	50.00	133207380 5930	Cafeteria Fund / Postage, Parcel, & Delivery
N20R0382	REFRIGERATION CONTROL COMPANY	434.50	434.50	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
N20R0383	REFRIGERATION CONTROL COMPANY	313.00	313.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
N20R0392	INDUSTRIAL ELECTRONIC SERVICE	543.75	543.75	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
N20R0416	SCSNA	65.00	65.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
Fund 13 Total:		19,129.25	1,684.65		

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N20M4081	POWER PLUS	170,695.00	56,596.00	142861089 5645	Def Maint-Tamura / Outside Srvs-Repairs & Mainten
			54,440.00	142862989 5645	Def Maint-Fulton / Outside Srvs-Repairs & Mainten
			59,659.00	142863289 5645	Def Maint-Cox / Outside Srvs-Repairs & Mainten
N20M4089	POWER PLUS	3,000.00	3,000.00	142864789 6218	Def Maint-Courreges / Electrical Building Improvemen
N20M4090	PRIEST CONSTRUCTION SERVICES I	9,936.00	3,312.00	142861089 6222	Def Maint-Tamura / Inspection Svcs Bldg Improve
			3,312.00	142862989 6222	Def Maint-Fulton / Inspection Svcs Bldg Improve
			3,312.00	142863289 6222	Def Maint-Cox / Inspection Svcs Bldg Improve
N20M4094	TIME AND ALARM SYSTEMS INC.	7,177.95	7,177.95	143869380 5645	6205 Def Maint-Maint Services / Outside Srvs-Repairs & Main
N20M4095	CHAPMAN COAST ROOF CO INC.	48,623.00	48,623.00	142864789 5645	Def Maint-Courreges / Outside Srvs-Repairs & Mainten
N20M4096	CHAPMAN COAST ROOF CO INC.	71,555.00	71,555.00	142864989 5645	Def Maint-Masuda / Outside Srvs-Repairs & Mainten
N20M4126	GOLDEN STATE PAVING INC.	23,316.00	23,316.00	142864789 5645	Def Maint-Courreges / Outside Srvs-Repairs & Mainten
	Fund 14 Total:	334,302.95	334,302.95		

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N20M4082	COR-O-VAN MOVING AND STORAGE I	47,905.07	47,905.07	213013280 6299	GOB, ELECTION 2016-Cox / Other Building & Improvement
N20M4083	COR-O-VAN MOVING AND STORAGE I	51,579.99	51,579.99	213012980 6299	GOB, ELECTION 2016-Fulton / Other Building & Improvement
N20M4084	COR-O-VAN MOVING AND STORAGE I	49,336.84	49,336.84	213011080 6299	GOB, ELECTION 2016-Tamura / Other Building &
N20M4085	A THRONE CO, INC.	39,750.00	12,850.00	213011080 6299	GOB, ELECTION 2016-Tamura / Other Building &
			13,450.00	213012980 6299	GOB, ELECTION 2016-Fulton / Other Building & Improvement
			13,450.00	213013280 6299	GOB, ELECTION 2016-Cox / Other Building & Improvement
N20M4086	COR-O-VAN MOVING AND STORAGE I	8,220.71	8,220.71	213014780 6299	GOB, ELECTION 2016-Courreges / Other Building &
N20M4091	WILLIAMS SCOTSMAN INC	7,644.64	7,644.64	213013280 6299	GOB, ELECTION 2016-Cox / Other Building & Improvement
N20M4092	WILLIAMS SCOTSMAN INC	9,555.80	9,555.80	213011080 6299	GOB, ELECTION 2016-Tamura / Other Building &
N20M4097	SMITH-EMERY LABORATORIES	20,000.00	6,666.66	213011080 6222	GOB, ELECTION 2016-Tamura / Inspection Svcs Bldg Improv
			6,666.67	213012980 6222	GOB, ELECTION 2016-Fulton / Inspection Svcs Bldg Improve
			6,666.67	213013280 6222	GOB, ELECTION 2016-Cox / Inspection Svcs Bldg Improve
N20R0328	DIVISION OF THE STATE ARCHITEC	54,262.00	54,262.00	213013180 6220	GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg
N20R0329	DIVISION OF THE STATE ARCHITEC	74,198.00	74,198.00	213013880 6220	GOB, ELECTION 2016-Talbert / Architect/Engineer Fees-Bldg
	Fund 21 Total:	362,453.05	362,453.05		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4093	CHAPMAN COAST ROOF CO INC.	1,141,451.00	1,141,451.00	223014080 5645	GOB, ELECTION 2016-Plavan / Outside Srvs-Repairs &
	Fund 22 Total:	1,141,451.00	1,141,451.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4043	FORKERT ENGINEERING & SURVEYIN	765.00	765.00	403004980 6222	MS Science Bldg - Masuda / Inspection Svcs Bldg Improve
N20M4087	DIVISION OF THE STATE ARCHITEC	17,350.00	17,350.00	403002980 5899	MS Science Bldg - Fulton / Other Operating Expenses
N20M4088	DEPARTMENT OF CONSERVATION - A	3,600.00	3,600.00	403002980 5860	MS Science Bldg - Fulton / Permits & Fees
N20R0252	MOBILE MODULAR	36,300.00	900.00	402861090 6299	Modernization - Tamura / Other Building & Improvement
			1,800.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			-12,600.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
N20R0277	GOVERNMENT FINANCIAL STRATEGIE	5,000.00	5,000.00	402849380 5813	Spec Res Fiscal Services / Consultant
N20R0281	ENGIE SERVICES U.S. INC	69,866.92	69,866.92	404839380 5813	Energy Efficient Project / Consultant
	Fund 40 Total:	132,881.92	86,681.92		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0286	PROCARE WORK INJURY CENTER	3,000.00	3,000.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
N20R0288	KEENAN & ASSOCIATES	2,800.00	2,800.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
N20R0395	COSTCO - FOUNTAIN VALLEY	330.74	330.74	682719470 4399	Workers Comp Admin / Equipment Under \$500
	Fund 68 Total:	6,130.74	6,130.74		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0270	TOTAL COMPENSATION SYSTEMS INC	1,575.00	1,575.00	695009470 5813	Insurance Health/Welfare / Consultant
N20R0273	FEDERAL EXPRESS CORP.	925.00	400.00	695009470 5930	Insurance Health/Welfare / Postage, Parcel, & Delivery
Fund 69 Total:		2,500.00	1,975.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 09/05/2019

FROM 07/30/2019 TO 08/26/2019

<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:			2,513,967.95		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/05/2019**

FRO 07/30/2019 TO 08/26/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20M4022	PRO PACIFIC BEE REMOVAL	2,000.00	+1,500.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
N20M4070	NORTHSTAR AV	3,650.00	+3,285.00	012869390 4345	Maintenance / Maintenance Supplies
N20R0021	SEHI COMPUTER PRODUCTS	92,599.96	-1,914.68	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
N20R0260	LEVEL 27 MEDIA	61.99	+20.66	012849470 4325	Payroll Fiscal Services / Office Supplies
N20R0268	SEHI COMPUTER PRODUCTS	2,240.81	-689.48	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
N20S8013	INDUSTRIAL FORMULATORS INC.	1,273.99	+155.06	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			+2,356.56		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

09/05/2019

FRO 07/30/2019 TO 08/26/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0056	HARBOR BREEZE CORPORATION	1,760.00	+160.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
N20R0064	BOOMERS	5,224.45	+916.17	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
N20R0066	TANAKA FARMS	2,749.00	+293.00	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
N20R0068	JUMP O'RAMA INFLATABLES INC	1,196.00	+134.00	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
N20R0177	CERTIFIED TRANSPORTATION BUS C	1,831.86	-1,489.32	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
			+1,831.86	120016398 5811	ESP-Summer Camp Instructional / Transportation Outside
N20R0180	CERTIFIED TRANSPORTATION BUS C	2,004.63	-1,489.44	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
			+2,004.63	120016398 5811	ESP-Summer Camp Instructional / Transportation Outside
N20R0185	READYREFRESH BY NESTLE	234.64	+40.00	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:			+2,400.90		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/05/2019**

FRO 07/30/2019 TO 08/26/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0443	RACHLIN PARTNERS INC	413,139.16	+113,139.16	213013280 6220	GOB, ELECTION 2016-Cox / Architect/Engineer Fees-Bldg
M20R0444	RACHLIN PARTNERS INC	381,568.91	+81,568.91	213012980 6220	GOB, ELECTION 2016-Fulton / Architect/Engineer Fees-Bldg
M20R0445	RACHLIN PARTNERS INC	249,938.53	-50,061.47	213011680 6220	GOB, ELECTION 2016-Newland / Architect/Engineer
M20R0446	RACHLIN PARTNERS INC	377,264.69	+77,264.69	213011080 6220	GOB, ELECTION 2016-Tamura / Architect/Engineer Fees-Bldg
M20R1798	RACHLIN PARTNERS INC	523,020.00	+423,020.00	213013780 6220	GOB, ELECTION 2016-Oka / Architect/Engineer Fees-Bldg
M20R1833	RACHLIN PARTNERS INC	546,462.00	+409,846.50	213013180 6220	GOB, ELECTION 2016-Gisler / Architect/Engineer Fees-Bldg
M20R1835	RACHLIN PARTNERS INC	778,851.02	+584,138.27	213013880 6220	GOB, ELECTION 2016-Talbert / Architect/Engineer Fees-Bldg
M20R2026	RACHLIN PARTNERS INC	11,680.00	+8,830.00	213013280 6224	GOB, ELECTION 2016-Cox / Construction Managers
M20R2027	RACHLIN PARTNERS INC	11,212.50	+8,187.50	213012980 6224	GOB, ELECTION 2016-Fulton / Construction Managers
M20R2028	RACHLIN PARTNERS INC	9,640.00	+7,315.00	213011080 6224	GOB, ELECTION 2016-Tamura / Construction Managers
Fund 21 Total:			+1,663,248.56		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

09/05/2019

FRO 07/30/2019 TO 08/26/2019

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
N20R0252	MOBILE MODULAR	36,300.00	+900.00	402861090 6299	Modernization - Tamura / Other Building & Improvement
			+1,800.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			-12,600.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
Fund 40 Total:			-9,900.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **09/05/2019**

FRO 07/30/2019 TO 08/26/2019

<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>
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Total Account Amount:			+1,658,106.02		
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FOUNTAIN VALLEY SD

Reference #:

2019 15

Transfer of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		715.00
2400	CLERICAL & OFFICE SALARIES		69.00
3101	STRS-CERTIFICATED POSITIONS		74.00
3313	MEDICARE-CERTIFICATED		8.00
3601	WORKERS'COMP-CERTIFICATED		14.00
3602	WORKERS'COMP-CLASSIFIED		1.00
4300	MATERIALS & SUPPLIES	12,891.00	12,000.00
5200	TRAVEL & CONFERENCES		10.00
5800	PROF/CONS SERV & OPER EXPENSE	18,624.00	
7141	Excess Costs/Deficit Pay-Schls		18,624.00
Subfund Total:		31,515.00	31,515.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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 #:

2019 16

Transfer of Funds

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	2,367.00	
7350	TRANSFER INDIRECT COST IFT		2,367.00
Subfund Total:		2,367.00	2,367.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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 #:

