



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom

October 7, 2021

Meeting Link: https://us02web.zoom.us/webinar/register/WN_xtgSu_w8TPSsJl_yQxnoTg

- CALL TO ORDER: 6:30PM
- ROLL CALL
- APPROVAL OF AGENDA

M _____
 2nd _____
 V _____

- PLEDGE OF ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

1. MEASURE O PROJECT UPDATE

Assistant Superintendent, Business Services Christine Fullerton and Director, Maintenance and Facilities Joe Hastie will provide an update to the Board regarding Measure O HVAC and Modernization Projects at Gisler, Talbert, Oka and Newland Schools. In addition, Mr. Hastie and Mrs. Fullerton will update the Board on the additional science and music rooms at Talbert Middle School.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC HEARINGS

2. CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

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

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.

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. 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 in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

In order to address the Board of Trustees, please comply with the procedures listed on the goldenrod form, *For Persons Wishing to Address the Board of Trustees* and give the form to the Executive Assistant.

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

LEGISLATIVE SESSION

- 3. **RESOLUTION 2022-10: AUTHORIZATION FOR TEACHING CREDENTIALS 2021-22 SCHOOL YEAR**

M _____
 2nd _____
 V _____

The Governing Board of a school district by Resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class below grade 9 provided that the teacher has completed at least 12 semester units or 6 upper division units of coursework at an accredited institution in each subject to be taught. In addition, the Governing Board of a school district may authorize the holder of a single subject teaching credential or a standard teaching credential to be assigned to teach classes in grades 5 to 8 of a middle school if the teacher has a minimum of 12 semester units or 6 upper division or graduate units of coursework at an accredited institution in the subject to which he/she is assigned.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2022-10 approving the teaching assignments listed.

- 4. **RESOLUTION 2022-11: AMENDMENT OF GUARANTEED MAXIMUM PRICE FOR THE LEASE-LEASEBACK AGREEMENT WITH WEST COAST AIR CONDITIONING, INC. FOR THE MEASURE O MODERNIZATION AND HVAC PROJECT AT OKA ELEMENTARY SCHOOL**

M _____
 2nd _____
 V _____

On April 19, 2018, West Coast Air Conditioning, Inc. was awarded the preconstruction and lease-leaseback agreement for the remaining phases of the Measure O Modernization and HVAC Project. The Board of Trustees adopted Resolution 2021-15, the Guaranteed Maximum Price of \$7,618,744, for the Oka Measure O Modernization and HVAC Project. After the start of the Project in June of 2020, the Contractor encountered conditions, specifically additional trenching through the bowl area due to added infrastructure work and cracked and sloping concrete in the back of Building B.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2022-11, amending the Guaranteed Maximum Price (GMP), for the Measure O Modernization and HVAC Project at Oka Elementary School to \$8,136,559.

5. RESOLUTION 2022-12: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

M ___
2nd ___
V ___

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 7, 2021, each pupil in the District in kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas: mathematics, science, history-social science and English/language arts, including the English language development component of an adopted program, and visual and performing arts.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2022-12, certifying that each pupil in the Fountain Valley School District has be provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts, including the English language development component of an adopted program, and visual and performing arts.

6. RESOLUTION 2022-13 RECOGNITION OF OCTOBER 2021 AS DYSLEXIA AWARENESS MONTH

M ___
2nd ___
V ___

The International Dyslexia Association has designated October as Dyslexia Awareness Month to encourage staff members, families and the community to collaborate to raise awareness and understanding in so much as to identify, treat and prevent problems associated with dyslexia in order to ensure success for every student with dyslexia.

Superintendent’s Recommendation: It is recommended that the Board of Trustees adopts Resolution 2022-13 recognizing October 2021 as Dyslexia Awareness Month in the Fountain Valley School District.

7. 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

- 7-A. Board Meeting Minutes from September 2nd regular meeting
- 7-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C. Warrants
- 7-D. Purchase Order Listing

Consent Items

- 7-E. **WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT (QUARTER #1: JULY 1 – SEPTEMBER 30, 2021)**

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2021-22 year and approves its submittal to the Orange County Department of Education.

- 7-F. **APPROVE CHANGE ORDER #1 FOR THE OKA ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**

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

- 7-G. **APPROVE CHANGE ORDER #4 FOR THE TALBERT MIDDLE SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**

Superintendent's Comments: It is recommended that the Board of Trustees approve Change Order #4 for the Talbert Middle School Measure O HVAC and Modernization Project.

- 7-H. **INDEPENDENT CONTRACT FOR EXPRESSIONS SPEECH LANGUAGE PATHOLOGY SERVICES, INC.**

Superintendent's Comments: It is recommended that the Board of Trustees ratifies the contract between Expressions Speech Language Pathology Services, Inc. and the Fountain Valley School District for the 2021-2022 school year.

- 7-I. **INDEPENDENT CONTRACT FOR PROFESSIONAL TUTORS OF AMERICA, INC.**

Superintendent's Comments: It is recommended that the Board of Trustees approve the contract between Fountain Valley School District and Professional Tutors of America Inc. for the 2021-2022 and 2022-2023 school years.

- 7-J. **SPECIAL EDUCATION SETTLEMENT AGREEMENT 2021-2022 E**

Superintendent's Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 E.

7-K. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2021-2022 F

Superintendent’s Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 F.

7-L. ASSISTANCE LEAGUE OF HUNTINGTON BEACH (ALHB) LINKS TO LEARNING

Superintendent’s Comments: It is recommended that the Board of Trustees approves the agreement between Fountain Valley School District and the Assistance League of Huntington Beach for the Links to Learning program for the 2021/22 school year.

7-M. INDEPENDENT CONTRACT FOR DR. ELIZABETH GENDY- SHAKER

Superintendent’s Comments: It is recommended that the Board of Trustees approves this contract with Dr. Elizabeth Gendy-Shaker for the 2021-2022, 2022-2023, and 2023-2024 school years.

7-N. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2021-2022 G

Superintendent’s Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 G.

7-O. NON-PUBLIC AGENCY CONTRACTS

Superintendent’s comments: under current consortium budget agreements, any unfunded cost of non-public school or non-public agency placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contracts/addendums be approved and that the west orange county consortium for special education be authorized to receive invoices and process payment.

| Non-public School/Agency | 100% Contract Cost | Effective Dates |
|--|--------------------|-----------------|
| Secure Transportation Co., Inc. | \$40,710.00 | 9/7/21-6/30/22 |
| Olive Crest Academy & Olive Crest Acad. N. | \$52,333.55 | 8/27/21-6/30/22 |
| Olive Crest Academy & Olive Crest Acad. N. | \$49,280.62 | 9/9/21-6/30/22 |
| Olive Crest Academy & Olive Crest Acad. N. | \$48,259.26 | 9/15/21-6/30/22 |

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**

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.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*
- REPORT OUT OF CLOSED SESSION
The Board President will report out on action taken, if any.
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, November 18, 2021 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 luccheser@fvsd.us or calling 714.843.3255 during normal business hours.

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 luccheser@fvsd.us or calling 714.843.3255.

Board meeting of October 7, 2021



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **MEASURE O PROJECT UPDATE**
DATE: October 4, 2021

Background:

Assistant Superintendent, Business Services Christine Fullerton and Director, Maintenance and Facilities Joe Hastie will provide an update to the Board regarding Measure O HVAC and Modernization Projects at Gisler, Talbert, Oka and Newland Schools. In addition, Mr. Hastie and Mrs. Fullerton will update the Board on the additional science and music rooms at Talbert Middle School.

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

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, October 7, 2021 at 6:30 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District.

Public input is welcome.

FOUNTAIN VALLEY SCHOOL DISTRICT



FOUNTAIN VALLEY SCHOOL DISTRICT

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **RESOLUTION 2022-10: AUTHORIZATION FOR TEACHING CREDENTIALS 2021-2022 SCHOOL YEAR**
DATE: October 1, 2021

Background:

The Governing Board of a school district by Resolution may authorize the holder of a multiple subject teaching credential, or a standard elementary credential Educ Code 44256(b), to teach any subject in departmentalized classes to a given class below grade 9 provided that the teacher has completed at least 12 semester units or 6 upper division units of coursework at an accredited institution in each subject to be taught.

The Governing Board of a school district may authorize the holder of a single subject teaching credential or a standard teaching credential Educ. Code 44258.2 to be assigned to teach classes in grades 5 to 8 of a middle school if the teacher has a minimum of 12 semester units or 6 upper division or graduate units of coursework at an accredited institution in the subject to which he/she is assigned.

The Governing Board of a school district may authorize the holder teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, Educ Code 44258.7 (c) & (d) inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an “elective course” is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2022-10 to approve the teaching assignments listed.

**FOUNTAIN VALLEY SCHOOL DISTRICT
RESOLUTION NO 2022-10
2021-2022 School Year**

Education Codes 44256(b), 44258.2, 44258.7 (c) &(d)

AUTHORIZATION FOR TEACHING CREDENTIALS

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

| | |
|------------------|--|
| Fouse, Erin | History/Social Science |
| Gharios, Malia | Math |
| Hall, Scott | History/Social Science |
| James, Brooke | History/Social Science |
| Robinson, Ashley | English/Reading |
| Trestik, Staci | English; History/Social Science |
| Woo, Linda | Math |
| Yang, Connie | General Science; Life Science; Earth Science |

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

| | |
|--------------------|------------------------|
| Fockler, Beth | History/Social Science |
| Trimm, Amy | English |
| Zambanini, Rebecca | History/Social Science |

WHEREAS, Education Code 44258.7 (c) & (d) states that a teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an “elective course” is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

| | |
|-------------------|-----------------------------|
| Abedzadeh, Kellie | Exploratory/Keyboarding |
| Del Rosario, Eve | Exploratory/Public Speaking |
| Franks, Robin | Exploratory/Peer Assistance |

| | |
|------------------|----------------------------------|
| Hall, Scott | Exploratory/Woodshop |
| Ho, Cathy | Exploratory/Robotics |
| Howard, Loren | Exploratory/Woodburning |
| Jara, Amy | Exploratory/Keyboarding |
| LaMantia, Jeremy | Exploratory/Guitar |
| Lokken Megan | Exploratory/Robotics |
| Marbut, Jeff | Exploratory/Coding |
| Merlos, Zobeida | Exploratory/Design/Model |
| Nguyen, Kim | Exploratory/Peer Assistance |
| Parra, Eve | Exploratory/Public Speaking |
| Renaud, Jennifer | Exploratory/Study Skills |
| Smith, Mary | Exploratory/Mindfulness |
| Sullivan, Martin | Exploratory/Computer/Keyboarding |
| Walters, Kelly | Exploratory/Woodshop |

NOW, THEREFORE, BE IT RESOLVED AS FORROWS:

That the Governing Board of the Fountain Valley School District Hereby approves the following teaching assignments per Education Code 44256 (b), Education Code 44258.2, and Education Code 44258.7 (c) & (d) for the 2021-2022 school year.

PASSED AND ADOPTED by the Governing Board on October 07, 2021 by the following vote:

Ayes: _____
 Nays: _____
 Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

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

WITNESSED my hand this 7th day of October, 2021.

Clerk of the Governing Board



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **RESOLUTION 2022-11, AMENDMENT OF GUARANTEED
MAXIMUM PRICE FOR THE LEASE-LEASEBACK
AGREEMENT WITH WEST COAST AIR CONDITIONING, INC.
FOR THE MEASURE O MODERNIZATION AND HVAC
PROJECT AT OKA ELEMENTARY SCHOOL**
DATE: October 4, 2021

Background:

On April 19, 2018, West Coast Air Conditioning, Inc. was awarded the preconstruction and lease-leaseback agreement for the remaining phases of the Measure O Modernization and HVAC Project. The Board of Trustees approved Resolution 2021-15, the Guaranteed Maximum Price of \$7,618,744, for the Oka Measure O Modernization and HVAC Project. After the start of the Project in June of 2020, the Contractor encountered conditions, specifically additional trenching through the bowl area due to added infrastructure work and cracked and sloping concrete in the back of Building B. Costs associated with this additional concrete are determined to be \$517,815.

Fiscal Impact:

The increase to the Guaranteed Maximum Price of \$517,815, to \$8,136,559, will be paid with Fund 40 dollars.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2022-11, amending the Guaranteed Maximum Price (GMP), for the Measure O Modernization and HVAC Project at Oka Elementary School to \$8,136,559.

**RESOLUTION 2022-11
AMENDMENT NO. 1**

(Master Lease-Leaseback Agreement for the Measure O Modernization
and HVAC Project at Oka Elementary School)

This Amendment No. 1 (“Amendment”) to the Master Lease-Leaseback Agreement (which is comprised of the Master Site Lease, Master Sublease, and Master Construction Services Agreement, collectively referred to as the “Master Lease-Leaseback Agreement”) between Fountain Valley School District (“District”) and West Coast Air Conditioning, Co., Inc. (“Contractor”) is hereby amended as follows:

WHEREAS, District and Contractor entered into the Master Lease-Leaseback Agreement for the District’s Measure O Projects on or about November 9, 2018;

WHEREAS, on or about March 11, 2021, under the Master Lease-Leaseback Agreement, District awarded the Measure O Modernization and HVAC Project at Oka Elementary School (“Project”) to Contractor, for a Guaranteed Maximum Price of \$7,618,744;

WHEREAS, during construction of the Project, Contractor encountered unforeseen conditions, necessitating additional scope of work: (a) more extensive trenching through the concrete bowl due to unanticipated issues involving underground electric and sewer connections, and (b) remediation due to unusual sloping where new and existing concrete came together in the kindergarten area; and

WHEREAS, the District and Contractor agree to increase the Project Guaranteed Maximum Price to address these unforeseen conditions.

