



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

10055 Slater Avenue
Fountain Valley, CA 92708

November 10, 2022

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

M _____
2nd _____
V _____

- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

1. CELEBRATION OF OUTGOING TRUSTEES JIM CUNNEEN AND LISA SCHULTZ

In celebration and appreciation of their eight years of dedicated service to the Board of Trustees, the Fountain Valley School District Family will honor Mr. Jim Cunneen and Ms. Lisa Schultz for their ongoing commitment to our staff, students, and community.

- RECESS

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. 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.

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.

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

No items

2. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M _____
2nd _____
V _____

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

- 2-A.** Board Meeting Minutes from October 6th regular meeting
- 2-B.** Board Meeting Minutes from October 26th special meeting
- 2-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 2-D.** Donations
- 2-E.** Warrants
- 2-F.** Purchase Order Listing

Consent Items

2-G. ANNUAL ORGANIZATIONAL MEETING

Superintendent's Comments: It is recommended that the Board of Trustees selects Thursday, December 15, 2022, as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 6:30 pm.

2-H. APPROVE CHANGE ORDER #4R2 FOR THE OKA ELEMENTARY SCHOOL MEASURE O HVAC AND MODERNIZATION PROJECT

Superintendent's Comments: It is recommended that the Board of Trustees approve Change Order #4R2 for the Oka Elementary School Measure O HVAC and Modernization Project.

2-I. REJECTION OF PROPERTY CLAIM 2023-01 IN THE AMOUNT OF \$15,099.46

Superintendent's Comments: It is recommended that the Board of Trustees rejects claim 2023-01 from United Services Automobile Association.

2-J. RESOLUTION 2023-11: ADOPTING AND APPROVING THE JOINT POWERS AUTHORITY AGREEMENT AND JOINING GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY

Superintendent's Recommendation: It is recommended that the Board of Trustees approves Resolution 2023-11, approving the District's membership in the Government Financial Services Joint Powers Authority and assigning all contracts with Government Financial Strategies, Inc. to the JPA.

2-K. AMENDMENT TO THE CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY CONTRACT 2022/2023 SCHOOL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approves the amendment to the contract for school year 2022/2023.

2-L. MEMORANDUM OF UNDERSTANDING WITH HUNTINGTON BEACH UNIFIED SCHOOL DISTRICT FOR SCHOOL LIBRARY SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between FVSD and HBUHSD for School Library Services for the 2022-2023 and 2023-2024 school years.

2-M. MEMORANDUM OF UNDERSTANDING WITH OCDE INDUCTION PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees approves the Memorandum of Understanding between FVSD and OCDE INDUCTION PROGRAM.

2-N. NON-PUBLIC AGENCY CONTRACTS

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

<u>Non-public School/Agency</u>	<u>100% Contract Cost</u>	<u>Effective Dates</u>
Beacon Day School	\$19,557.00	7/1/22-6/30/23
Olive Crest Academy – North	\$1,402.43	7/1/22-6/30/23
Rossier Park Elementary	(\$1,414.00)	7/1/22-6/30/23

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.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Consultation with Assistant Superintendent, Personnel, Assistant Superintendent, Business Services and Assistant Superintendent, Educational Services: *Government Code 54956.5*

- **REPORT OUT OF CLOSED SESSION**

The Board President will report out on action taken if any.

- **APPROVAL TO ADJOURN**

The annual organizational meeting of the Fountain Valley School District Board of Trustees is on Thursday, December 15, 2022, at 6:30 PM.

A copy of the Board Meeting agenda is posted on the District's website (www.fvsvd.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@fvsvd.us or calling 714.843.3255 during regular 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@fvsvd.us or calling 714.843.3255.

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

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 6, 2022

MINUTES

President Schultz called the regular meeting of the Board of Trustees to order at 6:30 pm.

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. Crandall moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

STAFF REPORTS AND PRESENTATIONS

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.

ED SERVICES
UPDATE

BOARD REPORTS AND COMMUNICATIONS

Mrs. Galindo's activities since the last meeting included: attending Back to School Night at Plavan and two Fountain Valley Schools Foundation Meetings. The FV Schools Foundation's future events of note are the Festival of Trees on Sunday, December 4th, from 1:00-4:00 p.m. at Founders Village and the Marc Ecker Golf Tournament, which will now take place in the Spring of 2023.