2019 44

Adjustment of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	2,463.00	621,485.00
1300	SUPERVISION AND ADMINISTRATORS		292,214.00
3101	STRS-CERTIFICATED POSITIONS	393.00	464.73
3313	MEDICARE-CERTIFICATED	36.00	44.39
3501	SUI-CERTIFICATED		.22
3601	WORKERS'COMP-CERTIFICATED	54.00	65.48
4300	MATERIALS & SUPPLIES		844.00
5200	TRAVEL & CONFERENCES		72.00
5800	PROF/CONS SERV & OPER EXPENSE	1,305.00	389.00
7141	Excess Costs/Deficit Pay-Schls		24,964.00
7619	IFT-TRFS OUT ALL OTHER IFTs		931,256.00
8000	REVENUE LIMIT SOURCES	784,224.00	745,509.00
8600	LOCAL INCOME		641.82
8900	INCOMING TRANSFERS		24,964.00
9712	NONSPENDABLE STORES	83,272.00	66,544.00
9790	UNASSIGNED/UNAPPROPRIATED	2,402,685.00	538,756.00
Subfund Total:		3,274,432.00	3,248,213.64

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 45

Adjustment of Funds

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
7350	TRANSFER INDIRECT COST IFT		12,950.00
9740	RESTRICTED BALANCE	12,950.00	
Subfund Total:		12,950.00	12,950.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 46

Adjustment of Funds

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
9712	NONSPENDABLE STORES	8,962.00	17,924.00
9740	RESTRICTED BALANCE	17,924.00	8,962.00
Subfund Total:		26,886.00	26,886.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 47

Adjustment of Funds

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

Fund: 2121 GOB ELE 2016 SERIES 2017

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		8,661.00
8600	LOCAL INCOME		38,913.00
9740	RESTRICTED BALANCE		30,252.00
Subfund Total:		0.00	77,826.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 48

Adjustment of Funds

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

Fund: 2122 GOB EL 2016 SRS 2019

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		3,525.00
8600	LOCAL INCOME		136,815.00
9740	RESTRICTED BALANCE		133,290.00
Subfund Total:		0.00	273,630.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 49

Adjustment of Funds

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		32.00
8600	LOCAL INCOME		4,739.00
9780	OTHER ASSIGNMENTS		4,707.00
Subfund Total:		0.00	9,478.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 50

Adjustment of Funds

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

Fund: 4040 SPECIAL RESERVE/C.O.P.

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		13,567.00
9780	OTHER ASSIGNMENTS	13,567.00	
Subfund Total:		13,567.00	13,567.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 51

Adjustment of Funds

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES		4,147.00
3202	PERS-CLASSIFIED		510.00
9790	UNASSIGNED/UNAPPROPRIATED	4,657.00	
Subfund Total:		4,657.00	4,657.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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

FOUNTAIN VALLEY SD

Reference #:

2019 52

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES		13.00
5800	PROF/CONS SERV & OPER EXPENSE		146.00
7619	IFT-TRFS OUT ALL OTHER IFTs		15,580.00
9713	NONSPENDABLE PREPAID EXPENSE	673.00	15,293.00
9790	UNASSIGNED/UNAPPROPRIATED	31,032.00	673.00
Subfund Total:		31,705.00	31,705.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 09/05/2019.

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



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Resolution 2020-01 – GANN Amendment Appropriations Limitation**
DATE: August 27, 2019

Background:

Per Education Code Sections 1629 and 42132, each year governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriations limit is the dollar amount that a District can expend in one fiscal year. The District did not exceed its appropriation limit of \$36.07 million for 2018-19. The estimated appropriation limit for 2019-20 is \$37.24 million. The calculation of the appropriation limit is available for public review in the Business Services Office.

Recommendation:

It is recommended that the Governing Board adopts **RESOLUTION 2020-01**, identifying the 2018-19 actual appropriation limit and the 2019-20 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2020-01
GANN AMENDMENT
APPROPRIATIONS LIMIT**

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

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

WHEREAS, the District must establish a revised Gann limit for the 2018-19 fiscal year and a projected Gann Limit for the 2019-20 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2018-19 and 2019-20 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2018-19 and 2019-20 fiscal years do not exceed the limitations imposed by Proposition 4;

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

ADOPTED ON THIS 5th DAY OF SEPTEMBER 2019.

SIGNED

Sandra Crandall
Clerk, Board of Trustees

Fountain Valley, California
County of Orange, State of California



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **2018-19 Capital Facilities Fund / Developer Fees**
DATE: August 27, 2019

Background:

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

Section 66006 (b)(1)

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

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

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

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2018-19 as required under section 66006(b)(1).

Recommendation:

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

DEVELOPER FEES - DATA COLLECTION LOG

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

BEGINNING FUND BALANCE:

1,062,831.74

REVENUE DETAIL:

	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR INVESTMENT SCHOOL SITE(S GAIN/(LOSS)	INTEREST EARNED	TOTAL REVENUE
1	7/1/2018-6/30/2019	Interest					22,975.93	22,975.93
2	7/1/2018-6/30/2019	Net Change in Value of Investment						3.89
3	7/12/2018	Oishi, Takashi & Shizu	R	506	986.70	Oka		986.70
4	7/12/2018	Vu, Anthony	R	1011	1971.45	Tamura		1,971.45
5	8/17/2018	Wu, Ray	R	516	1006.20	Cox		1,006.20
6	8/21/2018	Nguyen, Dang & Kimmy	R	1018	1985.10	Plavan		1,985.10
7	8/30/2018	Johnson, Rick	R	1074	2094.30	Courreges		2,094.30
8	9/5/2018	Grewal, Harpreet Singh	R	1920	3744.00	Courreges		3,744.00
9	9/10/2018	Mai, Henry	R	2504	4882.80	Oka		4,882.80
10	9/24/2018	Quach, Van	R	800	1560.00	Tamura		1,560.00
11	10/3/2018	Nguyen, Shirley	R	3224	6286.80	Cox		6286.80
12	10/4/2018	Truong, Hien (Ken)	R	1171	2283.45	Plavan		2283.45
13	10/8/2018	Nguyen, Sherry	R	1564	3049.80	Newland		3049.80
14	10/8/2018	Ly, Dillon	R	743	1448.85	Cox		1448.85
15	10/12/2018	Tran, Kimberly	R	600	1170.00	Cox		1170.00
16	10/15/2018	Nguyen, Anthony	R	1913	3730.35	Gisler		3730.35
17	10/31/2018	Hoang, Lien (project cancelled 10/17/18)	R	1200	-2269.80	Newland		(2,269.80)
18	11/16/2018	Tran, Diep	R	1200	2340.00	Tamura		2,340.00
19	11/16/2018	Barker, William & Dorset, Elizabeth	R	1505	2934.75	Oka		2,934.75
23	1/7/2019	Hendricks, Mary Lou & Richard	R	956	1864.20	Newland		1,864.20
24	1/15/2019	Phuong, Khung	R	1366	2663.70	Cox		2,663.70
25	1/15/2019	Phuong, Khung	R	904	1762.80	Cox		1,762.80
26	1/16/2019	Jarez, Janeth	R	888	1731.60	Newland		1,731.60
27	1/25/2019	Gerlach, Steve	R	815	1589.25	Newland		1,589.25
28	1/29/2019	Cederquist, Steve	R	630	1228.50	Plavan		1,228.50
29	1/30/2019	Pedroso, Danilo	R	670	1306.50	Gisler		1,306.50
30	2/4/2019	Chakos, Stephen	R	526	1025.70	Cox		1,025.70
31	2/26/2019	Huynh, Sony	R	3088	6021.60	Courreges		6,021.60
32	2/26/2019	Huynh, Sony (project cancelled 2/26/2019)	R	3088	-6965.40	Courreges		(6,965.40)
33	3/6/2019	J&J Family Trust	R	598	1166.10	Oka/Gisler		1,166.10
34	3/7/2019	Dang, Derek & Phong, Thanh	R	2266	4418.70	Newland		4,418.70
35	3/8/2019	Walle, George	R	605	1179.75	Oka		1,179.75
36	3/15/2019	Gutenberg, Crystal	R	864	1684.80	Courreges		1,684.80

DEVELOPER FEES - DATA COLLECTION LOG

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

BEGINNING FUND BALANCE:

1,062,831.74

REVENUE DETAIL:

	DATE	DEVELOPER NAME	TYPE OF FEE R/C	Sq footage	FEE RECEIVED	PROJECT OR INVESTMENT SCHOOL SITE(S GAIN/(LOSS)	INTEREST EARNED	TOTAL REVENUE
37	3/27/2019	Beal, Marie	R	1228	2394.60	Cox		2,394.60
38	4/15/2019	Hai, Don	R	2580	5031.00	Cox		5,031.00
39	5/2/2019	Hamlin, Dean C.	R	672	1310.40	Oka		1,310.40
40	6/14/2019	Larson, Chad & Elisabeth	R	1604	3127.80	Oka		3,127.80
41	6/17/2019	Black, Nick	R	637	1242.15	Oka		1,242.15
Total								95,968.32

DEVELOPER FEES - DATA COLLECTION LOG

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

EXPENDITURE DETAIL:

	DATE	PUBLIC IMPROVEMENT PROJECT	COST OF EACH IMPROVEMENT P.O. #	% OF PROJECT FUNDED WITH FEES	ESTIMATED START DATE OF PROJECT	School Site	REPAYMENT DATE OF LOAN	REFUND FEES TO	AMOUNT OF REFUND	TOTAL EXPENDITURE
1	7/1/2018-6/30/2019	Admin Fee Exp								2,001.09
2	7/1/2018-6/30/2019	Interest Exp								661.04
Total										2,662.13

ENDING FUND BALANCE:

1,156,137.93



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH WESTCOAST AIR
CONDITIONING CO., INC. FOR HVAC AND MODERNIZATION
AT COURREGES SCHOOL COMPLETE AND AUTHORIZE
STAFF TO FILE THE APPROPRIATE NOTICES OF
COMPLETION**
DATE: August 30, 2019

Background:

On September 7, 2017, the Board of Trustees awarded the RFP for Preconstruction and Lease-Leaseback for Measure O HVAC and Modernization, at Courreges Elementary School, to West Coast Air Conditioning. Subsequently, on April 19, 2018 Trustees approved the Guaranteed Maximum Price (GMP) for the Courreges project. The project is now complete and the Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

The Notice of Completion (NOC), once executed and recorded, serves to give formal notice to subcontractors, manufacturers and material suppliers that they have 30 days in which to submit any claims to the District for payment due from the contractor. The NOC also triggers the start of warranty/guarantee periods which generally run one year from the date the NOC is recorded.

The retention payment of 5% will be released no sooner than 35 days after the filing and recording of the Notice of Completion at the Orange County Clerk-Recorder's Office, in accordance with Public Contract Code Section 7107.

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with West Coast Air Conditioning Co., Inc. for the Courreges Elementary School Measure O HVAC and Modernization Project complete and authorize the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

Return To:
Fountain Valley School District
17330 Mt. Herrmann Street
Fountain Valley, CA 92708

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the **5th day of September 2019**, the owner of the real property situated in Orange County, State of California, known as the following: **Courreges Elementary School**.

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the **19th day of April 2018**, duly entered into a contract for: **HVAC and Modernization**.

WITH: West Coast Air Conditioning Co., Inc.