NOW THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. The Guaranteed Maximum Price, Section 3.7 of Exhibit K, is increased by \$517,815 from \$7,618,744 to \$8,136,559.
2. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
3. In the event of any inconsistency between the terms of this Amendment and the Master Lease-Leaseback Agreement, the terms of this Amendment shall control.
4. 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 Master Lease-Leaseback Agreement.
5. In the event of any inconsistency between the terms of this Amendment and the Master Lease-Leaseback Agreement, the terms of this Amendment shall control.

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

| | |
|---|---|
| CONTRACTOR | DISTRICT: |
| WEST COAST AIR CONDITIONING, CO., INC. | FOUNTAIN VALLEY SCHOOL DISTRICT |
| By: _____ James M. Clower President | By: _____ Christine Fullerton Assist. Superintendent, Business Services |
| DATE: _____ | DATE: _____ |



Fountain Valley School District
Educational Services

M E M O R A N D U M

TO: Board of Trustees
FROM: Katherine Stopp, Assistant Superintendent, Educational Services
SUBJECT: **RESOLUTION 2022-12: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS**
DATE: October 4, 2021

Background:

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 7, 2021, each pupil in the District in Kindergarten through grade 8 has been provided with a standards-aligned textbook or basic instructional materials in each of the following areas:

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

The required public hearing concerning adequate textbooks and Board Resolution are agendaized for the Board meeting of October 7, 2021. Certification shall also be approved by the Board of Trustees at this meeting.

Fiscal Impact:

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

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2022-12, certifying that each pupil in the Fountain Valley School District has been provided with a standards-aligned textbook or basic instructional materials in the curricular areas of mathematics, science, history-social science, English/language arts, including the English language development component of an adopted program, and visual and performing arts.

RESOLUTION OF THE FOUNTAIN VALLEY SCHOOL DISTRICT GOVERNING
BOARD DETERMINING STEPS TO ENSURE AVAILABILITY OF TEXTBOOKS
AND INSTRUCTIONAL MATERIALS FOR 2021-22

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

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

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

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

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

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

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

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

WHEREAS, a public hearing was held on October 7, 2021, at 6:30pm, which is on or before the eighth week of school and;

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

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

- (iii) History-social science,
- (iv) English/language arts, including the English language development component of an adopted program,
- (v) Visual and performing arts. (Not listed in 60605 or 33126)

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

BE IT FURTHER RESOLVED, that for the 2021-22 school year, the Fountain Valley School District, has provided each pupil with sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Education Code Section 60605 and Education Code Section 33126 in each subject listed above, consistent with the content and consistent with the cycles and content of the curriculum framework adopted by the State Board for those subjects.

BE IT FURTHER RESOLVED, that for the 2021-22 school year, the School District has provided sufficient textbooks or instructional materials, or both, that are consistent with the content and cycles of the curriculum frameworks adopted by the state board, to each pupil enrolled in a world language or health course, and that sufficient laboratory science equipment applicable to science laboratory courses offered in grades 9 to 12, inclusive, is available to pupils.

AYES: Members:

NOES: Members:

ABSENT: Members:

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

I hereby certify that the foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at a regular meeting of the said board held at Fountain Valley, California on the 7th day of October, 2021.

ATTEST:

Sandra Crandall, President

Mark Johnson, Ed.D., Secretary

Board meeting of October 7, 2021



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **RESOLUTION 2022-13 RECOGNITION OF OCTOBER 2021 AS
DYSLEXIA AWARENESS MONTH**
DATE: October 4, 2021

Background:

The International Dyslexia Association has designated October as Dyslexia Awareness Month to encourage staff members, families and the community to collaborate to raise awareness and understanding in so much as to identify, treat and prevent problems associated with dyslexia in order to ensure success for every student with dyslexia.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2022-13 recognizing October as Dyslexia Awareness Month in the Fountain Valley School District.



Fountain Valley School District

RESOLUTION NUMBER 2022-13

Resolution of the Board of Trustees of the Fountain Valley School District
in Support of October as National Dyslexia Awareness Month

WHEREAS, Fountain Valley School District recognizes that our children are our most valuable resource and we must provide opportunities for all students to learn and grow;

WHEREAS, the United States Department of Health defines dyslexia as an inheritable and highly prevalent language-based disability affecting 1 in 5 individuals;

WHEREAS, dyslexis—meaning “difficulty with words”—is one of the several distinct learning disabilities and is characterized by challenges in processing language when decoding oral and written words;

WHEREAS, dyslexia deeply affects a student’s ability to read, write, spell and comprehend and may also affect a student’s overall well-being;

WHEREAS, with proper identification, appropriate instruction, accommodation, access to assistive technologies, support from families, teachers and friends, individuals with dyslexia can excel in school and employment;

WHEREAS, our District works to inform and empower families and educators with the most current research-based practices to promote literacy development and to prepare students for a hopeful and productive future;

WHEREAS, our District recognizes the many gifts and strengths associated with dyslexia, including entrepreneurship, creative thinking, and excellence in the arts and sports;

WHEREAS, in an effort to assist parents, educators and individuals, the International Dyslexia Association has designated October as Dyslexia Awareness Month;

THEREFORE, BE IT RESOLVED, that the Fountain Valley School District does hereby proclaim October 2018, Dyslexia Awareness Month in the District, and encourages staff members, families, and the community to collaborate to raise awareness and understanding in so much as to identify, treat, and prevent problems associated with dyslexia.

The foregoing Resolution was duly and regularly adopted by the Fountain Valley School District Board of Trustees at its meeting held on October 7, 2021 and received the following vote:

PASSED AND ADOPTED By the Governing Board on October 7, 2021 by the following vote:

Ayes: _____

Nays: _____

Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

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

WITNESSED my hand this 7th day of October, 2021.

_____ Clerk of the Governing Board

cf: Board Bylaw 9250

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708
and Videoconference via Zoom
Meeting Link: https://us02web.zoom.us/webinar/register/WN_IW7YKiawTNCIEXb-Y7Jleg

September 2, 2021

MINUTES

President Crandall called the regular meeting of the Board of Trustees to order at 6:30pm. CALL TO ORDER

The following board members were present: ROLL CALL

| | |
|-----------------|-------------------|
| Sandra Crandall | President |
| Lisa Schultz | President Pro Tem |
| Jim Cunneen | Clerk |
| Jeanne Galindo | Member |
| Steve Schultz | Member |

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

Second: Mr. Cunneen

Vote: 5-0

The Pledge of Allegiance was led by Mrs. Schultz PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

| | |
|---|---|
| City of Fountain Valley Mayor Michael Vo invited the Fountain Valley School District to join the City's efforts to promote kindness. Recently proclaimed a City of Kindness, Fountain Valley is celebrating acts of kindness throughout the community. Mayor Vo encouraged our District to teach kindness, do kindness and spread kindness. | INVITATION TO PARTICIPATE IN THE CITY OF FOUNTAIN VALLEY'S ACTS OF KINDNESS |
|---|---|

STAFF REPORTS AND PRESENTATIONS

| | |
|--|---|
| Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra reviewed for the Board of Trustees the unaudited actuals for the Fountain Valley School | UNAUDITED ACTUALS FOR FISCAL YEAR 2020-21 |
|--|---|

District for the fiscal year 2020-21. Mrs. Fullerton began by reviewing our District's Mission Statement. She then shared an overview of the State economy, noting the V-shaped recovery. Mr. Guerra shared an overview of 2021-22 unaudited actuals, highlighting our General Fund revenues and revenue sources. In addition, he shared General Fund expenditures and sources, noting the impacts of COVID funds. He provided a summary of the District's General Fund and changes from estimated actuals to unaudited actuals. Moreover, he shared an overview of other District funds. Mr. Guerra reviewed updates to the 2021-22 Budget, noting the difference in just a year to items such as COLA, deferrals, independent study, LCFF carryover and reporting requirements. He compared the Governor's proposals and legislature proposals to the enacted budget. Mr. Guerra also shared the District's budget adjustments. In closing, Mrs. Fullerton focused on looking ahead, noting the impact of enrollment decline, whether a COVID blip or the new normal; what a normal school year looks like; economic uncertainty including inflation, supply chain uncertainty, worker shortages and interest rate increases and their impact on State revenues; and COVID, including the Delta and other variants. She shared next steps for the Board including approval of unaudited actuals submitted to OCDE by September 15, review by external auditors and the preparation of the audit report, and a revisit of the 2020-21 budget and any necessary adjustments in the first interim report by December 15.

(ORAL AND
WRITTEN)

Assistant Superintendent, Educational Services, Dr. Katherine Stopp, and Director Educational Services, Dr. Jerry Gargus, provided the Board of Trustees with an update on student achievement from the 2020-21 school year. The information shared provided insight into the performance of students in English Language Arts and Mathematics in 3rd-8th grade, as well as reading achievement in Kindergarten through 8th grade. Dr. Stopp began by giving a general overview of the year, our focus on the FVSD Family and reconnecting, reengaging and reimagining. Following this, Dr. Gargus shared our historical CAASPP results, noting our growth since 2014-15. Moreover, Dr. Gargus shared a summary of the 2020-21 assessments noting the administration of IXL diagnostics resulting in 74% of students meeting or exceeding standards in math. He shared further breakdown of our students and their achievement in math based on subgroups and special populations. Dr. Gargus shared a similar review for English Language Arts, noting that 70% of students met or exceeded standards. He shared again additional details regarding subgroups and special populations and their achievement in English

2020-2021 STUDENT
ACHIEVEMENT
UPDATE

Language Arts. Moreover, Dr. Gargus shared a comparison of results for our elementary students, grades 3-5 for the District as a whole and compared to each of our elementary sites and FVSDConnected students. Similarly, he shared a comparison of districtwide grade 6-8 students, compared to each of our middle schools and FVSDConnected students. Following this, Dr. Gargus shared notable trends from our IXL diagnostic results including that our students performed well in spite of unique circumstances. In addition, Dr. Stopp shared the plans for use of elementary site funds in the coming year to best align them with our Board priorities, including \$20,000 per elementary site for reading support and \$5,000 for library resources. She reviewed site-based academic supports including push in support teachers for grades 3-5 and Kindergarten instructional aides. In addition, she shared our elementary instructional support Teachers on Special Assignments and our elementary site leads. Moreover, Dr. Stopp shared plans for middle school sites including music, science and PE equipment. Similarly, she shared site level academic supports including doubling the number of middle school intervention periods and 6-8 push in support teachers. Dr. Stopp then shared our middle school instruction supports and our middle school site leads.

BOARD REPORTS AND COMMUNICATIONS

Mr. Cunneen's activities since the last meeting included: August 9, 16, 23 meetings as well as last Monday's meeting of the City of Fountain Valley GPAC Ad Hoc committee and the September 1st District virtual Kick Off. In closing, he thanked Mayor Vo for the launch of the Kindness Campaign. Mr. Cunneen wished staff and students a heartfelt welcome back, noting that we will all do this together.

Mrs. Galindo's activities since the last meeting included: the September 1st District virtual Kick Off, noting that for it to include every member of our staff, while virtual, was wonderful. In addition, she noted continued participation in an online leadership program.

Mr. Schultz thanked several of our staff, including librarian Kelly Lopez and Mrs. Armendiaz, for their support of his efforts to get books for FVHS students, noting more than 400 books distributed to students. He, too, continues to participate in an online leadership course that he is enjoying. He noted as well that of the students in his three freshmen classes at FVHS, 3 of 120 identify

themselves as readers, 1 as a writer and none as leaders. He noted the importance of every one of our students identifying themselves as readers, writers and leaders. Giving the presentation this evening by Mayor Vo, he noted the importance of kindness, but also self-kindness and the effects of COVID on mental health. He emphasized the need to lift one another up, to serve and make each other better, all as leaders.

Mrs. Schultz congratulated staff for a great kick off, noting that the event was very inspiring and great to see the plans for the coming year. She thanked Dr. Johnson and our staff for their efforts for this. She noted as well the opportunity to tour our sites tomorrow with Dr. Johnson to see the progress of construction, including those campuses completed and those underway.

Mrs. Crandall thanked each and every employee as they work so hard to get ready for the first day of school. Her activities since the last meeting included: Capitol Advisors webinar on social emotional learning, new teacher orientation for 32 new certificated employees, address of our employees at the September 1st District virtual Kick Off, Summer Harvest food distribution, and watching the dropping of science rooms at Talbert Middle School. She thanked her fellow trustees for their service this month.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Cunneen moved to adopt Board Policy 6158 Independent Study.

Second: Mrs. Galindo

Vote: 5-0

UPDATES TO
BOARD POLICY
6158
INDEPENDENT
STUDY

Motion: Mrs. Schultz moved to approve the Updated 2021-22 COVID-19 Safety Plan for the Fountain Valley School District.

