



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

10055 Slater Avenue
Fountain Valley, CA 92708

DRAFT October 6, 2022

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

- PLEDGE OF ALLEGIANCE

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 2nd _____
 V _____

STAFF REPORTS AND PRESENTATIONS

1. ED SERVICES UPDATE

Assistant Superintendent, Educational Services, Dr. Jerry Gargus, will provide the Board of Trustees with an Educational Services Update related to 2022 Summer Learning, 2022-23 Instructional Materials, and 2021-22 Student Achievement on CAASPP.

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. **BOARD POLICY 4040 EMPLOYEE USE OF TECHNOLOGY/ACCEPTABLE USE POLICY (SECOND READING AND ADOPTION)**

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The Board of Trustees recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting District and school operations, and improving access to and exchange of information. Board Policy 4040 Employee Use of Technology has been updated to reflect new language and guidelines for administrators and teachers.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves Board Policy 4040 Employee Use of Technology/Acceptable Use Policy for second reading and adoption with changes indicated by the Board.

- 4. **BOARD POLICY 6158 INDEPENDENT STUDY (SECOND READING AND ADOPTION)**

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On June 30, 2022, Governor Newsom approved education trailer bill Assembly Bill 181 that, along with other sections, amended provisions of the Education Code related to independent study. These changes to independent study requirements took effect immediately, and necessitate that Fountain Valley School District review and update Board Policy 6158.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves Board Policy 6158 Independent Study for second reading and adoption with changes indicated by the Board.

5. RESOLUTION 2023-08: AUTHORIZATION FOR TEACHING CREDENTIALS 2022-23 SCHOOL YEAR

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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 2023-08 approving the teaching assignments listed.

6. RESOLUTION 2023-09: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

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The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 6, 2022, 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 2023-09, 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.

7. RESOLUTION 2023-10: RECOGNITION OF OCTOBER 2022 AS DYSLEXIA AWARENESS MONTH

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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 2023-10 recognizing October 2022 as Dyslexia Awareness Month in the Fountain Valley School District.

8. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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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

- 8-A.** Board Meeting Minutes from September 1st regular meeting
- 8-B.** Board Meeting Minutes from September 8th special meeting
- 8-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 8-D.** Warrants
- 8-E.** Purchase Order Listing
- 8-F.** Budget Transfers and Adjustments

Consent Items

8-G. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT (QUARTER #1: JULY 1 – SEPTEMBER 30, 2022)

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the first quarter of the 2022-23 year and approves its submittal to the Orange County Department of Education.

8-H. APPROVE CHANGE ORDER #3 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 #3 for the Oka Elementary School Measure O HVAC and Modernization Project.

8-I. APPROVE CHANGE ORDER #3 FOR THE NEWLAND ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approve Change Order #3 for the Newland Elementary School Measure O HVAC and Modernization Project.

8-J. NOTICE OF COMPLETION OKA

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with West Coast Air Conditioning Co., Inc. for the Oka Elementary

School Preconstruction and Lease-Leaseback Services for Modernization and HVAC Project complete and authorize the Superintendent or his designee to file the appropriate Notice of Completion on behalf of the District.

8-K. 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 2022-2023 school year.

8-L. AGREEMENT FOR EXPANDED LEARNING OPPORTUNITIES FROM ELEVO, INC.

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with Elevo, Inc. for the 2022-23 school year at a cost of \$321,000.00, to be covered with funding received specifically to support the Expanded Learning Opportunities Program.

8-M. AGREEMENT FOR EXPANDED LEARNING OPPORTUNITIES FROM ARTS & LEARNING CONSERVATORY

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement with Arts & Learning Conservatory, Inc. for the 2022-23 school year at a cost of \$272,450.00, to be covered with funding received by the school district specifically to support the Expanded Learning Opportunities Program.

8-N. AGREEMENT FOR LIBRARY/INVENTORY MANAGEMENT SOFTWARE FROM FOLLETT SCHOOL SOLUTIONS.

Superintendent's Comments: It is recommended that the Board of Trustees approve Follett School Solutions to provide cloud hosted library and inventory management software for the 2022-2023 school year.

8-O. ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE'S 2021-2022 ANNUAL REPORT

Superintendent's Comments: It is recommended that the Board of Trustees accepts the Measure O Citizen's Bond Oversight Committee's 2021-2022 Annual Report.

8-P. AGREEMENT FOR KJMB SOLUTIONS, INC.

Superintendent's Comments: It is recommended that the Board of Trustees approves the KJMB Solutions contract for the 2022-2023 school year to verify and manage our ASQ Online survey results.

8-Q. INDEPENDENT CONTRACT FOR MAXIM HEALTHCARE STAFFING SERVICES, INC.

Superintendent’s Comments: It is recommended that the Board of Trustees approves the Maxim Healthcare Staffing Services, Inc. contract for the 2022-2023 school year.

8-R. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2022-2023-B

Superintendent’s Comments: It is recommended that the Board of Trustees approves Special Education Settlement Agreement 2022-2023-B.

8-S. 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
Beacon Day School	\$2,492.40	7/1/22-6/30/23
Speech and Language Development Center	\$10,600.00	7/1/22-6/30/23
Mardan School	\$50,106.36	8/25/22-6/22/23

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.
- **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.
- **Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services:** *Government Code 54956.5*

- **Public Employee Performance Evaluation: *Government Code 54957 and 54957.1***
The Board will discuss the progress of the Superintendent toward meeting the annual goals at this six-month mark.
- **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 10, 2022 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 moyersj@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 moyersj@fvsd.us or calling 714.843.3255.

Board meeting of October 6, 2022



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **2022 EDUCATIONAL SERVICES UPDATE**
DATE: September 18, 2022

Background:

Assistant Superintendent, Educational Services, Dr. Jerry Gargus, will provide the Board of Trustees with an Educational Services Update related to 2022 Summer Learning, 2022-23 Instructional Materials, and 2021-22 Student Achievement on CAASPP.

Recommendation:

It is recommended that the Board of Trustees accept the Educational Services Update Report presented during the Board Study Session on October 6, 2022.

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 6, 2022 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
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **BOARD POLICY 4040 EMPLOYEE USE OF
TECHNOLOGY/ACCEPTABLE USE POLICY (SECOND
READING & ADOPTION)**
DATE: October 3, 2022

Background:

The Board of Trustees recognizes that technological resources can enhance employee performance by offering effective tools for instruction, communication, and various district and school operations. Policy revisions have been made to reflect updated terminology and current needs in our community and society as a whole.

Recommendation:

It is recommended that the Board of Trustees approves Board Policy 4040 Employee Use of Technology/Acceptable Use Policy for Fountain Valley School District for second reading and adoption with changes and indicated by the Board of Trustees.

EMPLOYEE USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

The Board of Trustees recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting District and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. Professional development in appropriate information technology is available to all certified and classified employees through a dedicated professional development website all year.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agree to the Acceptable Use Agreement.

Employees shall be responsible for the appropriate use of digital communication and technology as stated in the Acceptable Use Agreement and shall use the district's technological resources only for purposes related to their employment. Such use is a privilege, which may be revoked at any time.

Employees should be aware that computer files and communications over electronic networks, including e-mail and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees or district operations without authority.

Online/Internet Services

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that prevents access to pornography and visual depictions that are obscene, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. Wireless access to the district's network must be approved, configured, and encrypted by district Technology Department staff. All other unauthorized wireless devices are to be considered a potential threat to the security of the district's network. Personal computers or wireless devices that can otherwise be used to bypass the district's web filter and are to be considered a violation of student and work place safety are not to be brought into the school/classroom. (20 USC 7001; 47 USC 254)

EMPLOYEE USE OF TECHNOLOGY/ACCEPTABLE USE POLICY (continued)

To ensure proper use of the systems, the Superintendent or designee may monitor employee use of technological resources, including e-mail, voice mail systems, and stored files, at any time without advance notice or consent. When passwords are used, they must be made available to the Superintendent or designee upon request so that he/she may have system access.

The Superintendent or designee shall establish administrative regulations and an Acceptable Use Agreement which outline employee obligations and responsibilities related to the use of district technology. He/she may also establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and or legal action in accordance with law, Board policy and administrative regulations.

The Superintendent or designee shall provide copies of related policies, regulations and guidelines to all employees who use the district's technological resources. Employees shall be required annually to acknowledge in writing that they have read and understood the District's Acceptable Use Agreement.

Use of cellular Phone or Mobile Communications Device

Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be referred to law enforcement officials as appropriate.

All Personnel

BP 4040(a)

EMPLOYEE USE OF TECHNOLOGY/ACCEPTABLE USE POLICY

The Board of Trustees recognizes that technological resources can enhance employee performance by offering effective tools to assist in providing a quality instructional program, facilitating communications with parents/guardians, students, and the community, supporting District and school operations, and improving access to and exchange of information. The Board expects all employees to learn to use the available electronic resources that will assist them in their jobs. ~~As needed, staff shall receive professional development in the appropriate use of these resources.~~ **Professional development in appropriate information technology is available to all certified and classified employees through a dedicated professional development website all year.**

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agree to the Acceptable Use Agreement.

Employees shall be responsible for the appropriate use of **digital communication and technology as stated in the Acceptable Use Agreement** and shall use the district's **electronic technological** resources only for purposes related to their employment. Such use is a privilege, which may be revoked at any time.

Employees ~~shall be notified~~ **should be aware** that computer files and communications over electronic networks, including e-mail and voice mail, are not private. Technological resources shall not be used to transmit confidential information about students, employees or district operations without authority.

Online/Internet Services

The Superintendent or designee shall ensure that all District computers with Internet access have a technology protection measure that prevents access to pornography and visual depictions that are obscene, and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. Wireless access to the district's network must be approved, configured, and encrypted by district Technology Department staff. All other unauthorized wireless devices are to be considered a potential threat to the security of the district's network. Personal computers or wireless devices that can otherwise be used to bypass the district's web filter and are to be considered a violation of student and work place safety are not to be brought into the school/classroom. (20 USC 7001; 47 USC 254)

EMPLOYEE USE OF TECHNOLOGY/ACCEPTABLE USE POLICY (continued)

To ensure proper use **of the systems**, the Superintendent or designee may monitor employee use of technological resources, including e-mail, voice mail systems, and stored files, at any time without advance notice or consent. When passwords are used, they must be made available to the Superintendent or designee upon request so that he/she may have system access.

The Superintendent or designee shall establish administrative regulations and an Acceptable Use Agreement which outline employee obligations and responsibilities related to the use of district technology. He/she may also establish guidelines and limits on the use of technological resources. Inappropriate use may result in a cancellation of the employee's user privileges, disciplinary action, and or legal action in accordance with law, Board policy and administrative regulations.

The Superintendent or designee shall provide copies of related policies, regulations and guidelines to all employees who use the district's technological resources. Employees shall be required annually to acknowledge in writing that they have read and understood the District's Acceptable Use Agreement.

Use of cellular Phone or Mobile Communications Device

Any employee that uses a cell phone or mobile communications device in violation of law, Board policy, or administrative regulation shall be subject to discipline and may be referred to law enforcement officials as appropriate.



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: **BOARD POLICY 6158 INDEPENDENT STUDY (SECOND
READING & ADOPTION)**
DATE: October 3, 2022

Background:

On June 30, 2022, Governor Newsom approved education trailer bill Assembly Bill 181 that, along with other sections, amended provisions of the Education Code related to independent study. These changes to independent study requirements took effect immediately, and necessitate that Fountain Valley School District review and update Board Policy 6158.

Fiscal Impact:

There is potentially a positive fiscal impact associated with the adoption of Board Policy 6158 Independent Study as the District will be able to capture funding associated with ADA for students that complete and submit work associated with an Independent Study.

Recommendation:

It is recommended that the Board of Trustees approves Board Policy 6158 Independent Study for Fountain Valley School District for second reading and adoption with changes as indicated by the Board of Trustees.

INDEPENDENT STUDY

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. ~~As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.~~

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 **registered by law**. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be ~~three~~ **five** consecutive school days.

An individual with exceptional needs, as defined in Education Code Section 56026, may participate in independent study, if the pupil's individualized education program (IEP) specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study, the pupil's individualized education program team shall make an individualized determination as to whether the pupil can receive a free appropriate public education (FAPE) in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement. (Education Code 51745(c))

A temporarily disabled pupil may receive individual instruction pursuant to Education Code Section 48206.3 through independent study. Education Code 51745(d)

General Independent Study Requirements

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745) FVSD may meet the requirement to offer independent study during the 2021-22 school year by contracting with a county office of~~

INDEPENDENT STUDY (continued)

~~education or by entering into an interdistrict transfer agreement with another school district pursuant to Section 46600.~~

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, **for all grades and programs in independent study**, the maximum length of time which may elapse between the time the assignments are made and the date by which the pupil must complete the assigned work is fourteen consecutive school days for short-term independent study and no more than 20 consecutive school days. ~~assignments shall be completed no more than two weeks (ten school days) after assigned for all grade levels and types of program.~~ However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

~~An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)~~

- ~~1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060~~
- ~~2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments~~
- ~~3. Learning required concepts, as determined by the supervising teacher~~
- ~~4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher~~

The Superintendent or designee shall provide appropriate existing services and instructional resources to enable pupils to complete their independent study successfully and shall ensure the same access to all existing services and resources in the school in which the pupil is enrolled as is available to all other pupils in the school. (Education Code 51746). The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge that is substantially equivalent to in-person instruction.

INDEPENDENT STUDY (continued)

Pupils requesting independent study and their parents/guardians should recognize that independent study at the elementary level realistically must emphasize a commitment on the part of the student's parents/guardians. At the secondary level, the major commitment must be made by the student, assisted or supported as necessary by parents and others who may assist directly with instruction

~~The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)~~

- ~~1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction~~
- ~~2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction~~

~~The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)~~

- ~~1. _____ Verification of current contact information for each enrolled student~~
- ~~2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation~~
- ~~3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary~~
- ~~4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being~~

~~The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)~~

~~The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)~~

INDEPENDENT STUDY (continued)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

~~Master Agreement~~ **Written Agreement**

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.~~

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study master agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The **manner, time, frequency, and place**, for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources **including materials and personnel**, that will be made available to the student. ~~including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work~~
4. A statement of the Board's policy detailing the maximum length of time, **by grade level and type of program**, allowed between an assignment and its completion, **and** the level of satisfactory educational progress, ~~and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study~~

INDEPENDENT STUDY (continued)

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement. ~~, with a maximum of one school year~~

6. A statement of the ~~number of course credits or, for the elementary grades, other~~ measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

~~9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction~~

~~10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.~~

~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.~~

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

INDEPENDENT STUDY (continued)

~~In the event that a student exceeds the short term independent study window of three to~~

~~fourteen days, a student parent teacher conference will be conducted by phone, video conference, or in person to determine the best course of instruction for the student. Should the independent study format be the agreed upon option, the provisions pursuant to AB 130 (long-term independent study) will apply.~~

~~Student-Parent-Educator Conferences~~

~~A student parent educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)~~

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1.A copy of the Board policy, administrative regulation, and other procedures related to independent study

2.A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8. ~~and the course credits attempted by and awarded to students in grades 9-12 and adult education~~

3.A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

4.~~As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of~~ Student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

5.~~Appropriate documentation of compliance with the teacher student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)~~

6.Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of

BP 6158(g)

INDEPENDENT STUDY (continued)

the independent study of each student by a district employee who possesses a valid certification

document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

~~The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as non-participatory for that school day. (Education Code 51747.5)~~

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document ~~of student engagement, for each class,~~ of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Program Evaluation

~~The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.~~

~~(cf. 0500—Accountability)~~

~~(cf. 5121—Grades/Evaluation of Student Achievement)~~

~~(cf. 6162.5—Student Assessment)~~

~~Legal Reference: (see next page)~~

Policy
Adopted: January 12, 2017
Revised: September, 2021
Revised: October 6, 2022

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

INDEPENDENT STUDY

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 **registered by law**. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be ~~three~~ **five** consecutive school days.

An individual with exceptional needs, as defined in Education Code Section 56026, may participate in independent study, if the pupil's individualized education program (IEP) specifically provides for that participation. If a parent or guardian of an individual with exceptional needs requests independent study, the pupil's individualized education program team shall make an individualized determination as to whether the pupil can receive a free appropriate public education (FAPE) in an independent study placement. A pupil's inability to work independently, the pupil's need for adult support, or the pupil's need for special education or related services shall not preclude the individualized education program team from determining that the pupil can receive a free appropriate education in an independent study placement. (Education Code 51745(c))

A temporarily disabled pupil may receive individual instruction pursuant to Education Code Section 48206.3 through independent study. Education Code 51745(d)

General Independent Study Requirements

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

INDEPENDENT STUDY (continued)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, **for all grades and programs in independent study**, the maximum length of time which may elapse between the time the assignments are made and the date by which the pupil must complete the assigned work is fourteen consecutive school days for short-term independent study and no more than 20 consecutive school days. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

The Superintendent or designee shall provide appropriate existing services and instructional resources to enable pupils to complete their independent study successfully and shall ensure the same access to all existing services and resources in the school in which the pupil is enrolled as is available to all other pupils in the school. (Education Code 51746). The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards that is substantially equivalent to in-person instruction.