THAT, Travelers Casualty and Surety Company of America, is the Surety under the Contract Bonds furnished in connection with said Contract, and that work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **5th Day of September 2019**

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103

RECORDING REQUESTED
BY AND MAIL TO:

OPERATIONS DEPARTMENT, FOUNTAIN VALLEY SCHOOL DISTRICT, 17330 MT. HERRMANN
STREET, FOUNTAIN VALLEY, CALIFORNIA, 92708

STATE OF CALIFORNIA)

SS

COUNTY OF ORANGE)

I, Christine Fullerton, Assistant Superintendent Business Services, on behalf of the Fountain Valley School District Board of Trustees being duly sworn, deposes and says; That she is the Assistant Superintendent of the Fountain Valley School District, Orange County, California; That she has read the foregoing Notice of Completion and knows the contents thereof, and that the same is true of her own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH GOLDEN STATE PAVING
CO., INC. FOR THE ASPHALT PAVING AT COURREGES
ELEMENTARY SCHOOL COMPLETE AND AUTHORIZE STAFF
TO FILE THE APPROPRIATE NOTICES OF COMPLETION**
DATE: August 30, 2019

Background:

On August 15, 2019, the District used the informal bidding protocol through CUPCCA to engage Golden State Paving Inc., Co. to renovate the asphalt paving at Courreges Elementary School. The work is complete and a Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

The Notice of Completion (NOC), once executed and recorded, serves to give formal notice to subcontractors, manufacturers and material suppliers that they have 30 days in which to submit any claims to the District for payment due from the contractor. The NOC also triggers the start of warranty/guarantee periods from the date the NOC is recorded.

The retention payment of 5% will be released no sooner than 35 days after the filing and recording of the Notice of Completion at the Orange County Clerk-Recorder's Office, in accordance with Public Contract Code Section 7107.

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Golden State Paving Co., Inc. complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

Return To:
Fountain Valley School District
17330 Mt. Herrmann Street
Fountain Valley, CA 92708

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the **5th day of September 2019**, the owner of the real property situated in Orange County, State of California, known as the following: **Courreges Elementary School**.

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the 15th Day of August 2019, duly entered into a contract for: **Asphalt –Paving** .

WITH: Golden State Paving Co., Inc..

THAT, no Contract Bonds were furnished in connection with said Contract, and work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the Fountain Valley School District on: the **5th Day of September 2019** .

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103

RECORDING REQUESTED
BY AND MAIL TO:

OPERATIONS DEPARTMENT, FOUNTAIN VALLEY SCHOOL DISTRICT, 17330 MT. HERRMANN
STREET, FOUNTAIN VALLEY, CALIFORNIA, 92708

STATE OF CALIFORNIA)

SS

COUNTY OF ORANGE)

I, **Christine Fullerton**, Assistant Superintendent Business Services, on behalf of the Fountain Valley School District Board of Trustees being duly sworn, deposes and says; That she is the Assistant Superintendent of the Fountain Valley School District, Orange County, California; That she has read the foregoing Notice of Completion and knows the contents thereof, and that the same is true of her own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH CHAPMAN COAST
ROOFING FOR THE REROOFING OF PLAVAN ELEMENTARY
SCHOOL COMPLETE AND AUTHORIZE STAFF TO FILE THE
APPROPRIATE NOTICES OF COMPLETION**
DATE: August 30, 2019

Background:

On June 13, 2019, the District awarded Bid#19-02 Roof Replacement – Plavan, to Chapman Coast Roofing. The work is complete and a Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

The Notice of Completion (NOC), once executed and recorded, serves to give formal notice to subcontractors, manufacturers and material suppliers that they have 30 days in which to submit any claims to the District for payment due from the contractor. The NOC also triggers the start of warranty/guarantee periods from the date the NOC is recorded.

The retention payment of 5% will be released no sooner than 35 days after the filing and recording of the Notice of Completion at the Orange County Clerk-Recorder's Office, in accordance with Public Contract Code Section 7107.

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the contract with Chapman Coast Roofing for the reroofing of Plavan Elementary School complete, and authorizes the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

Return To:
Fountain Valley School District
17330 Mt. Herrmann Street
Fountain Valley, CA 92708

NOTICE OF COMPLETION

FOUNTAIN VALLEY SCHOOL DISTRICT
ORANGE COUNTY, CALIFORNIA

NOTICE IS HEREBY GIVEN THAT the Fountain Valley School District is now and was upon the **5th day of September 2019**, the owner of the real property situated in Orange County, State of California, known as the following: **Plavan Elementary School.**

THAT, as said owner of said land and property, the Fountain Valley School District, on or about the **13th Day of June 2018**, duly entered into a contract for: **Roof Replacement.**
WITH: Chapman Coast Roofing

THAT, Great American Insurance Company, is the Surety under the Contract Bonds furnished in connection with said Contract, and that work contemplated in said Contract has been completed and was accepted by the Board of Trustees of the fountain Valley School District on: the **5th Day of September 2019**

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103

RECORDING REQUESTED
BY AND MAIL TO:

OPERATIONS DEPARTMENT, FOUNTAIN VALLEY SCHOOL DISTRICT, 17330 MT. HERRMANN
STREET, FOUNTAIN VALLEY, CALIFORNIA, 92708

STATE OF CALIFORNIA)

SS

COUNTY OF ORANGE)

I, **Christine Fullerton**, Assistant Superintendent Business Services, on behalf of the Fountain Valley School District Board of Trustees being duly sworn, deposes and says; That she is the Assistant Superintendent of the Fountain Valley School District, Orange County, California; That she has read the foregoing Notice of Completion and knows the contents thereof, and that the same is true of her own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Assistant Superintendent, Business Services

On behalf of The Board of Trustees
FOUNTAIN VALLEY SCHOOL DISTRICT
EXEMPT FROM RECORDING FEE PER G.C. 6103



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Board Policy 1240 VOLUNTEER ASSISTANCE (Second Reading and Adoption)**
DATE: August 27, 2019

Background:

In the continued effort to maintain a set of current board policies it is necessary to bring policies to the Board of Trustees for adoption due to changes in best practices, education code and law. The California School Boards Association or the Orange County Department of Education informs the District of mandated changes through alerts.

The revisions noted in Board Policy 1240 Volunteer Assistance reflect changes in procedures associated with volunteer assistance in our schools and maintaining the districts responsibility to provide a safe school environment for all students. Board Policy 1240 supports volunteer assistance in our schools that enrich the educational program, increases supervision of students and strengthen the schools' relationships with the community. The policy, upon Board approval, will be effective January 1, 2020.

Fiscal Impact:

There is minimal fiscal impact associated with the adoption of Board Policy 1240 Volunteer Assistance.

Recommendation:

It is recommended that the Board of Trustees approves Board Policy 1240 Volunteer Assistance for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

VOLUNTEER ASSISTANCE

The Board of Trustees recognizes that volunteer assistance in schools can enrich the educational program, increase supervision of students, and contribute to school safety while strengthening the schools' relationships with the community. The Board encourages parents/guardians and other members of the community to share their time, knowledge, and abilities with students, where appropriate.

(cf. 1000 - Concepts and Roles)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)

The Superintendent or designee may authorize the use of volunteers and shall establish procedures to protect the safety of students and adults in accordance with laws related to student supervision, tuberculosis assessment, fingerprinting, and criminal records checks. The Superintendent or designee may develop and implement a plan for recruiting, screening, placing, and monitoring volunteers, including strategies for reaching underrepresented groups of parents/guardians and community members. He/she may also recruit community members to serve as mentors to students and/or make appropriate referrals to community organizations.

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Board prohibits harassment of any volunteer on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. (Government Code 12940)

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

As appropriate, the Superintendent or designee may provide volunteers with information about school goals, programs, and practices and an orientation or other training related to their specific responsibilities. School personnel who supervise volunteers shall ensure that volunteers are assigned meaningful responsibilities that utilize their skills and expertise and maximize their contributions to the educational program.

Volunteer work shall be limited to those projects that do not replace the normal duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school and comply with employee negotiated agreements.

(cf. 4141/4241 – Collective Bargaining Agreement)

VOLUNTEER ASSISTANCE (continued)

The Superintendent or designee shall establish procedures for determining whether volunteers possess the qualifications, if any, required by law and administrative regulation for the types of duties they will perform.

Volunteers shall act in accordance with district policies, regulations, and school rules. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

(cf. 3515.2 - Disruptions)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

(cf. 1150 - Commendations and Awards)

The Superintendent or designee shall periodically report to the Board regarding the district's volunteer assistance program.

(cf. 0500 - Accountability)

VOLUNTEER ASSISTANCE**Definition of Volunteers**

Volunteer is an unsalaried person authorized by the Superintendent or designee to perform volunteer services for the school district. A volunteer is a parent, community member, or other adult who assists at a school site or program on a regular or semi-regular basis before, during, or after school hours. All volunteers will work under the direction and supervision of a school district employee. All volunteers serve at the discretion of the Superintendent without any expressed or implied privileges beyond those found in this procedure and may be released from volunteering if so deemed by the Superintendent or designee.

Duties of Volunteers

The Superintendent or designee may assign volunteers to:

1. Assist certificated personnel in the performance of their duties, including in the supervision of students and in the performance of instructional tasks which, in the judgment of the certificated personnel to which the volunteer is assigned, may be performed by a person not licensed as a classroom teacher (Education Code 35021, 45343, 45344, 45349)

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

2. Serve as nonteaching aides under the immediate supervision and direction of certificated personnel to perform noninstructional work which assists certificated personnel in the performance of teaching and administrative responsibilities (Education Code 35021)
3. Supervise students during lunch, breakfast, or other nutritional periods (Education Code 35021, 44814, 44815)
4. Work on short-term facilities projects pursuant to the section below entitled "Volunteer Facilities Projects"
5. Perform other duties in support of district or school operations as approved by the Superintendent or designee

(cf. 6163.1 - Library Media Centers)

Volunteers shall not be authorized to assign grades to students, and shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021, 45344)

(cf. 4217.3 - Layoff/Rehire)

VOLUNTEER ASSISTANCE (continued)

Clearance Requirements for Volunteers

Level One Volunteers

Level One volunteers include:

1. Volunteers performing volunteer service on the school campus (before, during, and after school in classroom and non-classroom environments) five or less hours per week;
2. Volunteers serving parent participation hours outlined by state preschool requirements.

Level One volunteers shall be informed that the site conducts a Megan Law's clearance check. Volunteers are to sign in at the front office each time they volunteer, and display, on their person, the site issued identification.

Level Two Volunteers

Level Two volunteers include:

1. Volunteers who perform service on school campus for more than five hours a week;
2. Chaperones on a field trip;
3. Volunteers attending or chaperoning overnight school sponsored trips;
4. Volunteer coaches, assistant coaches and co-curricular assistants;
5. Are not directly supervised by district staff at all times.

Level Two volunteers must obtain California Department Justice and Federal Bureau of Investigation fingerprint submission prior to volunteering. (Education Code 49024) Level Two volunteers shall be informed that the site conducts a Megan Law's clearance check. Volunteers are to check in at the front office each time they volunteer, and display, on their person, the site issued identification. Once cleared, Level Two volunteers will only need to go through this process once, as long as their student(s) are continuously enrolled in Fountain Valley School District.

Tuberculosis Assessment/Examination

Upon initial volunteer assignment, Level One and Level Two volunteers shall have on file with the school a certificate showing that he/she has submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. (Education Code 49406)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

Registered Sex Offenders

The Superintendent or designee may require all volunteers to disclose whether they are a registered sex offender and/or to provide the district with sufficient information in order to allow verification of this status on the DOJ's Megan's Law web site.

Community Relations

AR 1240(a)

No person who is required to register as a sex offender pursuant to Penal Code 290 shall be assigned as a volunteer in any capacity. (Education Code 35021, 45349; Penal Code 290.95)

Volunteer Facilities Projects

All volunteer facilities projects shall have approximate start and completion dates and shall be approved by the principal in advance. Projects also shall be approved in advance by the Superintendent or designee if they involve the following types of work:

1. Alterations, additions, or repairs to buildings and grounds
2. Construction involving wall or roof penetration, drilling, or nailing
3. Structural modifications
4. Electrical, electronic, plumbing, or heating and cooling work
5. Painting
6. Installation of carpet, playground equipment, benches, sprinkler systems, marquees or signs
7. Paving
8. Tree planting, pruning, or removal

The Superintendent or designee shall ensure that volunteers possess the appropriate license and/or have sufficient expertise required for the project. He/she shall also ensure that such projects comply with building and safety codes and other applicable laws and collective bargaining agreements. The district shall provide on-site assistance and supervision for such projects as necessary.