Mrs. Crandall congratulated the Citizens Bond Oversight Committee and the 18 people who served over the last 5 ½ years. She attended Back to School Night at Oka and Fulton and toured the new Plavan Administration Building. Her committee work included the Fountain Valley Schools Foundation meetings. They've already spent money on a district-wide kiln and musical instruments this year. She is the Board liaison to the Safe Schools Task Force, which met on October 4th. Additionally, she attended the SPC (Superintendent-Parent Council) meetings and the Hyundai Color Run, which supports pediatric cancer.

Mr. Schultz's thanked Joy Moyers for her dedication in her new role as Public Information Officer/Executive Assistant to the Superintendent; Chris Fullerton and Cathie Abdel for their work with the negotiating teams, He also paid respects to a former student who passed last week. His activities since the last meeting included: the Back to School Night at Masuda.

Mr. Cuneen gave his time for a moment of silence in honor of a former FVSD student who lost his life last week.

Mrs. Schultz's thanked Ms. Moyers and Dr. Stopp for their perseverance in their new roles. Her activities since the last meeting included: Back to School Night at Gisler.

PUBLIC HEARING

The Board of Trustees conducted 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 was welcomed. There were no requests to address the Board, and the hearing was closed.

CERTIFICATION OF
PROVISIONS OF
STANDARDS-
ALIGNED
INSTRUCTIONAL
MATERIALS

PUBLIC COMMENTS

There were six requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Schultz moved to approve the updated Board Policy 4040 Employee Use of Technology/Acceptable Use Policy

Second: Mr. Cunneen

UPDATES TO BOARD
POLICY 4040
EMPLOYEE USE OF
TECHNOLOGY/ACCE
PTABLE USE POLICY

Vote: 5-0

Motion: Mrs. Crandall moved to approve the updated Board Policy 6158 Independent Study.

UPDATES TO BOARD
POLICY 6158
INDEPENDENT
STUDY

Second: Mr. Cuneen

Vote: 5-0

Motion: Mrs. Galindo moved to adopt Resolution 2023-08: Authorization for Teaching Credentials 2022-23 School Year.

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

Second: Mr. Cunneen

Vote: 5-0

Motion: Mrs. Schultz moved to adopt Resolution 2023-09: Certification of provision of standards-aligned instructional materials.

RESOLUTION 2023-
09: STANDARDS-
ALIGNED
INSTRUCTIONAL
MATERIALS

Second: Mrs. Crandall

Vote: 5-0

Motion: Mr. Cunneen moved to adopt Resolution 2023-10 Recognition of October 2022 as Dyslexia Awareness Month.

RESOLUTION 2022-
10 RECOGNITION
OF OCTOBER 2022
AS DYSLEXIA
AWARENESS
MONTH

Second: Mrs. Galindo

Vote: 5-0

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

CONSENT
CALENDAR

Second: Mr. Galindo

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from September 1st regular meeting

- Board Meeting Minutes from September 8th special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Orders
- Budget Transfers and Adjustments
- Williams Uniform Complaint Quarterly Report (Quarter #1: July 1 – September 30, 2022)
- Change Order #3 for Oka Elementary School Measure O HVAC and Modernization Project
- Change Order #3 for Newland Elementary School Measure O HVAC and Modernization Project
- Notice of Completion Oka
- Independent Contract Expression Speech Language Pathology Services, Inc.
- Agreement for Expanded Learning Opportunities from Elevo, Inc
- Agreement for Expanded Learning Opportunities from Arts & Learning Conservatory
- Agreement for Library/Inventory Management Software from Follett School Solutions
- Accept the Measure O Citizen's Bond Oversight Committee's 2021-2022 Annual Report
- Agreement for KJMB Solutions, Inc.
- Independent Contract for Maxim Healthcare Staffing Services, Inc.
- Special Education Settlement Agreement 2022-2023-B
- 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

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Stopp It has been a great start to the school year, and I wanted to shine a special spotlight on Carrie Hunter, Director, Special Education, and her team who hosted an event for 60 parents and guardians of students with IEPs. Their goal was to connect families with the staff who support them. There were lots of happy tears over Porto's breakfast treats and folks saying they wished they'd had this opportunity when their kids were younger. We were all extremely proud to be a part of FVSD that day!