Pupils requesting independent study and their parents/guardians should recognize that independent study at the elementary level realistically must emphasize a commitment on the part of the student's parents/guardians. At the secondary level, the major commitment must be made by the student, assisted or supported as necessary by parents and others who may assist directly with instruction.

Written Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study master agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The **manner, time, frequency, and place**, for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources **including materials and personnel**, that will be made available to the student.

INDEPENDENT STUDY (continued)

4. A statement of the Board's policy detailing the maximum length of time, **by grade level and type of program**, allowed between an assignment and its completion, **and** the level of satisfactory educational progress.
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement.
6. A statement of the measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

INDEPENDENT STUDY (continued)

4. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document ~~of student engagement, for each class,~~ of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

Policy
Adopted: January 12, 2017
Revised: September, 2021
Revised: October 6, 2022

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT

MEMORANDUM

TO : Board of Trustees
FROM : Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT : **RESOLUTION 2023-08: AUTHORIZATION FOR
TEACHING CREDENTIALS 2022-2023 SCHOOL YEAR**
DATE : September 26, 2022

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 adopt Resolution 2023-08 to approve the teaching assignments listed.

FOUNTAIN VALLEY SCHOOL DISTRICT
RESOLUTION NO 2023-08
2022-2023 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
MacDonald, Elena	Drama
Trimm, Amy	English

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/Stop Motion Animation
Ayalde, Samantha	Exploratory/Web 8
Brignardello, Alyssa	Exploratory/Robotics
Brignardello, Alyssa	Exploratory/Woodshop
Franks, Robin	Exploratory/Peer Assistance
Hall, Scott	Exploratory/Woodshop
Ho, Cathy	Exploratory/Robotics

Howard, Loren	Exploratory/Woodburning
James, Brooke	Exploratory/Public Speaking
Jara, Amy	Exploratory/Google Classroom
Khavari, Valeh	Exploratory/Design/Model
Marbut, Jeff	Exploratory/Coding
Merlos, Zobeida	Exploratory/Design/Model
Merlos, Zobeida	Exploratory/Robotics
Nguyen, Kim	Exploratory/Peer Assistance
Parra, Eve	Exploratory/Public Speaking
Renaud, Jennifer	Exploratory/Study Skills
Shiver, Dorian	Exploratory/Robotics
Smith, Mary	Exploratory/Mindfulness
Vivar, Rolando	Exploratory/Peer Assistance
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 06, 2022 by the following vote:

Ayes: _____
 Nays: _____
 Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, _____, 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 6th day of October, 2022.

 Clerk of the Governing Board



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Assistant Superintendent, Educational Services
SUBJECT: RESOLUTION 2023-09: CERTIFICATION OF PROVISION OF
STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS
DATE: October 3, 2022

Background:

The Board of Trustees of the Fountain Valley School District shall hereby certify that as of October 6, 2022, 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 6, 2022. 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 shall hereby certify 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 2022-23

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 6, 2022, at 6:30 p.m., 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 2022-23 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 2022-23 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 Board of Trustees at a regular meeting of the said board held at Fountain Valley, California on the 6th day of October, 2022.

ATTEST:

Lisa Schultz, President

Katherine Stopp, Ed.D. Secretary



Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Superintendent
SUBJECT: **RESOLUTION 2023-10 RECOGNITION OF OCTOBER 2022 AS
DYSLEXIA AWARENESS MONTH**
DATE: October 3, 2022

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 2023-10 recognizing October as Dyslexia Awareness Month in the Fountain Valley School District.



Fountain Valley School District

RESOLUTION NUMBER 2023-10

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 2022, 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 6, 2022 and received the following vote:

PASSED AND ADOPTED By the Governing Board on October 6, 2022 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 6th day of October, 2022.

_____ 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

September 1, 2022

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

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

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

AGENDA APPROVAL

Second: Mr. Schultz

Vote: 5-0

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 District for the fiscal year 2021-22.

UNAUDITED
ACTUALS FOR
FISCAL YEAR 2021-22
(ORAL AND
WRITTEN)

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo's activities since the last meeting included: the August 31st Kick Off, where 15, 20 & 25 year employees were recognized, the farewell for Rina Lucchese and a Board Workshop on District Priorities
Mrs. Crandall thanked Dr. Gargus and the Ed Services team on the 20+ professional development trainings they hosted for teachers and staff. Her activities since the last meeting included: CSBA

Webinar on Collective Bargaining, the Safe Schools Task Force, Safe Schools Summit and New Teacher orientation to name a few. Mr. Schultz’s activities since the last meeting included: walking Gisler Elementary and a Board Workshop on District Priorities. Mr. Cuneen’s activities since the last meeting included: A Governance Workshop on Saturday, August 27, 2022 which helped establish working norms and focused on a one vote mindset.

Mrs. Schultz’s made note of the resources available at our wonderful local libraries. Her activities since the last meeting included: A Board Workshop focused on Board Priorities on Saturday, August 27th

PUBLIC COMMENTS

There were six requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion:	Mrs. Crandall moved to approve the updated Board Policy 4040 Employee Use of Technology/Acceptable Use Policy	UPDATES TO BOARD POLICY 4040 EMPLOYEE USE OF TECHNOLOGY/ACCEPTABLE USE POLICY
Second:	Mrs. Galindo	
Vote:	5-0	
Motion:	Mr. Cunneen moved to approve the updated Board Policy 6158 Independent Study.	UPDATES TO BOARD POLICY 6158 INDEPENDENT STUDY
Second:	Mr. Schultz	
Vote:	5-0	
Motion:	Mrs. Galindo moved to adopt the updated Board Policy 6144 Controversial Issues.	UPDATES TO BOARD POLICY 6144 CONTROVERSIAL ISSUES
Second:	Mr. Cuneen	
Vote:	5-0	
Motion:	Mrs Galindo moved to approve the Consent Calendar minus item 5-S.	CONSENT CALENDAR
Second:	Mr. Cunneen	

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from August 4th regular meeting
- Board Meeting Minutes from August 27th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Orders
- Notice of Completion Newland
- Record of Eighth Grade Promotion, June 2022
- Resolution 2023-07: Gann Amendment Appropriations Limitation
- 2020-21 Capital Facilities Fund / Developer Fees
- Unaudited Actuals for Fiscal Year Ending 2021-2022
- Educational Services Approved Independent Contractor List
- Approval of Contract between Fountain Valley School District and Orange County Department of Education to provide GATE Certification Training Program for 3rd – 8th Grade Teachers.
- Adoption of the Expanded Learning Opportunity Program (ELOP) Plan
- Approval of Agreement with Language Tree Online, Inc.
- GATE Training Masuda
- California State Preschool Program Contract 2022-2023 School Year
- Non-Public Agency Contracts

Non-public School/Agency	100% Contract Cost	Effective Dates
Mardan School	\$1,010.81	4/26/22-6/30/22
Mardan School	(\$85.00)	6/1/22-6/30/22

Motion: Mrs Crandall moved to approve the Agreement for District Participation in the Twilight Education Project

AGREEMENT FOR DISTRICT PARTICIPATION IN THE TWILIGHT EDUCATION PROJECT

Second: Mrs. Galindo

Vote: 5-0

SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Stopp Dr. Stopp clarified BP 6144 Controversial Issues language. She shared that great strides have been made in regards to curriculum and safety in FVSD and that communicating our progress and next steps to the community in these and all other areas is a priority.

CLOSED SESSION

Mrs. Schultz 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.

ADJOURNMENT

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

ADJOURNMENT

Second: Mr. Cunneen

Vote: 5-0

/jm

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

SPECIAL MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

September 8, 2022

MINUTES

President Schultz called the special meeting of the Board of Trustees to order at 5:31 p.m.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mrs. Galindo moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

The Pledge of Allegiance was led by Mr. Cunneen

PLEDGE OF
ALLEGIANCE

SPECIAL PRESENTATIONS

Superintendent Dr. Katherine Stopp joined the Board of Trustees in welcoming the newest member of the FVSD Family, Jenny Salberg. Ms. Salberg joins FVSD as Principal, Fulton Middle School. In addition, Dr. Stopp joined the Board in congratulating Joy Moyers on her new role as Public Information Officer/Executive Assistant to the Superintendent.

INTRODUCTION OF
JENNY SALBERG AND
JOY MOYERS

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to approve the Consent Calendar/Routine items of Business.

CONSENT
CALENDAR

Second: Mr. Cunneen

Vote: 5-0

The Consent Calendar included:

- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- District priorities

ADJOURNMENT

Motion: Mrs. Crandall moved to adjourn the meeting at 6:17 p.m. ADJOURNMENT

Second: Mr. Cuneen

Vote: 5-0

/jm

FOUNTAIN VALLEY SCHOOL DISTRICT
October 6, 2022

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Lindsey, Kaitlyn	Kindergarten	Gisler	Maternity/Child Bonding	9/6/2022
1.1.2	Micle, Jessica	Speech/Language	Fulton/Masuda	Maternity	11/28/2022
1.1.3	Rose, Jennifer	Math	Fulton	Maternity	9/26/2022
1.1.4	Velasco, Giovanni	RSP	Fulton	Child Bonding	11/17/2022
1.1.5	Vivar, Rolando	Math	Fulton	Child Bonding	10/3/2022

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2022-2023 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.2.1	Rasch, Mary	3 rd Grade	Tamura	1.0
1.2.2	Dorantes, Jessica	PE Teacher	Fulton	0.5
1.2.3	Nguyen, Princeton	TK-5 th PE / 6 th -8 th PE	Various Elem. Sites / Masuda	1.0
1.2.4	Cunningham, Karen	TK-5 th Grade Intervention	Courreges	0.7
1.2.5	Jeskie, Jennifer	TK-5 th Grade Intervention	Cox	0.7
1.2.6	Mitchell, Malcolm	TK-5 th Grade Intervention	Gisler	0.7
1.2.7	Sweeney, Jill	TK-5 th Grade Intervention	Newland	0.7
1.2.8	Gancherov, Amy	TK-5 th Grade Intervention	Newland	0.5
1.2.9	Hogan, Jennifer	TK-5 th Grade Intervention	Oka	0.7
1.2.10	Lagana, Jaymie	TK-5 th Grade Intervention	Oka	0.5
1.2.11	Marbut, Maura	TK-5 th Grade Intervention	Plavan	0.7
1.2.12	Zebarth, Laurie	TK-5 th Grade Intervention	Tamura	0.7

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CERTIFICATED EMPLOYEE(S):

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.3.1	Hawk, Stacey	6 th -8 th Grade PE	Masuda	9/9/2022

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS THE RELEASE OF THE FOLLOWING CERTIFICATED EMPLOYEE(S) ON TEMPORARY CONTRACT:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.4.1	Dorn, Rebecca	SDC Mod/Severe	Newland	9/23/2022

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SPORTS TOURNAMENT CALENDAR FOR 2022-2023 SCHOOL YEAR (see attachments).

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
October 6, 2022**

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	Flavia, Heather	Talbert	IA Moderate/Severe	Personal	09/07/2022
2.1.2	Williams, Jayne	Plavan	Noon Duty Aide	Sick Leave	09/07/2022
2.1.3	Trinh, Nien	Rover	Food Service Worker	Family Illness	09/07/2022
2.1.4	Dalton, Monica	Tamura	Instructional Assistant	Sick Leave	09/07/2022
2.1.5	Freeman, Sharai	Newland	Health Assistant	Sick Leave	09/17/2022

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Austin, Jamie	Masuda	Noon Duty Aide	06/23/2022
2.2.2	McKeever, Laura	Talbert	Noon Duty Aide	06/23/2022
2.2.3	Macias, Mariah	Talbert	Food Service Worker	06/23/2022
2.2.4	Nepo, Bruno	Rover	Food Service Worker	06/23/2022
2.2.5	Lee, Karina	Fulton	Noon Duty Aide	06/23/2022
2.2.6	Levy, Jay	Oka	Noon Duty Aide	06/23/2022
2.2.7	Lucchese, Rina	District Office	Executive Assistant/PIO	08/19/2022
2.2.8	Reyes, Natalie	Courreges	ESP Assistant	09/07/2022
2.2.9	Luu, Courtney	Oka	Preschool Instructor	08/29/2022
2.2.10	Linares, Lisa	Fulton	IA- Applied Behavior Analysis	06/23/2022
2.2.11	Gutierrez, Crystal	Gisler	ESP Coordinator	09/09/2022
2.2.12	Newell, Brittny	Courreges	Noon Duty Aide	09/16/2022
2.2.13	Mai, Nhi	Newland	ESP Instructor	09/16/2022
2.2.14	Crooks, Sharon	Courreges	Noon Duty Aide	10/15/2022

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Franzoy, Corinne	Oka	Instructional Assistant	06/23/2022
2.3.2	Benner, Steve	Maintenance	Maintenance & Operations Coordinator	01/04/2023

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Reyes, Natalie	Courreges	ESP Assistant	09/07/2022
2.4.2	Kheir, Teresa	Rover	Food Service Worker	09/07/2022
2.4.3	Mondragon, Mark	Tamura	Custodian	09/07/2022
2.4.4	Centeno, Ivan	Plavan	Custodian	09/07/2022
2.4.5	Maciel, Victor	Cox	Custodian	09/07/2022
2.4.6	Cano, Rogelio	Courreges	Custodian	09/07/2022
2.4.7	Fillet, Lauren	Talbert	IA Mild/Moderate	09/07/2022
2.4.8	Bonsignore, Danielle	Talbert	Library/Media Technician	09/07/2022
2.4.9	Allen, Teresa	Newland	ESP Assistant	09/07/2022
2.4.10	Phan, Diem Huong	Masuda	IA-Bilingual	09/07/2022
2.4.11	Cisneros, Carolyn	Rover	Food Service Worker	09/07/2022
2.4.12	Ingertson, Kelly	Gisler	Noon Duty Aide	09/07/2022
2.4.13	Miller, Stephanie	Masuda	Library/Media Technician	09/07/2022
2.4.14	DePersis, Laura	Talbert	IA Moderate/Severe	09/07/2022
2.4.15	Trieu, Karina	Newland	Instructional Assistant & Noon Duty Aide	09/07/2022
2.4.16	Pedraza, Nelida	Courreges & Fulton	IA- Bilingual	09/07/2022
2.4.17	Bhakta, Shiragi	Gisler	Library/Media Technician	09/07/2022
2.4.18	Mello, Madison	Masuda	Noon Duty Aide	09/07/2022
2.4.19	Hart, Christine	Courreges	Health Assistant	09/07/2022
2.4.20	Berber, Lurdes	Rover	Food Service Worker	09/07/2022
2.4.21	Bustillos, Kiara	Plavan	Noon Duty Aide	09/13/2022
2.4.22	Newell, Brittny	Rover	Food Service Worker	09/19/2022
2.4.23	Razo Jr, Mariano	Talbert	Custodian	09/19/2022

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING RE-HIRED CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.5.1	Silva, Keziah	Cox	ESP Coordinator	09/07/2022
2.5.2	Deutschmann, Kimberly	Oka CDC	Preschool Instructor	09/07/2022
2.5.3	Bustillos, Mario	Transportation	Bus Driver	09/07/2022
2.5.4	Laguna, Devyn	Oka	ESP Assistant	09/19/2022

2.6 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>
2.6.1	Hightower, Teresa	ESP Instructor	ESP Coordinator	09/07/2022
2.6.2	Powers, Audrey	ESP Assistant	Instructional Assistant	09/07/2022
2.6.2	Blanke, Anna	Preschool Assistant	Instructional Assistant	09/07/2022
2.6.3	Moyers, Joy	Sr. Administrative Assistant	Executive Assistant/PIO	09/12/2022