Second: Mr. Schultz

Vote: 5-0

APPROVAL OF
UPDATED 2021-22
COVID-19 SAFETY
PLAN FOR THE
FOUNTAIN
VALLEY SCHOOL
DISTRICT

Motion: Mrs Galindo moved to approve the Consent Calendar. CONSENT CALENDAR

Second: Mr. Schultz

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from August 5th regular meeting
- Board Meeting Minutes from August 18th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Transfers and Adjustments
- Record of Eighth Grade Promotion, June 2021
- Resolution 2022-09: Gann Amendment Appropriations Limitation
- 2020-21 Capital Facilities Fund / Developer Fees
- Educational Services Approved Independent Contractor List
- Strong Workforce Program K-12 Pathway Improvement Grant to Support the Expansion of College and Career Readiness Programs
- Approve the Use of San Diego Unified School District Piggyback Bid No Gd19-0545-03 Classroom Science, Technology, Engineering, Art and Math (Steam) Supplies for The Purchase of Science Room Furniture
- Approve the Operational Area Agreement for The Purpose of Emergency Management Coordination with Other Agencies in Orange County
- Memorandum of Understanding Between CDPH K-12 School Laboratories and Fountain Valley School District
- Non-Public Agency Contracts
- Non-public Agency Contracts

| Non-public School/Agency | 100% Contract Cost | Effective Dates |
|---------------------------------|--------------------|-----------------|
| Speech and Language Dev. Center | N/A | 7/1/21-6/30/22 |
| Speech and Language Dev. Center | \$899.68 | 7/1/21-6/30/22 |

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Thanked everyone for their role in putting together our District virtual Kick Off yesterday. He noted that our staff was a part of something special over the last 18 months. We care and love all of them. In addition, he commended our principals, as following the Kick Off, they had launch events at their sites that brought so much fun to the day. In addition, he

congratulated Parham Sadegh and Christian Yepiz, both reclassified this evening, noting their hard work. Moreover, he thanked Mrs. Arjian and Mrs. Abdel for their efforts on the New Teacher Orientation. And as this is Mrs. Arjian's last meeting with her retirement this month, he highlighted the care of our Board for her. He celebrated the great professional development our staff has participated in already this year. In closing, he thanked our community for their support of Measure O, highlighting the great work that has been done including new asphalt, ViewSonics in our classrooms, in addition to the completion of three phases of projects with phase four well underway. He highlighted the legacy of Mr. Joe Hastie as almost every classroom in our District has air conditioning, noting the huge role he has played in making this happen for our students and staff.

CLOSED SESSION

Mrs. Crandall announced that the Board would retire into Closed Session. Action was not anticipated. The following was addressed: CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Threat to Public Safety or Facilities: *Government Code 54956.5*
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services:
Government Code 54956.5

ADJOURNMENT

Motion: Mrs. Schultz moved to adjourn the meeting at 8:24PM.

Second: Mr. Cunneen

Vote: 5-0

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
October 7, 2021

1.0 EMPLOYMENT FUNCTIONS:

1.1 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> |
|-------|-----------------|-----------------------|-----------------|-------------------------|---------------------|
| 1.1.1 | Dinh, Julie | Kindergarten | Gisler | Maternity/Child Bonding | 10/18/2021 |
| 1.1.2 | Hebel, Krista | 1 st Grade | Gisler | Child Bonding | 09/07/2021 |
| 1.1.3 | Soleau, Tracy | Kindergarten | Courreges | FMLA | 2021-22 School Year |

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2021-2022 SCHOOL YEAR.

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>LOCATION</u> | <u>FTE</u> |
|-------|-------------------|-----------------------|----------------------|------------|
| 1.2.1 | Bandy, April | Counselor | Masuda Middle School | 1.0 |
| 1.2.2 | Kasowski, Colette | 5 th Grade | Courreges | .50 |
| 1.2.3 | Nguyen, Bobby | Math | Fulton Middle School | 1.0 |
| 1.2.4 | Questel, Summer | 3 rd Grade | Plavan School | .50 |

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF ADDITIONAL DUTY ASSIGNMENTS FOR INDUCTION SUPPORT PROVIDERS FOR YEAR ONE AND YEAR TWO 2021-2022 SCHOOL YEAR.

| | <u>EMPLOYEE</u> | <u>ASSIGNMENT</u> | <u>AMOUNT</u> | <u>BUDGET</u> |
|--------|----------------------|--|-------------------------|------------------|
| 1.3.1 | Brignardello, Alyssa | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.2 | Covacevich, Rob | Support Provider for 2 | 3,600(less benefits) | 01-601-9275-1115 |
| 1.3.3 | Lewis, Kathy | Lead Support Provider (for 14 Candidates) | \$2,800 (less benefits) | 01-601-9275-1115 |
| 1.3.4 | Hunter, Nicole | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.5 | Hubbard, Randi | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.6 | Hughes, Sarah | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.7 | Kim, Abir | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.8 | Marczinko, Jenna | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.9 | Manthorne, Kristi | Support Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.10 | Voss, Lauren | Support Provider for 2 | \$3,600(less benefits) | 01-601-9275-1115 |
| 1.3.11 | Woo, Linda | Supprt Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.12 | Yilmaz, Sibel | Supprt Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |
| 1.3.13 | Yang, Connie | Supprt Provider for 1 | \$1,800 (less benefits) | 01-601-9275-1115 |

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE CERTIFICATED EMPLOYEE, ERIN PITSKER, SCHOOL COUNSELOR EFFECTIVE 06/25/2021.

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SPORTS TOURNAMENT CALENDAR FOR 2021-2022 SCHOOL YEAR (see attachments).

1.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF \$3,000 STIPEND FOR MELANNI EVANS AS LEAD SCHOOL NURSE FOR 2021-2022 SCHOOL YEAR.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
October 7, 2021**

2.0 EMPLOYMENT FUNCTIONS

2.1 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> |
|-------|--------------------|---------------------|----------------------------|----------------|------------------|
| 2.1.1 | Mendez, Susana | Transportation | Special Education Bus Aide | Sick Leave | 09/08. /2021 |
| 2.1.2 | Phan, Xuan | IA & Noon Duty Aide | Courreges & Masuda | Sick Leave | 09/13/2021 |
| 2.1.3 | Ellison, Sandra | Non Duty Aide | Masuda | Personal | 09/08/2021 |
| 2.1.4 | Montemayor, Rachel | Office Assistant | Fulton | Parental Leave | 09/20/2021 |
| 2.1.5 | Sanchez, Carissa | Courreges/Gisler | Instructional Assistant | Parental Leave | 09/08/2021 |
| 2.1.6 | Alt, Kathleen | Courreges | Instructional Assistant | Sick Leave | 09/13/2021 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|-----------------|-----------------|-------------------|------------------|
| 2.2.1 | Wagoner, Sarah | Courreges | ESP Instructor | 06/23/2021 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|-------------------------|-----------------|---------------------------------------|------------------|
| 2.3.1 | Gapen-Barbosa, Lisa | Gisler | Preschool Assistant | 06/24/2021 |
| 2.3.2 | Layman Hughes, Michelle | Courreges | Noon Duty Aide | 06/24/2021 |
| 2.3.3 | Bui, Huong | Talbert | IA Moderate/Severe | 06/24/2021 |
| 2.3.4 | Al Sharif, Saba | Gisler | Preschool Assistant | 06/24/2021 |
| 2.3.5 | Parekh, Rakhee | Oka | Preschool Instructor | 09/01/2021 |
| 2.3.6 | Castro, Mayan | Gisler | Library Technician | 09/02/2021 |
| 2.3.7 | Hernandez, Ariana | Newland | Instructional Assistant Mild/Moderate | 09/17/2021 |
| 2.3.8 | Josephson, Sachi | Talbert | Noon Duty Aide | 09/23/2021 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|--------|--------------------|-----------------|-------------------------------------|------------------|
| 2.4.1 | Escalante, Alyssa, | Cox/Oka | Preschool Assistant & ESP Assistant | 09/08/2021 |
| 2.4.2 | Reyes, Jacqueline | Cox | ESP Instructor | 09/08/2021 |
| 2.4.3 | Alexanians, Monica | Cox | Behavior Intervention Assistant | 09/08/2021 |
| 2.4.4 | Martinez, Amy | Courreges | Behavior Intervention Assistant | 09/08/2021 |
| 2.4.5 | King, Lauren | Oka | Behavior Intervention Assistant | 09/08/2021 |
| 2.4.6 | Chavez, Mariana | Oka | ESP Instructor | 09/08/2021 |
| 2.4.7 | Garton, Lucinda | Gisler | ESP Instructor | 09/08/2021 |
| 2.4.8 | Nguyen, Augustine | Newland | Behavior Intervention Assistant | 09/08/2021 |
| 2.4.9 | Hernandez, Ariana | Newland | IA Mild/Moderate | 09/08/2021 |
| 2.4.10 | Nguyen, Yvonne | Courreges | IA Mild/Moderate | 09/08/2021 |
| 2.4.11 | Reyes, Jacqueline | Cox | ESP Instructor | 09/08/2021 |
| 2.4.12 | Matsumoto, Julie | Plavan | ESP Instructor | 09/08/2021 |
| 2.4.13 | Liger, Robyn | Masuda | Guidance Technician | 09/08/2021 |
| 2.4.14 | Wardlow, Kathleen | Newland | ESP Assistant | 09/08/2021 |
| 2.4.15 | Allen, Teresa | Courreges | Noon Duty Aide | 09/08/2021 |
| 2.4.16 | Perez, Elizabeth | Plavan | Preschool Assistant | 09/08/2021 |
| 2.4.17 | Urrutia, Angelica | Talbert | Guidance Technician | 09/13/2021 |
| 2.5.18 | Mandrup, Jeanie | Gisler | Health Assistant | 09/13/2021 |

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE PROMOTION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

| <u>EMPLOYEE</u> | <u>PREVIOUS CLASS</u> | <u>PROMOTION TO</u> | <u>EFFECTIVE</u> |
|-------------------|-------------------------|---------------------------------|------------------|
| Blanke, Anna | Preschool Assistant | Preschool Instructor | 09/08/2021 |
| Bonifey, Rena | Lead P/S Instructor | Child Care Supervisor | 09/08/2021 |
| Mauzey, Nicole | Instructional Assistant | Ia Mild/Moderate | 09/08/2021 |
| Alonso, Alejandra | ESP Instructor | Behavior Intervention Assistant | 09/08/2021 |

3.0 WORKSHOP ATTENNDANCE:

| | <u>NAME</u> | <u>ATTENDING</u> | <u>LOCATION</u> | <u>COST</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|--------------------|-------------------------------------|-------------------|--------------------|----------------|--------------|
| 3.1 | Johnson, Mark | National Blue Ribbon Recognition | Washington, DC | Actual & Necessary | 012719165-5210 | 11/3-11/6/21 |
| | Ballesteros, Julie | | | | | |
| | Diecidue, Lisa | | | | | |

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

October 7, 2021

EDUCATIONAL SERVICES

4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|--|--|---|----------------|---|
| 4.1 | AYALDE, Samantha (Masuda) | Student Council Advisor | \$2,000 stipend + benefits | 012724975-1115 | 2021/2022 school year |
| 4.2 | SHORE, Shannon (Masuda) | Cheer Coach | \$1,000 stipend + benefits | 010144989-1115 | 2021/2022 school year |
| 4.3 | BAUER, Patti (Masuda) | Student Council Bookkeeper | \$2,000 stipend + benefits | 012724975-2413 | 2021/2022 school year |
| 4.4 | BARTON, Cecilia MCNALLY, Colleen PETRILLA, Gary SOTOLONGO, Joel SMITH, Mary MARLEY, Kayla LEVITT, Molly HOWARD, Loren WALTERS, Kelly FRANKS, Robin (Talbert) | Sports Coach for one or more District tournaments | \$250 stipend + benefits per sport | 010143838-1115 | 2021/2022 school year |
| 4.5 | MCNALLY, Colleen (Talbert) | Student Council Advisor | \$2,000 stipend + benefits | 011273875-1115 | 2021/2022 school year |
| 4.6 | OLSON, Christine (Talbert) | Student Council Bookkeeper | \$2,000 stipend + benefits | 011273875-2413 | 2021/2022 school year |
| 4.7 | VANASSE, Cindy (Oka) | 504 Coordinator | \$1,000 stipend | 012299967-1115 | 2021/2022 school year |
| 4.8 | MCFERRAN, Allyson (Fulton) KING, Cheyenne (Talbert) BANDY, April (Masuda) (Support Services) | District counselor to provide TUPE services to students | \$1,000 stipend per school site Total of stipends is \$3,000 | 012539961-1255 | September 8, 2021 thru June 23, 2022 |
| 4.9 | GERSI, Bridgette (Courreges) KURTZ, Heather (Fulton) LINDSEY, Kaitlyn (Gisler) WADHWANI, Sara (Masuda) BLANCHARD, Kelly (Newland) HUBBARD, Randi (Oka) SUMMERHAYS, Jill (Plavan) JOHNSON, Jannette (Talbert) VANVOY, Allison/HOM, Becca (Tamura) | Art Coordinator at their school site | \$1,000 stipend per school site Total of stipends is \$9,000 | 014070075-1115 | 2021/2022 school year |

4.0 **APPROVAL OF ADDITIONAL DUTY REQUESTS, continued**

| | | | | | |
|------|-----------------------------|----------------------|---|----------------|-----------------------|
| 4.10 | BURTLE, Nicole (Newland) | Speech Supervisor | \$1,800 stipend Total of stipends is | 015641660-1115 | 2021/2022 school year |
| | MICLE, Jessica (Masuda) | | \$3,600 | 015644960-1115 | |

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 | MCFERRAN, Allyson KING, Cheyenne BANDY, April HAMMOND, Brian URRUTIA, Angelica LIGER, Robyn CHRISTMAS, Kate (Support Services) | Trauma-Informed School Teams w/R.Robertson | Virtual OCDE | Actual & Necessary | 011279961-5210 | 2021-2022 |
| 5.2 | O'CAIN, Karissa (Support Services) | Pyramid Education Consultants Level 1 Training | Virtual | Actual & Necessary | 015989860-5210 | November 4-5, 2021 |
| 5.3 | LIBERIO, Kathryn (Support Services) | Pyramid Education Consultants Level 1 Training | Virtual | Actual & Necessary | 015989860-5210 | October 18-19, 2021 |
| 5.4 | BURCH, Joanna COSTIGAN, Kimberly NGUYEN, Kim (Ed Services) | CMC South 62 nd Annual Math Conference | Palm Springs, CA | Actual & Necessary | 010055775-5210 | November 5-6, 2021 |

REASON FOR LATE SUBMITTAL: Information not made available at prior Board meetings.