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. Crandall moved to adjourn the meeting at 8:42 PM. 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

October 26, 2022

MINUTES

President Schultz called the regular meeting of the Board of Trustees to order at 5:30 pm.

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. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Galindo

Vote: 5-0

The Pledge of Allegiance was led by Mrs. Crandall

PLEDGE OF
ALLEGIANCE

STAFF REPORTS AND PRESENTATIONS

Assistant Superintendent, Business Services Christine Fullerton was joined by Richard Ingrassia, from Rachlin Partners, to provide a summary of the planning work done on perimeter fencing, single points of entry, and remote door hardware.

MEASURE O PROJECT
UPDATE

PUBLIC HEARINGS

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the proposed agreement for the 2022-23 school year between the Fountain Valley School District and the Fountain Valley Educational Association. Public input was welcomed. There were no requests to address the Board of Trustees and the hearing was closed.

PUBLIC HEARING ON
TENTATIVE
AGREEMENT
BETWEEN FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
FOUNTAIN VALLEY

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the proposed agreement for the 2022-23 school year between Fountain Valley School District and the California School Employees Association, Chapter #358. Public input was welcomed. There were no requests to address the Board of Trustees and the hearing was closed.

EDUCATIONAL
ASSOCIATION
PUBLIC HEARING ON
TENTATIVE
AGREEMENT
BETWEEN FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
CALIFORNIA SCHOOL
EMPLOYEES
ASSOCIATION,
CHAPTER 358

PUBLIC COMMENTS

There were seven requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Cunneen moved to approve the public disclosure of the collective bargaining agreement between Fountain Valley School District and Fountain Valley Education Association for the 2022-23 school year.

Second: Mrs. Galindo

Vote: 5-0

Motion: Mrs. Crandall moved to approve the agreement between Fountain Valley Education Association and Fountain Valley School District.

Second: Mr. Schultz

Vote: 5-0

Motion: Mrs. Galindo moved to approve the public disclosure of the collective bargaining agreement

PUBLIC
DISCLOSURE OF
COLLECTIVE
BARGAINING
AGREEMENT
BETWEEN
FOUNTAIN
VALLEY SCHOOL
DISTRICT AND
FOUNTAIN
VALLEY
EDUCATION
ASSOCIATION FOR
2022-23 SCHOOL
YEAR
AGREEMENT
BETWEEN
FOUNTAIN
VALLEY
EDUCATION
ASSOCIATION
AND FOUNTAIN
VALLEY SCHOOL
DISTRICT
PUBLIC
DISCLOSURE OF

	between Fountain Valley School District and Fountain Valley Educational Association for the 2022-23 school year.	COLLECTIVE BARGAINING AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Second:	Mr. Cunneen	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Vote:	5-0	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Motion:	Mr. Schultz moved to approve the agreement between California School Employees Association, Chapter 358 and Fountain Valley School District.	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Second:	Mrs. Crandall	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Vote:	5-0	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Motion:	Mrs. Cunneen moved to approve the disclosure of Management and Confidential Employees salary increases.	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Second:	Mr. Schultz	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Vote:	5-0	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Motion:	Mrs. Crandall moved to approve the Consent Calendar.	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Second:	Mrs. Galindo	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS
Vote:	5-0	AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATIONAL ASSOCIATION FOR THE 2022-23 SCHOOL YEARS

The Consent Calendar included:

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

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Stopp Thanked the Board of Trustees for coming together this evening to listen to the presentation on facilities safety measures as presented by Rachlin

Partners and Mrs. Fullerton and giving direction to FVSD staff to move forward with the bid process for perimeter fencing. She wanted to thank the board for approving raises for all FVSD staff both classified, certificated, and management. Everyone has expressed appreciation.

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.
- 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 discussed the progress of the Superintendent toward meeting the annual goals at this six-month mark.

ADJOURNMENT

Motion: Mrs. Galindo moved to adjourn the meeting at 8:25 PM.