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 7140 - Architectural and Engineering Services)



Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
Isidro Guerra, Director, Fiscal Services
SUBJECT: **Unaudited Actuals for Fiscal Year Ending 2018-19**
DATE: August 27, 2018

Background:

At unaudited actuals, the District compares actual results for the fiscal year ending June 30, 2019 to the estimated actuals presented at budget adoption. The total general fund ending balance is \$19.0 million, of which \$9.7 million is assigned and/or otherwise restricted.

The District has met all of the requirements outlined in AB1200 and all of the District's funds reflect a positive ending balance.

At this time, there are no changes to the 2019-20 adopted budget, with the exception of the beginning fund balance, which has been adjusted to reflect revisions to the 2018-19 ending fund balance. Increases/decreases in revenue and expenditures affecting the budget will be addressed in the first interim report in December 2019.

Recommendation:

It is recommended that the Board of Trustees approves the unaudited actuals for fiscal year 2018-19 and the adjusted 2019-20 beginning balance.

Fountain Valley Elementary School District

Unaudited Actuals as Compared to Estimated Actuals

		Unrestricted				Restricted				Combined			
A. Revenues		2018-19 EA	2018-19 UA	Delta	% of Exp, xfers, uses	2018-19 EA	2018-19 UA	Delta	% of Exp, xfers, uses	2018-19 EA	2018-19 UA	Delta	% of Exp, xfers, uses
1) LCFF Sources	8010-8099	\$52,199,713	\$52,210,479	\$ 10,766	0.0%	\$0	\$0	\$ -	0.0%	\$52,199,713	\$52,210,479	\$ 10,766	0.0%
2) Federal Sources	8100-8299	\$0	\$0	\$ -	0.0%	\$2,087,372	\$1,858,116	\$ (229,256)	-0.4%	\$2,087,372	\$1,858,116	\$ (229,256)	-0.4%
3) Other State Revenue	8300-8599	\$2,280,333	\$2,323,642	\$ 43,309	0.1%	\$3,413,459	\$3,470,809	\$ 57,350	0.1%	\$5,693,792	\$5,794,451	\$ 100,659	0.2%
4) Other Local Revenue	8600-8799	\$836,792	\$1,119,292	\$ 282,500	0.5%	\$4,698,768	\$5,153,658	\$ 454,890	0.7%	\$5,535,560	\$6,272,951	\$ 737,391	1.2%
5) Total, Revenues		\$55,316,838	\$55,653,413	\$ 336,575	0.5%	\$10,199,599	\$10,482,584	\$ 282,985	0.5%	\$65,516,437	\$66,135,997	\$ 619,560	1.0%
B. Expenditures													
1) Certificated Salaries	1000-1999	\$23,688,392	\$24,448,087	\$ 759,695	1.2%	\$5,152,505	\$5,304,761	\$ 152,256	0.2%	\$28,840,897	\$29,752,848	\$ 911,951	1.5%
2) Classified Salaries	2000-2999	\$6,433,467	\$6,183,125	\$ (250,342)	-0.4%	\$3,705,044	\$3,771,167	\$ 66,123	0.1%	\$10,138,511	\$9,954,292	\$ (184,219)	-0.3%
3) Employee Benefits	3000-3999	\$9,696,594	\$9,566,052	\$ (130,542)	-0.2%	\$5,416,817	\$5,392,591	\$ (24,226)	0.0%	\$15,113,411	\$14,958,643	\$ (154,768)	-0.3%
4) Books & Supplies	4000-4999	\$2,381,034	\$2,167,973	\$ (213,061)	-0.3%	\$923,320	\$698,105	\$ (225,215)	-0.4%	\$3,304,354	\$2,866,078	\$ (438,276)	-0.7%
5) Services/Other Oper Expenditures	5000-5999	\$2,304,240	\$1,927,729	\$ (376,511)	-0.6%	\$3,284,767	\$2,587,170	\$ (697,597)	-1.1%	\$5,589,007	\$4,514,899	\$ (1,074,108)	-1.7%
6) Capital Outlay	6000-6999	\$123,651	\$53,866	\$ (69,785)	-0.1%	\$40,000	\$31,737	\$ (8,263)	0.0%	\$163,651	\$85,603	\$ (78,048)	-0.1%
7) Other Outgo (exclude indirect Cost Transfers)	7100-7299 7400-7499	\$96,000	\$82,669	\$ (13,331)	0.0%	\$716,329	\$761,209	\$ 44,880	0.1%	\$812,329	\$843,878	\$ 31,549	0.1%
8) Other Outgo - Indirect Costs Transfers	7300-7399	(\$267,757)	(\$274,235)	\$ (6,478)	0.0%	\$139,080	\$145,646	\$ 6,566	0.0%	(\$128,677)	(\$128,588)	\$ 89	0.0%
Total Expenditures		\$44,455,621	\$44,155,268	\$ (300,353)	-0.5%	\$19,377,862	\$18,692,385	\$ (685,477)	-1.1%	\$63,833,483	\$62,847,654	\$ (985,829)	-1.6%
C. Excess (Deficiency) Revenues- Expenditures		\$10,861,217	\$11,498,145	\$ 636,928	1.0%	(\$9,178,263)	(\$8,209,802)	\$ 968,461	1.6%	\$1,682,954	\$3,288,343	\$ 1,605,389	2.6%
D. Other Financing Sources/Uses													
1) Interfund transfers													
a) Transfers In	8900-8929	\$412,230	\$424,380	\$ 12,150	0.0%	\$0	\$0	\$ -	0.0%	\$412,230	\$424,380	\$ 12,150	0.0%
b) Transfers Out	7600-7629	(\$213,621)	(\$1,150,000)	\$ (936,379)	-1.5%	\$0	\$0	\$ -	0.0%	(\$213,621)	(\$1,150,000)	\$ (936,379)	-1.5%
2) Other Sources/Uses													
a) Sources	8930-8979	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%
b) Uses	7630-7699	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%	\$0	\$0	\$ -	0.0%
3) Contributions	8980-8999	(\$9,511,518)	(\$8,768,454)	\$ 743,064	1.2%	\$9,511,518	\$8,768,454	\$ (743,064)	-1.2%	\$0	\$0	\$ -	0.0%
4) Total, Other Financing Sources/Uses		(\$9,312,909)	(\$9,494,074)	\$ (181,165)	-0.3%	\$9,511,518	\$8,768,454	\$ (743,064)	-1.2%	\$198,609	(\$725,620)	\$ (924,229)	-1.5%
E. Net Increase (Decrease) Fund Bal		\$1,548,308	\$2,004,072	\$ 455,764	0.7%	\$333,255	\$558,652	\$ 225,397	0.4%	\$1,881,563	\$2,562,723	\$ 681,160	1.1%
F. Beginning Fund Balance		\$14,743,918	\$14,743,918		0.0%	\$1,727,338	\$1,727,338		0.0%	\$16,471,257	\$16,471,257		0.0%
G. Audit Adjustments		\$0	\$0		0.0%	\$0	\$0		0.0%	\$0	\$0		0.0%
H. Ending Fund Balance		\$16,292,226	\$16,747,990	\$ 455,764	0.7%	\$2,060,593	\$2,285,990	\$ 225,397	0.4%	\$18,352,820	\$19,033,980	\$ 681,160	1.1%

FOUNTAIN VALLEY SCHOOL DISTRICT
2018-19 UNAUDITED ACTUALS & 2019-20 ADOPTED BUDGET*
GENERAL FUND

REVENUES

INCOME BY SOURCE

8011-8095 LOCAL CONTROL FUNDING FORMULA SOURCES

INCOME ACCOUNT NUMBER

8011 Principal Apportionment-State Aid	\$19,929,772	\$21,351,551
8012 Education Protection Account - State Aide	\$1,240,998	\$1,231,637
8019 Prior Year Adjustment to Rev. Limit	\$0	\$0
8021 Homeowners' Exemption	\$135,073	\$135,073
8022 Timber Yield Tax	\$0	\$3
8041 Secured Roll Taxes	\$24,462,644	\$24,674,103
8042 Unsecured Roll Taxes	\$746,803	\$729,692
8043 Prior Years' Taxes	\$274,120	\$276,687
8044 Supplemental Taxes	\$856,904	\$822,848
8045 Education Revenue Augmentation (ERAF)	\$3,491,557	\$3,398,377
8047 Community Redevelopment Funds	\$1,572,608	\$1,471,321
8091 Current Year LCFF Transfer	(\$500,000)	(\$500,000)
TOTAL: LOCAL CONTROL FUNDING FORMULA SOURCES	\$52,210,479	\$53,591,292

8110-8290 FEDERAL REVENUES

8181 Special Education Entitlement PL94-142	\$1,128,642	\$1,197,187
8182 Federal Preschool Grant PL94-157	\$40,010	\$32,051
8290 Other Federal Revenue	\$689,464	\$599,133
TOTAL: Federal Revenues	\$1,858,116	\$1,828,371

8311-8590 OTHER STATE REVENUES

8550 Mandated Costs	\$1,218,157	\$197,856
8560 Lottery	\$1,540,977	\$1,254,273
8590 STRS on Behalf Contribution	\$2,604,760	\$2,887,624
8590 All Other State Revenue	\$430,557	\$323,812
TOTAL: Other State Revenues	\$5,794,451	\$4,663,565

8615-8799 OTHER LOCAL REVENUES

8625 Community Redevelopment Fund	\$207,324	\$0
8650 Leases/Rentals	\$305,583	\$259,855
8660 Interest	\$407,489	\$340,000
8675 Transportation Services	\$26,637	\$26,900
8677 Interagency Revenues Fees	\$27,030	\$25,273
8699 Other Local Income	\$1,812,445	\$884,211
8791 Special Education	\$3,486,444	\$3,475,402
TOTAL: Other Local Revenues	\$6,272,951	\$5,011,641