TO: All Schools
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Sport Tournament Dates**
DATE: September 28, 2021

Please note the tournament dates for the **2021-2022** School Year. Those attending require many substitutes and buses. As you plan school calendars, avoid scheduling activities, which require substitutes on these days.

| <u>DATE</u> | <u>ACTIVITY</u> | <u>LOCATION</u> |
|-----------------------|-----------------|-----------------------|
| Wednesday, 11/17/2021 | SOCCER | TALBERT MIDDLE SCHOOL |
| Wednesday, 01/19/2022 | VOLLEYBALL | FULTON MIDDLE SCHOOL |
| Wednesday, 04/06/2022 | BASKETBALL | MASUDA MIDDLE SCHOOL |
| Wednesday, 06/01/2022 | TRACK and FIELD | FULTON MIDDLE SCHOOL |

Board Approved: _____

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING OCT 07, 2021**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 92299 - 92640
Dates: 8/26/2021 - 9/27/2021

| | | |
|--------------|----------------------|------------------------|
| Fund 01 | General Fund | 1,981,993.61 |
| Fund 12 | Child Development | 11,284.96 |
| Fund 13 | Cafeteria | 10,901.14 |
| Fund 14 | Deferred Maintenance | - |
| Fund 21 | GOB 2016 Election | - |
| Fund 22 | GOB 2016 Election | 1,186,507.64 |
| Fund 25 | Capital Facilities | - |
| Fund 40 | Special Reserves | 1,440,536.00 |
| Fund 68 | Worker Comp | 79,040.15 |
| Fund 69 | Insurance | 70,853.63 |
| TOTAL | | \$ 4,781,117.13 |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/07/2021

FROM 08/24/2021 TO 09/28/2021

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| R20M4101 | SOUTH COAST AIR QUALITY | 582.74 | 582.74 | 012869390 5860 | Maintenance / Permits & Fees |
| R20M4103 | DTSC | 112.50 | 112.50 | 012869390 5540 | Maintenance / Waste Disposal |
| R20M4104 | TIME AND ALARM SYSTEMS INC. | 880.99 | 880.99 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4131 | HUNTINGTON BEACH GLASS & MIRRO | 1,002.95 | 1,002.95 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4132 | EBERHARD EQUIPMENT | 144.11 | 144.11 | 012899390 4343 | Gardening / Gardening Supplies |
| R20M4133 | CRANDALL'S PLUMBING INC. | 3,578.00 | 3,578.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4134 | ALAN'S LAWNMOWER & GARDEN CENT | 11,322.63 | 11,322.63 | 012899390 4450 | Gardening / RPLC Equip \$500-\$5000 Machiner |
| R20M4136 | RELIABLE DELIVERY SERVICE INC. | 510.00 | 510.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4137 | PW ATHLETIC MFG CO. PATTERSON- | 257.85 | 257.85 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| R20M4138 | GRUETT TREE COMPANY INC | 975.00 | 975.00 | 012899390 5645 | Gardening / Outside Srvs-Repairs & Mainten |
| R20M4139 | SI HEALTH GROUP LLC | 22,185.00 | 22,185.00 | 012120089 4340 | ESSER II Custodial / Custodial Supplies |
| R20M4140 | SIGN MART | 246.58 | 246.58 | 012869390 4345 | Maintenance / Maintenance Supplies |
| R20M4141 | TERRYS TESTING INC. | 6,740.00 | 6,740.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4142 | TURF STAR INC. | 1,000.00 | 1,000.00 | 012899390 4343 | Gardening / Gardening Supplies |
| R20M4143 | REFRIGERATION CONTROL COMPANY | 1,602.06 | 1,602.06 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4144 | REFRIGERATION CONTROL COMPANY | 1,830.05 | 1,830.05 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4145 | WESTERN ILLUMINATED PLASTICS | 1,551.60 | 1,551.60 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| R20R0268 | LEARNING A-Z | 3,583.32 | 3,583.32 | 012289963 5826 | MAA - Instructional / Licensing/Software,Maint/Supp |
| R20R0289 | TEACHERS COLLEGE COLUMBIA UNIV | 850.00 | 850.00 | 010055675 5210 | State Standards-READING / Travel, Conference, Workshop |
| R20R0306 | OFFICE DEPOT | 108.26 | 108.26 | 012719165 4325 | Superintendent / Office Supplies |
| R20R0307 | BARNES AND NOBLE | 312.98 | 312.98 | 010055675 4325 | State Standards-READING / Office Supplies |
| R20R0312 | PAUL H. BROOKES PUBLISHING CO. | 184.27 | 184.27 | 010019962 4322 | Medi-Cal Billing - S&L / Testing Supplies |
| R20R0315 | SIDEPATH INC | 31,005.00 | 20,570.00 | 011000000 9330 | Revenue Limit - State Revenues / PREPAID EXPENDITURES |
| | | | 10,435.00 | 012109078 5826 | Tech/Media Office Operation / Licensing/Software,Maint/Supp |
| R20R0318 | LITERACY RESOURCES LLC | 187.90 | 187.90 | 011404747 4310 | ES Reading Support-Courreges / Instructional Supplies |
| R20R0320 | READING WRITING PROJECT NETWOR | 850.00 | 850.00 | 010014040 4310 | Sch Site Instr - Plavan / Instructional Supplies |
| R20R0322 | PITSCO EDUCATION LLC | 299.06 | 299.06 | 015002975 4310 | Robotics-Fulton / Instructional Supplies |
| R20R0324 | STAPLES | 267.51 | 267.51 | 012724747 4325 | Sch Site Admin - Courreges / Office Supplies |
| R20R0325 | ROCHESTER 100 INC | 540.00 | 540.00 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| R20R0332 | SCHOOL SPECIALTY LLC | 114.17 | 114.17 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| R20R0333 | SCHOOL SPECIALTY LLC | 900.56 | 900.56 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| R20R0334 | LEVEL 27 MEDIA | 136.39 | 136.39 | 010144989 5215 | Donations - Masuda / Staff Development |
| R20R0335 | LEVEL 27 MEDIA | 50.84 | 50.84 | 012723232 4325 | Sch Site Admin - Cox / Office Supplies |
| R20R0336 | HEINEMANN | 370.84 | 370.84 | 011404747 4310 | ES Reading Support-Courreges / Instructional Supplies |
| R20R0337 | WESTERN PSYCHOLOGICAL | 5,364.32 | 3,514.26 | 010019962 4322 | Medi-Cal Billing - S&L / Testing Supplies |
| | | | 1,850.06 | 012299963 4322 | Medi-Cal Billing-Psychologists / Testing Supplies |
| R20R0339 | CDWG | 10,407.38 | 652.50 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| | | | 9,754.88 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| R20R0341 | SDI INNOVATIONS INC | 954.84 | 954.84 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| R20R0342 | LAKESHORE EQUIPMENT COMPANY | 659.27 | 659.27 | 010055775 4310 | State Standards-CGI / Instructional Supplies |
| R20R0343 | FOLLETT SCHOOL SOLUTIONS INC. | 588.75 | 588.75 | 012719275 4310 | Educational Services Admin / Instructional Supplies |
| R20R0344 | AMAZON.COM LLC | 32.61 | 32.61 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| R20R0346 | STAPLES | 175.50 | 175.50 | 010055775 4310 | State Standards-CGI / Instructional Supplies |
| R20R0347 | DISCOUNT SCHOOL SUPPLY | 1,998.81 | 1,360.34 | 010013131 4399 | Sch Site Instr - Gisler / Equipment Under \$500 |
| | | | 638.47 | 010013131 4410 | Sch Site Instr - Gisler / Fixed Assets \$500-\$5000 |
| R20R0348 | SCHOOL SPECIALTY LLC | 618.40 | 618.40 | 010013131 6410 | Sch Site Instr - Gisler / Equipment-Furniture/Computers |
| R20R0349 | MEDIC FIRST AID INTERNATIONAL | 21.75 | 21.75 | 012739962 5899 | Medi-Cal Billing-Nurses / Other Operating Expenses |
| R20R0350 | HEINEMANN | 107.67 | 107.67 | 010014747 4310 | Sch Site Instr - Courreges / Instructional Supplies |
| R20R0351 | EAI EDUCATION | 196.14 | 196.14 | 010055175 4310 | State Standards-MATH / Instructional Supplies |
| R20R0356 | HEINEMANN | 897.19 | 897.19 | 010018255 4310 | Title I - Instructional / Instructional Supplies |
| R20R0357 | PRINT & FINISHING SOLUTIONS | 1,122.00 | 1,122.00 | 010019380 5645 | School Equipment / Outside Srvs-Repairs & Mainten |
| R20R0358 | LOS ANGELES COUNTY OFFICE OF E | 500.00 | 500.00 | 012739962 5210 | Medi-Cal Billing-Nurses / Travel, Conference, Workshop |
| R20R0359 | SCHOLASTIC MAGAZINE | 635.91 | 635.91 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| R20R0360 | SOUTHWEST SCHOOL AND OFFICE SU | 313.71 | 313.71 | 012395116 4315 | 7395 Sch/Libr Librarian-Newlan / Media/Library Supplies |
| R20R0361 | HEINEMANN | 851.43 | 851.43 | 010113755 4310 | Title I - Oka / Instructional Supplies |
| R20R0364 | PLANK ROAD PUBLISHING | 132.45 | 132.45 | 014079275 5826 | OC Arts Ed-Visual & Perfor Art / Licensing/Software,Maint/Su |
| R20R0365 | APPLE COMPUTER ORDER DEPARTMEN | 162.04 | 162.04 | 010013737 4310 | Sch Site Instr - Oka / Instructional Supplies |
| R20R0366 | LAKESHORE EQUIPMENT COMPANY | 250.00 | 250.00 | 010113755 4310 | Title I - Oka / Instructional Supplies |
| R20R0367 | LAKESHORE EQUIPMENT COMPANY | 500.00 | 500.00 | 010113755 4310 | Title I - Oka / Instructional Supplies |
| R20R0368 | LAKESHORE EQUIPMENT COMPANY | 550.00 | 550.00 | 010113755 4310 | Title I - Oka / Instructional Supplies |
| R20R0369 | PITSCO EDUCATION LLC | 238.54 | 238.54 | 015002975 4310 | Robotics-Fulton / Instructional Supplies |
| R20R0373 | LYTLE SCREEN PRINTING INC. | 619.33 | 619.33 | 010142989 5899 | Donations - Fulton / Other Operating Expenses |
| R20R0374 | LYTLE SCREEN PRINTING INC. | 600.31 | 600.31 | 010011089 5899 | Donations - Tamura / Other Operating Expenses |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|--|
| R20R0375 | JOY PRODUCTS OF CALIFORNIA INC | 12,916.89 | 12,916.89 | 010019380 4309 | School Equipment / Outdoor Education Supplies |
| R20R0376 | THEMES & VARIATIONS INC | 174.95 | 174.95 | 014079275 5826 | OC Arts Ed-Visual & Perfor Art / Licensing/Software,Maint/Su |
| R20R0377 | PROJECT LEAD THE WAY INC | 950.00 | 950.00 | 012069255 5826 | SWP K12 Strong Workforce / Licensing/Software,Maint/Supp |
| R20R0378 | VIRCO MANUFACTURING | 34,026.82 | 34,026.82 | 010019380 4399 | School Equipment / Equipment Under \$500 |
| R20R0379 | RALPHS GROCERY COMPANY | 3,000.00 | 3,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| R20R0380 | SMART & FINAL | 3,000.00 | 3,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| R20R0384 | LAKESHORE EQUIPMENT COMPANY | 200.00 | 200.00 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| R20R0385 | SCHOOL SPECIALTY LLC | 61.16 | 61.16 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| R20R0386 | FOLLETT SCHOOL SOLUTIONS INC. | 45.24 | 45.24 | 011514975 4210 | FVSF Grants - Masuda Library / Library Books |
| R20R0387 | HEINEMANN | 172.26 | 172.26 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| R20R0388 | SCHOOL SPECIALTY LLC | 32.52 | 32.52 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| R20R0389 | HEINEMANN | 788.50 | 788.50 | 011403232 4310 | ES Reading Support-Cox / Instructional Supplies |
| R20R0391 | AMPLIFY EDUCATION INC | 12.50 | 12.50 | 012129078 4110 | Lottery Instructional Material / Basic Textbooks |
| R20R0392 | GUITAR CENTER INC. | 7,210.12 | 7,210.12 | 010064975 4310 | Course Access-Music Masuda / Instructional Supplies |
| R20R0396 | AMAZON.COM LLC | 228.96 | 228.96 | 012120061 4327 | ESSER II Health Serv / Health Supplies |
| R20R0398 | BARNES AND NOBLE | 97.71 | 97.71 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0399 | LISTEN INNOVATION INC | 4,200.00 | 4,200.00 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0400 | SOUTHWEST SCHOOL AND OFFICE SU | 100.00 | 100.00 | 015103860 4310 | Special Ed. - Talbert SDC / Instructional Supplies |
| R20R0401 | AMY NEHRIG | 275.00 | 275.00 | 010014040 4310 | Sch Site Instr - Plavan / Instructional Supplies |
| R20R0402 | LEVEL 27 MEDIA | 378.45 | 378.45 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| R20R0403 | HEINEMANN | 567.62 | 567.62 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| R20R0404 | TEACHER SYNERGY LLC | 73.92 | 73.92 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0405 | TEACHER SYNERGY LLC | 68.23 | 68.23 | 015103860 4310 | Special Ed. - Talbert SDC / Instructional Supplies |
| R20R0406 | HOME DEPOT | 1,000.00 | 1,000.00 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| R20R0407 | BEARCOM | 1,549.61 | 462.17 | 010011010 4310 | Sch Site Instr - Tamura / Instructional Supplies |
| | | | 1,087.44 | 010019390 4310 | Vandalism / Instructional Supplies |
| R20R0408 | BEARCOM | 3,280.83 | 3,280.83 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| R20R0410 | SOUTHWEST SCHOOL AND OFFICE SU | 37.10 | 37.10 | 012721616 4325 | Sch Site Admin - Newland / Office Supplies |
| R20R0411 | SOUTHWEST SCHOOL AND OFFICE SU | 274.54 | 274.54 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| R20R0412 | HOME DEPOT | 2,000.00 | 2,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| R20R0413 | WOODCRAFT | 2,000.00 | 2,000.00 | 010142989 4311 | Donations - Fulton / Elective Supplies |
| R20R0414 | SCHOOL OUTFITTERS | 380.53 | 380.53 | 010142989 4311 | Donations - Fulton / Elective Supplies |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| R20R0415 | PEARSON CLINICAL ASSESSMENT | 11,083.80 | 11,083.80 | 012299963 4322 | Medi-Cal Billing-Psychologists / Testing Supplies |
| R20R0416 | SCHOOL HEALTH CORPORATION | 161.92 | 161.92 | 012739962 4327 | Medi-Cal Billing-Nurses / Health Supplies |
| R20R0417 | ROCHESTER 100 INC | 90.00 | 90.00 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| R20R0419 | CL CONSULTING INC. | 65,000.00 | 65,000.00 | 012719380 5813 | Business Department / Consultant |
| R20R0420 | TRIAD SPORTS GROUP INC | 4,088.75 | 4,088.75 | 011404229 4310 | MS PE Equipment-Fulton / Instructional Supplies |
| R20R0421 | VOYAGER SOPRIS LEARNING INC | 3,747.00 | 3,747.00 | 011235675 4220 | State Standards Discrt-READING / Unadopted Textbooks Ref |
| R20R0422 | PRO-ED INC. | 441.23 | 441.23 | 015005675 4310 | Intervention - Special Ed / Instructional Supplies |
| R20R0423 | LEVEL 27 MEDIA | 46.31 | 46.31 | 010019961 4325 | Medi-Cal Billing-Instructional / Office Supplies |
| R20R0424 | HOME DEPOT | 500.00 | 500.00 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0425 | WILSON LANGUAGE TRAINING CORPO | 336.08 | 336.08 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| R20R0426 | VEX ROBOTICS INC. | 420.73 | 420.73 | 015003875 4310 | Robotics-Talbert / Instructional Supplies |
| R20R0427 | WILSON LANGUAGE TRAINING CORPO | 5,564.30 | 5,564.30 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| R20R0428 | CDWG | 1,305.00 | 1,305.00 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| R20R0429 | UZBL LLC | 913.50 | 913.50 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| R20R0430 | HEINEMANN | 590.19 | 590.19 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| R20R0431 | SUPPLYMASTER INC | 2,607.83 | 2,607.83 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| R20R0432 | LEVEL 27 MEDIA | 722.51 | 722.51 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| R20R0433 | SOFTCHOICE CORPORATION | 18,895.16 | 18,895.16 | 012109078 5826 | Tech/Media Office Operation / Licensing/Software,Maint/Supp |
| R20R0434 | ORANGE COUNTY BUSINESS COUNCIL | 1,500.00 | 1,500.00 | 012069255 4310 | SWP K12 Strong Workforce / Instructional Supplies |
| R20R0435 | LEVEL 27 MEDIA | 851.51 | 851.51 | 010143889 4325 | Donations - Talbert / Office Supplies |
| R20R0436 | CALIFORNIA MATHEMATICS COUNCIL | 630.00 | 630.00 | 010055175 4310 | State Standards-MATH / Instructional Supplies |
| R20R0437 | BARNES AND NOBLE | 660.82 | 660.82 | 010055775 4310 | State Standards-CGI / Instructional Supplies |
| R20R0438 | LAKESHORE EQUIPMENT COMPANY | 2,715.32 | 2,715.32 | 010454775 6410 | Pupil Achvmnt-Library Courrege / |
| R20R0439 | BARNES AND NOBLE | 643.37 | 643.37 | 010055275 4310 | State Standards-ELA / Instructional Supplies |
| R20R0440 | SCHOLASTIC MAGAZINE | 999.90 | 999.90 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0443 | HEINEMANN | 895.26 | 895.26 | 010055775 4310 | State Standards-CGI / Instructional Supplies |
| R20R0444 | WILSON LANGUAGE TRAINING CORPO | 5,141.15 | 5,141.15 | 011401010 4310 | ES Reading Support-Tamura / Instructional Supplies |
| R20R0447 | GOPHER SPORTS EQUIPMENT | 6,118.66 | 6,118.66 | 011404229 4310 | MS PE Equipment-Fulton / Instructional Supplies |
| R20R0448 | FOLLETT SCHOOL SOLUTIONS INC. | 5,000.00 | 5,000.00 | 010451075 4310 | Pupil Achvmnt-Library Tamura / Instructional Supplies |
| R20R0449 | LEVEL 27 MEDIA | 9,110.71 | 9,110.71 | 012719165 4325 | Superintendent / Office Supplies |
| R20R0450 | MYRON CORP | 926.31 | 926.31 | 012719165 4325 | Superintendent / Office Supplies |
| R20R0452 | SCHOOL SPECIALTY LLC | 869.84 | 869.84 | 011404238 4310 | MS PE Equipment-Talbert / Instructional Supplies |