Second: Mr. Cunneen

Vote: 5-0

/jm

FOUNTAIN VALLEY SCHOOL DISTRICT
November 10, 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	Larson, Natalie	Psychologist	Support Services	Maternity/Child Bonding	3/20/2023
1.1.2	Spenser, Heather	Kindergarten	Plavan	Maternity/Child Bonding	10/9/2022

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>	<u>EFFECTIVE</u>
1.2.1	Daniels, Nancy	TK-5 th Grade Intervention	Gisler	0.5	10/27/2022
1.2.2	Moore, Allison	TK-5 th Grade Intervention	Tamura	0.5	10/24/2022
1.2.3	Schwab, Jennifer	TK	Oka	1.0	9/1/2022

1.3 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>FTE</u>	<u>EFFECTIVE</u>
1.3.1	Knutsen, Jeanette	K-2 nd SDC Mod/Severe	Newland	1.0	11/4/2022

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SPEECH PATHOLOGY CLINICAL EXPERIENCE AGREEMENT WITH CHAPMAN UNIVERSITY, EFFECTIVE JANUARY 1, 2023.

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SCHOOL COUNSELOR STUDENT PRACTICUM/FIELDWORK AGREEMENT WITH CONCORDIA UNIVERSITY, EFFECTIVE NOVEMBER 10, 2022.

1.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE DEPARTMENT OF NURSING CLINICAL TRAINING AFFILIATION AGREEMENT WITH CONCORDIA UNIVERSITY, EFFECTIVE JANUARY 2, 2023.

CHAPMAN UNIVERSITY
AFFILIATION AGREEMENT

This Agreement is made and entered into this 29th day of September 2022 by and between **CHAPMAN UNIVERSITY**, hereafter referred to as the "UNIVERSITY," and **Fountain Valley School District**, hereafter referred to as the "FACILITY."

WHEREAS:

The UNIVERSITY has a curriculum in Communication Sciences and Disorders that awards a degree and is accredited by the Western Association of Schools and Colleges.

Clinical experience is required as an integral component of the curriculum and professional preparation.

The UNIVERSITY desires the cooperation of the FACILITY and its staff in the development and implementation of the clinical experience and professional preparation of Communication Sciences and Disorders students.

The FACILITY will benefit from having professional services delivered to individuals of the FACILITY by qualified students of the UNIVERSITY.

The parties have found it to be in the public interest for the FACILITY to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of the students.

NOW, THEREFORE, the UNIVERSITY and the FACILITY agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This Agreement shall continue in force and effect from January 1st, 2023 to and including December 31st, 2028. This Agreement may be renewed by mutual written consent of both parties for up to three (3) additional years. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other terms of this Agreement) all students currently enrolled in the Program at the FACILITY at the time of notice of termination shall be given the opportunity to complete the Program at the FACILITY.
- B. The parties shall pursue the educational objectives for the clinical education experience, devise methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the objectives.
- C. The period of time for each student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- D. The number of students able to participate in the FACILITY'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available.
- E. UNIVERSITY will pay FACILITY a standard stipend of \$350.00 per student, per trimester. Such stipend shall be due within thirty (30) days following UNIVERSITY'S receipt of an invoice from FACILITY; provided, however the UNIVERSITY shall have no liability for any due amounts not invoiced within ninety (90) days following the earlier of the applicable

student's completion of the Program or termination of this Agreement with respect to such student.

- F. The FACILITY may request UNIVERSITY to withdraw from the FACILITY'S clinical experience training program any student who the FACILITY determines is not performing satisfactorily, or who refuses to follow the FACILITY'S administrative and other applicable policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of the reason or reasons why the FACILITY desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program any time, upon written notice to the FACILITY.
- G. Neither party shall discriminate in the assignment of student on the basis of race, color, disability, sex, religion, national origin, sexual orientation, gender identity or expression, pregnancy, genetic information, age, citizenship status, marital status, military or veteran status, ancestry, or any other basis prohibited by law.
- H. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FACILITY, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FACILITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, officers, agents, or employees.
- I. The FACILITY agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, officers, agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FACILITY, its agents, or employees.
- J. The parties agree that the students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, regardless of the nature or extent of the acts performed by them the students are not to be considered employees or agents of either the UNIVERSITY or the FACILITY for any purpose, including Workers' Compensation coverage, Automobile Liability Insurance coverage, or employee benefit programs, and the students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- K. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class as follows:

To FACILITY: Fountain Valley School District

Address: 10055 Slater Ave.