REVENUE TOTAL

\$66,135,997 \$65,094,869

INTERFUND TRANSFERS

8919 Other Authorized Interfund Transfers In	\$424,380	\$412,230
7600-7629 Transfers Out	\$1,150,000	\$215,000

TOTAL: Revenue and Transfers In

\$65,410,377 \$65,292,099

BEGINNING BALANCE

\$16,471,257 \$19,033,980

Audit Adjustment

TOTAL RESOURCES AVAILABLE

\$81,881,634 \$84,326,079

**FOUNTAIN VALLEY SCHOOL DISTRICT
2018-19 UNAUDITED ACTUALS & 2019-20 ADOPTED BUDGET*
GENERAL FUND**

EXPENDITURES	Actuals 2018-19	Budget 2019-20
<u>1000 Certificated Salaries*</u>		
1100 Teachers	\$25,356,786	\$24,709,437
1200 Principals/Assistant Principals	\$1,448,846	\$1,422,627
1300 Supervisors	\$2,947,216	\$2,930,435
1900 Other Certificated Salaries	\$0	\$0
Subtotal	\$29,752,848	\$29,062,499
<u>2000 Classified Salaries*</u>		
2100 Instructional Aides	\$2,889,140	\$2,867,756
2200 Classified Support	\$3,389,427	\$3,457,092
2300 Classified Supervisors' and Administrators	\$846,382	\$858,984
2400 Clerical, Technical and Office	\$2,445,997	\$2,417,510
2900 Other Classified Salaries	\$383,346	\$323,648
Subtotal	\$9,954,292	\$9,924,990
<u>3000 Employee Benefits*</u>		
3100 State Teachers' Retirement System (STRS)	\$7,436,414	\$7,778,305
3200 Public Employees' Retirement System (PERS)	\$1,529,671	\$1,865,394
3300 OASDI/Medicare	\$1,096,355	\$1,138,443
3400 Health & Welfare	\$3,813,728	\$3,919,629
3500 State Unemployment Insurance	\$19,253	\$19,466
3600 Workers' Compensation Insurance	\$858,198	\$854,490
3700 Retiree Benefits	\$179,875	\$232,000
3900 Other Fringe Benefits	\$25,149	\$25,257
Subtotal	\$14,958,643	\$15,832,984
<u>4000 Books & Supplies</u>		
4100 Textbooks	\$260,429	\$1,260,500
4200 Other Books	\$44,821	\$700
4300 Instructional Material & Supplies	\$1,778,778	\$1,777,694
4400 Noncapitalization Equipment	\$782,051	\$277,050
Subtotal	\$2,866,078	\$3,315,944
<u>5000 Services & Other Operating Expenses</u>		
5100 Subagreements for Services	\$204,815	\$254,688
5200 Travel/Conference	\$102,776	\$79,202
5300 Dues/Memberships	\$24,511	\$25,900
5400 Insurance	\$320,870	\$402,800
5500 Utilities/Housekeeping	\$743,924	\$973,570
5600 Rentals/Leases/Repairs	\$973,547	\$787,940
5700 Direct Costs for Interfund Services	(\$18,663)	(\$16,800)
5800 Other Services & Operating Expenses	\$1,826,496	\$1,997,919
5900 Communications	\$336,624	\$371,900
Subtotal	\$4,514,899	\$4,877,119
<u>6000 Capital Outlay</u>		
6100 Sites & Improvements of Sites	\$31,737	\$32,000
6200 Buildings & Improvements of Buildings	\$0	\$23,000
6400 Equipment	\$53,866	\$137,800
Subtotal	\$85,603	\$192,800
SUBTOTAL: Expenditures	\$62,132,364	\$63,206,336
<u>7000 Other Outgo</u>		
7141 Tuition, Excess Costs & or Deficit Payments	\$497,215	\$476,450
7142 Payments to County Office	\$346,663	\$261,603
7350 Interfund Transfers of Support Costs	(\$128,588)	(\$124,620)
Subtotal	\$715,290	\$613,433
TOTAL EXPENDITURES AND OTHER OUTGO	\$62,847,653	\$63,819,769
ENDING BALANCE	\$19,033,980	\$20,506,310

* 2019-20 Adopted Budget salary & benefits expense do not reflect the impact from contract settlements approved in June 2019. The fiscal impact from these settlements will be reflected in the First Interim report.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND KRISTINE MRAZ/BE THE CHANGE CONSULTING TO LITERACY BEST PRACTICE AT OKA SCHOOL**
DATE: August 23, 2019

Background:

Oka School is planning to use Kristine Mraz/Be The Change Consulting, as a coach to support Literacy Best Practice during the 2019/2020 school year. Teachers will receive seven days of professional development and there will also be one parent workshop between September, 2019 and January, 2020. Coaching and support will be focused on labsites, meetings, planning, routines and structures, joy and engagement and inclusivity and accessibility.

Fiscal Impact:

All expenses, \$12,600 for the seven days of teacher professional development will be paid through a Cotsen grant received by Oka and their Title I budget. LCAP Parent Engagement will cover the \$500 cost of the Parent Workshop night.

Recommendation:

It is recommended that the Board of Trustees approves Kristine Mraz/Be The Change Consulting for professional development services at Oka School.

Kristine Mraz
Be The Change Consulting LLC
275 Nassau Ave
Apt 2
Brooklyn, NY 11222
EIN:822858905
Mailing Address:
2026 Fair Park Avenue
Los Angeles, CA 90041

Oka Elementary School
August 21, 2019

To Whom it May Concern,

This agreement is to secure the following details for seven professional development days and one parent workshop between Kristine Mraz/ Be The Change Consulting and Oka Elementary School. An invoice for payment will be submitted within 30 days of the completion of the professional development day. If, at a later time, the date needs to be changed due to scheduling, weather, or other issues, both parties will work together to reschedule on a mutually agreeable date.

Dates	Description of Work	Fee per day	# of days	Total Fee
Sept 18 and 19, 2019 Nov 20, 2019 Dec 3, 2019 Jan 7, 14, and 27, 2020	Literacy Best Practice, focused coaching and support on: <ul style="list-style-type: none">• Labsites• Meetings• Planning• Routines and structures• Joy and engagement• Inclusivity and accessibility	\$1800	7	\$12,600
Sept 26, 2019	Parent Workshop	\$500	1	\$500
Total Fee, all expenses included				\$13,100

Signed,



8/21/19

Kristine Mraz

Signature

Date



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #1 FOR THE COX ELEMENTARY
SCHOOL MEASURE O HVAC AND MODERNIZATRION
PROJECT**
DATE: August 30, 2019

Background:

On March 28, 2019, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Cox Elementary School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

Fiscal Impact:

The total for Change Order #1 is \$37,913.00 and will be taken from the total contingency budget for the Cox project of \$625,000.

Recommendation:

It is recommended that the Board of Trustees approves Change Order #1 for the Cox Elementary School Measure O HVAC and Modernization Project.



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #1 FOR THE FULTON MIDDLE
SCHOOL MEASURE O HVAC AND MODERNIZATRION
PROJECT**
DATE: August 30, 2019

Background:

On March 14, 2019, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Fulton Middle School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

Fiscal Impact:

The total for Change Order #1 is \$266,145.00 and will be taken from the total contingency budget for the Fulton project of \$625,000.

Recommendation:

It is recommended that the Board of Trustees approves Change Order #1 for the Fulton Middle School Measure O HVAC and Modernization Project.



Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #1 FOR THE TAMURA
ELEMENTARY SCHOOL MEASURE O HVAC AND
MODERNIZATRION PROJECT**
DATE: August 30, 2019

Background:

On March 14, 2019, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Tamura Elementary School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

Fiscal Impact:

The total for Change Order #1 is \$52,531.00 and will be taken from the total contingency budget for the Tamura project of \$625,000.

Recommendation:

It is recommended that the Board of Trustees approves Change Order #1 for the Tamura Elementary School Measure O HVAC and Modernization Project.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF CONTRACT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND MICHELLE MCHALE TO SUPPORT HIGH LEVEL READING AND WRITING INSTRUCTION AT TAMURA SCHOOL**
DATE: August 23, 2019

Background:

Tamura School is planning to use Michelle McHale as a coach to support the ongoing commitment to offering high level reading and writing instruction at Tamura School. Teachers will receive professional development by ways of in-class model lessons, peer observations, coaching, and support. Michelle's coaching will take place throughout the 2019/2020 school year, focusing on the upper grades at the beginning of the year and the primary grades for the last half of the year.

Fiscal Impact:

Coaching cycle is one day per week for 16 weeks, starting in September, 2019 and running through January, 2020. The total cost for each coaching cycle is \$500 per day, for a total of \$8,000. Mrs. McHale's contract is fully funded through a grant received by Tamura Elementary School from Cotsen.

Recommendation:

It is recommended that the Board of Trustees approves Michelle McHale for professional development services at Tamura School.



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **APPROVAL OF CONTRACT FOR ONE ADDITIONAL YEAR OF
THE READING PLUS INTERVENTION PROGRAM AT
TALBERT MIDDLE SCHOOL**
DATE: August 23, 2019

Background:

Reading Plus is an intervention program that integrates comprehension, vocabulary, motivation, and reading efficiency. The program involves three components: guided reading, independent practice and reading selections with comprehension questions.

The Reading Plus program was piloted in 2018/2019 with Talbert students, including English Learners and students with disabilities.

The goal of Reading Plus is to increase the reading level of all students and this course takes the place of a regular elective. As students meet grade level, they will be moved into a different elective.

Talbert would like to continue with an additional year of Reading Plus during the 2019/2020 school year to support reading development for students two or more years below grade level.

Fiscal Impact:

All expenses for Reading Plus at Talbert Middle School, for this year only, will be paid out of the District LCAP funds

Recommendation:

It is recommended that the Board of Trustees approves an additional year of Reading Plus at Talbert Middle School, which includes on-site professional development and full implementation support for the 2019/2020 school year.



August 21, 2019

Prepared For: Steve McLaughlin, Asst. Sup.
Fountain Valley SD
For: Talbert Middle School

Prepared By: Pamela Dixon, CEO
619-392-6739
pamela@pmdgroup.us

Send Orders To: The PMD Group FAX Orders To: 866-411-4950
2801 B Street #187
San Diego, CA 92102

READING PLUS Single License Pricing

60 SL	<p>1 Year for READING PLUS PMD Grant</p> <p><i>InSight Screening (Universal Screener) for an unlimited number of students included at no cost</i></p> <p>*****3 ON-SITE PROFESSIONAL DEVELOPMENT SESSIONS & FULL IMPLEMENTATION SUPPORT (\$2,400.00) *****</p>	<p>\$ 5,400.00 -\$ 540.00 \$ 4,860.00</p> <p>NO COST</p>
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There is no sales tax on internet programs
Pricing Valid through December 31, 2019



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services
SUBJECT: **SUBMISSION OF AN ST MATH SCHOOL GRANTS PROGRAM
SCHOLARSHIP APPLICATION TO FUND A PORTION OF THE
COST FOR ST MATH FOR THE FVSD'S 10 SCHOOLS**
DATE: August 30, 2019

Background:

ST Math continues to be active at eight school sites within the Fountain Valley School District during the 2019/2020 school year.

The ST Math School Grants Program is designed to fund one day of professional development for ST Math in our school district and if awarded a scholarship, MIND Research Institute's Implementation Project Management Team will work with the district to determine the best training options for teachers and staff at all ten of our school sites. Professional Development could include the use of distance learning modules, instructor-led webinars, in-person training, or a combination of the above.

The ST Math School Grants Program is made possible through the generosity of MIND Research Institute's philanthropic sponsors.

Fiscal Impact:

We are requesting \$2,000 per school, for a total of \$20,000 in funding, for the ST Math School Grants Program scholarship for the 2019/2020 school year program.

Recommendation:

It is recommended that the Board of Trustees approves the submission of the ST Math School Grants Program application.

Dear Applicant,

We are excited that you are applying for the ST Math School Grants Program to fund a portion of the cost for ST Math in your district. Through our uniquely visual, non-language-based approach to teaching math, students across the country are deeply understanding math, developing perseverance and problem-solving skills, and becoming life-long learners prepared for success.

Your application consists of a district section and a district agreement.

If awarded a scholarship, MIND Research Institute's Implementation Project Management Team will work with you to determine the best training options for your teachers and staff. Professional Development could include the use of distance learning modules, instructor-led webinars, in-person training, or a combination of the above. You may purchase additional professional development or student licenses through MIND Research Institute at any time.

ST Math will provide meaningful student daily progress reports. Teachers, an integral part of the math education process, are encouraged to monitor class progress by reviewing the reports each week, assisting students by using questioning strategies, and bringing ST Math concepts into their classroom lessons. Education consultants will be available throughout the year for support.

The ST Math School Grants Program is made possible through the generosity of MIND Research Institute's philanthropic sponsors. Many of our donors would like to receive periodic updates on student progress, achievement scores for state standardized testing, and photo opportunities for the school sites their donations are sponsoring. Please be aware that, while it is not a requirement that your district agree to provide these to MIND, agreeing to some or all of these requests may make your application more appealing to our donors. Upon approval of ST Math School Grants Program funding to your site, MIND will send you a separate release document for you to review.