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

October 6, 2022

EDUCATIONAL SERVICES

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	ALLEN, Emi (Courreges) HOPKINS, Jennifer (Cox) KURTZ, Heather (Fulton) LINDSEY, Kaitlyn (Gisler) WADHWANI, Sara (Masuda) BLANCHARD, Kelly (Newland) LIPMAN, Hannah (Oka) SUMMERHAYS, Jill (Plavan) JOHNSON, Jannette (Talbert) VANVOY, Allison/HOM, Becca (Tamura)	Art Coordinator at their school site	\$2,000 stipend per school site	01-407-0075-1115	2022/2023 school year
3.2	HISGEN, Jen (Courreges) BUCK, Niki (Cox) BRIGNARDELLO, Alyssa (Fulton) LOPEZ, Penny (Gisler) JARA, Amy (Masuda) MARCZINKO, Jenna (Newland) HUBBARD, Randi (Oka) VOSS, Lauren (Plavan) MARLEY, Kayla (Talbert) OSBORNE, Daryl (Tamura)	Technology Coordinator at their school site	\$1,500 stipend per school site	01-005-9077-1115	2022/2023 school year
3.3	DAVIS, Mary Joy (Courreges) CARRASCO, Christine (Cox) TRESTIK, Staci (Fulton) VALDIVIA, (Gisler) FOUSE, Erin (Masuda) GRUNWALD, Nicole (Newland) CRUZ, Michelle (Oka) YILMAZ, Sibel (Plavan) JOHNSON, Jannette (Talbert) HOM, Rebecca (Tamura)	EL Coordinator at their school site	\$1,000 stipend per school site	01-002-8055-1115	2022/2023 school year
3.4	NAUGHTON, Kathleen (Courreges) O'DONNELL, Kim (Cox) FOCKLER, Beth (Fulton) SHOFALL, Whitney (Gisler) RENAUD, Jennifer (Masuda) JOHNSTON, Terry (Newland) CRUZ, Michelle (Oka) WILSON, Tara (Plavan) TRIMM, Amy (Talbert) HUELLE, Debbie (Tamura)	GATE Lead Teacher at their school site	\$1,000 stipend per school site	01-229-9967-1115	2022/2023 school year
3.5	VARRONE, Amanda (Courreges)	School Site Prevention	\$2,000 stipend per school site	01-267-9962-1115	2022/2023 school year

HARVEST, Emily (Cox) Coordinator
TRESTIK, Staci (Fulton)
TRILLO, Michelle (Gisler)
JARA, Amy (Masuda)
JOHNSTON, Terry (Newland)
VANASSE, Cindy (Oka)
CRAIG, Jessica (Plavan)
RUTTER, Kelly
KING, Cheyenne (Talbert)
SPIRK, Sara (Tamura)
(Support Services)

3.6 DAVIS, Mary Jo (Courreges) 504 Coordinator \$2,000 stipend per 01-229-9967-1115 2022/2023 school year
SMITH, Kellie (Cox) at their school site school site
TRESTIK, Staci (Fulton)
MILLER, Erik (Gisler)
JARA, Amy (Masuda)
JOHNSTON, Terry (Newland)
COWPER, Katie (Oka)
CRAIG, Jessica (Plavan)
KING, Cheyenne (Talbert)
HOM, Rebecca (Tamura)
(Support Services)



FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: All Schools
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Sport Tournament Dates**
DATE: September 1, 2022

Please note the tournament dates for the **2022-2023** 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, 11/09/2022	SOCCER	TALBERT MIDDLE SCHOOL
Wednesday, 03/01/2023	VOLLEYBALL	FULTON MIDDLE SCHOOL
Wednesday, 04/19/2023	BASKETBALL	MASUDA MIDDLE SCHOOL
Wednesday, 06/14/2023	TRACK and FIELD	FULTON MIDDLE SCHOOL

Board Approved: _____

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING OCT 06, 2022**

To: Christine Fullerton
From: Thuong Nguyen
Subject: Warrant Listing and ACH Payments
Warrant Numbers: 96087 - 96375
Dates: 8/25/2022 - 9/21/2022

Fund 01	General Fund	902,903.34
Fund 12	Child Development	12,692.82
Fund 13	Cafeteria	9,376.77
Fund 14	Deferred Maintenance	-
Fund 22	GOB 2016 Election	-
Fund 23	GOB 2016 Election	-
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	1,361,981.20
Fund 68	Worker Comp	85,081.91
Fund 69	Insurance	82,825.86
TOTAL		\$ 2,454,861.90

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20M4044	SOUTHERN COUNTIES OIL	2,852.89	1,426.44	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
			1,426.45	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
S20M4045	ORANGE COUNTY FIRE PROTECTION	8,478.51	8,478.51	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4046	ORANGE COUNTY FIRE PROTECTION	2,872.28	2,872.28	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4047	FOUNDATION BUILDING MATERIALS	1,598.15	1,598.15	012868989 4345	Maintenance / Maintenance Supplies
S20M4048	TIME AND ALARM SYSTEMS INC.	7,705.50	7,705.50	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4049	WALTERS WHOLESALE ELECTRIC CO	500.00	500.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4050	VILLAGE NURSERIES	1,000.00	1,000.00	012899390 4343	Gardening / Gardening Supplies
S20M4072	GRUETT TREE COMPANY INC	2,400.00	2,400.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
S20M4073	AAA ELECTRIC MOTOR SALES & SER	267.16	267.16	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4074	GRUETT TREE COMPANY INC	2,500.00	2,500.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
S20M4075	FILTERBUY INC	10,559.62	10,559.62	012130089 4345	ESSER III - Custodial / Maintenance Supplies
S20M4094	UNIVERSAL ASPHALT CO INC	950,000.00	950,000.00	012839390 6299	Maintenance - Cap Facilities / Other Building & Improvement
S20M4095	INCOTECHNIC INC.	70,000.00	70,000.00	012839390 6299	Maintenance - Cap Facilities / Other Building & Improvement
S20M4101	NORM'S REFRIGERATION & ICE EQU	255.91	255.91	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4102	WALTERS WHOLESALE ELECTRIC CO	130.93	130.93	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4103	UNITED RENTALS	48.94	48.94	012868989 5560	Maintenance / Fuel
S20M4104	WESTERN ILLUMINATED PLASTICS	989.58	989.58	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4105	PW ATHLETIC MFG CO. PATTERSON-	5,000.00	5,000.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4106	GRUETT TREE COMPANY INC	975.00	975.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
S20M4107	SI HEALTH GROUP LLC	12,786.60	12,786.60	012130089 4345	ESSER III - Custodial / Maintenance Supplies
S20M4176	LYTLE SCREEN PRINTING INC.	672.36	672.36	012868989 5860	Maintenance / Permits & Fees
S20M4177	UNITY SCHOOL BUS PARTS	3,316.35	3,316.35	016919395 4345	7240 Special Ed Transportation / Maintenance Supplies
S20R0301	BARNES AND NOBLE	618.51	618.51	011500000 4310	New School Yr/Teacher Prof Dev / Instructional Supplies
S20R0318	E3 DIAGNOSTICS	2,000.00	2,000.00	012739963 5645	Medi-Cal Billing-Health Serv. / Outside Srvs-Repairs & Maint
S20R0362	BARNES AND NOBLE	127.89	127.89	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0364	COMMITTEE FOR CHILDREN	4,730.64	4,730.64	010113755 4310	Title I - Oka / Instructional Supplies
S20R0365	COUGHLAN COMPANIES INC	3,522.33	3,522.33	010113755 4310	Title I - Oka / Instructional Supplies
S20R0366	AMAZON.COM LLC	240.64	240.64	010113755 4310	Title I - Oka / Instructional Supplies
S20R0367	WILSON LANGUAGE TRAINING CORPO	3,244.49	3,244.49	010113755 4310	Title I - Oka / Instructional Supplies
S20R0368	HEINEMANN	222.06	222.06	010113755 4310	Title I - Oka / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20R0369	BOOKSOURCE	484.76	484.76	010113755 4310	Title I - Oka / Instructional Supplies
S20R0370	LAKESHORE EQUIPMENT COMPANY	200.00	200.00	010113755 4310	Title I - Oka / Instructional Supplies
S20R0371	AMAZON.COM LLC	65.09	65.09	012059385 4330	Publications / Printing/Xerox Supplies
S20R0372	CDWG	3,200.03	3,200.03	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0373	DILIGENT CORPORATION	5,500.00	5,500.00	012719165 4325	Superintendent / Office Supplies
S20R0376	MCGRAW-HILL EDUCATION INC.	2,249.59	2,249.59	015500060 4310	Special Ed Shared Prog-DHH / Instructional Supplies
S20R0377	APPLE EDUCATION FINANCE	324.07	324.07	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
S20R0378	MINDWORKS INNOVATIONS, INC	1,074.45	1,074.45	010113255 4310	Title I - Cox / Instructional Supplies
S20R0380	LEVEL 27 MEDIA	323.01	35.89	010013131 4325	Sch Site Instr - Gisler / Office Supplies
			35.89	010013232 4325	Sch Site Instr - Cox / Office Supplies
			35.89	010014747 4325	Sch Site Instr - Courreges / Office Supplies
			35.89	010142929 4325	Sch Site Instr - Fulton / Office Supplies
			35.89	010143838 4325	Sch Site Instr - Talbert / Office Supplies
			35.89	012721000 4325	School Admin - Tamura / Office Supplies
			71.78	012721616 4325	Sch Site Admin - Newland / Office Supplies
			35.89	015999860 4325	Special Ed - Administration / Office Supplies
S20R0381	SCHOLASTIC BOOK ORDERS	1,982.47	1,982.47	010113755 4310	Title I - Oka / Instructional Supplies
S20R0382	STAPLES	512.27	512.27	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0383	EDGEWOOD PRESS INC.	737.56	737.56	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
S20R0384	SOUTHWEST SCHOOL AND OFFICE SU	4,500.00	4,500.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
S20R0385	SOUTHWEST SCHOOL AND OFFICE SU	600.00	600.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
S20R0386	LITERACY RESOURCES LLC	714.06	714.06	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0387	LEVEL 27 MEDIA	1,256.30	1,256.30	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
S20R0388	SMART & FINAL	2,000.00	2,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
S20R0390	HERZOG, JENNA & STEVEN	4,400.00	4,400.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
S20R0392	HERZOG, JENNA & STEVEN	15,150.00	15,150.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
S20R0395	FOLLETT CONTENT SOLUTIONS LLC	4,304.76	4,304.76	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0396	INSPIRIT GROUP LLC	850.50	850.50	012849380 5450	Fiscal Services / Other Insurance
S20R0397	APPLE EDUCATION FINANCE	2,229.39	2,229.39	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
S20R0398	STAPLES	70.68	70.68	012723838 4310	Sch Site Admin - Talbert / Instructional Supplies
S20R0399	MOMENTUM IN TEACHING LLC	7,600.00	7,600.00	011500000 5215	New School Yr/Teacher Prof Dev / Staff Development
S20R0400	SURPLUS TWO WAY RADIOS	1,251.48	1,251.48	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20R0402	GOPHER SPORTS EQUIPMENT	12,337.60	10,800.66	015004275 4310	Elementary Physical Education / Instructional Supplies
			1,536.94	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0403	GOPHER SPORTS EQUIPMENT	9,492.54	7,945.90	015004275 4310	Elementary Physical Education / Instructional Supplies
			1,546.64	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0405	GOPHER SPORTS EQUIPMENT	11,566.35	9,486.29	015004275 4310	Elementary Physical Education / Instructional Supplies
			2,080.06	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0407	GOPHER SPORTS EQUIPMENT	9,492.45	7,945.90	015004275 4310	Elementary Physical Education / Instructional Supplies
			1,546.55	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0408	GOPHER SPORTS EQUIPMENT	10,262.00	8,715.45	015004275 4310	Elementary Physical Education / Instructional Supplies
			1,546.55	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0409	GOPHER SPORTS EQUIPMENT	11,566.35	10,019.71	015004275 4310	Elementary Physical Education / Instructional Supplies
			1,546.64	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0410	GOPHER SPORTS EQUIPMENT	10,183.71	8,103.74	015004275 4310	Elementary Physical Education / Instructional Supplies
			2,079.97	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0412	SWEETWATER SOUND LLC	3,610.40	826.46	015004275 4399	Elementary Physical Education / Equipment Under \$500
			2,783.94	015004275 4410	Elementary Physical Education / Fixed Assets \$500-\$5000
S20R0413	STAPLES	1,120.12	1,120.12	012129078 4399	Lottery Instructional Material / Equipment Under \$500
S20R0414	SCHOLASTIC INC.	2,233.73	2,233.73	010113755 4310	Title I - Oka / Instructional Supplies
S20R0415	SOUTHWEST SCHOOL AND OFFICE SU	418.21	418.21	010113755 4310	Title I - Oka / Instructional Supplies
S20R0416	STAPLES	1,158.05	1,158.05	012129078 4399	Lottery Instructional Material / Equipment Under \$500
S20R0417	STAPLES	1,372.11	1,372.11	012129078 4399	Lottery Instructional Material / Equipment Under \$500
S20R0420	HOME DEPOT	1,500.00	1,500.00	010143889 4311	Donations - Talbert / Elective Supplies
S20R0421	STAPLES	4,449.17	4,449.17	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0423	LITERACY RESOURCES LLC	987.60	987.60	013211616 4310	ES Reading Support-Newland / Instructional Supplies
S20R0424	BOOKSOURCE	2,848.59	1,481.27	010018255 4310	Title I - Instructional / Instructional Supplies
			1,367.32	011400075 4310	standards-Aligned Instrct Mats / Instructional Supplies
S20R0426	APPLE EDUCATION FINANCE	1,125.56	1,125.56	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
S20R0427	LAKESHORE EQUIPMENT COMPANY	525.70	525.70	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0428	AMAZON.COM LLC	3,214.79	3,214.79	011500000 4310	New School Yr/Teacher Prof Dev / Instructional Supplies
S20R0429	LEARNIX LLC	1,367.52	1,367.52	015989860 5826	Special Ed DO - Instruction / Licensing/Software,Maint/Supp
S20R0430	LAKESHORE EQUIPMENT COMPANY	1,024.39	1,024.39	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0431	LAKESHORE EQUIPMENT COMPANY	419.48	419.48	012809200 4310	Universal TK-Instructional / Instructional Supplies

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S20R0432	LEVEL 27 MEDIA	53.83	53.83	015999860 4325	Special Ed - Administration / Office Supplies
S20R0433	LAKESHORE EQUIPMENT COMPANY	903.24	903.24	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0434	CMC SOUTH	4,830.00	4,830.00	011500275 5210	District Prof Dev / Travel, Conference, Workshop
S20R0435	LAKESHORE EQUIPMENT COMPANY	548.16	548.16	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0436	AMAZON.COM LLC	1,086.41	1,086.41	012879390 4410	Vandalism / Fixed Assets \$500-\$5000
S20R0437	SOUTHWEST SCHOOL AND OFFICE SU	2,522.47	2,522.47	010019380 4399	School Equipment / Equipment Under \$500
S20R0438	LAKESHORE EQUIPMENT COMPANY	1,064.18	1,064.18	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0439	LAKESHORE EQUIPMENT COMPANY	551.85	551.85	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0440	VIRCO MANUFACTURING	13,705.44	13,705.44	010019380 4399	School Equipment / Equipment Under \$500
S20R0441	PEBBLE SPRING WATER	19,658.00	400.00	012109078 4325	Tech/Media Office Operation / Office Supplies
			550.00	012658155 4325	Assessment and Accountability / Office Supplies
			500.00	012719165 4325	Superintendent / Office Supplies
			400.00	012719275 4325	Educational Services Admin / Office Supplies
			1,250.00	012719470 4325	Personnel Department / Office Supplies
			1,080.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
			1,350.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			1,320.00	012723131 4325	Sch Site Admin - Gisler / Office Supplies
			1,224.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
			1,080.00	012723789 4325	Donations Clerical - Oka / Office Supplies
			1,320.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			1,100.00	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			2,580.00	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			900.00	012849380 4325	Fiscal Services / Office Supplies
			680.35	012868989 4325	Maintenance / Office Supplies
			162.05	012869390 4325	Maintenance-RRM / Office Supplies
			600.00	015999860 4325	Special Ed - Administration / Office Supplies
			561.60	016919395 4325	7240 Special Ed Transportation / Office Supplies
S20R0442	STAPLES	364.47	364.47	010019380 4399	School Equipment / Equipment Under \$500
S20R0443	LISTEN INNOVATION INC	2,500.00	2,500.00	013211616 5826	ES Reading Support-Newland / Licensing/Software,Maint/Supp
S20R0444	ORIENTAL TRADING COMPANY	58.19	58.19	010051662 4310	School Clmt-Stdnt Behvr Newlan / Instructional Supplies
S20R0445	SOUTHWEST SCHOOL AND OFFICE SU	498.22	498.22	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
S20R0446	HEINEMANN	68.51	68.51	012129078 4310	Lottery Instructional Material / Instructional Supplies