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|------------------|--------------------------------|-----------------|-----------------------|-----------------------|---|
| R20R0453 | TEACHER SYNERGY LLC | 67.00 | 67.00 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| R20R0454 | BLICK ART MATERIALS | 146.04 | 146.04 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| R20R0455 | ART SUPPLY WAREHOUSE | 200.00 | 200.00 | 010143889 4311 | Donations - Talbert / Elective Supplies |
| R20R0456 | RENAISSANCE LEARNING INC | 2,241.00 | 2,241.00 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0457 | DEMCO | 53.41 | 53.41 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| R20R0458 | STAPLES | 155.00 | 155.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| R20R0459 | SCHOLASTIC INC. | 1,463.60 | 1,463.60 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| R20R0460 | SCHOOL SPECIALTY LLC | 6,000.00 | 6,000.00 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| R20R0461 | SMART & FINAL | 2,000.00 | 2,000.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| R20R0462 | RALPHS GROCERY COMPANY | 1,000.00 | 1,000.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| R20R0463 | LYTLE SCREEN PRINTING INC. | 887.95 | 887.95 | 012724949 4325 | Sch Site Admin - Masuda / Office Supplies |
| R20R0464 | SOUTHWEST SCHOOL AND OFFICE SU | 13.06 | 13.06 | 010011616 4310 | Sch Site Instr - Newland / Instructional Supplies |
| R20R0465 | SUPER DUPER INC | 42.47 | 42.47 | 015642960 4310 | Special Ed. - Fulton S&L / Instructional Supplies |
| R20R0466 | DISCOVERY EDUCATION INC | 9,192.00 | 9,192.00 | 012719375 5215 | Educational Services-Science / Staff Development |
| R20R0468 | LITERACY RESOURCES LLC | 67.99 | 67.99 | 011401010 4310 | ES Reading Support-Tamura / Instructional Supplies |
| R20R0469 | STAPLES | 136.01 | 136.01 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| R20R0471 | SCHOOL SPECIALTY LLC | 129.70 | 129.70 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| R20R0472 | HOME DEPOT | 1,000.00 | 1,000.00 | 010144989 4311 | Donations - Masuda / Elective Supplies |
| R20R0477 | LAKESHORE EQUIPMENT COMPANY | 5,295.62 | 295.62 | 010011010 6410 | Sch Site Instr - Tamura / Equipment-Furniture/Computers |
| | | | 5,000.00 | 010019380 6410 | School Equipment / Equipment-Furniture/Computers |
| R20R0478 | BEARCOM | 1,170.38 | 1,170.38 | 010050080 4399 | Site Safety / Equipment Under \$500 |
| R20R0480 | APPLE COMPUTER ORDER DEPARTMEN | 216.41 | 216.41 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| R20R0481 | APPLE COMPUTER ORDER DEPARTMEN | 14,268.16 | 750.38 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| | | | 13,317.79 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| | | | 199.99 | 012109078 5826 | Tech/Media Office Operation / Licensing/Software,Maint/Supp |
| R20R0487 | ADVANTAGE OPTICS | 1,060.31 | 1,060.31 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| R20R0488 | APPLE COMPUTER ORDER DEPARTMEN | 601.04 | 601.04 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| R20R0489 | SCHOOL SPECIALTY LLC | 129.46 | 129.46 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| R20R0490 | SOUTHWEST SCHOOL AND OFFICE SU | 196.86 | 196.86 | 012059385 4330 | Publications / Printing/Xerox Supplies |
| R20R0491 | AMAZON.COM LLC | 32.60 | 32.60 | 012059385 4330 | Publications / Printing/Xerox Supplies |
| R20R0492 | SOUTHWEST SCHOOL AND OFFICE SU | 600.00 | 600.00 | 012721010 4325 | Sch Site Admin - Tamura / Office Supplies |
| R20R0496 | REV ROBOTICS LLC | 231.03 | 231.03 | 015002975 4310 | Robotics-Fulton / Instructional Supplies |

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| R20R0498 | DAVE BANG ASSOCIATES | 20,645.10 | 20,645.10 | 010019380 6410 | School Equipment / Equipment-Furniture/Computers |
| R20R0502 | LEVEL 27 MEDIA | 199.50 | 199.50 | 012721010 4325 | Sch Site Admin - Tamura / Office Supplies |
| R20R0507 | BORDERLAN INC | 6,000.00 | 6,000.00 | 012109078 5826 | Tech/Media Office Operation / Licensing/Software,Maint/Supp |
| R20R0513 | BEACH WIRE & CABLE INC. | 39.04 | 39.04 | 012109078 4399 | Tech/Media Office Operation / Equipment Under \$500 |
| R20R0514 | SURPLUS TWO WAY RADIOS | 1,912.68 | 1,912.68 | 010143838 4310 | Sch Site Instr - Talbert / Instructional Supplies |
| R20R0525 | PITSCO EDUCATION LLC | 299.06 | 299.06 | 015002975 4310 | Robotics-Fulton / Instructional Supplies |
| R20R0526 | NEXT CAREERS | 652.50 | 652.50 | 015002975 4310 | Robotics-Fulton / Instructional Supplies |
| R20S8014 | SCHOOL SPECIALTY LLC | 274.05 | 274.05 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| R20S8015 | SPICERS PAPER INC | 2,175.00 | 2,175.00 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| R20S8016 | ADVANTAGE WEST INVESTMENT ENTE | 988.24 | 988.24 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| Fund 01 Total: | | 436,244.40 | 436,244.40 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/07/2021

FROM 08/24/2021 TO 09/28/2021

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|-----------------------------|-----------------|-----------------------|-----------------------|--|
| R20M4135 | HOME DEPOT | 3,686.00 | 3,686.00 | 120016198 4410 | State Preschool Instructional / Fixed Assets \$500-\$5000 |
| R20R0354 | NEW MANAGEMENT INC | 118.53 | 118.53 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| R20R0355 | UM, LYNNE | 215.50 | 215.50 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| R20R0381 | CONSTRUCTIVE PLAYTHINGS | 599.16 | 599.16 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| R20R0382 | LAKESHORE EQUIPMENT COMPANY | 612.67 | 612.67 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| R20R0383 | LAKESHORE EQUIPMENT COMPANY | 617.66 | 617.66 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| R20R0497 | SURPLUS TWO WAY RADIOS | 63.78 | 21.64 | 120016098 4347 | Extended School Instructional / Repair & Upkeep Equip Suppli |
| | | | 42.14 | 120016098 5645 | Extended School Instructional / Outside Srvs-Repairs & Maint |
| R20R0499 | LAKESHORE EQUIPMENT COMPANY | 100.00 | 100.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| R20R0515 | DISCOUNT SCHOOL SUPPLY | 300.00 | 300.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| | Fund 12 Total: | 6,313.30 | 6,313.30 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/07/2021

FROM 08/24/2021 TO 09/28/2021

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------------|------------------|-----------------------|-----------------------|---|
| R20R0362 | INDUSTRIAL ELECTRONIC SERVICE | 1,631.25 | 1,631.25 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| R20R0363 | SCSNA | 90.00 | 90.00 | 133207380 5210 | Cafeteria Fund / Travel, Conference, Workshop |
| R20R0370 | FERGUSON REFRIGERATION COMMERC | 3,700.00 | 3,700.00 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| R20R0371 | FERGUSON REFRIGERATION COMMERC | 425.00 | 425.00 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| R20R0372 | FERGUSON REFRIGERATION COMMERC | 750.00 | 750.00 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| R20R0390 | PREMIER FOOD SAFETY | 139.00 | 139.00 | 133207380 5215 | Cafeteria Fund / Staff Development |
| R20R0395 | HEARTLAND PAYMENT SYSTEMS | 2,050.00 | 2,050.00 | 133207380 5826 | Cafeteria Fund / Licensing/Software,Maint/Supp |
| R20R0442 | INDUSTRIAL ELECTRONIC SERVICE | 1,000.00 | 1,000.00 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| R20R0476 | RW SMITH & CO | 3,756.59 | 3,756.59 | 133207380 4410 | Cafeteria Fund / Fixed Assets \$500-\$5000 |
| Fund 13 Total: | | 13,541.84 | 13,541.84 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/07/2021