Thank you again for your interest. Please submit completed applications, signed agreement and/or direct any program questions to grants@mindresearch.org. Upon receipt of the completed document, a MIND Representative will contact you to arrange for an Application Review Meeting, at which time your district's available technology and implementation plans will be discussed and reviewed.

Sincerely,

MIND Research Institute

District Application		
District Name: Fountain Valley School District		
Superintendent: Mark Johnson	Email: johnsonm@fvsd.us	Phone: (714) 843-3200
District ST Math Administrator: Steve McLaughlin	Email: mclaughlins@fvsd.us	
Desired Program Start Date: September 4, 2019	School Year End: June 18, 2020	
District Address: 10055 Slater Ave Fountain Valley, CA 92708		

ST Math School Identification			
Name of Schools	Grade Levels (Implementing ST Math)	Total # of Students	Average Class Size
Courreges Elem	K-5	651	30
Cox Elem	K-5	675	30
Gisler Elem	TK-5	556	30
Newland Elem	TK-5	528	30
Oka Elem	K-5	449	30
Plavan Elem	TK-5	527	30
Tamura Elem	TK-5	575	30
Fulton Middle	6-8	763	30
Masuda Middle	6-8	805	30
Talbert Middle	6-8	781	30

Program Information

MIND Research Institute's mission is to ensure that all students are mathematically equipped to solve the world's most challenging problems. Districts awarded a scholarship through this competitive process will join us in our mission by incorporating ST Math into their instructional practices and educational goals. (25 Points)

1. (5 points) What are your district's math goals? What have you put in place to achieve these goals? How do you see ST Math assisting your schools to reach these goals?

Overall our District math goals are to engage our teacher and students in rigorous mathematical discourse. FVSD believes our primary purpose is to prepare our teachers to deliver the "best" first instruction using high level strategies, while providing target intervention to those student meeting with success. Over the past four years, FVSD has engaged in intensive professional development for all of our elementary and secondary teachers around implementing researched based practices, creating common units of study, common assessments, and providing timely data to teacher in order to inform instructional decisions. Specifically, all elementary teachers have spent several years being trained in Cognitively Guided Instruction (CGI), including live student demonstrations lessons, while being supported by District level Teachers On Special Assignment (TOSAs). For our middle school teachers, FVSD partnered with the Irvine Math Project (IMP) through University of California Irvine (UCI) to enrich teacher's background knowledge, embed hands-on/experiential activities, and enhance the District's middle school math intervention programs, while being supported by District level Teachers On Special Assignment (TOSAs).

ST Math has played an integral part in FVSD plan programming for a number of years, providing an engaging and interactive experience for our students. As FVSD continues to focus on the needs of ALL students, we would like ST Math to assist with site based professional development designed to encourage teachers to utilize the program more as a teaching tool, as opposed to what it is now mostly, a student directed/isolated tool.

2. (5 points) How will integrating ST Math in your district improve the overall quality of your program and the educational opportunities you offer?

For the elementary schools, FVSD would like to utilize the services of ST Math to provide professional development to our teachers at the elementary level in order to expand their awareness of the functionality of ST Math. More specifically, FVSD would like for teachers to better understand the data from the program in order to provide more targeted instruction during small group and whole group instruction.

For the middle schools, FVSD would like to utilize the services of ST Math to focus on supporting the intervention programs. Specifically FVSD would like to train the math intervention teachers on the functionality to provide greater utilization at the middle

school, while also gaining a better understanding of the data from the program in order to provide more targeted instruction during small group and whole group instruction.

3. (5 points) What might a quality math learning experience look like in a classroom at your district?

A quality math learning experience within FVSD classrooms included offering students an opportunity to engage collaboratively with both the teacher and other students. Students are encouraged to find multiple ways to solve problems, while also equally encouraged to deconstruct solutions that are incorrect. FVSD classrooms provide a multitude of hands-on and virtual manipulatives as resources at all levels, allowing students to express their mathematical thinking both visually and in numeric form.

4. (5 points) What is the role of the ST Math Administrator you've designated for your district? How will s/he support ST Math implementation at your district?

FVSD's Assistant Superintendent of Educational Services will continue to oversee the implementation of ST Math. As the administrator, he will involve district level TOSAs, principals, and other relevant staff to assist in training, data analysis, and instructional decision making.

5. (5 points) What do teachers already know about ST Math? If they are not aware of ST Math, how do you plan to launch ST Math in your district to get teachers excited and to share your plan for implementation prior to training?

ST Math has a long and rich history within FVSD. All elementary schools have utilized the program for many years, and with only one exception, have utilized the program at a high rate. FVSD middle schools have a limited history with ST Math, and will therefore focus on sixth through eighth grade intervention programs.

Additional Considerations
<p>Please explain any additional considerations that may assist our staff in evaluating your application. For example, is there a plan to upgrade your technology or order more devices to enable all students to use ST Math for 60 or 90 minutes each week?</p>

Signatures

Please initial and provide appropriate hard signatures.

All of the information presented in this scholarship application is true to the best of my knowledge and we agree to comply with the following ST Math School Grants Program requirements:

1. The ST Math School Grants Program is designed to fund **a portion** of the cost to implement ST Math or ST Math+ Music instructional software and training. All ST Math materials and training will be provided by the MIND Research Institute as part of the ST Math School Grants Program.
2. My district will designate an ST Math Administrator. This person will oversee implementation, accompany staff to training and professional development sessions, complete the required surveys, and serve as the primary point of contact between my district and the MIND Research Institute. *Superintendent's Initials*
3. My district will participate in an application review meeting or conference call to discuss details of this application prior to a final funding decision. *Superintendent's Initials*
4. Our teachers will commit to reviewing the online reports weekly in order to monitor progress and assist students in maximizing progress through the ST Math curriculum. *Superintendent's Initials*
5. Our teachers will participate in ST Math training and professional development prior to using the program. *Superintendent's Initials*
6. My district will be responsible for the annual license renewal fees required for continued use and support of the program. My district understands that this is a one-time Scholarship, and that my district is responsible for funding the program in subsequent years.
 Superintendent's Initials

Title	Printed Name	Signature	Date
Superintendent (15 points)	Mark Johnson		8/28/2019
ST Math Administrator (5 points)	Steven McLaughlin		8/28/2019
Technical Lead (5 points)	Parham Sadegh		8/28/2019

MIND Research Institute
SPONSORSHIP PARTICIPATION AGREEMENT

This Participation Agreement ("Agreement") is made and entered into on (DATE) by and among MIND Research Institute, a California non-profit corporation with a place of business at 111 Academy, Suite 100, Irvine, CA 92617, (hereinafter called "MIND"), and the undersigned (NAME) District (hereinafter called "District") and (#) schools (hereinafter called "Participants").

RECITALS

- A. MIND has developed a uniquely visual, non-language based approach to teaching math to all students by developing a deeper understanding of math concepts, perseverance and problem-solving skills. The software program is titled ST Math
- B. As part of the MIND's mission to increase access and availability to ST Math, the ST Math School Grants Program was created to provide funds to off-set the cost of implementation of ST Math.
- C. The ST Math School Grants Program is a competitive scholarship program whereby the District applied for philanthropic funds donated to MIND for use to purchase the ST Math program for (#) of schools.
- D. The District is responsible for annual support/license renewal fees for each participating school site per year for the continued use of the program and for program updates and support.

NOW, THEREFORE, In consideration of the mutual covenants herein, and for valuable consideration received, the parties agree as follows:

1. The Program.

- A. MIND has approved District's Application to participate in MIND's ST Math Program ("Program"). The Program includes a license to use computer software developed and owned by MIND ("Software"). Specific Licensing of grades, Software products, students, workstations, etc. is described in the attached Exhibit A. The Program is designed to benefit elementary or secondary school teachers and their students in math achievement. The Program requires that teachers and students follow a simple but vital Education Process ("Process,") described in the Implementation Guide (distributed at time of training).

2. Program Requirements

- A. The District certifies that all participating school sites meet the minimum technology requirements needed to properly implement the ST Math program with fidelity. The minimum technical requirements that each school site must meet in order to successfully implement the ST Math program is attached herein as "Exhibit B"
- B. Prior to each computer session, teachers will commit to reviewing the online reports in order to monitor the progress and performance of their students, assist students that need help, and exercise best efforts to meet the minimum program completion target of 75% for the class.
- C. The District certifies that all teachers at participating school sites and grade levels will participate in training before implementation begins, as described in the customized implementation plan that will be discussed and laid out for the district as a whole.

- D. The District will agree to allow the MIND Research Institute access to digital files of math test score data, including state standardized tests and other math assessments administered, for all students at participating schools for the term of implementation, understanding that confidentiality requirements will be respected.
- E. Each participating school will be responsible for the annual mandatory support/license renewal fees per year for continued use of the program and for program updates and support. The school understands that this is a one-time Scholarship, and that the school is responsible for funding its use of the program in subsequent years.
- F. Recognition of philanthropic support will be developed in cooperation with the donors and schools, and will be consistent with MIND Research Institute's mission and purposes. Grantees are expected to work with MIND Research Institute and the donor(s) to recognize the donation to generate publicity about the grant. MIND Research Institute strives to develop publicity opportunities that are appropriate and meaningful for the supporting donors, participating schools and MIND Research. Such recognition and publicity may include (but is not limited to):
 - Donor site visits
 - Photo opportunities
 - Check presentations
 - Celebratory assemblies/events
 - Press conferences
 - Press releases/media advisories
 - Collateral
 - Blog posts
 - Social media

grantee may be asked to undertake and actively participate in public relations, media and other related donor recognition activities as provided for in this Agreement and/or in grantee's project application, and shall coordinate such activities with MIND Research Institute. grantees may be asked to provide:

- Approved administrator quote, mentioning donor and MIND Research Institute/ST Math, for use in publicity materials.
- Mutually agreeable times for an event such as a donor site visit, check presentation, celebratory event, or press conference.
- Photo release forms for students.
- Publicity support including:
 - Co-branding press releases/media advisories
 - Media outreach in the forms of press release distribution, emails, calls and/or pitches to existing contacts who typically cover the school/district
 - Posting on social media channels (Facebook, Twitter, LinkedIn, Google+, YouTube)

Any questions relating to public relations or press activities should be directed to MIND Research Institute at grants@mindresearch.org. Any other press or public activities related to the ST Math School Grants Program shall be approved in advance by MIND Research Institute.

3. **Cooperation.** District agrees to use its best efforts to implement all of the policies and procedures relating to the Program.
 - A. District agrees to use its best efforts to comply with the Process as provided by MIND.
 - B. MIND may modify the Program from time to time; including Software minor updates, and changes to the Process. The parties agree to cooperate in the implementation of any changes to the Process.
 - C. District understands and agrees that MIND is not obligated to provide unlimited support services. MIND will provide District with a “Published List of Services” specifying the Program customary support services that MIND provides. If District requires substantially more services than stated in the Published List of Services, MIND may charge District additional fees for the additional services.
 - D. **Payment:** The payment terms are described in the attached “Exhibit A”
 - E. Each Participant school as part of the District is responsible for a good faith effort to implement ST Math with fidelity and progressing at required levels to ensure at least 75% program progress at year’s end.
 - F. **Non Compliance:**
 - The District agrees that all Schools participating in the program will comply with the requirements of the grant. the District will be considered Non-Compliant if the following is true:
 - If by the third month of implementation, any Participant school falls below the required Program Progress level, the Scholarship will be withdrawn and/or the license for that Participant may be rescinded at MIND’s discretion.
 - Should it be determined by MIND staff that a Participant site does not meet these minimum technological requirements, a written report will be made to the District at which time the District will address and correct the deficiencies or will remove the school from participation in the ST Math School Grants Program.
4. **Term and Renewal.** This Agreement shall commence on the date specified in Exhibit A, and shall continue in force for a period of one year. District may renew the Agreement unless District is in material breach of the Agreement. Approximately three (3) months prior to each anniversary of the Training Date, MIND will inform District via a written proposal for the fees due for the next renewal year. Upon District's approval of the proposal, the parties will execute a revised Exhibit A, including a new Agreement termination date and the revised Exhibit A will be made part of this Agreement. If District does not execute the revised Exhibit A, and make full payment for the renewal year, this Agreement shall terminate as of the applicable anniversary date. If District wishes to add additional product, students, workshops, or grade levels, MIND will provide District with revised pricing that reflects the change. District may end its participation in the Program at any time, in District’s sole discretion; however, in the event of early termination, District shall not receive a refund of fees.