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S20R0447	SOUTHWEST SCHOOL AND OFFICE SU	500.25	500.25	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0448	STAPLES	40.23	40.23	012724747 4325	Sch Site Admin - Courreges / Office Supplies
S20R0449	SCHOOL SPECIALTY LLC	140.16	140.16	012733232 4327	Health Supplies - Cox / Health Supplies
S20R0451	SLP TOOLKIT LLC	2,145.00	2,145.00	015989860 5826	Special Ed DO - Instruction / Licensing/Software,Maint/Supp
S20R0452	KIMLOAN LE	2,200.00	2,200.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
S20R0453	SOUTHWEST SCHOOL AND OFFICE SU	5,200.00	5,200.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
S20R0454	WENGER	6,962.25	2,436.79	010062975 4310	Course Access-Music Fulton / Instructional Supplies
			3,133.01	010063875 4310	Course Access-Music Talbert / Instructional Supplies
			1,392.45	010064975 4310	Course Access-Music Masuda / Instructional Supplies
S20R0455	HAL LEONARD LLC	317.19	317.19	014079275 5826	OC Arts Ed-Visual & Perfor Art / Licensing/Software,Maint/Su
S20R0456	ATKINSON ANDELSON LOYA RUDD &	179.00	179.00	012799962 5210	Staff Development Admin / Travel, Conference, Workshop
S20R0457	CALIFORNIA SCHOOL NUTRITION AS	305.00	305.00	010298181 5215	KIT Training / Staff Development
S20R0458	PLANK ROAD PUBLISHING	132.45	132.45	014079275 5826	OC Arts Ed-Visual & Perfor Art / Licensing/Software,Maint/Su
S20R0460	CALIFORNIA SCHOOL NUTRITION AS	160.00	160.00	010298181 5215	KIT Training / Staff Development
S20R0461	SCHOOL SPECIALTY LLC	1,000.00	1,000.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
S20R0462	SOFTCHOICE CORPORATION	19,288.71	19,288.71	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0463	THEMES & VARIATIONS INC	174.95	174.95	014079275 5826	OC Arts Ed-Visual & Perfor Art / Licensing/Software,Maint/Su
S20R0464	SCHOOL SPECIALTY LLC	838.63	838.63	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0465	STAPLES	110.00	110.00	013214040 4310	ES Reading Support-Plavan / Instructional Supplies
S20R0466	LANGUAGE TREE ONLINE INC	7,700.00	7,700.00	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0468	OLLA	2,387.89	2,387.89	011404238 4310	MS PE Equipment-Talbert / Instructional Supplies
S20R0469	AMAZON.COM LLC	156.51	156.51	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
S20R0471	AMY NEHRIG	275.00	275.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
S20R0472	SUPPLYMASTER INC	748.20	748.20	015999860 4410	Special Ed - Administration / Fixed Assets \$500-\$5000
S20R0473	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010143889 4311	Donations - Talbert / Elective Supplies
S20R0474	APPLE EDUCATION FINANCE	32,009.00	1,500.75	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			30,428.25	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			80.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
S20R0475	MOMENTUM IN TEACHING LLC	13,300.00	13,300.00	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0476	PEARSON CLINICAL ASSESSMENT	450.00	450.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
S20R0477	AMAZON.COM LLC	70.00	70.00	012719385 4325	Purchasing / Office Supplies
S20R0478	SCHOOL SPECIALTY LLC	836.75	836.75	012809200 4310	Universal TK-Instructional / Instructional Supplies

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S20R0479	SCHOOL MATE	215.31	215.31	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
S20R0480	SCHOOL SPECIALTY LLC	2,090.53	1,091.50	012809200 4310	Universal TK-Instructional / Instructional Supplies
			999.03	012809200 4410	Universal TK-Instructional / Fixed Assets \$500-\$5000
S20R0481	SCHOOL SPECIALTY LLC	1,681.25	1,681.25	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0482	SCHOOL SPECIALTY LLC	2,902.14	2,902.14	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0484	SCHOOL SPECIALTY LLC	1,643.72	1,643.72	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0485	SCHOOL SPECIALTY LLC	1,454.49	1,454.49	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0486	STAPLES	110.47	110.47	012059385 4325	Publications / Office Supplies
S20R0487	APPLE EDUCATION FINANCE	4,933.40	4,479.40	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			454.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0488	LAKESHORE EQUIPMENT COMPANY	170.56	170.56	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0489	LITERACY RESOURCES LLC	987.60	987.60	011404240 4310	ES PE Equipment-Plavan / Instructional Supplies
S20R0490	CAMBIUM LEARNING INC.	3,295.00	3,295.00	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0492	HEINEMANN	96.79	96.79	013213232 4310	ES Reading Support-Cox / Instructional Supplies
S20R0493	IMAGE MARKET	882.18	882.18	010062975 4310	Course Access-Music Fulton / Instructional Supplies
S20R0494	IMAGE MARKET	884.25	884.25	010143889 4311	Donations - Talbert / Elective Supplies
S20R0496	LITERACY RESOURCES LLC	161.12	161.12	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0499	AMAZON.COM LLC	440.96	440.96	010143887 4310	STEAM Donations - Talbert / Instructional Supplies
S20R0500	SOUTHWEST SCHOOL AND OFFICE SU	210.44	210.44	010143887 4310	STEAM Donations - Talbert / Instructional Supplies
S20R0501	PAUL H BROOKES PUBLISHING CO I	55.95	55.95	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0502	SCHOOL MATE	403.44	403.44	010113755 4310	Title I - Oka / Instructional Supplies
S20R0503	BOOKSOURCE	257.30	257.30	010113755 4310	Title I - Oka / Instructional Supplies
S20R0504	COMMITTEE FOR CHILDREN	2,419.69	2,419.69	010113755 4310	Title I - Oka / Instructional Supplies
S20R0505	GOPHER SPORTS EQUIPMENT	5,135.53	3,257.20	011404238 4310	MS PE Equipment-Talbert / Instructional Supplies
			1,878.33	011404238 4410	MS PE Equipment-Talbert / Fixed Assets \$500-\$5000
S20R0506	TIME FOR KIDS	1,260.25	1,260.25	010113755 4310	Title I - Oka / Instructional Supplies
S20R0507	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
S20R0508	SOUTHWEST SCHOOL AND OFFICE SU	200.10	200.10	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
S20R0509	LITERACY RESOURCES LLC	1,316.80	1,316.80	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
S20R0510	SOUTHWEST SCHOOL AND OFFICE SU	12,200.00	12,200.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
S20R0511	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012739961 4327	Health Services / Health Supplies
S20R0512	AMAZON.COM LLC	28.66	28.66	012719275 4310	Educational Services Admin / Instructional Supplies

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S20R0513	ADVANTAGE WEST INVESTMENT ENTE	817.76	817.76	011000000 9320	Revenue Limit - State Revenues / STORES
S20R0514	CHEFS' TOYS	4,232.23	4,232.23	010288181 4410	KIT Infrastruture/Equipment / Fixed Assets \$500-\$5000
S20R0515	TURSUNOVA, ZEBOKHON	23.87	23.87	015989860 4310	Special Ed DO - Instruction / Instructional Supplies
S20R0516	STAPLES	61.76	61.76	012059385 4325	Publications / Office Supplies
S20R0517	SOUTHWEST SCHOOL AND OFFICE SU	2,522.47	2,522.47	010019380 4399	School Equipment / Equipment Under \$500
S20R0518	ANDERSON'S	541.66	541.66	010051062 4310	School Clmt-Stdnt Behvr Tamura / Instructional Supplies
S20R0519	LITERACY RESOURCES LLC	1,165.60	1,165.60	013211010 4310	ES Reading Support-Tamura / Instructional Supplies
S20R0520	UZBL LLC	8,678.25	8,678.25	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
S20R0523	ART SUPPLY WAREHOUSE	200.00	200.00	010143889 4311	Donations - Talbert / Elective Supplies
S20R0524	SOUTHWEST SCHOOL AND OFFICE SU	150.00	150.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
S20R0525	DISCOVERY EDUCATION INC	9,192.00	9,192.00	012719375 5215	Educational Services-Science / Staff Development
S20R0526	APPLE EDUCATION FINANCE	439,799.44	11,255.63	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			427,403.81	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			1,140.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
S20R0527	SURPLUS TWO WAY RADIOS	17,359.50	17,359.50	010000080 4399	Site Safety / Equipment Under \$500
S20R0530	SEHI COMPUTER PRODUCTS	4,710.00	4,710.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0531	JTC TECHNOLOGIES LLC	10,794.00	10,794.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0533	HEINEMANN	191.40	191.40	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
S20R0534	SOUTHWEST SCHOOL AND OFFICE SU	1,175.35	1,175.35	010011089 4399	Donations - Tamura / Equipment Under \$500
S20R0536	BRAINSTORM STUDIOS LLC	4,999.00	4,999.00	017111675 4310	Robotics-Newland / Instructional Supplies
S20R0537	J W PEPPER	308.85	308.85	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0538	HEINEMANN	257.19	257.19	013211616 4310	ES Reading Support-Newland / Instructional Supplies
S20R0541	SOUTHWEST SCHOOL AND OFFICE SU	10,000.00	10,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
S20R0542	BARNES AND NOBLE	2,039.06	2,039.06	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0543	SCHOOL SPECIALTY LLC	6,000.00	6,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
S20R0544	RALPHS GROCERY COMPANY	4,000.00	4,000.00	010144989 4311	Donations - Masuda / Elective Supplies
S20R0545	BERTRAND MUSIC ENTERPRISES INC	938.17	938.17	010143889 4311	Donations - Talbert / Elective Supplies
S20R0546	BLICK ART MATERIALS	200.00	200.00	010143889 4311	Donations - Talbert / Elective Supplies
S20R0548	SCHOLASTIC MAGAZINE	3,966.40	3,966.40	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0550	BARNES AND NOBLE	26.06	26.06	012809200 4310	Universal TK-Instructional / Instructional Supplies
S20R0552	SCHOOL NURSE SUPPLY INC	61.99	61.99	012733131 4327	Health Supplies - Gisler / Health Supplies
S20R0554	LEARNING A-Z	1,134.00	1,134.00	010114055 4310	Title I - Plavan / Instructional Supplies

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S20R0555	BEARCOM	4,550.87	4,550.87	010000080 4399	Site Safety / Equipment Under \$500
S20R0558	STAPLES	364.47	364.47	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
S20R0559	SURPLUS TWO WAY RADIOS	1,001.18	1,001.18	010000080 4399	Site Safety / Equipment Under \$500
S20R0560	LEVEL 27 MEDIA	1,458.73	577.85	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
			880.88	010143889 5899	Donations - Talbert / Other Operating Expenses
S20R0562	SOUTHWEST SCHOOL AND OFFICE SU	615.58	615.58	012723131 4325	Sch Site Admin - Gisler / Office Supplies
S20S0012	AMAZON.COM LLC	1,924.88	1,924.88	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0013	ADVANTAGE WEST INVESTMENT ENTE	43.50	43.50	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0014	SOUTHWEST SCHOOL AND OFFICE SU	4,258.05	4,258.05	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0015	KELLY SPICERS INC	2,697.00	2,697.00	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0016	SOUTHWEST SCHOOL AND OFFICE SU	468.56	468.56	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0017	XEROX CORPORATION C/O SOCAL OF	3,365.81	3,365.81	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0018	ADVANTAGE WEST INVESTMENT ENTE	1,546.63	1,546.63	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0019	ADVANTAGE WEST INVESTMENT ENTE	1,047.21	111.31	01 9320	GENERAL FUND / STORES
			935.90	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		2,015,839.78	2,013,239.78		

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S20R0389	SOUTHWEST SCHOOL AND OFFICE SU	10,775.00	10,775.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
S20R0393	LAKESHORE EQUIPMENT COMPANY	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0394	LAKESHORE EQUIPMENT COMPANY	200.00	200.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0401	LAKESHORE EQUIPMENT COMPANY	100.00	100.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0411	CHRIS BECERRA	1,600.00	1,600.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0422	SURPLUS TWO WAY RADIOS	358.28	358.28	120016098 4347	Extended School Instructional / Repair & Upkeep Equip Suppli
S20R0441	PEBBLE SPRING WATER	19,658.00	2,200.00	120336098 4325	Extended School Administration / Office Supplies
S20R0498	LEVEL 27 MEDIA	71.78	71.78	120336098 4325	Extended School Administration / Office Supplies
S20R0564	RHODE ISLAND NOVELTY	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
Fund 12 Total:		33,074.69	15,616.69		

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BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20R0391	FERGUSON REFRIGERATION COMMERC	300.00	300.00	133207380 4399	Cafeteria Fund / Equipment Under \$500
S20R0419	FERGUSON REFRIGERATION COMMERC	125.00	125.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
S20R0441	PEBBLE SPRING WATER	19,658.00	400.00	133207380 4325	Cafeteria Fund / Office Supplies
S20R0450	GRAINGER INC.	210.17	210.17	133207380 4790	Cafeteria Fund / Food Services Supplies
Fund 13 Total:		20,293.17	1,035.17		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20M4087	LYNN CAPOUYA INC	41,305.00	41,305.00	403300080 6299	Safety Modernization / Other Building & Improvement
S20M4088	KYA SERVICES LLC	1,145.52	1,145.52	403021080 6210	HVAC Modernization-Tamura / Carpet Building Improvement
S20M4089	SANDY PRINGLE ASSOCIATES	8,800.00	8,800.00	403023780 6222	HVAC Modernization-Oka / Inspection Svcs Bldg Improve
S20M4090	HALLAWAY STORAGE CONTAINERS IN	892.34	892.34	403024080 5899	HVAC Modernization-Plavan / Other Operating Expenses
S20M4091	CLASS LEASING LLC	21,500.00	21,500.00	403023780 6299	HVAC Modernization-Oka / Other Building & Improvement
S20M4092	CLASS LEASING LLC	20,700.00	20,700.00	403023880 6299	MS Science Bldg - Talbert / Other Building & Improvement
Fund 40 Total:		94,342.86	94,342.86		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20R0549	AMAZON.COM LLC	304.49	304.49	682719470 4399	Workers Comp Admin / Equipment Under \$500
Fund 68 Total:		304.49	304.49		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 10/06/2022

FROM 08/24/2022 TO 09/20/2022

PO
NUMBER **VENDOR**

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

PSEUDO / OBJECT DESCRIPTION

Total Account Amount:

2,124,538.99

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/06/2022

FRO 08/24/2022 TO 09/20/2022

<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>
R20R0460	SCHOOL SPECIALTY LLC	6,000.00	+3,409.58	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
R20R0498	DAVE BANG ASSOCIATES	20,645.10	+3,468.06	010019380 6410	School Equipment / Equipment-Furniture/Computers
R20R0759	US GAMES	548.70	+180.16	011404216 4310	ES PE Equipment-Newland / Instructional Supplies
R20R0840	BERTRAND MUSIC ENTERPRISES INC	1,190.71	+49.56	010064975 4310	Course Access-Music Masuda / Instructional Supplies
R20R1233	US GAMES	404.76	+312.38	011404216 4310	ES PE Equipment-Newland / Instructional Supplies
R20R1299	SOUTHWEST SCHOOL AND OFFICE SU	2,400.11	+256.07	010143889 4310	Donations - Talbert / Instructional Supplies
			+1,296.21	011405138 4310	MS Math-Talbert / Instructional Supplies
R20R1415	VEX ROBOTICS INC.	12,611.70	+12,611.70	015004975 4310	Robotics-Masuda / Instructional Supplies
R20R1447	GUITAR CENTER STORES INC.	2,537.47	+73.19	010063175 4310	Course Access-Music Gisler / Instructional Supplies
R20R1448	GUITAR CENTER STORES INC.	2,537.47	+969.73	010061675 4310	Course Access-Music Newland / Instructional Supplies
R20R1482	SCHOOL SPECIALTY LLC	165.61	+74.37	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
R20R1562	VEX ROBOTICS INC.	3,764.09	+3,764.09	015003875 4310	Robotics-Talbert / Instructional Supplies
R20R1602	FOLLETT CONTENT SOLUTIONS LLC	9,604.80	+9,604.80	012719275 4310	Educational Services Admin / Instructional Supplies
R20S8075	KELLY SPICERS INC	3,574.50	+3,574.50	011000000 9320	Revenue Limit - State Revenues / STORES
S20M4010	EWING AND COMPANY	8,000.00	+3,000.00	012899390 4343	Gardening / Gardening Supplies
S20M4013	HOME DEPOT	24,000.00	+10,000.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4070	UNITED RENTALS	3,072.00	+522.00	012868989 5610	Maintenance / Outside Services - Rentals
S20M4076	UNITY SCHOOL BUS PARTS	245.00	+26.76	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
S20R0020	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	+3,000.00	012719275 4325	Educational Services Admin / Office Supplies
S20R0069	SOUTHWEST SCHOOL AND OFFICE SU	3,351.68	+351.68	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0328	LAKESHORE EQUIPMENT COMPANY	593.24	+72.51	010113755 4310	Title I - Oka / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/06/2022**

FRO 08/24/2022 TO 09/20/2022

<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>
		Fund 01 Total:	+56,617.35		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/06/2022

FRO 08/24/2022 TO 09/20/2022

<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>
S20R0247	SWIFT PRODUCE	80,000.00	-10,000.00	133207380 4710	Cafeteria Fund / FOOD
			+80,000.00	134667381 4710	Cafeteria Fund - SCA Expenses / FOOD
S20R0289	HEARTLAND PAYMENT SYSTEMS	5,517.00	+360.00	133207380 5826	Cafeteria Fund / Licensing/Software,Maint/Supp
Fund 13 Total:			+70,360.00		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/06/2022**

FRO 08/24/2022 TO 09/20/2022

<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>
R20M4361	CHAPMAN COAST ROOF CO INC.	59,408.00	+59,408.00	233011680 6217	GOB, ELECTION 2016-Newland / Roof Building Improvement
Fund 23 Total:			+59,408.00		