FROM 08/24/2021 TO 09/28/2021

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|------------------------------|------------------|-----------------------|-----------------------|--|
| R20M4095 | GOLDEN STATE PAVING INC. | 8,800.00 | 8,800.00 | 223011680 6299 | GOB, ELECTION 2016-Newland / Other Building & |
| R20M4097 | WESTERN ILLUMINATED PLASTICS | 261.19 | 261.19 | 223011680 6299 | GOB, ELECTION 2016-Newland / Other Building & |
| R20M4098 | ARMOR FENCE CONCEPTS | 3,570.60 | 3,570.60 | 223011680 6299 | GOB, ELECTION 2016-Newland / Other Building & |
| R20M4099 | SMITH-EMERY LABORATORIES | 575.98 | 575.98 | 223013880 6222 | GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv |
| R20M4100 | SANDY PRINGLE ASSOCIATES | 1,944.00 | 1,944.00 | 223013880 6222 | GOB, ELECTION 2016-Talbert / Inspection Svcs Bldg Improv |
| R20M4151 | SANDY PRINGLE ASSOCIATES | 50,000.00 | 50,000.00 | 223011680 6222 | GOB, ELECTION 2016-Newland / Inspection Svcs Bldg |
| R20M4153 | WILLIAMS SCOTSMAN INC | 15,000.00 | 15,000.00 | 223011680 6299 | GOB, ELECTION 2016-Newland / Other Building & |
| R20M4157 | SMITH-EMERY LABORATORIES | 9,041.50 | 9,041.50 | 223011680 6222 | GOB, ELECTION 2016-Newland / Inspection Svcs Bldg |
| Fund 22 Total: | | 89,193.27 | 89,193.27 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/07/2021

FROM 08/24/2021 TO 09/28/2021

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBER</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------|-------------------|-----------------------|-----------------------|--|
| R20M4096 | GOLDEN STATE PAVING INC. | 2,200.00 | 2,200.00 | 403013780 6299 | HVAC Modernization-Oka / Other Building & Improvement |
| R20M4152 | SANDY PRINGLE ASSOCIATES | 50,000.00 | 50,000.00 | 403013780 6222 | HVAC Modernization-Oka / Inspection Svcs Bldg Improve |
| R20M4154 | WILLIAMS SCOTSMAN INC | 18,000.00 | 18,000.00 | 403013780 6299 | HVAC Modernization-Oka / Other Building & Improvement |
| R20M4155 | AESCO | 26,124.50 | 26,124.50 | 403003880 6220 | MS Science Bldg - Talbert / Architect/Engineer Fees-Bldg |
| R20M4156 | NYBERG ARCHITECTS | 6,700.00 | 6,700.00 | 403003880 6220 | MS Science Bldg - Talbert / Architect/Engineer Fees-Bldg |
| R20M4158 | SMITH-EMERY LABORATORIES | 30,960.45 | 30,960.45 | 403013780 6222 | HVAC Modernization-Oka / Inspection Svcs Bldg Improve |
| R20M4161 | KYA SERVICES LLC | 13,285.08 | 13,285.08 | 403003880 6210 | MS Science Bldg - Talbert / Carpet Building Improvement |
| R20M4162 | AESCO | 3,750.00 | 3,750.00 | 403013780 6220 | HVAC Modernization-Oka / Architect/Engineer Fees-Bldg |
| R20M4163 | AESCO | 8,205.00 | 8,205.00 | 403003880 6220 | MS Science Bldg - Talbert / Architect/Engineer Fees-Bldg |
| Fund 40 Total: | | 159,225.03 | 159,225.03 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/07/2021

FROM 08/24/2021 TO 09/28/2021

PO
NUMBER **VENDOR**

PO **ACCOUNT** **ACCOUNT**
TOTAL **AMOUNT** **NUMBER**

PSEUDO / OBJECT DESCRIPTION

Total Account Amount:

704,517.84

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/07/2021**

FRO 08/24/2021 TO 09/28/2021

| <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> |
|---------------------------|--------------------------------|---------------------------|--------------------------------|---------------------------------|--|
| R20M4021 | PRO PACIFIC BEE REMOVAL | 500.00 | +250.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| R20M4026 | SMARDEN SUPPLY COMPANY | 14,000.00 | +3,000.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| R20M4040 | VOYAGER FLEET SYSTEMS INC. | 3,000.00 | +1,000.00 | 016919295 5560 | 7240 SpEd Transportaion-Fuel / Fuel |
| R20R0146 | ADDICTION TREATMENT TECHNOLOGI | 31,557.00 | +21,038.00 | 011050000 9330 | Supplemental and Concentration / PREPAID EXPENDITURE |
| | | | -0.25 | 011279861 5813 | School Climate-Elementary / Consultant |
| Fund 01 Total: | | | +25,287.75 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/07/2021**

FRO 08/24/2021 TO 09/28/2021

| <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> |
|---------------------------|-----------------------------|---------------------------|--------------------------------|---------------------------------|--|
| R20R0263 | CHRIS BECERRA | 2,400.00 | +1,200.00 | 120016198 5210 | State Preschool Instructional / Travel, Conference, Workshop |
| R20R0296 | LAKESHORE EQUIPMENT COMPANY | 939.10 | +115.00 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| R20R0297 | LAKESHORE EQUIPMENT COMPANY | 662.72 | +81.00 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| R20R0298 | LAKESHORE EQUIPMENT COMPANY | 554.77 | +70.00 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| Fund 12 Total: | | | +1,466.00 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/07/2021**

FRO 08/24/2021 TO 09/28/2021

| <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> |
|---------------------------|--------------------------|---------------------------|--------------------------------|---------------------------------|---|
| M20R0445 | RACHLIN PARTNERS INC | 304,761.45 | +25,093.80 | 223011680 6220 | GOB, ELECTION 2016-Newland / Architect/Engineer |
| M20R1798 | RACHLIN PARTNERS INC | 561,929.91 | +26,671.80 | 223013780 6220 | GOB, ELECTION 2016-Oka / Architect/Engineer Fees-Bldg |
| N20M4100 | WILLIAMS SCOTSMAN INC | 20,000.00 | +6,000.00 | 223012980 6299 | GOB, ELECTION 2016-Fulton / Other Building & |
| N20M4382 | WILLIAMS SCOTSMAN INC | 40,000.00 | +10,000.00 | 223013880 6299 | GOB, ELECTION 2016-Talbert / Other Building & |
| P20M4397 | SANDY PRINGLE ASSOCIATES | 15,000.00 | +5,000.00 | 223011680 6222 | GOB, ELECTION 2016-Newland / Inspection Svcs Bldg |
| Fund 22 Total: | | | +72,765.60 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/07/2021

FRO 08/24/2021 TO 09/28/2021

| <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> |
|---------------------------|-----------------------------|---------------------------|--------------------------------|---------------------------------|--|
| P20M4398 | SANDY PRINGLE ASSOCIATES | 30,000.00 | +20,000.00 | 403013780 6222 | HVAC Modernization-Oka / Inspection Svcs Bldg Improve |
| R20M4076 | TIME AND ALARM SYSTEMS INC. | 78,280.00 | +18,280.00 | 403003880 6299 | MS Science Bldg - Talbert / Other Building & Improvement |
| Fund 40 Total: | | | +38,280.00 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/07/2021**

FRO 08/24/2021 TO 09/28/2021

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

| | | | | | |
|------------------------------|--|--------------------|--|--|--|
| Total Account Amount: | | +137,799.35 | | | |
|------------------------------|--|--------------------|--|--|--|



Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #1: July 1 – September 30, 2021)**
DATE: October 4, 2021

Background:

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

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

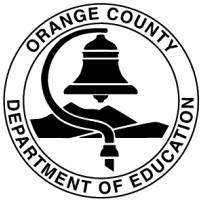
- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: July 1 through September 30, 2021

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2021-22 year and approves its submittal to the Orange County Department of Education.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2021-22**

District: _____

District Contact: _____

Title: _____

- Quarter #1 July 1 – September 30, 2021 **Report due by October 29, 2021**
- Quarter #2 October 1 – December 31, 2021 **Report due by January 28, 2022**
- Quarter #3 January 1 – March 31, 2022 **Report due by April 29, 2022**
- Quarter #4 April 1 – June 30, 2022 **Report due by July 29, 2022**

Check the box that applies:

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

| Type of Complaint | Total # of Complaints | # Resolved | # Unresolved |
|---------------------------------------|-----------------------|------------|--------------|
| Textbooks and Instructional Materials | | | |
| Teacher Vacancies or Missassignments | | | |
| Facility Conditions | | | |
| TOTALS | | | |

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/Redhill Site

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



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #1 FOR THE OKA ELEMENTARY
SCHOOL MEASURE O HVAC AND MODERNIZATION
PROJECT**
DATE: October 4, 2021

Background:

On March 11, 2021, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Oka 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 \$211,409.00 and will be taken from the total contingency budget for the Oka project of \$761,000.

Recommendation:

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



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #4 FOR THE TALBERT MIDDLE SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT**
DATE: October 4, 2021

Background:

On March 12, 2020, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Talbert Middle School. At the same time, the Board approved District Contingencies for unforeseen conditions and owner changes.

The Talbert Middle School project is substantially complete and in calculating final construction costs there are funds remaining in GMP allowances, as well as contractor savings. Change Order #4 is a deductive change order which results in funds reflected in the project budget that were not expended.

Fiscal Impact:

The total for Change Order #4 is (\$491,076.00). These Measure O funds will be used on future projects at the District's remaining three school sites.

Recommendation:

It is recommended that the Board of Trustees approves Change Order #4 for the Talbert Middle School Measure O HVAC and Modernization Project.

Board meeting on October 7, 2021



Fountain Valley School District
Support Services
2021-2022

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **INDEPENDENT CONTRACT FOR EXPRESSIONS SPEECH-
LANGUAGE PATHOLOGY SERVICES, INC.**
DATE: October 4, 2021

Background:

Expressions Speech-Language Pathology Services, Inc. provides speech and language assessments, consultations, direct therapy, billing, and IEP planning and preparation of paperwork. Requests of service will be filled and charged on a case by case basis. Term of agreement will be for the 2021-2022 school year through June 28, 2022.

Fiscal Impact:

The cost for services will not exceed \$85.00 per hour.

Recommendation:

It is recommended that the Board of Trustees ratifies the contract between Expressions Speech-Language Pathology Services, Inc., and Fountain Valley School District for the 2021-2022 school year.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is hereby entered into between the Fountain Valley School District, hereinafter referred to as "District," and Expressions Speech-Language Pathology Services, Inc.

Name of Independent Contractor

12062 Valley View St, Suite 137 Garden Grove CA 92845 (714) 901-1518
Mailing Address City State Zip Telephone Number

hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Speech and language assessments, consultations, direct therapy, billing, IEP planning and paperwork, IEP meetings and related activities.

Services shall be provided by: SLP/SLPA of Expressions

2. Term. Contractor shall commence providing Services under this Agreement on August 16, 2021, and will diligently perform as required and complete performance by June 28, 2022.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed eighty dollars per hour (\$85.00 per hour). District shall pay Contractor according to the following terms and conditions: as invoiced.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District, except as follows: expenses or costs agreed upon by the district.

5. Trade Term Discounts. The District seeks entering into contracts with vendors and consultants that offer parity trade term discounts equal to or better than any other customer (public or private entity) of Contractor in the United States. Please indicate below whether Contractor offers parity trade term discounts or not. If Contractor indicates it does offer parity trade terms discounts, the Contractor shall provide documents reasonably requested by the District to show the pricing for services to be provided by Contractor pursuant to this Agreement is equal to or better than any other customer of the Contractor in the United States. If Contractor indicates it does not offer parity trade term discounts, and the District subsequently obtains evidence that indicates otherwise, it shall be grounds for immediate termination of this Agreement for cause and the District may pursue any legal action or remedies available.

Expressions Speech Language Pathology Services, Inc.

August 2021

_____ Yes, the undersigned offers parity trade term discounts as noted above and such discounts are being provided to the District in this Agreement.

_____ No, the undersigned does not offer parity trade term discounts as noted above.

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

Name

Signed

6. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

7. Materials. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Contractor's Services will be performed in accordance with generally and currently accepted principles and practices of its profession.

8. Originality of Services/Intellectual Property. Contractor agrees that all ideas, technologies, formulae, procedures, processes and methods prepared for and submitted by Contractor to the District in connection with the Services set forth in this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such Services. Contractor further agrees that all writings, materials, compositions, recordings, teleplays, and/or video productions prepared for, written for, or otherwise (hereinafter referred to as "Content") submitted by Contractor to the District and/or used in connection with the Services set forth in this Agreement, reflect the intellectual property of, and copyright interests held by District and shall not be copied or used in whole or in part by Contractor without District's express written permission. Contractor understands and agrees that all Content produced under this Agreement is the property of District and cannot be used without District's express written permission. Contractor acknowledges and agrees that District shall have all right, title and interest in said Content, including the right to secure and maintain the copyright, trademark and/or patent of said Content in the name of the District.

9. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

10. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend

the District and its Governing Board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property.

11. Insurance. Contractor shall insure Contractor's activities in connection with the Services under this Agreement and agrees to carry a comprehensive general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. No later than thirty (30) days from execution of this Agreement by the District and Contractor, and prior to commencing the Services under this Agreement, Contractor shall provide District with certificates of insurance evidencing all coverages and endorsements required hereunder. Contractor shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance shall name District, its Governing Board, officers, agents, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this Agreement.

12. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

13. Compliance with Applicable Laws. The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, the Services, equipment and personnel engaged in Services covered by this Agreement or accruing out of the performance of such Services.

14. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

15. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the Services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. Contractor agrees that it will not engage in unlawful discrimination in
Expressions Speech Language Pathology Services, Inc. August 2021

employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as follows:

District:
Fountain Valley School District
10055 Slater Ave
Fountain Valley, CA 92708

Contractor:
Expressions Speech-Language Services, Inc.
12062 Valley View St, Suite 137
Garden Grove, CA 92845

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Authorized Signatures. The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

23. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California. This Agreement is made in and shall be performed in Orange County, California.

This Agreement is entered into this 11th day of August, 2021.