District agrees to make timely payment to MIND for any portion of the fees it has agreed to pay, if any, as stated in the attached Exhibit A. If District is sponsored in full or in part by a 3rd party payer, District’s sponsor shall pay fees it has agreed to pay as stated in Exhibit A
5. **Intellectual Property.** District understands and agrees that MIND retains ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights. MIND shall retain ownership of all intellectual property owned by MIND and shared with District in the

course of this Agreement. MIND remains the exclusive owner of all intellectual property rights; District has no rights in MIND's intellectual property other than to use it as specifically provided in this Agreement, and only for the term of this Agreement. This provision shall survive the termination of the Agreement. Upon termination of the Agreement, for any reason, District shall remove all copies of the Software and return all printed materials to MIND. District shall not copy or distribute, share, lend, or otherwise transfer the Software, or other intellectual property owned by MIND to any third party. District agrees not to modify, reverse engineer, disassemble, or decompile the Software. District shall not alter or remove any copyright or proprietary notices affixed to materials supplied to District by MIND. District shall have rights to use the property only:

- A. for educational purposes and not for any commercial purpose
- B. for the product(s) specified in Exhibit A
- C. for the grade(s) specified in Exhibit A
- D. for the number of students specified in Exhibit A (unless unlimited which shall also be specified)
- E. for the number of workstations specified in Exhibit A (unless unlimited which shall also be specified)
- F. as specified in this Agreement
- G. during the term of this Agreement.

6. **Confidentiality.** Each party agrees that certain information which it may receive from the other party will be confidential information ("Confidential Information") to the disclosing party. The parties shall hold the other party's Confidential in strict confidence. Confidential Information includes: (1) information relating to the development of MIND software or other products; (2) information related to the source code of the MIND software; and (3) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is summarized in writing or other tangible form within fifteen (15) days after such oral disclosure is made). Each party agrees, both during and after the term of this Agreement, to use the Confidential Information of the other party only in furtherance of this Agreement, and not to, directly or indirectly, disclose such Confidential Information, except to persons who have a need to know such Confidential Information in the performance of this Agreement. The parties shall prevent the unauthorized copying, use and/or disclosure of the other party's Confidential Information. This paragraph shall not apply to any information that: (1) becomes known to the general public without a breach of this provision; (2) is disclosed by the owner of the Confidential Information to others without restriction on the disclosure; (3) is obtained from a third party without breach of this provision; or, (4) must be disclosed by law. Each party agrees that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable injury to the party concerned. Accordingly, both parties agree that the remedy at law for any breach of this paragraph may be inadequate and that the party suffering from the unauthorized use or disclosure shall be entitled to ex parte injunctive relief to prevent any such breach or the threat of such a breach.
7. **Use of Data.** District authorizes MIND to collect data resulting from District's participation in the Program and to use the data only for purposes of MIND's ongoing research and development. The raw data resulting from the Software shall be the property of MIND exclusively. MIND will not use the photographs or names of any participating student for promotional purposes without

first obtaining the prior written consent of the student's parents. Further, MIND agrees to maintain the confidentiality of students' personal information.

8. **Delivery and Acceptance.** MIND shall deliver all necessary program material to District. MIND shall record each delivery in a "Deliverable Receipt" that sets forth the nature and condition of the Deliverables, the medium of delivery, and the date of delivery. If acceptable, District shall sign the Delivery Receipt to indicate acceptance of the deliverables.
9. **Compliance with Laws.** The parties shall comply with all applicable laws, rules, ordinances, and regulations regarding this Agreement.
10. IN NO EVENT SHALL MIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE PRODUCTS OR PARTICIPATION IN THE PROGRAMS EVEN IF MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
11. MIND SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS AND PROGRAMS ARE PROVIDED "AS IS". UNDER NO CIRCUMSTANCES SHALL MIND OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO MIND BY DISTRICT. FURTHER, MIND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.
12. **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable, all other provisions shall remain in force.
13. **Waiver.** The terms of this Agreement may be waived only in writing. Any delay in enforcing rights shall not be construed as a waiver.
14. **Entire Agreement.** This document contains the entire Agreement between the parties and supersedes any previous understandings or agreements, whether written or oral.
15. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MIND and District.
16. **Third Parties.** District agrees that if the Program or Products include property licensed to MIND by a third party, such third party is a beneficiary of this Agreement and may enforce it directly against District.
17. **Relationship.** This Agreement shall not place the parties in a relationship of partners, joint ventures, or agency. Neither party shall have the power to obligate the other in any way.
18. **Equitable Relief.** In the event of material breach by either party, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. District acknowledges that the unauthorized use, transfer, or disclosure of the MIND's intellectual property will: (1) substantially diminish the value to MIND's trade secrets, intellectual property and other proprietary interests; (2) render MIND's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If District breaches its obligations with respect to the use or confidentiality of the materials

provided by MIND under this Agreement, MIND shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief.

19. **Arbitration.** All disputes relating to this Agreement shall be finally settled by arbitration of the American Arbitration Association in Orange County, California. Both parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court with jurisdiction.
20. **governing Law** . The laws of the State of California shall govern this Agreement.
21. **Notices.** All notices shall be in writing and shall be deemed duly given upon delivery to the other party to the address set forth in this Agreement, or as changed by written notification.

The parties so agree.

Applicant

Signature of District Authorized
Representative

Name

Title

District

Address

Date

MIND Research Institute

Signature of Authorized Representative

Name

Title

Date

Exhibit A to Participation Agreement

MIND Research Institute and District agree to the following fee schedule, terms, and conditions:

First Year Period: _____ to _____.

Purchase Order Number: _____.

See attached Quote Number _____, dated _____.

District understands and agrees that:

1. The attached fee schedule states the fees for District's first year of participation in the Program, commencing on the date that MIND delivers initial training to the District ("Training Date").
2. The attached fee schedule also states the mandatory service/support fees for ongoing years. If District wishes to add additional grades, MIND will provide District with revised pricing that reflects the change.
3. The mandatory service/support fee shall be due and payable within 45 days after District receives MIND's invoice for the renewal year.
4. If District does not timely pay the annual services/support fee, District shall be removed from MIND's servers and will no longer have access to the Software. In any event, if District does not timely pay the annual service/support fee, the Agreement will expire one-year from the training Date.
5. All fees are non-refundable.
6. All fees are exclusive of any sales, use, or other applicable taxes.

Exhibit B to Participation Agreement
Technical Requirements

Computers

Basic Requirements:

- 1024 x 768 screen resolution or higher
- Flash Player version 12.0 or higher

Recommended:

- Flash Player version 14.0 or higher
- Flash local storage ("Flash cookies") and browser caching enabled

Supported Web Browsers:

- Internet Explorer 8.0 or later
- Safari 5.0 or later (Mac OS X only)
- Firefox 17.0 or later
- Google Chrome

PC

- Intel Core 2 Duo (or equivalent) or better
- 1GB of RAM (2GB recommended)

Recommended Operating Systems:

- Microsoft® Windows 8
- Microsoft Windows 7 (Service Pack 1)

Supported Operating Systems:

- Microsoft Windows Vista (Service Pack 2)
- Microsoft Windows XP (Service Pack 3)

Mac

- Intel Core 2 Duo or better
- 1GB of RAM (2GB recommended)
- OS X 10.6 or later

Chromebook

- All Chromebooks 2011 and newer

Tablets

Download ST Math from the iTunes® Store, the Amazon App Store, or Google Play. Touch licensing is required.

iPad

Recommended:

- iPad 2 and newer with iOS 5.0 or later

Supported:

- iPad mini and newer

Kindle

Supported:

- Kindle Fire HD 8.9"

Android

- 10" screen or larger suggested
 - Android 3.1 (Honeycomb) or later
 - 1GHz dual core processor or better
 - 1GB of RAM
 - Two simultaneous, capacitive touch points
- Examples of supported tablets:**
- ASUS Transformer (10.1")
 - Samsung Galaxy Tab 10.1

Important: A high-speed internet connection is required for each device running ST Math.

2019/2020

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members
From: Rachel Rios, Fiscal Manager
West Orange County Consortium for Special Education
Date: August 29, 2019
Subject: **Non-Public Agency/School Contracts**
Board Meeting Date: September 5, 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
	Secure Transportation Company, Inc. W20128	\$36,000.00	August 29, 2019 to June 30, 2020
	Scott Larsen W20131	\$4,000.00	August 13, 2019 to June 30, 2020
	Olive Crest Academy W20132	\$44,214.06	August 26, 2019 to June 30, 2020
	Olive Crest NPA W20133	N/A	July 1, 2019 to June 30, 2020
	Olive Crest NPA W20134	\$15,000.00	August 26, 2019 to January 31, 2020
	Olive Crest Academy W20135	\$2,000.00	September 6, 2019 to June 30, 2020
	Cornerstone Therapies W20136	\$1,500.00	September 6, 2019 to June 30, 2020
	Professional Tutors of America, Inc. W20137	N/A	July 1, 2019 to June 30, 2020
	Professional Tutors of America, Inc. W20138	\$1,500.00	September 6, 2019 to January 31, 2020
	Professional Tutors of America, Inc. W20139	\$3,112.50	September 6, 2019 to December 31, 2019

Approved by the FVSD Board of Trustees
September 5, 2019

Dr. Mark Johnson
Superintendent

Date:

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

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

1. The term under this Contract shall be August 29, 2019 through June 30, 2020.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCSE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, SEISID _____, DOB _____, residing within the Fountain Valley School District to Anderson Elementary School, located within the Westminster School District, at a round-trip daily rate of \$200.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$100.00 and \$60.00, respectively when LVN is accompanying student. Round-trip daily rate includes transportation of Licensed Vocational Nurse (LVN) provided by parent(s), Tuesday through Friday only. Transportation schedule to be daily round-trip transport to and from school Monday through Friday beginning 8/29/19 - 6/16/20.
4. The Contractor, its employees and agents shall secure and maintain valid permits and licenses, which are required by law for the execution of this contract.
5. Minimum driver qualifications:
 - A. All screening exam, fingerprinting and DMV report. No individual with a record of conviction for sex related offenses may be utilized as a driver under the terms of this contract.
 - B. Drivers assigned to vehicles which transport handicapped pupils shall be given special training in the techniques for handling such pupils as needed and shall be currently First Aid/CPR Certified.
 - C. The Contractor shall provide ongoing formal safety instruction to all persons operating vehicles under the terms of this contract as needed.
 - D. Contractor personnel shall provide "safe riding" and "evacuation" instructions to passengers. These shall conform to current requirements of state regulations.
6. Minimum equipment requirements:
 - A. All vehicles utilized under this contract shall meet all applicable statutory and administrative requirements for the transportation of passengers for hire, and be so certified and under current state and local regulations and laws. In addition, all

transport vehicles used shall be air-conditioned, be equipped with 2-way radios, and when applicable, be equipped with hydraulic wheelchair lifts.