Fountain Valley, CA 92708

Attention: Mackensie Montague – Certificated Technician

Phone: 714.843.3223

To UNIVERSITY :

Chapman University

Office of the Executive Vice President

One University Drive
Orange, CA 92866
Attention: Chief Operating Officer
Telephone: (714) 997-6717

- L. Both parties acknowledge that they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have no right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- M. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the UNIVERSITY and the FACILITY.
- N. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- O. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- P. This Agreement shall be governed by the laws of the state of California. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such action shall be Orange County, California.
- Q. FACILITY and UNIVERSITY each agree to maintain in full force and effect, at its sole expense and written by insurer(s) or by way of a qualified program of self-insurance acceptable to the other party:
 - a. Commercial General Liability Insurance, written on an occurrence form (MINIMUM REQUIREMENTS):

Limits of Liability:
\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
 - b. Professional Liability Insurance, covering their respective operations in connection with this Agreement (MINIMUM REQUIREMENTS):

Limits of Liability:
\$1,000,000 Each Claim or Occurrence
\$3,000,000 Annual Aggregate

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. If replaced by another policy, the replacement insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
 - c. FACILITY and UNIVERSITY agree to provide the other party notice of not fewer

than thirty (30) days' in advance of any cancellation or material change in the above listed insurance coverages. Upon request, each party shall provide the other party with a Certificate of Insurance ("COI") on an AcordTM 25 form or other form acceptable to the other party stating that there is insurance in effect with the minimum limits shown above.

II. THE FACILITY AGREES:

- A. To designate a Site Coordinator of Clinical Education who will be responsible for the planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by that state's legislative and regulatory agency and the American Speech Language Hearing Association for the supervision of students in the clinical education setting.
- B. To provide the Site Coordinator of Clinical Education or Clinical Instructor with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of the students. The FACILITY will attempt to meet the objectives set forth by the UNIVERSITY within the constraints of the FACILITY'S physical environment and experience available.
- D. To advise the UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned students, whenever possible with the use of library resources, reference materials, equipment, and all other items necessary to operate the program at the FACILITY.
- F. To provide all participating students with a copy of the FACILITY'S rules, regulations, policies, and procedures with which the students are expected to comply.
- G. If available, to provide for emergency health care of the student in case of accident at the expense of the student.
- H. The FACILITY shall, upon reasonable request, permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training program.
- I. To evaluate the performance of the student on a regular basis using the evaluation form provided by the UNIVERSITY or one that is regularly used by the FACILITY. The FACILITY shall notify the UNIVERSITY, by at least midterm, of any serious deficit noted in that assigned student's ability to accomplish the objectives set forth for that clinical experience. It will then be the mutual responsibility of the assigned student, academic Director of Clinical Education and Site Coordinator of Clinical Education to devise a plan by which the student may be assisted to achieve the stated objectives.
- J. To forward a copy of the student's final Written evaluation, upon completion of the clinical education experience to be received by the UNIVERSITY within five (5) working days.

- K. The FACILITY agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FACILITY or involving employees or agents of the FACILITY, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- M. To provide, upon request by any participating student, with such reasonable accommodations at the FACILITY as required by law in order to allow qualified disabled students to participate in the program.
- N. To provide University a W-9 form through its Supplier 365 process within ninety (90) days of University's request.

III. THE UNIVERSITY AGREES:

- A. To assume responsibility for the professional preparation of the student and compliance of the curriculum with the education standards set forth by the American Speech Language Hearing Association.
- B. To establish and maintain ongoing communication with the Site Coordinator of Clinical Education of the FACILITY on items pertinent to the education and the clinical education of students enrolled in the UNIVERSITY. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the FACILITY.
- C. To refer to the FACILITY only those students who have satisfactorily completed: the prerequisite didactic portion of the curriculum.
- D. To inform the student of the FACILITY'S requirements for acceptance when applicable.
- E. To provide the FACILITY written or electronic documentation concerning the student's health and any immunization against communicable diseases requested by the FACILITY.
- F. To maintain professional liability insurance coverage for any participating student on a "claims-made" basis. If such insurance is required by the FACILITY on an "occurrence" basis rather than a "claims-made" basis, the participating student shall provide evidence of individual professional liability insurance covering the student's professional activities at the FACILITY under this Agreement.
- G. To supply the Site Coordinator of Clinical Education with an appropriate evaluation instrument for each student's clinical education experience.
- H. To have each participating student provide, prior to commencement of the clinical experience, such confidential information as may be required by the FACILITY as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- I. That participating students are not employees of the FACILITY and they will not receive compensation from said the FACILITY.