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

10/06/2022

FRO 08/24/2022 TO 09/20/2022

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M20R0445	RACHLIN PARTNERS INC	585,280.87	+23,912.53	403021680 6220	HVAC Modernization-Newland / Architect/Engineer Fees-Bldg
M20R1798	RACHLIN PARTNERS INC	860,218.31	+25,656.53	403013780 6220	HVAC Modernization-Oka / Architect/Engineer Fees-Bldg
P20M4381	WEST COAST AIR CONDITIONING CO	8,254,744.00	+613,191.29	403013780 6200	HVAC Modernization-Oka / BUILDINGS & IMPROV OF
P20M4382	WEST COAST AIR CONDITIONING CO	7,939,092.00	+1,205,272.17	402861690 6200	Modernization - Newland / BUILDINGS & IMPROV OF
P20M4397	SANDY PRINGLE ASSOCIATES	102,080.00	+13,024.00	403021680 6222	HVAC Modernization-Newland / Inspection Svcs Bldg Improv
R20M4351	POWER PLUS	59,995.00	+59,995.00	403024080 6299	HVAC Modernization-Plavan / Other Building & Improvement
R20M4360	CHAPMAN COAST ROOF CO INC.	59,812.00	+59,812.00	403024080 6217	HVAC Modernization-Plavan / Roof Building Improvement
R20M4364	CLASS LEASING LLC	195,606.00	+195,606.00	403024080 6299	HVAC Modernization-Plavan / Other Building & Improvement
R20R0933	RACHLIN PARTNERS INC	331,528.13	+4,028.13	403024080 6220	HVAC Modernization-Plavan / Architect/Engineer Fees-Bldg
Fund 40 Total:			+2,200,497.65		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **10/06/2022**

FRO 08/24/2022 TO 09/20/2022

<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:			+2,386,883.00		

FOUNTAIN VALLEY SD

Reference #:

2022 12

Transfer of Funds

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
5200	TRAVEL & CONFERENCES	993.00	
6200	BUILDING AND IMPROVE OF BLDGS	61,726.00	
7310	TRANSFER OF INDIRECT COSTS		62,719.00
Subfund Total:		62,719.00	62,719.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2022 13

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

Fund: 2122 GOB EL 2016 SRS 2019
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		7,500.00
6200	BUILDING AND IMPROVE OF BLDGS	7,500.00	
Subfund Total:		7,500.00	7,500.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2022 14

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

Fund: 2123 GOB EL 2016 SRS 2021
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		9,820.00
6200	BUILDING AND IMPROVE OF BLDGS	9,820.00	
Subfund Total:		9,820.00	9,820.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2022 15

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		7,380.00
6200	BUILDING AND IMPROVE OF BLDGS	7,380.00	
Subfund Total:		7,380.00	7,380.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2022 29

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	355,457.00	590,928.00
6400	EQUIPMENT		67,648.00
7310	TRANSFER OF INDIRECT COSTS	75,842.00	13,123.00
7350	TRANSFER INDIRECT COST IFT	103,105.00	
8200	FEDERAL INCOME	1,196.00	598.00
8500	STATE INCOME	27.00	140,720.00
8600	LOCAL INCOME	524,638.00	571,453.00
9712	NONSPENDABLE STORES		45,724.00
9713	NONSPENDABLE PREPAID EXPENSE		60,990.00
9740	RESTRICTED BALANCE	1,489,780.00	1,460,243.00
9790	UNASSIGNED/UNAPPROPRIATED	790,115.00	762,553.00
Subfund Total:		3,340,160.00	3,713,980.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 30

Adjustment of Funds

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
7350	TRANSFER INDIRECT COST IFT		76,000.00
9740	RESTRICTED BALANCE	76,000.00	
Subfund Total:		76,000.00	76,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 31

Adjustment of Funds

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
7350	TRANSFER INDIRECT COST IFT		27,105.00
9712	NONSPENDABLE STORES		14,973.00
9740	RESTRICTED BALANCE	42,078.00	
Subfund Total:		42,078.00	42,078.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 32

Adjustment of Funds

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

Fund: 1414 DEFERRED MAINTENANCE
--

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		186.00
9780	OTHER ASSIGNMENTS	186.00	
Subfund Total:		186.00	186.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 33

Adjustment of Funds

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

Fund: 2121 GOB ELE 2016 SERIES 2017
--

Object	Description	FROM	TO
6200	BUILDING AND IMPROVE OF BLDGS		2,584.00
8600	LOCAL INCOME		2,584.00
Subfund Total:		0.00	5,168.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 34

Adjustment of Funds

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

Fund: 2122 GOB EL 2016 SRS 2019
--

Object	Description	FROM	TO
6200	BUILDING AND IMPROVE OF BLDGS		7,295.00
9740	RESTRICTED BALANCE	7,295.00	
Subfund Total:		7,295.00	7,295.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 35

Adjustment of Funds

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

Fund: 2123 GOB EL 2016 SRS 2021
--

Object	Description	FROM	TO
6200	BUILDING AND IMPROVE OF BLDGS		1,718,006.00
9740	RESTRICTED BALANCE	1,718,006.00	
Subfund Total:		1,718,006.00	1,718,006.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 36

Adjustment of Funds

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

Fund: 3535 SCHOOL FACILITIES

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		343.00
8600	LOCAL INCOME		343.00
Subfund Total:		0.00	686.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 37

Adjustment of Funds

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

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

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
6200	BUILDING AND IMPROVE OF BLDGS	1,725,301.00	
9780	OTHER ASSIGNMENTS		1,725,301.00
Subfund Total:		1,725,301.00	1,725,301.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

2022 38

Adjustment of Funds

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES		2.00
3202	PERS-CLASSIFIED		1.00
3401	HEALTH & WELFARE-CERTIFICATED		127,269.00
3402	HEALTH & WELFARE-CLASSIFIED	90,120.00	
3408	Health Ins. Abate.-Certificate		615.00
3409	Health Ins. Abate.-Classified		550.00
3602	WORKERS'COMP-CLASSIFIED		1,421.00
3701	RETIREE BENEFITS-CERTIFICATED		21,376.00
3702	RETIREE BENEFITS-CLASSIFIED		302.00
5800	PROF/CONS SERV & OPER EXPENSE	305.00	1,842.00
8600	LOCAL INCOME		208,754.00
9713	NONSPENDABLE PREPAID EXPENSE		17,094.00
9790	UNASSIGNED/UNAPPROPRIATED	17,094.00	145,801.00
Subfund Total:		107,519.00	525,027.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, 10/06/2022.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Katherine Stopp, Ed.D., Superintendent
SUBJECT: **Williams Uniform Complaint Quarterly Report
(Quarter #1: July 1 – September 30, 2022)**
DATE: October 3, 2022

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.

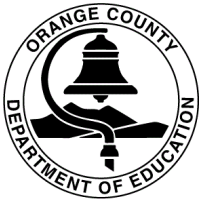
- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: July 1 through September 30, 2022

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 2022-23 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
2022-23**

District: Fountain Valley School District

District Contact: Katherine Stopp, Ed.D.

Title: Superintendent

- | | | | |
|-------------------------------------|------------|-------------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | Quarter #1 | July 1 – September 30, 2022 | Report due by October 31, 2022 |
| <input type="checkbox"/> | Quarter #2 | October 1 – December 31, 2022 | Report due by January 31, 2023 |
| <input type="checkbox"/> | Quarter #3 | January 1 – March 31, 2023 | Report due by April 28, 2023 |
| <input type="checkbox"/> | Quarter #4 | April 1 – June 30, 2023 | Report due by July 28, 2023 |

Check the box that applies:

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

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

Name of Superintendent: Katherine Stopp, Ed.D.

Signature of Superintendent: _____ Date: 10/6/2022

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/R101

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



Fountain Valley School District
Business Service Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #3 FOR THE OKA ELEMENTARY
SCHOOL MEASURE O HVAC AND MODERNIZATION
PROJECT**
DATE: October 3, 2022

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 #3 is \$206,615.00 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 #3 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 #3 FOR THE NEWLAND
ELEMENTARY SCHOOL MEASURE O HVAC AND
MODERNIZATION PROJECT**
DATE: October 3, 2022

Background:

On March 11, 2021, the Board of Trustees approve the Guaranteed Maximum Price (GMP) for the Measure O HVAC and Modernization at Newland Elementary School. At the same time the Board approved District Contingencies for unforeseen conditions and owner changes.

The Newland Elementary project is substantially complete and in calculating final construction costs there are funds remaining in GMP allowances, as well as contractor savings. Change Order #5 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 #5 is (\$563,959.13). These funds will be used on future projects at the District's remaining school site.

Recommendation:

It is recommended that the Board of Trustees approve Change Order #3 for the Newland 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
Joe Hastie, Director of Maintenance and Facilities
SUBJECT: **APPROVE THE CONTRACT WITH WESTCOAST AIR
CONDITIONING CO., INC. FOR PRECONSTRUCTION AND
LEASE-LEASEBACK SERVICES FOR MODERNIZATION AND
HVAC PROJECTS AT OKA ELEMENTARY SCHOOL
COMPLETE AND AUTHORIZE STAFF TO FILE THE
APPROPRIATE NOTICES OF COMPLETION**
DATE: October 3, 2022

Background:

On April 19, 2018, the Board of Trustees awarded the RFP for Preconstruction and Lease-Leaseback Services for Modernization and HVAC Projects, to West Coast Air Conditioning. Subsequently, on March 12, 2021 Trustees approved the Guaranteed Maximum Price (GMP) for the Oka Elementary project. The project is now complete and the Notice of Completion needs to be filed with the Orange County Clerk-Recorder.

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

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

Fiscal Impact:

There is no additional fiscal impact.

Recommendation:

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



Fountain Valley School District
Support Services
2022-2023

M E M O R A N D U M

TO: Dr. Katherine Stopp, Superintendent
FROM: Carrie Hunter, Director, Special Education
SUBJECT: **Expressions Speech-Language Pathology Services, Inc.**
DATE: October 3, 2022

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 2022-2023 school year through July 31, 2023.

Fiscal Impact:

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

Recommendation:

It is recommended that the Board of Trustees approves the contract between Expressions Speech-Language Pathology Services, Inc., and FVSD for the 2022-2023 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, IEP planning, 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 31, 2022, and will diligently perform as required and complete performance by July 31, 2023.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed eighty five 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: None.

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.

_____ 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

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:

<u>District:</u>	<u>Contractor:</u>
<u>Fountain Valley School District</u>	<u>Expressions Speech-Language Services, Inc.</u>
<u>10055 Slater Ave</u>	<u>12062 Valley View St, Suite 137</u>
<u>Fountain Valley, CA 92708</u>	<u>Garden Grove, CA 92845</u>

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 31st day of August, 2022.

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

Superintendent
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



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Director, Educational Services
SUBJECT: **APPROVAL OF AGREEMENT WITH ELEVO, INC.**
DATE: September 18, 2022

Background:

Elevo, Inc., is an educational service provider with 17 years of experience in supporting school districts with in-school and out-of-school programming related to student health and wellness. The organization offers a wide range of services including fitness activities integrating social emotional learning for students during recess, after-school programming, and summer school. FVSD staff have identified Elevo, Inc. as a potential partner to support the expansion of the Extended School Program (ESP) to integrate additional students through the Expanded Learning Opportunities Program. The Ed Services Team has worked in partnership with Elevo, Inc.'s leadership team to develop a customize program that, if approved by the FVSD Board of Trustees, would provide wellness-related activities three days per week, which would include equipment and staffing for all seven FVSD elementary sites.

Fiscal Impact:

The total cost of Elevo, Inc.'s proposed contract to provide programming for all seven FVSD elementary sites is \$321,000.00. This proposal includes costs associated with providing two Elevo coaches per school, three days per week, three hours per day, beginning November 1, 2022 and ending on June 22, 2023.

Recommendation:

It is recommended that the Board of Trustees approves the agreement with Elevo, Inc. for the 2022-23 school year at a cost of \$321,000.00, to be covered with funding received specifically to support the Expanded Learning Opportunities Program.

Elevo ELOP Programs



Elevo expands districts' opportunities to learn, move, and thrive together beyond your classroom walls. Our breadth of experience working in-school and out-of-school will help complement your district's priorities and drive successful outcomes. District partners can choose to work with Elevo as a full-service provider or use our services to supplement existing after-school programs.

Our curriculum offers a wide range of enrichment activities from art, to science, to physical education – all through the scope of social and emotional learning. We incorporate an engaging weekly enrichment theme to our program which provides students with a focus and goal for each week. Our approach includes the following components:

- **SEL & PE activities:** Students participate in a variety of age-appropriate SEL infused physical activity games.
- **Enrichment activities:** Students get to engage in different enrichment activities which rotate each day of the week. Each week, there will be an emphasis on various topics such as art, music, theater which will culminate in a final showcase each Friday.
- **Sports:** At an Elevo ELOP program, students will be exposed to sports from around the world such as Gaelic football and European handball, along with favorites like soccer and basketball.
- **Student choice:** Each week, students will be given the choice as to whether they would like to engage in enrichment activities or a sports option.
- **Snack time:** Elevo will help facilitate the roll out and distribution of snacks each day.
- **Healthy tips:** Our coaches have a ton of healthy tips that they will be discussing with the students during the activities.
- **Homework help:** Up to 1 hour daily.

**See sample
12 week overview**



Week	SEL Skill	Games of the Week	ELOP Theme	Enrichment Activities	Sport
1	Optimism	Giggle Game & Push Up Pros	World Explorers	1. Art: Monet Bridge 2. Art: African Masks 3. Theater & Art: Japanese Inspired Puppetry 4. Music & Art: Aboriginal Dot Didgeridoo 5. STEM: Canadian Inukshuks	Soccer
2	Curiosity	Hold Your Horses & Head, Shoulders, Knees, and Cone	The Great Outdoors	1. Art, Speaking, & Listening: Outdoor Activity 2. STEM & Humanities: Nature Homes 3. Art: Leaf Prints 4. Art & Mindfulness: Campfire 5. STEM: Tree Measurement Challenge	Soccer
3	Courage	Snake Game & Ultimate Ball	Mad Scientists	1. STEM: Velocity Painting 2. STEM: Paper Airplanes 3. Dance: Move like a Molecule 4. STEM: Cup Tower Competition 5. Art: Water Rainbows	Soccer
4	Social Intelligence	Clue & Empathy Tag	Olympics	1. Art: Team Flags 2. Movement: Kickball Competition 3. Theater: Olympic Charades 4. Art & Design: Design Your Own Obstacle Course 5. Engineering: Hockey Paths	Soccer
5	Optimism	Ultimate Ball & Frog and Toad	You've Got Talent	1. Dance & Music: Exploration 2. Dance & Music: Our Show's Opening 3. Art: Abstract Self Portraits 4. Poetry & Humanities: SEL Haikus 5. Music, Art, Dance: Talent Show	Basketball
6	Leadership	3 Ball & Clue	Under the Sea	1. STEM: How Gills Work 2. STEM & Humanities: Oil Spill Clean Up 3. Art: Folding Fish 4. Music & Dance: Ocean Animals 5. Humanities: Culminating Pamphlet	Basketball
7	Integrity	Bear, Salmon, Mosquito & Lawn Bowling	Decades	1. Art: 50s Inspired Comic Strips 2. Art: 60s Abstract Doodling 3. STEM: 70s Cup Telephones 4. STEM: 80s Gadgets 5. Dance: Through the 50s-90s	Basketball
8	Initiative	Basketball Battleship & Footgolf	Superheroes	1. Art: Superpower Brainstorm 2. Humanities: What problems would you solve? 3. Art: Symbol, Sign, or Mask 4. Music: Theme Song 5. Theater: Advertisement/Commercial	Basketball
9	Social Intelligence	Pyramid Game & Giggle Game	Animal Action	1. Dance: Life Cycle Guessing Game 2. Music: Animal Communication 3. STEM: Speed 4. Art: Animal Collage 5. Theater: Zoo Showcase	European Handball
10	Humility	Dribble Knockout & Head, Shoulders, Knees, and Cones	Going Green	1. STEM & Humanities: Self Assess 2. Dance: Recycle Dance 3. Music: Write your own Song 4. Art: Poster Tips 5. Theater: Tik Tok Takeaways	European Handball
11	Grit	Hand Hockey & In 'N' Out Ball	When I Grow Up	1. Humanities: What matters to you? (heart map) 2. Art: Design and Architecture 3. Theater: Act it Out! 4. Art: Create a Career Profile 5. Theater: Career Fair & Mock Interviews	European Handball
12	Focus	Bunch Builder & NBA 2Ball	Space	1. Science & Art: Light Energy 2. Art & Theater: Astronaut Adventure 3. Dance & Movement: Planets 4. Music: Planet Roll Call 5. STEM: Parachute Challenge	European Handball