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

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

- C. The Contractor, at its own expense, cost and risk, shall defend any and all action, suits or other proceedings, that may be brought or instituted against WOCCE/District or any such claim, demand or liability, and pay to satisfy any judgement that may be rendered against WOCCE/District, its officers, agents or employees in any such action, suit or other proceedings as a result thereof.
14. The Contractor shall take out and maintain during the life of this Contract: 1) comprehensive public liability insurance consisting of bodily injury liability in amounts not less than One Million (\$1,000,000) for any one (1) person and One Million (\$1,000,000) for any one (1) occurrence and property damage insurance in an amount equal to One Million (\$1,000,000) to insure against all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this Contract. This coverage will be endorsed naming WOCCE as additional insured. 2) Workers' Compensation Insurance to statutory limits by the State of California.

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

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

Certificates and insurance policies shall include the following clause:

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

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

16. WOCCE may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if:
- a. The Contractor fails to perform the services satisfactorily, or to furnish safe and adequate equipment or personnel during the time specified herein or any extension thereof:

OR

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

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 29th day of August 2019 and terminates on June 30, 2020, unless sooner terminated as provided herein.

Fountain Valley School District**Secure Transportation Company, Inc.**

By: _____
Signature

By: _____
Signature

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

Gerard Linsmeier, Vice President
Name and Title of Authorized Representative

Date: _____

Date: _____

**West Orange County Consortium for
Special Education**

By: _____
Signature

Jimmy Templin, Executive Director
Name and Title of Authorized Representative

Date: _____

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
EDUCATION CODE SECTION 45125.1**

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

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 11972.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

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

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

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

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**

To the Governing Board of the Huntington Beach Union High School District:

I Secure Transportation Company, Inc., acknowledge and certify as follows:

I have carefully read and understand the Notice to Contracts Regarding Criminal Record Checks "NOTICE" (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

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

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

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

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

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

Executed at _____, California, on ____/____/____.

Secure Transportation Company, Inc.
CONTRACTOR Name / Business Name
Gerard Linsmeier
Printed Name of Authorized Signer
Vice President of Business Development
Title of Authorized Signer

Authorized Signature

434 E. Broadway Avenue
Address
Long Beach , CA 90802
City, State, Zip
(800) 856-9994
Telephone
schools@securetransportation.com
E-Mail Address

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of September, 20 19, by and between Scott Larson, Ph.D., hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Psycho-Educational Evaluation services for student;

SEISID birthdate

2. The Independent Contractor will commence providing services under this AGREEMENT on August 13, 2019 and will diligently perform as required and complete performance by June 30, 2020

The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

4. The DISTRICT shall pay the Independent Contract A total not to exceed \$4,000.00

To include comprehensive assessment, written report, records review, any related school visits and/or interviews/observations, and IEP meeting participation. See IEE guidelines, Appendix A & B

for services pursuant to this AGREEMENT.

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

5. The DISTRICT may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the DISTRICT'S Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.

6. Independent Contractor agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.

- (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

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

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

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

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

INDEPENDENT CONTRACTOR**FOUNTAIN VALLEY SCHOOL DISTRICT**_____
Signature_____
SignatureScott Larson, Ph.D.Dr. Mark Johnson
Superintendent

Printed Name

1151 Dove Street, Suite 24010055 Slater Avenue
Fountain Valley, CA 92708

Address

Newport Beach, CA 92660

City, State, Zip

20-1294026

Federal ID for business/Social Security No. for individuals

Date_____
Date

2019/2020

HBUHSD Contract # W20132

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 August 26, 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, 2020, 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 - GARDEN GROVE		
Address	10055 SLATER AVENUE			Address	2190 N. CANAL STREET		
City, State Zip	FOUNTAIN VALLEY, CA 92708			City, State, Zip	ORANGE, CA 92865		
LEA Case Manager	JENNY MCCANN			Phone	714-998-6571	Fax	714-998-6573
				E-Mail	www.olivecrest.org		
Student Last Name		Student First Name		Program Contact Name	NINA E. FRANKMAN, LMFT DIRECTOR OF SPECIAL EDUCATION		
D.O.B.		I.D. #		Phone	714-998-6571, ext. 1508	Fax	714-998-6573
				E-Mail	Nina-Frankman@olivecrest.org		
Grade Level		Sex (M or F)		Education Schedule – Regular School Year			
Parent/Guardian Last Name		Parent/Guardian First Name		Number of Days	180	Number of Weeks	38
Address				Education Schedule – Extended School Year			
City, State Zip				Number of Days	6	Number of Weeks	2
				Contract Begins	08/26/19	Ends	06/30/20
Home Phone		Business/Mobile Phone		Master Contract Approved by the Governing Board on:			06/27/19

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		X			\$ 190.77	PER DIEM	180	6	\$ 35,483.22
B. RELATED SERVICES									
1. Transportation						Zone 1			
a. Paid to NPS/A		X			\$ 46.94/day	1 RT/Daily	180	6	\$ 8,730.84
b. Reimburse Parent									
2. Counseling									
a. Group		X			INCLUSIVE	1x30min/wk	38	2	\$ -
b. Individual		X			INCLUSIVE	1x30min/wk	38	2	\$ -
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2019/2020

HBUHSD Contract # W20132

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. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other - Wraparound Services									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 44,214.06

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 8,730.84TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 44,214.06

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 09/05/19

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 - GARDEN GROVE
(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)

65. 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 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provide herein.

CONTRACTOR,

Olive Crest

Nonpublic School/Agency

LEA,

Fountain Valley School District

By:

Signature

Date

Donald A. Verleur II, CEO

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

Olive Crest

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: 2019-2020 RATES

CONTRACTOR Olive Crest CONTRACTOR NUMBER W20133 2019-2020
 (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 _____

A. Basic Education Program/Special Education Instruction

Basic Education Program/Dual Enrollment

Rate	Period
_____	_____
_____	_____

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

B. Related Services

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – Private	_____	_____
	c. Public Transportation	_____	_____
	d. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Additional Student Counseling – Individual	_____	_____
	d. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group	_____	_____
	c. Language and Speech – Assessment	_____	_____
	d. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	Physical Therapy	_____	_____
(8)	a. Behavior Intervention and Development (BID)	_____	_____
	b. Behavior Intervention and Implementation (BII)	_____	_____
	c. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
	d. Behavior Support Services (outside of school hours)	_____	_____
(9)	a. Behavioral Assistant – 1:1 Classroom	_____	_____
	b. Behavioral Assistant – During Transit	_____	_____
(10)	Translation Services	_____	_____
(11)	Wraparound Services	\$3,000-\$4,800	Per Month
(12)	Re-Connect Program	_____	_____
	a. In-home Assessment and Plan Development (up to 4 hours)	_____	_____
	b. Student Counseling	_____	_____
	c. Parent Counseling	_____	_____

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

**By credentialed Special Education Teacher.

2019/2020

HBUHSD Contract # W20134

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 August 26, 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 January 31, 2020, 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		
Address	10055 SLATER AVENUE			Address	2130 E. 4TH STREET, SUITE 200		
City, State Zip	FOUNTAIN VALLEY, CA 92708			City, State, Zip	SANTA ANA, CA 92705		
LEA Case Manager	JENNY MCCANN			Phone	714-543-5437	Fax	714-543-5463
				E-Mail	www.olivecrest.org		
Student Last Name		Student First Name		Program Contact Name	DONALD A. VERLEUR II, M.B.A. CHIEF EXECUTIVE OFFICER		
D.O.B.		I.D. #		Phone	714-543-5437	Fax	714-543-5463
				E-Mail	Donald-Verleur@olivecrest.org		
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				Education Schedule – Extended School Year			
City, State Zip				Number of Days		Number of Weeks	
				Contract Begins	08/26/19	Ends	01/31/20
Home Phone		Business/Mobile Phone		Master Contract Approved by the Governing Board on:			09/05/19

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									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Therapy									
b. Consultation									
5. Occupational Therapy									
a. Therapy									
b. Consultation									

2019/2020

HBUHSD Contract # W20134

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. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other - Wraparound Services - Per Settlement Agreement thru 01/31/20			X		NTE \$3,000/mo	NTE 20hrs/mo	5		\$ 15,000.00
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 15,000.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$

\$ 15,000.00

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

\$ 15,000.00

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 09/05/19

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

(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)

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of September, 2019, by and between Approach Learning and Assessment Centers dba Olive Crest Academy, hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide an Independent Speech and Language Assessment services for student;

SEISID birthdate

2. The Independent Contractor will commence providing services under this AGREEMENT on September 6, 2019 and will diligently perform as required and complete performance by June 30, 2020

The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

4. The DISTRICT shall pay the Independent Contractor A total not to exceed \$2,000-- to include comprehensive assessment, written report, any related school visits and/or interviews/observations, and IEP meeting attendance. See IEE guidelines, Appendix A & B for services pursuant to this AGREEMENT.

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

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

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

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

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

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

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

INDEPENDENT CONTRACTOR**FOUNTAIN VALLEY SCHOOL DISTRICT**

Signature

**Approach Learning & Assessment Centers
dba Olive Crest Academy**

Printed Name

2190 N. Canal Street

Address

Orange, CA 92865

City, State, Zip

95-3717718

Federal ID for business/Social Security No. for individuals

Signature

**Dr. Mark Johnson
Superintendent**

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

Date

Date

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of September, 20 19, by and between Cornerstone Therapies, hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide an Independent Occupational Therapy Assessment services for student:

SEISID birthdate

2. The Independent Contractor will commence providing services under this AGREEMENT on September 6, 2019 and will diligently perform as required and complete performance by June 30, 2020

The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

4. The DISTRICT shall pay the Independent Contract A total not to exceed \$1,500-- to include comprehensive assessment, written report, any related school visits and/or interviews/observations, and IEP meeting attendance. See IEE guidelines, Appendix A & B for services pursuant to this AGREEMENT.

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

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

INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

INDEPENDENT CONTRACTOR**FOUNTAIN VALLEY SCHOOL DISTRICT**_____
Signature_____
SignatureCornerstone TherapiesDr. Mark Johnson
Superintendent_____
Printed Name18700 Beach Blvd., Suite 12010055 Slater Avenue
Fountain Valley, CA 92708_____
AddressHuntington Beach, CA 92648_____
City, State, Zip33-0921156_____
Federal ID for business/Social Security No. for individuals_____
Date_____
Date

65. 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 1st day of July 2019 and terminates at 5:00 P.M. on June 30, 2020, 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: 2019-2020 RATES

CONTRACTOR Professional Tutors of America CONTRACTOR NUMBER W20137 2019-2020
(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

2019/2020

HBUHSD Contract # W20138

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 September 6, 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 January 31, 2020, 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 201 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	ROBERT GORDON, CEO		
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	09/06/19	Ends	01/31/20
Home Phone		Business/Mobile Phone		Master Contract Approved by the Governing Board on:			09/05/19

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									

2019/2020

HBUHSD Contract # W20138

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. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Academic Tutoring - <i>COMP Hours to be completed by 01/31/20</i>			X		\$75.00/hr	NTE 20 hrs	20		\$ 1,500.00
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						A + B TOTAL COST			\$ 1,500.00

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 1,500.00TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 1,500.00

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON 09/05/19

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)

2019/2020

HBUHSD Contract # W20139

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 September 6, 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 December 31, 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 201 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		ROBERT GORDON, CEO
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	09/06/19	Ends 12/31/19
Home Phone		Business/ Mobile Phone	Master Contract Approved by the Governing Board on:		09/05/19

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									

2019/2020

HBUHSD Contract # W20139

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. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide - Classroom Support									
9. Academic Tutoring - <i>COMP Hours to be completed by 12/31/19</i>			X		\$75.00/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 09/05/19

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)