- I. That participating students are not employees of the FACILITY and they will not receive compensation from said the FACILITY.
- J. To inform participating students that they must abide by existing rules and regulations of the FACILITY.
- K. To inform participating students that they must be cleared, if required by the FACILITY, from an absence caused by injury or illness, by a physician.
- L. If requested by the FACILITY, the student will provide evidence of health insurance coverage at the beginning of the clinical experience.

This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the Parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of the Agreement, as executed by the Parties, may be used in lieu of an original for all purposes permitted by law.


SIGNATURES:

Dated: _____ CHAPMAN UNIVERSITY

By: _____

Name: Harold W. Hewitt, Jr.
Its: Executive Vice President & COO

Dated: 10/31/2022 FACILITY: Fountain Valley School District

By:  _____

Name: Cathie Abdel
Its: Assistant Superintendent Personnel



MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Fountain Valley School District ("District") located in Fountain Valley, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **November 10, 2022** and terminate on **November 10, 2025**. (Three year agreement – May be renewed with consent of both parties)

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated expenses related to their field experience, the students do not thereby become employees of the

District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the

University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor.

For School Counseling students, it is the expectation that students are required to meet one-on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing

communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING FIELDWORK

“Fieldwork” as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District’s responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and implementing the student’s fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the

assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING INTERN

The Intern School Counselor is approved to assume the functions authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or

higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

- a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.
- b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.
- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.
- d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.
- f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

By: _____

Name: Rev. Dr. Scott Ashmon

Title: Senior Vice President and Provost

Date: _____

DISTRICT

Signature: 

Printed Name: Cathie Abdel

Title: Assistant Superintendent, Personnel

Date: 10/21/2022

Concordia University Irvine
Attn: Dr. Charlie Rodrigues
1530 Concordia West
Irvine, CA 92612

Address: 10055 Slater Avenue
Fountain Valley, CA 92708

Copy to:

General Counsel (ronald.vanblarcom@cui.edu)

MOU Coordinator (charlie.rodrigues@cui.edu)

**Concordia University Irvine
Department of Nursing
CLINICAL TRAINING
AFFILIATION AGREEMENT**

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of **January 2, 2023** or the execution of the Agreement by both parties (the "Effective Date") by and between **Fountain Valley School District** ("Agency"), and Concordia University Irvine, a California non-profit religious corporation located in Irvine, California ("University").

RECITALS

A University is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at Agency for the purpose of providing clinical training for students in such classes.

B Agency operates facilities which are suitable for University's clinical training programs ("the Programs") in the area of Nursing. University desires to establish the Programs at Agency for the students of the University enrolled in the Programs. Agency desires to support the Programs to assist in training University students.

C The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at Agency.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF UNIVERSITY

1.1 Academic Responsibility. University shall develop the curriculum for the Programs and shall be responsible for offering a Program eligible, if necessary, for accreditation and approval by any state board or agency. University will provide a member of the University faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the Programs with Agency staff.

1.2 Number of Students. University shall designate and notify Agency of the students who are enrolled and in good standing in the Programs to be assigned for clinical training at Agency in such numbers as are mutually agreed upon between Agency and University. University and Agency will also mutually agree to the dates and length of the Programs.

1.3 Orientation. University shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Agency.

1.4 Discipline. University shall be responsible for counseling, controlling, disciplining and all activities of students at Agency.

1.5 Documentation. University shall maintain all attendance and academic records of

students participating in the Programs. University shall implement and maintain an evaluation process of the students' progress throughout the Programs.

1.6 Background Check. University shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in three counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. University shall ensure that each Student complies with Agency requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, if known skin test positive, baseline chest x-ray, annual repeat CXR. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). University shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Agency Policies and Procedures. University shall ensure that each student is aware of and understands all applicable Agency policies and procedures and shall require each student to conform to all such Agency policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Agency and University. University shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Agency in administering care to clients in the context of training.

1.9 Supplies and Equipment. University shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Programs.

1.10 Confidentiality. University shall instruct students regarding confidentiality of client information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Programs. University shall ensure that all students maintain the confidentiality of any and all client and other information received in the course of the Programs. Further, University shall ensure that students do not discuss, transmit, or narrate in any form any client information of a personal nature, medical or otherwise, except as a necessary part of the client's treatment plan or the Programs.