FOUNTAIN VALLEY SCHOOL DISTRICT
Name of District

Expressions Speech-Language Services, Inc.
Contractor Name

By: _____

By: _____

Katherine Stopp, Ed.D.
Typed Name

Erin Densmore M.A., CCC-SLP
Typed Name

Asst. Superintendent, Educational Services
Title

CFO, SLP, Clinic Director
Title

20-4019363
Taxpayer Identification Number

- * *Risk Manager should determine all insurance requirements for the District, depending on the Services.*
- * *Criminal Record Check may be applicable.*

Contract Number:
Funding Source/Account Number:
Board Approved / Agenda Item #:

Department Lead: _____
Name Signature Date

Deputy/Asst. Supt: _____
Name Signature Date

Board meeting of October 7, 2021



Fountain Valley School District
Support Services
2021-2022

MEMORANDUM

TO: Dr. Mark Johnson
FROM: Kate Smith, Director, Support Services
SUBJECT: **INDEPENDENT CONTRACT FOR PROFESSIONAL TUTORS OF AMERICA, INC.**
DATE: September 17, 2021

Background:

For 36 years, Professional Tutors of America Inc. has provided education services to thousands of students nationwide. They provide multiple venue options for their tutoring services, including one-to-one tutoring at the home or public library, small group instruction, and online tutoring. Additionally, they have many specialized educational programs, including Counseling and Mentoring services, Special Education Tutoring, and Parent/Student Workshops.

Fiscal Impact:

The terms of agreement will be October 8, 2021 through June 30, 2023 in an amount not to exceed \$12,750.

Recommendation:

It is recommended that the Board of Trustees approve the contract between Fountain Valley School District and Professional Tutors of America Inc. for the 2021-2022 and 2022-2023 school years.



**INDEPENDENT CONTRACTOR / PROFESSIONAL SERVICES AGREEMENT
2021-2023**

This AGREEMENT is here by entered between the Fountain Valley School District, hereafter referred to as "DISTRICT", and Professional Tutors of America Inc., hereafter referred to as "CONTRACTOR". DISTRICT and CONTRACTOR may hereafter be referred to as "PARTY" or collectively as the "PARTIES".

RECITALS

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

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

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

NOW, THEREFORE, the parties agree as follows:

AGREEMENTS

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

Provide tutoring services to students.

Attachments to this agreement - please check, if applicable:

- Statement of Work
- Proposal/Price Quotations
- Fee Schedule
- Other attachment described as: _____

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

- 2. **TERM.** The CONTRACTOR will commence providing services under this AGREEMENT on **October 8, 2021** and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 30, 2023**. Time shall be of

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

3. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is an independent contractor and will perform said services as an independent contractor and not as an employee of the DISTRICT. Accordingly, nothing in this AGREEMENT shall be construed as establishing a relationship of employer and employee, or principal and agent between the DISTRICT and the CONTRACTOR or between the DISTRICT and any of the CONTRACTOR'S agents or employees. CONTRACTOR is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. CONTRACTOR and its agents and employees shall not be entitled to any rights and or privileges of the DISTRICT'S employees and shall not be considered in any way to be the employees of the DISTRICT. Each party acknowledges that the CONTRACTOR is not an employee for state or federal tax purposes or any other purpose.
4. **MATERIALS.** The DISTRICT will prepare and furnish to the CONTRACTOR upon request such existing information as is reasonably necessary for the performance of the CONTRACTOR. The CONTRACTOR shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this AGREEMENT. Each PARTY shall cooperate with the other party.
5. **COMPENSATION.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this AGREEMENT a total amount not to exceed **\$12,750.00** total over the duration of the term.

X If this is an AGREEMENT to pay the CONTRACTOR by the hour, then this box shall be checked and the hourly rated indicated as follows: **see attachment of consultation rates**. It is the sole obligation of the CONTRACTOR to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this AGREEMENT.

6. **PAYMENT.** Payment shall be made the CONTRACTOR within thirty (30) days after receipt of fully supported and detailed invoice(s) which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The DISTRICT will not be obligated to make more than one (1) payment to the CONTRACTOR each month.
7. **PRODUCT OF SERVICES.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT.

- 8. COPYRIGHT/TRADEMARK/PATENT.** No such materials produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright or patent right by CONTRACTOR in the United States or in any county without the prior written consent of the DISTRICT. The DISTRICT shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by CONTRACTOR under this agreement.
- 9. TERMINATION.** The DISTRICT may at any time and for any reason suspend performance by the CONTRACTOR or terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the DISTRICT shall be sufficient to suspend or terminate any further performance of services by the CONTRACTOR. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or not later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the DISTRICT, the CONTRACTOR shall promptly provide and deliver to the DISTRICT any and all product in progress or completed to date including any reports, drafts, electronic information or the like to the DISTRICT. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this AGREEMENT. Facsimile notices shall be accepted.

The CONTRACTOR may at any time and for any reason suspend performance by the CONTRACTOR or terminate this AGREEMENT and the DISTRICT will compensate CONTRACTOR only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the contractor shall be sufficient to suspend or terminate any further performance of services.

- 10. HOLD HARMLESS.** The CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, employees, or volunteers.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damage which result from the sole negligence or willful misconduct of the DISTRICT, its officers, agents, employees, or volunteers.

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

officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

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

- 18. AGREEMENT MODIFICATIONS.** Any modification of this AGREEMENT shall be effective only if it is in writing and signed by the parties, except that the DISTRICT may unilaterally amend this AGREEMENT in writing to accomplish the following changes:
- a. Increase dollar amounts;
 - b. Effect administrative changes; and
 - c. Effect other changes as required by law.
- 19. ENTIRE AGREEMENT.** This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein constitutes the entire AGREEMENT between the parties and supersedes any and all prior or contemporaneous oral or written AGREEMENTS.
- 20. SEVERABILITY.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway.
- 21. GOVERNING LAW.** This AGREEMENT shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.

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

CONTRACTOR

DISTRICT

Professional Tutors of America Inc.
3350 E. Birch Street, Suite 201
Brea, CA 92821

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

(Signature, Authorized Representative)

(Signature, Authorized Representative)

Printed Name: _____

(Date)

Title: _____

(Date)

(SSN or Federal ID Number)

(Telephone)

(Email Address)

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

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

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to It has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to It has a pending criminal proceeding for a violent felony listed in Penal Code Section 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.S(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.



Non Public Agency / Special Education and Related Services
Orange County, CA

Rate Sheet 2021-2022

*Rates/per hour

| | |
|---|---------------|
| (1) Behavior Intervention | |
| Behavior Intervention Design Planning | \$120. |
| Behavior Intervention Implementation | \$75 - \$120. |
| (2) Counseling & Guidance | |
| Educational Counseling | \$125. |
| Parent Counseling & Training | \$125. |
| Educationally Related Mental Health Services | \$125. |
| Educationally Related Intensive Counseling Services | \$125. |
| (3) Language Speech Development & Remediation | \$120. |
| Assessment/Evaluation, including IEP attendance | \$120. |
| (4) Occupational Therapy | \$120. |
| Assessment/Evaluation, including IEP attendance | \$120. |
| (5) Vocational Education & Career Development, Transition | \$90. |
| (6) Academic Tutoring - Sped. Credential/General Ed Cred. | \$80. |
| (7) Academic Achievement Test | |
| *Woodcock Johnson IV | \$80. |
| *Scantron Performance & Achievement Series | \$80. |

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

| | | |
|--|--|--|
| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Professional Tutors of America, Inc. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. 3350 E. Birch Street, Suite 201 | Requester's name and address (optional) |
| | 6 City, state, and ZIP code Brea, CA 92821 | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | | | | | | | |
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| or | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | |
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| 3 | 3 | | - | 0 | 0 | | 1 | | 5 | | 5 | | 7 | | 4 | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ _____ |
|------------------|----------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Fountain Valley School District
Support Services
2021-2022

MEMORANDUM

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2021-2022-E**
DATE: October 4, 2021

Background:

According to the Special Education Settlement Agreement signed on September 7, 2021, between Parents and the Fountain Valley School District, the District agrees to provide compensatory reimbursement to parents not to exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00). The Parties acknowledge that the Agreement shall cover the costs of tuition services Parents procured for Student from The Prentice School incurred during their Summer 2021 program. Any and all proof of payment documentation for the Compensatory Tuition shall be provided to the District on or before October 31, 2021, or is otherwise forfeit. In addition, the District agrees to enter into a contract with the Professional Tutors of America (“PTA”) in an amount not to exceed Six Thousand Seven Hundred Fifty Dollars (\$6,750.00) for Compensatory Tutoring Services to be provided by PTA to Student. The Parties further agree that the Student must access all Compensatory Tutoring Services on or before June 30, 2023, after which Family’s entitlement to reimbursement for said services shall terminate. Furthermore, the District agrees to pay attorney fees incurred on behalf of the Student directly to the attorney in the amount of Six Thousand Seven Hundred Fifty Dollars (\$6,750.00). This amount shall be paid within 60 days of board approval. Term of settlement is through June 30, 2023.

Fiscal Impact:

Not to exceed \$15,750.00

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 E.



Fountain Valley School District
Support Services
2021-2022

M E M O R A N D U M

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2021-2022-F**
DATE: October 4, 2021

Background:

According to the Special Education Settlement Agreement signed on September 7, 2021, between Parents and the Fountain Valley School District, the District agrees to enter into a contract with the Professional Tutors of America (“PTA”) in an amount not to exceed Six Thousand Dollars (\$6,000.00) for Compensatory Tutoring Services to be provided by PTA to Student. The Parties further agree that the Student must access all Compensatory Tutoring Services on or before June 30, 2023, after which Family’s entitlement to reimbursement for said services shall terminate. Furthermore, the District agrees to pay attorney fees incurred on behalf of the Student directly to the attorney in the amount of Six Thousand Two Hundred Fifty Dollars (\$6,250.00). This amount shall be paid within 60 days of board approval. Term of settlement is through June 30, 2023.

Fiscal Impact:

Not to exceed \$12,250.00

Recommendation:

It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2021-2022 F.



FOUNTAIN VALLEY SCHOOL DISTRICT
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Assistant Superintendent, Educational Services
SUBJECT: ASSISTANCE LEAGUE OF HUNTINGTON BEACH (ALHB)
LINKS TO LEARNING
DATE: October 1, 2021

Background:

Each year, the Assistance League of Huntington Beach provides support to Fountain Valley School District for school enrichment programs to be awarded for the purpose of encouraging creative projects that emphasize new approaches to teaching and develop innovative programs which stimulate thought and/or expand the existing curriculum through teacher grants.

Teacher recipients are selected based on applications explaining how funds will directly benefit/involve students, and encourage interdisciplinary instruction, team teaching, multi-age structures and/or cooperative learning experiences.

The Fountain Valley School District is very grateful to the Assistance League of Huntington Beach for this generous program, which continues to benefit our students each year.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves the agreement between Fountain Valley School District and the Assistance League of Huntington Beach for the Links to Learning program for the 2021/22 school year.



Fountain Valley School District
Support Services
2021-2022

MEMORANDUM

TO: Dr. Mark Johnson
FROM: Kate Smith, Director, Support Services
SUBJECT: **INDEPENDENT CONTRACT FOR DR. ELIZABETH GENDY-SHAKER**
DATE: October 4, 2021

Background:

Dr. Elizabeth Gendy-Shaker will provide annual “Review of Occupational Services” and sign as District Physician on all Occupational Therapy Prescriptions. Dr. Gendy Shaker will also review and sign the “Determination of Medical Necessity for Speech and Language” every two years. Term of agreement is for the 2021-2022, 2022-2023, and 2023-2024 school years.

Fiscal Impact:

Not to exceed \$3,000.00 per school year.

Recommendation:

It is recommended that the Board of Trustees approves this contract with Dr. Elizabeth Gendy-Shaker for the 2021-2022, 2022-2023, and 2023-2024 school years.

FOUNTAIN VALLEY SCHOOL DISTRICT

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT, approved by the Board of Education of Fountain Valley School District by and between Dr. Elizabeth Gendy-Shaker, hereafter referred to as the “CONTRACTOR”, and the Fountain Valley School District, hereinafter referred to as the “DISTRICT”.

WHEREAS, the DISTRICT desires to employ the CONTRACTOR, who is specifically qualified to provide consultant services for educational purposes;

WHEREAS, the DISTRICT finds that these services are either not available or not available to the same level of expertise as that offered by outside consulting assistance; and

WHEREAS, the authority for entering into this AGREEMENT is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable.

NOW, THEREFORE, the DISTRICT and the CONTRACTOR mutually agree as follows:

1. CONTRACTOR SERVICES

- 1.1 INDEPENDENT CONTRACTOR. The CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor and its officers, agents, and employees shall not be or be considered as officers, employees or agents of the DISTRICT.
- 1.2 WORKER’S COMPENSATION. The CONTRACTOR shall maintain such insurance or similar self-insurance, as will protect it from claims under Workers’ Compensation Insurance Acts which may arise from activities of its officers, agents and employees under the AGREEMENT.
- 1.3 AFFIRMATIVE ACTION EMPLOYMENT. The CONTRACTOR shall maintain an affirmative action employment plan satisfactory to the DISTRICT, and shall, upon request, from time to time furnish the DISTRICT with reasonable evidence thereof.
- 1.4 HOLD HARMLESS. The CONTRACTOR shall hold harmless and defend the DISTRICT from all liability and indemnify the DISTRICT, its officers, and employees against every claim or demand which may be made as a result of the CONTRACTOR’S consultant services to the DISTRICT, and every liability or

loss, damage or expense of any nature, whatsoever which may be incurred by reason of:

- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this AGREEMENT except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, or its officers, employees or agents.
- b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the DISTRICT, arising out of, or in any way connected with, the services covered by this AGREEMENT whether said injury or damage occurs either on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or their officers, employees or agents.
- c. During the entire term of this agreement, the Consultant/Contractor shall fully comply with the provisions of the Education Code Section 45125.1 dealing with fingerprinting when the DISTRICT determines that the Consultant/Contractor will have more than limited contact with District pupils in the performance of the work of the AGREEMENT.