Elevo - Fountain Valley USD						
Calendar	Weeks	Monday	Tuesday	Wednesday	Thursday	Friday
November 1	1		Elevo Onsite	Elevo Onsite	Elevo Onsite	
November 7	2		Elevo Onsite	Elevo Onsite	Elevo Onsite	
November 14	3		Elevo Onsite	Elevo Onsite	Elevo Onsite	
November 21	Thanksgiving Break					
November 28	4		Elevo Onsite	Elevo Onsite	Elevo Onsite	
December 5	5		Elevo Onsite	Elevo Onsite	Elevo Onsite	
December 12	6		Elevo Onsite	Elevo Onsite	Elevo Onsite	
December 19	7		Elevo Onsite	Elevo Onsite	Elevo Onsite	Winter Break
December 26	Winter Break					
January 2						
January 9	8		Elevo Onsite	Elevo Onsite	Elevo Onsite	
January 16	9	No School	Elevo Onsite	Elevo Onsite	Elevo Onsite	
January 23	10		Elevo Onsite	Elevo Onsite	Elevo Onsite	
January 30	11		Elevo Onsite	Elevo Onsite	Elevo Onsite	
February 6	12		Elevo Onsite	Elevo Onsite	Elevo Onsite	
February 13	13	No School	Elevo Onsite	Elevo Onsite	Elevo Onsite	
February 20	14	No School	Elevo Onsite	Elevo Onsite	Elevo Onsite	
February 27	15		Elevo Onsite	Elevo Onsite	Elevo Onsite	
March 6	16		Elevo Onsite	Elevo Onsite	Elevo Onsite	
March 13	17		Elevo Onsite	Elevo Onsite	Elevo Onsite	
March 20	18		Elevo Onsite	Elevo Onsite	Elevo Onsite	
March 27	19		Elevo Onsite	Elevo Onsite	Elevo Onsite	
April 3	20		Elevo Onsite	Elevo Onsite	Elevo Onsite	
April 10	Spring Break					
April 17	21		Elevo Onsite	Elevo Onsite	Elevo Onsite	
April 24	22		Elevo Onsite	Elevo Onsite	Elevo Onsite	
May 1	23		Elevo Onsite	Elevo Onsite	Elevo Onsite	
May 8	24		Elevo Onsite	Elevo Onsite	Elevo Onsite	
May 15	25		Elevo Onsite	Elevo Onsite	Elevo Onsite	
May 22	26		Elevo Onsite	Elevo Onsite	Elevo Onsite	
May 29	27	No School	Elevo Onsite	Elevo Onsite	Elevo Onsite	
June 5	28		Elevo Onsite	Elevo Onsite	Elevo Onsite	
June 12	29		Elevo Onsite	Elevo Onsite	Elevo Onsite	
June 19	30		Elevo Onsite	Elevo Onsite	Elevo Onsite	No School

Fountain Valley School District - After School (ELO-P) - 2022/23

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

Jerry Gargus
Director of Ed Services
gargusj@fvsd.us
+1 (714) 843-3268

Reference: 20220825-153025838
Quote created: August 25, 2022
Quote expires: November 23, 2022



Elevo
4666 Cass St., Suite 200
San Diego, CA 92109
US

Quote created by: Trey Thompson
Director of District Partnership
trey@elevolearning.com
949-632-3419

Total **\$321,300.00**

PRODUCTS & SERVICES	QUANTITY	PRICE
After School - ELOP	3780	\$321,300.00
SUBTOTALS		PRICE
One-time subtotal		\$321,300.00

Total	\$321,300.00
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Comments

ELOP Proposal

7 Elementary Schools – Courreges – Cox – Gisler – Newland – Oka – Plavan – Tamura Elementary

2 Coaches per School (14 coaches)

3 Days a Week (Tuesday, Wednesday, and Thursday)

2 pm to 5 pm on Tuesday - Wednesday

1 to 4 pm on Thursday

Start Date - November 1, 2022

End Date - June 22, 2023

The weekly cost to add an additional coach for 3 days a week @ 3 hours per day is \$765.00

Signature

Signature

Date

Printed name



Fountain Valley School District
Educational Services

MEMORANDUM

TO: Board of Trustees
FROM: Jerry Gargus, Ed.D., Director, Educational Services
SUBJECT: **APPROVAL OF AGREEMENT WITH ARTS & LEARNING
CONSERVATORY, INC.**
DATE: September 18, 2022

Background:

Arts & Learning Conservatory, Inc., is an educational service provider focused on partnering with school districts and schools to enrich the Arts-related learning experiences of students. Arts & Learning has a long-standing relationship with FVSD, as the organization has offered fee-based after-school musical instrument classes for students for many years.

FVSD's staff has identified Arts & Learning Conservatory, Inc. as a potential partner to support the expansion of the Extended School Program (ESP) to integrate additional students through the Expanded Learning Opportunities Program. The Ed Services Team has worked in partnership with Arts & Learning Conservatory, Inc.'s leadership team to develop a customize program that, pending approval by the FVSD Board of Trustees, would provide two days per week of Arts-related learning for students enrolled in the ESP program at all seven FVSD elementary sites. The customized program calls for one day offering students a Glee Club (choir) experience, with a second day offering students a Theatre Production experience.

Fiscal Impact:

The total cost of Arts & Learning Conservatory, Inc.'s proposed contract to provide programming for all seven FVSD elementary sites is \$272,450.00. This proposal includes costs associated with providing teaching artists for all seven FVSD elementary sites for three-hours per day, two days per week, beginning November 1, 2022 and ending on June 22, 2023.

Recommendation:

It is recommended that the Board of Trustees approves the agreement with Arts & Learning Conservatory, Inc. for the 2022-23 school year at a cost of \$272,450.00, to be covered with funding received by the school district specifically to support the Expanded Learning Opportunities Program.



FOUNTAIN VALLEY SCHOOL DISTRICT 2022/2023

Arts Integration Program

ARTS & LEARNING CONSERVATORY Service Proposal

District:

Fountain Valley School District
10055 Slater Ave
Fountain Valley, CA 92708
714.843.3200
<https://www.fvsd.us/>

Contractor:

Arts & Learning Conservatory
151 Kalmus Drive, Suite G-3
Costa Mesa, CA
714.728.7100
artsandlearning.org



Arts Service Proposal 2022-2023

The Arts & Learning Conservatory Approach:

ALC delivers maximum impact on student learning by ensuring that our Programs are arts-focused, child-centered, outcomes-driven, and measurably effective. To achieve these qualities, all Programs contain the following **four essential elements**, offering children the opportunity to:

- **Experience** the art form demonstrated by a professional artist
- **Understand** the art form and its history and culture
- **Create** the art form
- **Connect** their learning to other areas of study, and to their lives and world

All ALC programs are designed to address the specific educational and/or social goals of a class or school. This is done through arts integration, in which instruction in an art form is integrated with instruction in another curricular area.

ALC partners with our network of teaching artists to provide schools and youth community centers our three Signature Core Programs:

- **Residencies**—hands-on arts experiences conducted by teaching artists on campus, for a period of 25-30 weeks. Minimum of 10 students, maximum of 25 students per class.
- **Assembly Performances**—Live, in-school performances by virtuosic artists and ensembles invite students to experience a professional dance, theater or music program that will occur right in their school. •
- **Professional Development for classroom teachers**—designed to increase teachers' comfort level in teaching in and through the arts, or serves as a mindfulness Inservice for teachers (i.e. therapeutic drumming, movement, etc).

**Fountain Valley School District
2022/2023 Arts Integration
Budget**

Artists Fees

Teaching Artists	\$164,951
Materials	\$11,900

Total Teaching Artists \$176,851

Professional Development \$25,000

Administrative Costs

ALC Project Manager	\$28,500
Theatre Arts Director	\$15,004
Music Director	\$15,005
Travel	\$3,090

Total Admin \$61,599

Property of Fountain Valley

Electric Piano/ Case/Stand Accessories	\$9,000
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Total Project Cost \$272,450

• **Add-on's**

- School Assembly \$900 hr
- Professional Development (Therapeutic Arts) \$475 hr (min 2 hrs.)



Fountain Valley School District
Information Technology

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
Parham Sadegh, Information Technology Director
SUBJECT: **APPROVE FOLLETT SCHOOL SOLUTIONS TO PROVIDE
LIBRARY/INVENTORY MANAGEMENT SOFTWARE**
DATE: October 3, 2022

Background:

The District utilizes Follett's Destiny Library Manager and Destiny Resource Manager to provide library and inventory functions at the ten school sites. In the past, library services ran on internally managed servers at FVSD's data center (On-Prem). The goal is to migrate library services from On-Prem to the Destiny Cloud (hosted on Follett's data centers) for improved security, upgradability, manageability, availability, and disaster recovery.

Fiscal Impact:

The migration to Destiny Cloud will incur a one-time cost of \$879.90 and an annual cost of \$25,940.60.

Recommendation:

It is recommended that the Board of Trustees approve Follett School Solutions to provide cloud hosted library and inventory management software.

Proposal
Fountain Valley School District
Quote # 1136350-1
Customer # 0414769
August 24, 2022

These prices are valid for 90 days from date of this document, after which they are subject to change by Follett.

Summary of Software and Services: Year 1 Costs	Pricing
	Price \$26,819.50
Destiny Cloud	

MIGRATE EXISTING DATABASE(S) TO DESTINY CLOUD

- Migration of one (1) Destiny database(s) for ten (10) license(s) of Library Manager to Destiny Cloud.
- Migration of one (1) Destiny database(s) for eleven (11) license(s) of Resource Manager to Destiny Cloud.
- Migration to Destiny Cloud includes:
 - Project Management: coordination of tasks and timeline to migrate from customer-hosted servers to Destiny Cloud servers.
 - Implementation: migration of the Destiny database from customer-hosted servers to Destiny Cloud servers.
 - Technical Training: brief technical training on Destiny Cloud.
 - Server maintenance and support

Additional information regarding the migration service, and additional terms associated with Destiny Cloud, are contained in this document.

Unless otherwise noted, no other project management, implementation, data or training services are included as part of this Proposal.

DESTINY CLOUD YEAR ONE

- Destiny® Library Manager hosted in Destiny Cloud for year one for ten (10) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- Destiny® Resource Manager hosted in Destiny Cloud for year one for eleven (11) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
- Server maintenance and support

It is the customer's responsibility to provide written verification of Destiny Cloud Solution delivery immediately following the System Setup via the Acknowledgement of Delivery document (AOD).

In the event you are migrating to Destiny Cloud in the middle of a service term, you will receive a credit for the pro rata portion of the annual Destiny Support fee paid following the date of the District's acceptance of the migration services to the Destiny Cloud environment. At the time of migration your Destiny support must be current, additional fees will apply if support is expired. If your Destiny support expires during the migration process you will be subject to additional charges to cover the support for your locally hosted Destiny until the migration is complete.

Annual Licensing and Maintenance Costs Starting Year 2*

Destiny Cloud

- Destiny® Library Manager continued access to and support of Destiny Cloud for ten (10) location(s)
 - Alliance Plus
 - Destiny Discover
 - Collections
 - One Search
 - TitlePeek
 - Online documentation and Help
 - Note: Library Manager is designed specifically as a Library management tool
- Destiny® Resource Manager for continued access to and support of Destiny Cloud for eleven (11) location(s)
 - Online documentation and Help
 - Note: Resource Manager is designed specifically as a tool for District/School resource (non-library) management.
- District Technical Support includes:
 - Toll-free telephone technical support for designated Customer contacts
 - 24/7 customer Web Portal, with searchable online knowledge base
 - Unlimited email support
 - Follett Community (how-to's, training tools, and videos)
 - Product updates

Total Annual Licensing and Maintenance Costs:** **\$25,940.60**

*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to continue to receive access to Destiny Cloud. Otherwise Follett reserves the right to turn off the Services.

** Note: This new pricing will be reflected in your next annual renewal fee.

Follett evaluation of Customer's current data and infrastructure is required in advance of final pricing and agreement. If such evaluation has not been completed, additional products and services may be required that were not previously proposed. The Customer agrees that they are solely responsible for the cost of all products and services requested or required.

The Customer acknowledges and agrees that they may be required to complete and submit a discovery document to Follett. This provides bar code scanner and other related information on a site by site basis prior to data migration. The Customer agrees they will not migrate any data from any existing system into Destiny without authorization in advance by Follett. Follett is not responsible for any costs, services or products that may be required related to unauthorized migration of data by a Customer.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).

Migration Services

Migration services support moving your Destiny database(s) to Destiny Cloud, and provide your district with configured access to your Destiny software via a Web site address (URL).

Follett is responsible for providing the following processes and activities related to this service:

- Backup the Destiny database
- Verify product version of the existing installation
- Upload Destiny and database files to Destiny Cloud environment
- Verify installation with customer, and supply Destiny URL.

All services are delivered remotely.

Customers are required to provide the following activities related to this service:

- Any required Destiny upgrades to match Destiny Cloud product level.
- Delete old job summaries from Job Manager
- Remote access to the Destiny/SQL server(s) of the existing server environment
- Provide login information to the Destiny installations and the SQL Administrator (sa) user(s).

There are some services that Follett will not perform for your district:

- Follett will not install any hardware or software at your district or schools.
- Follett will not configure your networking infrastructure. Your entire district-networking infrastructure must be up and running to support the service. This includes all routers and Wide Area Network links.



Fountain Valley School District
Business Services Division

MEMORANDUM

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **ACCEPT THE MEASURE O CITIZEN'S BOND OVERSIGHT
COMMITTEE'S 2021-2022 ANNUAL REPORT**
DATE: October 3, 2022

Background:

One of the responsibilities of the Citizen's Bond Oversight Committee (CBOC) is to report to the Board of Trustees annually on the activities of the CBOC. The 2021-2022 Measure O Citizen's Bond Oversight Committee Annual Report includes information regarding committee members, meeting dates, committee activities, project updates and the committee's conclusion.

Fiscal Impact:

In 2016, the Fountain Valley School District community approved Measure O, authorizing the sale of \$63 million in General Obligation Bonds. The Citizen's Bond Oversight Committee is tasked with the oversight of expenditures of these funds

Recommendation:

It is recommended that the Board of Trustees accept the Measure O Citizen's Bond Oversight Committee's 2021-2022 Annual Report.

FOUNTAIN VALLEY SCHOOL DISTRICT

MEASURE O CITIZEN'S BOND OVERSIGHT COMMITTEE



**ANNUAL REPORT
JULY 1, 2021 – SEPTEMBER 12, 2022
EXPENDITURES & COMMITTEE ACTIVITIES**

September 12, 2022



FOUNTAIN VALLEY SCHOOL DISTRICT

MEASURE O CITIZENS' BOND OVERSIGHT COMMITTEE ANNUAL REPORT FOR 2021/2022 FISCAL YEAR EXPENDITURES & COMMITTEE ACTIVITIES

September 12, 2022

Submitted to the Fountain Valley School District Board of Trustees

**Mrs. Lisa Schultz, President
Mr. Jim Cunneen, Pro-Tem
Mrs. Jeanne Galindo, Clerk
Mr. Steven Schultz, Member
Mrs. Sandra Crandall, Member**

Measure O Committee Members:

**Judy Edwards, Chairperson
David Albert, Member
Bonnie Hanson, Member
Glenn Kubota, Member
Amy Nguyen, Member
Joni Trenda, Member
Janice Vuong, Member
Connie Wadsley, Member
Jennifer Weimer, Member**

PURPOSE OF THE COMMITTEE

The voters of the Fountain Valley School District approved a \$63 million bond measure with 63.2% YES vote on November 8, 2016. The proceeds of the bonds are intended to be used to repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems; upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science, and technology; and improve student safety and campus security.

As set forth in Prop 39, the purpose of the Measure O Citizens' Bond Oversight Committee ("CBOC") is to review and report on the proper expenditure of taxpayers' money for school construction on the Measure O bond projects.

COMMITTEE'S ACTIVITIES

For Fiscal Year 2021/2022, the CBOC conducted quarterly meetings, which included review of facilities projects and project expenditures. Four of the meetings were held at school sites to familiarize the CBOC with Measure O project construction progress:

September 13, 2021, Fulton Middle School
December 6, 2021, Fountain Valley School District Office
March 21, 2022, Talbert Middle School
June 6, 2022, Newland Elementary School

Final Committee Meeting:
September 12, 2022, Oka Elementary School

In accordance with the provisions of the Ralph M. Brown Public Act, the committee conducts meetings for the public's attendance and participation. Meeting agendas and notices are sent to committee members and posted within the required period of time. Notices are posted at the Fountain Valley School District's Office and the District's website. Meeting notices, agenda, minutes, and all other documents received by the committee are a matter of public record and are available on the Fountain Valley School District's website.

District Staff presented financial reports, communications, project, and program updates at each meeting of the CBOC. Handouts were distributed at the meetings and subsequently posted to the District's Measure O CBOC web page.

AUDIT FINDINGS

In addition, on September 12, 2022, the CBOC received the annual Financial and Performance Audit reports for the 2020/2021 Fiscal Year. There were no findings reported for the Measure O financial statements. It was also concluded that the District properly accounted for the expenditures in the building fund and expenditures were made for authorized Bond projects. The District will share the annual Financial and Performance Audit reports for the 2021/2022 Fiscal Year with the CBOC members when it becomes available in January of 2023.