1.5 CONTRACTOR'S SERVICES. The CONTRACTOR agrees to provide services as follows:

Dates: 2021-2022, 2022-2023 and 2023-2024 School Years
(July 1, 2021 through June 30, 2024, retroactive)

Location: Fountain Valley School District

Services: To develop protocol for determination of medical necessity for speech and language, physical therapy, occupational therapy, and mental health services and to perform internal audit if needed.

2. TERMS OF AGREEMENT.

- 2.1 The DISTRICT hereby agrees to compensate the CONTRACTOR for all consultant services rendered to the DISTRICT as described in Section 1.5, in the amount not to exceed \$3,000.00 per school year.
- 2.2 The DISTRICT will not withhold federal or state income tax deductions from payments made to CONTRACTOR under the AGREEMENT, but will provide consultant with a statement of earnings at the conclusion of each calendar year.

3. DURATION OF AGREEMENT/TERMINATION.

- 3.1 The CONTRACTOR shall provide services under the AGREEMENT during the time period specified in Section 1.5 of the AGREEMENT. The CONTRACTOR will perform said services as an independent contractor and not as an employee of

the DISTRICT. The CONTRACTOR shall be under the control of the Superintendent or his designee as to results to be accomplished and not to the means or manner by which such results are to be accomplished.

- 3.2 Upon mutual agreement in writing of the parties hereto, this AGREEMENT may be terminated for any reason.
- 3.3 This AGREEMENT is not assignable without the written agreement of the parties hereto.

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

DR. ELIZABETH GENDY-SHAKER

Signature

Christine Fullerton, Assistant
Superintendent of Business

Title

Date

Address

Date of Board Approval

City, State, Zip Code

Telephone

Social Security Number or Federal Tax ID



Fountain Valley School District
Support Services
2021-2022

M E M O R A N D U M

TO: Board of Trustees
FROM: Kate Christmas, Director, Support Services
SUBJECT: **Special Education Settlement Agreement 2021-2022-G**
DATE: October 4, 2021

Background:

According to the Special Education Settlement Agreement signed on September 22, 2021 between Parents and the Fountain Valley School District, the District agrees to provide compensatory reimbursement to parents not to exceed Twenty-Nine Thousand Six Hundred Ninety-Five Dollars (\$29,695.00). This not to exceed amount shall be reimbursed as follows: for tuition at Coastline Christian School or another similar preschool, for AVT services, for audiological services, and for DHH services. In addition, the District agrees to reimburse parents a total amount not to exceed Three Thousand Five Hundred Thirty-Five Dollars (\$3,535.00) for tuition costs incurred at Coastline from January 18, 2021 through September 30, 2021, and a total not to exceed Three Hundred Ten Dollars (\$310.00) for DHH services provided through the John Tracy Clinic. Furthermore, the District agrees to pay attorney fees incurred on behalf of the Student directly to the attorney in the amount of Ten Thousand Dollars (\$10,000.00) within 60 days of board approval. Compensatory reimbursements shall be made payable to parents within 60 days of board approval and District receipt of appropriate proof of costs. Term of settlement is through to end of the 2022-2023 school year.

Fiscal Impact:

Not to exceed \$43,540.00

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement 2021-2022-G.

2021/2022

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: September 23, 2021

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

Board Meeting Date: October 7, 2021

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 | Effective Dates |
|----------------|--|---------------|--|
| | Secure Transportation Company, Inc. W22138 | \$40,710.00 | September 7, 2021 to June 30, 2022 |
| | Olive Crest Academy & Olive Crest Academy – North W22139 | \$52,333.55 | August 27, 2021 to June 30, 2022 |
| | Olive Crest Academy & Olive Crest Academy – North W22140 | \$49,280.62 | September 9, 2021 to June 30, 2022 |
| | Olive Crest Academy & Olive Crest Academy – North W22141 | \$48,259.26 | September 15, 2021 to June 30, 2022 |

Approved by the FVSD Board of Trustees
October 7, 2021

Dr. Mark Johnson
Superintendent

Date:

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

Transportation Services for Special Education Students

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

1. The term under this Contract shall be September 7, 2021 through June 30, 2022.
2. The Contractor shall furnish, operate and maintain vehicles to provide for the transportation of handicapped pupils at such times and places as may be specified by WOCCE/District during regular school days during the term of the contract.
3. The Contractor shall provide home-to-school transportation for Special Education Student, _____, residing within the Fountain Valley School District to Anderson Elementary School, located within the Westminster School District, at a round-trip daily rate of \$230.00 per day for up to twenty-four (24) miles driven plus \$2.50 for each additional mile, with a minimum daily fee of \$115.00. Round-trip daily rate includes transportation of Licensed Vocational Nurse (LVN) provided by parent(s). Transportation schedule to be daily round-trip transport to and from school Monday through Friday beginning 9/07/21 - 6/17/22.
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 WOCCSE as soon as is practicable after the occurrence.
 8. WOCCSE 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 WOCCSE/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 WOCCSE/District. WOCCSE'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 WOCCSE/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 WOCCSE.
 12. While performing services under the Contract, the Contractor and any subcontractors, are independent Contractors and not an officer, employee or agent of WOCCSE.
 13. The Contractor shall hold harmless and indemnify WOCCSE/District, its officers, agents and employees from every claim, demand, or liability, which may be made by reason of:
 - A. Any injury to property or person including death, sustained by the Contractor or by any person, firm, or corporation employed by the Contractor, directly or indirectly upon or in connection with the services hereunder, however caused; and
 - B. Any injury to property or person, including death, sustained by any firm or corporation, caused by an error, omission, neglect or torturous act of the Contractor, its officers, agents or employees upon or in connection with the services hereunder,

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

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

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

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

Certificates and insurance policies shall include the following clause:

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

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

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

OR

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

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

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This Contract is effective on the 7th day of September 2021, and terminates on June 30, 2022, 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

Jeff Boshears, Chief Financial Officer
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
Jeff Boshears
 Printed Name of Authorized Signer
Chief Financial Officer
 Title of Authorized Signer

 Authorized Signature

3780 Kilroy Airport Way, Suite 220
 Address
Long Beach, CA 90806
 City, State, Zip
(800) 856-9994
 Telephone
schools@securetransportation.com
 E-Mail Address

2021/2022

HBUHSD Contract # W22139

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 27, 2021 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, 2022, 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 & OLIVE CREST ACADEMY - NORTH | |
| 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 | | | Phone | 714-998-6571 | Fax |
| | | | E-Mail | www.olivecrest.org | |
| Student Last Name | | Student First Name | Program Contact Name | BOB HENNING, Ed.D. DIRECTOR OF SPECIAL EDUCATION | |
| D.O.B. | | LD.# | Phone | 714-998-6571, ext. 1508 | Fax |
| | | | E-Mail | Bob-Henning@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 | 20 | Number of Weeks |
| | | | | | 5 |
| | | | Contract Begins | 08/27/21 | Ends |
| | | | | | 06/30/22 |
| Home Phone | | Business/Mobile Phone | Master Contract Approved by the Governing Board on: | | 06/24/21 |

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 | | | \$ 195.18 | PER DIEM | 180 | 20 | \$ 39,036.00 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | X | | | \$60.16/day | 1 RT/Daily | 180 | 20 | \$ 12,032.00 |
| b. Reimburse Parent | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | X | | | INCLUSIVE | 1x30min/wk | 38 | 5 | \$ - |
| b. Individual | | X | | | INCLUSIVE | 1x30min/wk | 38 | 5 | \$ - |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Therapy - Group | | X | | | \$115.05/hr | 1x60min/mo | 10 | 1 | \$ 1,265.55 |
| b. Consultation | | | | | | | | | |
| 5. Occupational Therapy | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |

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

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per dy/wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|----------------------------------|----------|-----|-----|-----------------|------------------------------|------------------------------------|----------------------------|-----------|--|
| | LEA | NPS | NPA | OTHER (Specify) | | | Reg School Year | ESY | |
| 6. Physical Therapy | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 7. ABA - Behavior Intervention | | | | | | | | | |
| a. Consult | | | | | | | | | |
| b. Direct | | | | | | | | | |
| c. Supervision | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 8. One-to-One Aide | | | | | | | | | |
| 9. Other | | | | | | | | | |
| 10. Residential Services | | | | | | | | | |
| a. Board and Care | | | | | | | | | |
| b. Mental Health Services | | | | | | | | | |
| c. Transportation Public Carrier | | | | | | | | | |
| | | | | | | A + B | TOTAL COST | \$ | 52,333.55 |

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$

\$ 13,297.55

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

\$ 52,333.55

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 10/07/21

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 / OLIVE CREST ACADEMY-NORTH
(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)

2021/2022

HBUHSD Contract # W22140

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 9, 2021 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, 2022, 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 & OLIVE CREST ACADEMY - NORTH | |
| Address City, State Zip | 10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708 | | Address City, State, Zip | 2190 N. CANAL STREET ORANGE, CA 92865 | |
| LEA Case Manager | | | Phone | 714-998-6571 | Fax |
| | | | E-Mail | www.olivecrest.org | |
| Student Last Name | Student First Name | | Program Contact Name | BOB HENNING, Ed.D. DIRECTOR OF SPECIAL EDUCATION | |
| D.O.B. | I.D. # | | Phone | 714-998-6571, ext. 1508 | Fax |
| | | | E-Mail | Bob-Henning@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 City, State Zip | | | Education Schedule – Extended School Year | | |
| | | | Number of Days | 20 | Number of Weeks |
| | | | | | 5 |
| | | | Contract Begins | 09/09/21 | Ends |
| | | | | | 06/30/22 |
| Home Phone | Business/Mobile Phone | | Master Contract Approved by the Governing Board on: | | 06/24/21 |

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 | | | \$ 195.18 | PER DIEM | 173 | 20 | \$ 37,669.74 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | X | | | \$60.16/day | 1 RT/Daily | 173 | 20 | \$ 11,610.88 |
| b. Reimburse Parent | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | X | | | INCLUSIVE | 1x30min/wk | 37 | 5 | \$ - |
| b. Individual | | X | | | INCLUSIVE | 1x30min/wk | 37 | 5 | \$ - |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 5. Occupational Therapy | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |

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

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per dy/wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|----------------------------------|----------|-----|-----|-----------------|------------------------------|------------------------------------|----------------------------|-----|--|
| | LEA | NPS | NPA | OTHER (Specify) | | | Reg School Year | ESY | |
| 6. Physical Therapy | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 7. ABA - Behavior Intervention | | | | | | | | | |
| a. Consult | | | | | | | | | |
| b. Direct | | | | | | | | | |
| c. Supervision | | | | | | | | | |
| d. Assessment | | | | | | | | | |
| 8. One-to-One Aide | | | | | | | | | |
| 9. Other | | | | | | | | | |
| 10. Residential Services | | | | | | | | | |
| a. Board and Care | | | | | | | | | |
| b. Mental Health Services | | | | | | | | | |
| c. Transportation Public Carrier | | | | | | | | | |
| | | | | | | | A + B TOTAL COST | | \$ 49,280.62 |

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 11,610.88

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 49,280.62

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 10/07/21

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 / OLIVE CREST ACADEMY-NORTH
(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)

2021/2022

HBUHSD Contract # W22141

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 15, 2021 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, 2022, 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 & OLIVE CREST ACADEMY - NORTH | |
| 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 | | | | Phone | 714-998-6571 | Fax | 714-998-6573 |
| | | | | E-Mail | www.olivecrest.org | | |
| Student Last Name | | Student First Name | | Program Contact Name | | BOB HENNING, Ed.D. DIRECTOR OF SPECIAL EDUCATION | |
| D.O.B. | | I.D. # | | Phone | 714-998-6571, ext. 1508 | Fax | 714-998-6573 |
| | | | | E-Mail | Bob-Henning@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 | 20 | Number of Weeks | 5 |
| | | | | Contract Begins | 09/15/21 | Ends | 06/30/22 |
| Home Phone | | Business/Mobile Phone | | Master Contract Approved by the Governing Board on: | | | 06/24/21 |

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 | | | \$ 195.18 | PER DIEM | 169 | 20 | \$ 36,889.02 |
| B. RELATED SERVICES | | | | | | | | | |
| 1. Transportation | | | | | | | | | |
| a. Paid to NPS/A | | X | | | \$60.16/day | 1 RT/Daily | 169 | 20 | \$ 11,370.24 |
| b. Reimburse Parent | | | | | | | | | |
| 2. Counseling | | | | | | | | | |
| a. Group | | X | | | INCLUSIVE | 1x30min/wk | 36 | 5 | \$ - |
| b. Individual | | X | | | INCLUSIVE | 1x30min/wk | 36 | 5 | \$ - |
| c. Family | | | | | | | | | |
| 3. Adapted P.E. | | | | | | | | | |
| 4. Speech/Language | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |
| 5. Occupational Therapy | | | | | | | | | |
| a. Therapy | | | | | | | | | |
| b. Consultation | | | | | | | | | |

| B. RELATED SERVICES (cont'd) | PROVIDER | | | | Cost and Duration of Session | Number of Sessions per dy/wk/mo/yr | Maximum Number of Sessions | | Estimated Maximum Total Cost for Contracted Period |
|----------------------------------|----------|-----|-----|-----------------|------------------------------|------------------------------------|----------------------------|---------------------|--|
| | LEA | 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 | | | | | | | | | |
| 10. Residential Services | | | | | | | | | |
| a. Board and Care | | | | | | | | | |
| b. Mental Health Services | | | | | | | | | |
| c. Transportation Public Carrier | | | | | | | | | |
| | | | | | | A + B TOTAL COST | | \$ 48,259.26 | |

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 11,370.24

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 48,259.26

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 10/07/21

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 / OLIVE CREST ACADEMY-NORTH
 (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)