MEASURE O PROJECT UPDATE

As was shared in previous annual reports, the first phase of the Measure O project, Courreges Elementary School and Masuda Middle School, was completed in the summer of 2019. The second phase of construction included Cox Elementary, Tamura Elementary and Fulton Middle School. Work on these schools was completed in summer of 2020. The third phase of construction began in summer of 2020 at Gisler Elementary School and Talbert Middle School and was completed in summer of 2021.

Phase 4 schools, Oka Elementary and Newland Elementary began construction in June of 2021 and completed work this summer.

Newland Elementary School





Oka Elementary School





The completion of Phase 4, Newland and Oka, exhausts the District's Measure O Funds. The Ending Fund Balance in Fund 21: Building Fund was \$0 at unaudited actuals.

While not funded through Measure O dollars, work on the Phase 5 School, Plavan Elementary began this summer and is scheduled to be completed in summer of 2023.

COMMITTEE'S CONCLUSION

The Measure O Citizens' Bond Oversight Committee is pleased to inform the public, and the Fountain Valley School District Board of Trustees, that, as in the previous four years, the District continues to be in compliance with Article XIII A, section 1(b)(3) of the California Constitution. The current projects are authorized under Measure O and bond proceeds have been expended in accordance with the ballot measure. Additional information, including meeting agendas, minutes, and handouts are available on the District website:

<https://www.fvsd.us/apps/pages/MeasureO-CBOC>.



Fountain Valley School District
Educational Services
Child Care Programs Department

MEMORANDUM

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **KJMB SOLUTIONS, INC. AGREEMENT 2022/2023 SCHOOL YEAR**
DATE: October 3, 2022

Background:

First 5 has contracted with KJMB Solutions, in conjunction with OC Screening Registry, to verify and manage our ASQ Online survey results. Each preschool family completes an online ASQ Survey, the survey gives the teachers, nurse and management a view into the developmental status of the child. KJMB Solutions will then share the results with the OC Screening Registry.

Fiscal Impact:

The Fountain Valley School District Child Care Programs Department will pay a \$500 annual maintenance fee. This fee will then be reimbursed to us by First 5.

Recommendation:

It is recommended that the Board of Trustees approves the KJMB Solutions Inc. agreement for the 2022-2023 school year to verify and manage our ASQ Online survey results.

KJMB Solutions, Inc.

3001 S Hardin Blvd
Ste 110-331
McKinney, TX 75070

Invoice

Date	Invoice #
8/16/22	2022-0065

Bill To
Fountain Valley School District Care Programs Mona Green 10055 Slater Avenue Fountain Valley, CA 92708

P.O. No.	Terms
	Due on receipt

Description	Amount
Screening Registry ASQ Online Annual Subscription (Account Level)	500.00
Total	\$500.00

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the “**Agreement**”) is made and entered into, effective as of August 23, 2022, by and between Fountain Valley School District Child Care Programs, (the “**Client**”), and KJMB Solutions, Inc. DBA Data Silo Solutions, a Texas for-profit corporation (“**Data Silo Solutions**”).

R E C I T A L S

WHEREAS, the Client has advised Data Silo Solutions that the Client is seeking to obtain certain information technology services for its business operations;

WHEREAS, Data Silo Solutions desires to perform such services for the Client, subject to the terms and conditions hereof; and

WHEREAS, the Client desires to obtain the services of Data Silo Solutions, subject to the terms and conditions hereof;

NOW THEREFORE, in consideration of the premises, and on the mutual promises, covenants, agreements and conditions contained in this Agreement, the parties hereto hereby agree as follows:

1. Data Silo Solutions Services. Subject to the terms and conditions of this Agreement, Data Silo Solutions shall provide to the Client the following services:

(A). ASQ Online Integration with the Orange County Children’s Screening Registry (the “**Application**”) for the duration of this Agreement;

(B). Nightly database backups of data within the Application; and

(C). Customer support for application errors and/or accessibility issues related to Data Silo Solutions’ servers (collectively, the “**Services**”).

The Services, defined and outlined above, to be provided by Data Silo Solutions do not include Client training on the use of the Application. Data Silo Solutions only provides accessibility support and any customization or data import services that have been specifically contracted for in this Agreement or any Appendix to this Agreement.

Data Silo Solutions, in its sole discretion, will determine the method, details and means of performing the Services.

In performing the Services listed above, Data Silo Solutions may employ proprietary intellectual property, including, but not limited to, software, patents, copyrights, trademarks, service marks, and trade names, whether registered or not, trade secrets, and know-how (collectively referred to as "**Data Silo Solutions Intellectual Property**"). Nothing in this Agreement shall be construed to give the Client any right of ownership or any other proprietary right whatsoever in such Data Silo Solutions Intellectual Property.

Neither Client nor Data Silo Solutions shall acquire any right, title, or interest in or to, nor may it use or sell, assign or convey, the other party's name, trademarks, tradenames, service marks, or other proprietary identifying symbols without the express, written approval of the other party.

2. Data Silo Solutions Fee. In the rendering of the Services, Data Silo Solutions shall be entitled to a yearly fee of \$500 for the use of the Application with an Account Level Access Token. Said yearly fee for the use of the Application shall reoccur and be due annually if this contract is extended. Such above-mentioned fees shall be due and payable not later than thirty (30) days after the date of the Data Silo Solutions invoice for such services. Balances due after thirty (30) days of receipt of the Data Silo Solutions invoice shall be deemed to be past due and shall subject to a 1.5% late fee on the past due balance. Client shall be liable for all costs incurred in collection of past due balances, including but not limited to, attorneys' fees. Client checks that are returned for any reason, including, but not limited to, non-sufficient funds, shall be subject to a \$100.00 fee per check.

Fees are exclusive of any sales or income taxes, which may be levied or assessed upon the Services or the equipment. Any such taxes shall be paid by Client. If Client is exempt from otherwise applicable taxes, Client must submit to Data Silo Solutions its tax identification number and exemption certificate at the time of the execution of this Agreement.

3. Terms of Agreement. The term of this Agreement shall be for 1 year from the later of August 23, 2022 or the "Go Live" date for the Integration. The term of this Agreement may be extended annually by the agreement of the parties hereto or by Amendment to this agreement. This Agreement shall remain in full force and effect for the duration of any extension of this Agreement.

4. Client Responsibilities. In addition to providing Data Silo Solutions with timely cooperation and additional assistance as Data Silo Solutions may require from time to time.

Data Silo Solutions shall bear no liability or otherwise be responsible for delays caused by Client's failure to timely perform such Client Responsibilities as defined above.

5. Patient Information. Client shall at all times comply with all privacy, confidentiality and other requirements related to the appropriate transfer and storage of patient information under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and any other similar state or federal law, rule or governmental or quasi-governmental regulation or requirements relating thereto. Client shall not send any patient or other information to Data Silo Solutions in violation of the regulations and requirements of HIPAA or any other similar state or federal law, rule or governmental or quasi-governmental regulation or requirements relating thereto. If Client

violates this Section 5 of the Agreement, Data Silo Solutions, in its sole discretion, may terminate this Agreement effective immediately.

6. **Termination.** Either party may terminate this Agreement upon the other party's breach of any term, condition, or obligation hereunder if such breach is not remedied in a timely manner after reasonable notice. Data Silo Solutions may terminate this Agreement for Client's failure to pay fees five (5) days after giving written notice to Client. Data Silo Solutions may also terminate this Agreement for a Client's non-monetary breach, thirty (30) days after giving written notice to Client. In the event that Client breaches this Agreement, Data Silo Solutions may immediately withhold, interrupt, or terminate Services until Data Silo Solutions, in its sole discretion, determines that the breach has been remedied. Client also agrees that it is difficult to estimate the actual damages that Data Silo Solutions may suffer as a result of Client's breach and therefore agrees that a good faith estimate of the damages suffered by Data Silo Solutions for any Client breach of any term or provision of this Agreement would be equal to one year's fees due to Data Silo Solutions under this Agreement. Such amount shall be immediately due and payable by Client to Data Silo Solutions after the appropriate notice period(s) outlined in this section.

7. **Services Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CLIENT AGREES THAT THE SERVICES PROVIDED BY DATA SILO SOLUTIONS ARE ON AN "AS-IS, AS AVAILABLE" BASIS AND DATA SILO SOLUTIONS, ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES OF ANY CONTENT OR SOFTWARE THEREIN, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR USE, TITLE, QUIET ENJOYMENT, SYSTEMS INTEGRATION, ABSENCE OF VIRUSES OR OTHER CODE THAT MANIFEST CONTAMINATING, DESTRUCTIVE OR HARMFUL PROPERTIES, OR NON-INFRINGEMENT. DATA SILO SOLUTIONS MAKES NO WARRANTY THAT THE SERVICES SHALL MEET CLIENT'S REQUIREMENTS, OR THAT THE SERVICES SHALL BE UN-INTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES DATA SILO SOLUTIONS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT, PRODUCT, SERVICES OR MERCHANDISE PROVIDED THROUGH THE SERVICES OR THAT DEFECTS IN ANY SOFTWARE SHALL BE CORRECTED.

Client Initials _____.

8. **Disclaimers Part of Bargained For Exchange.** CLIENT AGREES THAT ANY WARRANTY, LIMITATION ON LIABILITY, REMEDY DISCLAIMERS AND OTHER LIMITATIONS AND DISCLAIMERS IN THIS AGREEMENT ARE A MATERIALLY BARGAINED FOR BASIS OF THIS AGREEMENT, AND THAT WITHOUT THEM, DATA SILO SOLUTIONS WOULD NOT ENTER INTO THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN THE DECISION BY CLIENT TO ENTER INTO THIS AGREEMENT.

Client Initials _____.

9. **Independent Contractor.** Data Silo Solutions is retained hereunder as an independent contractor of the Client, not as an employee thereof. Therefore, Data Silo Solutions, in its sole discretion, shall determine the method, details, and means of performing the Services.

10. **No Agency.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority to bind Data Silo Solutions in any respect whatsoever.

11. **Trade Secrets.** Neither Data Silo Solutions nor Client shall, except in the normal performance of his duties, divulge to any person, firm or firms, corporation or corporations, any trade secret having to do with the business of Data Silo Solutions or the Client that shall come to the knowledge of either party by reason of this Agreement or the relationship of Data Silo Solutions and the Client created by this Agreement during the term of this Agreement and after the termination hereof. The foregoing obligations do not include information which (i) was in the public domain or publicly known or available prior to the date of disclosure, other than as a result of a disclosure by the parties or (ii) becomes available to the parties on a non-confidential basis from a source other than the Client.

12. **Non-exclusive License.** Client grants to Data Silo Solutions a royalty-free, non-exclusive, worldwide, fully paid, limited license to use any information, materials, and technology owned, licensed or controlled by Client that Data Silo Solutions reasonably requires to perform the Services.

13. **Indemnification.** Client agrees to defend, indemnify and hold harmless Data Silo Solutions and its parents, subsidiaries, affiliates, officers, directors, owners, agents, and other partners, employees, successors, and assigns, from and against any claims, actions, suits, proceedings, or demands, as well as any losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of Client's use of the Application, Services, or any equipment provided by Data Silo Solutions, the violation of this Agreement, the infringement by Client, or other user, of the Services or Application, of any copyright, trademark, service mark, trade dress, or other intellectual property rights of any person or entity. Upon notice from Data Silo Solutions, Client shall defend the same at Client's expense by counsel reasonably satisfactory to Data Silo Solutions. The indemnity set forth herein shall survive the expiration of the termination of this Agreement until such time as the action on account of any matter covered by this indemnity is barred by the applicable statute of limitations.

14. **Non-Circumvention.** For a period of three (3) years from the date hereof, without the prior written consent of Data Silo Solutions, which consent may be withheld in Data Silo Solutions' sole and absolute discretion, neither the Client nor any parent, subsidiary, director, officer, employee, agent, representative or affiliate thereof may directly or indirectly enter into, arrange, or otherwise establish Services terms from, with or on behalf of any employee, independent contractor, manufacturer's representative, or any other person otherwise hired by Data Silo Solutions in performing the Services.

15. Notices. All notices or other communications required or permitted by this Agreement or by law to be given by any party hereto shall be in writing. All such notices and communications shall be deemed duly served and given to the other party: when delivered by hand, if personally delivered; when answered back, if telexed; when receipt is acknowledged, if telecopied; and five (5) calendar days after mailed, if sent by registered or certified mail with return receipt. For purposes hereof, notices and other communications hereunder shall be directed to the parties hereto at the following addresses:

16. To Data Silo Solutions:

Data Silo Solutions, Inc.
3001 S. Hardin Blvd. Ste. 110-331
McKinney, Texas 75070

17. To the Client:

Mona Green
Fountain Valley School District Child Care Programs
10055 Slater Ave
Fountain Valley, CA 92708

Any party hereto may change its address for the purpose of receiving notices and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

18. Applicable Law/Venue. This Agreement shall, in all respects, be construed, interpreted, and enforced in accordance with and governed by the internal substantive laws of the State of Texas, without regard to any otherwise applicable principles of conflicts of laws. Proper venue for any litigation or arbitration concerning this Agreement shall be in Collin County, Texas.

19. Severability. Any provision in this Agreement which is illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this Agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this Agreement, or otherwise to amend this Agreement, including the provision relating to choice of law, to achieve such result.

20. Captions. The captions set forth in this Agreement are for convenience only and shall not be considered as part of this Agreement or as in any way limiting or amplifying the terms and provisions hereof.

21. No Waiver of Breach. A waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

22. **Attorneys' Fees.** If any action or proceeding in contract or tort arising out of or relating to this Agreement is commenced by any party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs (including court costs) and expenses incurred in the action or proceeding by the prevailing party, along with any reasonable attorneys' fees, costs (including court costs) and expenses incurred to collect any amount awarded in connection with any such action or proceeding.

23. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the making, performance, breach or interpretation thereof, shall be settled by binding arbitration in Collin County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then existing. Any claim concerning whether a particular matter or issue is subject to arbitration in accordance herewith shall also be so determined by arbitration. The arbitration shall be held before a single arbitrator. Any award by the AAA shall be final and binding between the parties; and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitrator may award such monetary and/or other relief (exclusive of consequential, punitive, or exemplary damages or injunctive relief) as the arbitrator deems just and equitable. Either party may submit the controversy or claim to arbitration.

24. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

25. **Force Majeure.** Each party to this Agreement agrees that neither party shall be liable for any (i) losses, (ii) damage, including consequential damages, (iii) detention, or (iv) delay or failure to perform in whole or in part resulting in any such case from causes beyond the control of either party, including, but not limited to: acts of God; fires; strikes; insurrections; riots; embargoes; acts of terrorism; epidemics; acts or omissions of vendors or suppliers; equipment failures; cut wire or fiber; delays in transportation; or other occurrences which are beyond reasonable control. Delays or non-performance excused by this provision shall not excuse payment of any amount due hereunder owed at the time of the occurrence.

26. **Entire Agreement.** It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all other prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed and those herein referenced and hereto attached. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLIENT

By: _____
Its:

**KJMB SOLUTIONS, INC. DBA DATA SILO
SOLUTIONS**
a Texas for-profit corporation

By: _____
Its:



Fountain Valley School District
Support Services
2022-2023

M E M O R A N D U M

TO: Dr. Katherine Stopp, Superintendent
FROM: Carrie Hunter, Director, Special Education
SUBJECT: **Maxim Healthcare Staffing Services, Inc.**
DATE: October 3, 2022

Background:

The District provides a comprehensive Special Education program based on the identified needs of students. However, there are instances when the needs of a particular student cannot be met by the District's programs or staff, or as a result of an Individualized Education Program (IEP) team decision or mediation/due process agreement, additional supports are required. Additionally, when the District is unable to secure sufficient staff for student health-related needs or in order to maintain average caseload numbers, contracting out services becomes necessary.

Fiscal Impact:

Not to exceed \$150,000.00 for the 2022-2023 school year.

Recommendation:

It is recommended that the Board of Trustees approve the contract between Maxim Healthcare Staffing Services, Inc. and the Fountain Valley School District for the 2022-2023 school year.

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this day of September 16th, 2022, by and between **Customer** located at 10055 Slater Ave Fountain Valley, CA 92708, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 S. Main St. #600 Orange, CA 92868 referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in CA and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

Agreement” means this Educational Staffing Services Agreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“Assignment Confirmation” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“Assignment Personnel” means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

“Assignment Personnel Rate” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“Assignment Services” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“Attachment A” means the position(s) of Personnel requested by Customer to provide Services, as set forth in Section 3.1 herein and rate(s), including Base Rates, and is incorporated into this Agreement by reference.

“Attachment B” means the pre-screening Personnel requirements pursuant to Section 3.2 and is incorporated into this Agreement by reference.

“Attachment C” means an Assignment Confirmation and is incorporated into this Agreement by reference.

“Base Rate” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“Behavior Intervention Plan” or “BIP” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“Contractor” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“Effective Date” means the date first written above in the introductory paragraph of Agreement.

“Float” means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Local Assignment Personnel” means Personnel providing Assignment Services whose home of record is less than fifty (50) miles from the School Work Site.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Personnel” means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

“Placement” is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

“Related Services” is defined to mean developmental, corrective and other supportive services as may be required to assist a student with a disability to receive FAPE as described by a student’s 504 Plan or IEP that do not require a licensed professional to perform the services.

“School Health Services” is defined to mean health services required to be provided by a school nurse or other licensed professional that enable a student with a medically related disability to receive FAPE as described by a student’s 504 Plan, IHP or IEP.

“School Work Site” means any location Customer assigns Personnel to render Services.

“**Services**” means collectively School Health Services, Medical Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

“**Special Education**” is defined as specially designed instruction to meet the unique needs of a student with a disability.

“**Statement of Work**” or “**SOW**” means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

“**Supplies**” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“**Term**” has the meaning given is Section 2.1.

“**Travel Assignment Personnel**” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the School Work Site.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will continue for a school calendar year, which runs from September 16th, 2022 to June 30th, 2023.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) **Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is

responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.4 Special Education Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of

the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim following the completion of 1,440 hours. In the event, Maxim Personnel work less than 1,400 hours, Customer will pay Maxim a placement fee of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: **hunterc@fvsd.us**
Invoicing Contact: **Carrie Hunter**
Invoicing Address: 10055 Slater Ave
Fountain Valley, CA 92708

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim’s preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes (“Disputed Amounts”) upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on “Attachment A” of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer’s impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor

Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. If Customer requests a face-to-face interview for Travel Assignment Personnel, Maxim will bill Customer for cost of travel, lodging, and reasonable per diem expenses. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Travel Coordination. Maxim will be solely responsible for coordinating Travel Assignment Personnel's travel assignments to Customer including housing, payroll, and related functions.

Section 8.4 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.5 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required

to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

Section 8.6 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.7 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens coverage from Maxim, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [___]. The terms set forth in Attachment [___] will govern the provided Locums Tenens services and are incorporated herein by this reference.

Section 9.2 MaxView. Should Customer request utilization of Maxim's workforce technology solution, **MaxView** in conjunction with providing Personnel under this Agreement the Parties shall enter into a separate Service Agreement for MaxView in the form of Attachment [___]. The terms set forth in Attachment [___] will govern the provided utilization of MaxView, along with any applicable terms and conditions and terms of use and are incorporated herein by this reference.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

Section 11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS

INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any

time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

Section 16.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Fountain Valley School District
10055 Slater Ave
Fountain Valley, CA 92708
ATTN: Accounts Payable

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to:
ContractsEducationalServices@maxhealth.com

COPY TO:

Maxim Healthcare Staffing Services, Inc.
500 S. Main St. #600
Orange, CA 92868
ATTN: **Christine Wiltse**

Section 16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 16.8 Merger. This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

Section 16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

FOUNTAIN VALLEY SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name & Title

Printed Name & Title

Date

Date

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES – September 16th, 2022**

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Local Rate (per hour)
LVN	\$55
RN	\$75
Credentialed RN	\$90
C.N.A./Health Aide/MA	\$36
COVID Support Health Tech	\$42
EMT/Paramedic	\$45
In-Person Contact Tracer	\$40
Remote Contact Tracer	\$35
BCBA	\$115
SLP/OT/PT	\$100
Bilingual SLP	\$110
SLPA/COTA	\$70
School Psychologist	\$100
School Counselor	\$65
LCSW/LMFT	\$80
ACSW/AMFT	\$70
SPED Teacher	\$75
APE Teacher	\$72
TVI Teacher	\$72
Para Educator/Instructional Aide	\$36
Behavioral Aide/Behavioral Tech	\$50
Behavioral Aide ASL	\$55
Instructional Aide ASL/Bilingual	\$40

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

Attachment “B”
PRE-ASSIGNMENT SCREENING

- I. **School Health Services Personnel Requirements.** Unless the Customer requests in writing that the provisions of Section IV hereof apply or requests any modification hereto, Maxim will supply Customer with School Health Services Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that the appropriate health screening(s) was completed;
 - c. Verify current license, registration, or certification for the Services to be provided;
 - d. Verify skills checklist of competencies for the position and exam;
 - e. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - f. Verify relevant professional and specialty expertise;
 - g. Receive employment verification;
 - h. Confirm Personnel are authorized to work;
 - i. Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Related Services Personnel Requirements.** Unless the Customer requests in writing that Section IV hereof apply, Maxim will supply Customer with Related Services Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel’s placement. Maxim will:
- a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file if placed in a healthcare setting;
 - c. Receive employment verification;

- d. Confirm Personnel are authorized to work;
- e. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

III. **Special Education Services.** Unless the Customer requests in writing that Section IV hereof apply, Maxim will supply Customer with Special Education Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:

- a. Conduct a criminal background check in accordance with applicable law;
- b. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file if placed in a healthcare setting;
- c. Receive employment verification;
- d. Confirm Personnel are authorized to work;
- e. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

IV. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

**ATTACHMENT “C”
ASSIGNMENT CONFIRMATION**

Maxim and Customer hereby agree the following personnel will be assigned to Customer’s Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of personnel’s compliance with the Agreement and the pre-assignment screening requirements in “Attachment B” prior to the assigned start date.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship

between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.



Fountain Valley School District
Support Services
2022-2023

MEMORANDUM

TO: Dr. Katherine Stopp, Superintendent
FROM: Carrie Hunter, Director, Special Education
SUBJECT: **Special Education Settlement Agreement 2022-2023-B**
DATE: October 3, 2022

Background:

According to the Special Education Settlement Agreement signed on August 25, 2022, between Parents and the Fountain Valley School District, the District agrees to enter into a contract and fund student's placement at Mardan School and services pertaining to speech and language, occupational therapy, and transportation through June 22, 2023. Any and all invoices related to student's placement and services will be processed through the West Orange County Consortium for Special Education (WOCCSE) through the Agreement End Date. Furthermore, the District agrees to pay attorneys' fees incurred on behalf of the Student directly to the attorney in the amount of EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$ 8,500.00) as full and final settlement of all outstanding claims for any and all claims for attorneys' fees relating to the Disputes, the Action, and the Agreement, through the Agreement End Date. This amount shall be paid within 60 days of board approval. Term of settlement is through the end of the 2022-2023 regular school year.

Fiscal Impact:

Not to exceed \$ 8,500.00.

Recommendation:

It is recommended that the Board of Trustees approves this Settlement Agreement 2022-2023-B.

2022/2023

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 21, 2022

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

Board Meeting Date: October 6, 2022

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

Student's Name	Non-Public School/Agency	100% Contract / Amendment	Effective Dates
	Beacon Day School W23110	\$2,492.40	July 1, 2022 to June 30, 2023
	Speech and Language Development Center W23122	\$10,600.00	July 1, 2022 to June 30, 2023

Approved by the FVSD Board of Trustees
October 6, 2022

Katherine Stopp, Ed.D.
Superintendent

Date:

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 6th of October, 2022 between the Fountain Valley School District, County of Orange and Beacon Day School for
(Local Education Agency) (Nonpublic School or Agency)

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

of Orange County.

ORIGINAL CONTRACT – July 1, 2022 – June 30, 2023

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 220.68	205	\$ 45,239.40
Transportation – Round Trip	NPS	Per Diem	\$ 95.40	205	19,557.00
Transportation – Mileage (1x31miles/RT daily)	NPS	Per Mile	\$ 2.50	6,355	15,887.50
Adaptive PE – Group (2x30min/wk RSY,1x30min/wk ESY)	NPS	60 Minutes	\$ 130.00	46.5	6,045.00
Speech & Language – Individual (2x20min/wk)	NPS	60 Minutes	\$ 137.80	26	3,582.80
Speech & Language – Group (1x20min/wk)	NPS	60 Minutes	\$ 137.80	14.667	2,021.07
Occupational Therapy – Individual (1x20min/wk)	NPS	60 Minutes	\$ 148.40	14.667	2,176.53
Occupational Therapy – Consultation (1x10min/wk)	NPS	60 Minutes	\$ 148.40	7.333	1,088.27
Behavior Intervention – Supervision (1x180min/mo)	NPS	60 Minutes	\$ 114.54	33	3,779.82
Behavior Intervention – BII Classroom Aide RSY (1x360min/day)	NPS	60 Minutes	\$ 62.31	1,110	69,164.10
Behavior Intervention – BII Classroom Aide ESY (1x240min/day)	NPS	60 Minutes	\$ 62.31	80	4,984.80
Assessments – Psycho-Educational / FBA (2x15hrs)	NPS	60 Minutes	\$ 137.80	30	4,134.00
TOTAL ORIGINAL CONTRACT COST:					\$ 177,660.29

AMENDMENT #1 CONTRACT – July 1, 2022 – June 30, 2023

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Daily Meal Services (Breakfast/Lunch)	NPS	Per Day	\$ 11.00	200	\$ 2,200.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 2,200.00

AMENDMENT #2 CONTRACT – July 1, 2022 – June 30, 2023

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Behavior Intervention – BII Classroom Aide ESY (1x120min/day)	NPS	60 Minutes	\$ 62.31	40	\$ 2,492.40
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 2,492.40

AMENDED CONTRACT – July 1, 2022 – June 30, 2023

SERVICES PROVIDED BY THIS AMENDMENT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amendment Cost
Basic Education	NPS	Per Diem	\$ 220.68	205	\$ 45,239.40
Transportation – Round Trip	NPS	Per Diem	\$ 95.40	205	19,557.00
Transportation – Mileage (1x31miles/RT daily)	NPS	Per Mile	\$ 2.50	6,355	15,887.50
Adaptive PE – Group (2x30min/wk RSY,1x30min/wk ESY)	NPS	60 Minutes	\$ 130.00	46.5	6,045.00
Speech & Language – Individual (2x20min/wk)	NPS	60 Minutes	\$ 137.80	26	3,582.80
Speech & Language – Group (1x20min/wk)	NPS	60 Minutes	\$ 137.80	14.667	2,021.07
Occupational Therapy – Individual (1x20min/wk)	NPS	60 Minutes	\$ 148.40	14.667	2,176.53
Occupational Therapy – Consultation (1x10min/wk)	NPS	60 Minutes	\$ 148.40	7.333	1,088.27
Behavior Intervention – Supervision (1x180min/mo)	NPS	60 Minutes	\$ 114.54	33	3,779.82
Behavior Intervention – BII Classroom Aide RSY (1x360min/day)	NPS	60 Minutes	\$ 62.31	1,110	69,164.10
Behavior Intervention – BII Classroom Aide ESY (1x360min/day)	NPS	60 Minutes	\$ 62.31	120	7,477.20
Assessments – Psycho-Educational / FBA (2x15hrs)	NPS	60 Minutes	\$ 137.80	30	4,134.00
Daily Meal Services (Breakfast/Lunch)	NPS	Per Day	\$ 11.00	200	2,200.00
TOTAL AMENDED CONTRACT COST:					\$ 182,352.69

This AMENDED Service shall begin on July 1, 2022 and shall terminate at 5:00 p m. on June 30, 2023 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Beacon Day School

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Katherine Stopp, Ed.D., Superintendent

(Type Name of Superintendent)

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 6th of October, 2022 between the Fountain Valley School District, County of Orange and Speech and Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)

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

of Orange County.

ORIGINAL CONTRACT – July 1, 2022 to June 30, 2023

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Original Cost
Basic Education	NPS	Per Diem	\$ 195.14	200	\$ 39,028.00
Transportation – Zone 3 (RT/day)	NPS	Round-trip	\$ 74.20	200	14,840.00
Speech & Language – Individual (1x90min/wk)	NPS	60 Minutes	\$ 121.32	66	8,007.12
Occupational Therapy – Individual (1x60min/wk)	NPS	60 Minutes	\$ 121.32	44	5,338.08
Physical Therapy – Individual (1x15min/wk)	NPS	60 Minutes	\$ 121.32	11	1,334.52
One-to-One Aide – Classroom (1x4hrs/day)	NPS	60 Minutes	\$ 26.50	800	21,200.00
One-to-One Aide – Bus (1x2hrs/day)	NPS	60 Minutes	\$ 26.50	400	10,600.00
TOTAL ORIGINAL CONTRACT COST:					\$100,347.72

AMENDMENT #1 CONTRACT – July 1, 2022 to June 30, 2023

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
Daily Meal Services (Breakfast/Lunch)	NPS	Per Day	\$ 11.00	200	\$ 2,200.00
TOTAL ADDENDUM CONTRACT COST:					\$ 2,200.00

AMENDMENT #2 CONTRACT – July 1, 2022 to June 30, 2023

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Addendum Cost
One-to-One Aide – Classroom (1x2hrs/day)	NPS	60 Minutes	\$ 26.50	400	\$ 10,600.00
TOTAL ADDENDUM CONTRACT COST:					\$ 10,600.00

AMENDED CONTRACT – July 1, 2022 to June 30, 2023

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost per Session	Maximum No. Sessions	Total Amended Cost
Basic Education	NPS	Per Diem	\$ 195.14	200	\$ 39,028.00
Transportation – Zone 3 (RT/day)	NPS	Round-trip	\$ 74.20	200	14,840.00
Speech & Language – Individual (1x90min/wk)	NPS	60 Minutes	\$ 121.32	66	8,007.12
Occupational Therapy – Individual (1x60min/wk)	NPS	60 Minutes	\$ 121.32	44	5,338.08
Physical Therapy – Individual (1x15min/wk)	NPS	60 Minutes	\$ 121.32	11	1,334.52
One-to-One Aide – Classroom (1x6hrs/day)	NPS	60 Minutes	\$ 26.50	1,200	31,800.00
One-to-One Aide – Bus (1x2hrs/day)	NPS	60 Minutes	\$ 26.50	400	10,600.00
Daily Meal Services (Breakfast/Lunch)	NPS	Per Day	\$ 11.00	200	2,200.00
TOTAL AMENDED CONTRACT COST:					\$113,147.72

This AMENDED Service shall begin on July 1, 2022 and shall terminate at 5:00 p m. on June 30, 2023 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech and Language Development Center
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature)

(Signature) Date

(Type Name and Title)

Katherine Stopp, Ed.D., Superintendent
(Type Name of Superintendent)

2022/2023

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 22, 2022

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

Board Meeting Date: October 6, 2022

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
	Mardan School W23142	\$50,106.36	August 25, 2022 to June 22, 2023

Approved by the FVSD Board of Trustees
October 6, 2022

Katherine Stopp, Ed.D.
Superintendent

Date:

2022/2023

HBUHSD Contract # W23142

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 25, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)	FOUNTAIN VALLEY SCHOOL DISTRICT		Nonpublic School/Agency	MARDAN SCHOOL	
Address City, State Zip	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		Address City, State, Zip	1 OSBORN IRVINE, CA 92604	
LEA Case Manager			Phone	949-733-1500	Fax 949-733-9234
			E-Mail	www.mardanschool.org	
Student Last Name	Student First Name		Program Contact Name	DAVID EISENMAN, EXECUTIVE DIRECTOR TERI GERO-SMEAD, DIRECTOR OF FINANCE	
D.O.B.	I.D. #		Phone	949-334-7389	Fax 949-733-9234
			E-Mail	tgero@mardanschool.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 39
Address City, State Zip			Education Schedule – Extended School Year		
			Number of Days	23	Number of Weeks 5
			Contract Begins	08/25/22	Ends 06/22/23
Home Phone	Business/Mobile Phone		Master Contract Approved by the Governing Board on:		08/04/22

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			\$208 37/day	1x240min/day	179	4	\$ 38,131 71
B. RELATED SERVICES									
1 Transportation <input type="checkbox"/>									
a Paid to NPS/A				HopSkipDrive	Varies	OW/Daily	179	4	\$ -
b Reimburse Parent									
2 Counseling									
a Group									
b Individual									
c Family									
3 Adapted P E									
4 Speech/Language <input type="checkbox"/>									
a Individual		X			\$116 02/hr	3x15min/wk	39	1	\$ 3,480 60
b Group		X			\$65 68/hr	1x30min/wk	39	1	\$ 1,313 60
5 Occupational Therapy <input type="checkbox"/>									
a Therapy		X			\$115 81/hr	2x30min/wk	39	1	\$ 4,632 40
b Consultation		X			\$115 81/hr	1x30min/mo	10		\$ 579 05

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 <input type="checkbox"/>									
7 ABA - Behavior Intervention									
a Consult									
b Direct									
c Supervision									
d Assessment									
8 One-to-One Aide									
9 Other									
10 Universal State Meal Mandate		X			\$11 00/day	breakfast/lunch	179		\$ 1,969 00
11 Other									
							A + B TOTAL COST		\$ 50,106.36

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 11,974.65

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 50,106.36

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 10/06/22

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

-CONTRACTOR-

-LEA-

MARDAN SCHOOL
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

KATHERINE STOPP, Ed D, SUPERINTENDENT
(Name of Superintendent or Authorized Designee)