1.11 Insurance. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to Agency at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at Agency pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of Agency.

1.12 Accreditation. University shall at all times during the course of this Agreement be accredited, licensed or qualified to offer the Programs to students.

2. RESPONSIBILITIES OF AGENCY

2.1 Access. Agency shall permit nonexclusive access to the Programs to those students designated by University as eligible for participation in the Programs at Agency provided such access does not unreasonably interfere with the regular activities at Agency. Agency agrees to provide qualified students with access to clinical areas and client care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Agency clients/clients. University's students shall have the status of learners and shall not be considered to be Agency employees, nor shall they be intended to replace Agency staff. Clinical experience will be conducted as a laboratory learning experience.

2.2 Implementation of Program; Ongoing Communication. Agency agrees to cooperate with and assist in the planning and implementation of the Programs at Agency for the benefit of students from University. University shall have the privilege of regularly scheduled meetings with appropriate Agency staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.

2.3 Instruction. Agency shall instruct students in their clinical training at Agency with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training. Both parties will cooperate in providing orientation for University's faculty members and students to familiarize them with Agency policies, practices, and facilities before assigning students to institutional duties at Agency.

2.4 Accreditation. Agency shall conform to the requirements of the California Department of Public Health.

2.5 Client Care. University understands and agrees that Agency, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Agency clients. University and students shall conduct their respective activities hereunder consistent with relevant laws and regulations, Agency policies and procedures, professional standards, Agency philosophy and values. The parties understand and agree that this provision is intended to fulfill legal requirements and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Agency's discretion, it will provide students with classroom space within Agency and an acceptable amount of storage space for University's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Agency shall have the absolute right to determine who will administer care to its clients. In the event that any student, in the sole discretion of Agency, fails to perform satisfactorily, fails to follow Agency policies, procedures and regulations, or fails to meet Agency standards for health, safety, security, cooperation or ethical behavior, Agency shall have the right to request that University withdraw the student from the Program(s). University shall comply with Agency's request within five (5) days of receipt of notice from Agency. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to client safety or personnel, Agency may immediately exclude any student from Agency until final resolution of the matter with University.

2.8 Documentation. Agency agrees to make available to qualified students of University

a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Agency's facility for review.

2.9 First Aid. Agency shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Programs. Any emergency health care or first aid provided by Agency shall be billed to the student or University at Agency's normal billing rate for private-pay clients. Except as herein provided, Agency shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Agency acknowledges that it has adequate staffing and that students participating in the Programs shall not be substituted for staff necessary for reasonable staffing coverage. Agency shall maintain at all times full authority over and responsibility for care of its clients and may intervene and/or redirect students when appropriate or necessary.

2.11 Insurance. Agency shall maintain professional liability insurance coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, Agency agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Agency shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. Agency also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of Agency working at Agency at all times during the course of this Agreement. Agency shall provide certificates evidencing all coverage referred to in this section upon request of University.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for Three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Agency will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Agency, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that University is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Agency and University an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Agency and any student. Therefore, the parties understand and agree that Agency is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Agency is to assure that services to its clients/clients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither University nor any student enrolled in University's Programs, whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Agency for vacation pay, sick leave, retirement benefits, Social

Security, Workers' Compensation, disability or unemployment benefits. University shall indemnify and hold harmless Agency from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Agency would incur if, contrary to the parties' intention, University or its students are determined to be employees of Agency.

3.4 Role of Students. It is not the intention of University or Agency that any student occupy the position of third-party beneficiary of any obligations assumed by Agency or University pursuant to this Agreement.

3.5 Publicity. Neither University nor Agency shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Programs without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Agency.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

4.2 Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Agency. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.4 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender-identity, sexual orientation, national and ethnic origin or any other protected class in administration of the Programs.

4.5 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Agency:

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
Attn: Cathie Abdel, Asst. Supt., Personnel

If to University:

Concordia University Irvine
1530 Concordia West
Irvine, CA 92612
Attn: Rev. Dr. Scott Ashmon, Ph.D.

Senior Vice President and Provost

With copy to:
General Counsel
Concordia University Irvine
1530 Concordia West
Irvine, CA 92612

4.6 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

"AGENCY"

CONCORDIA UNIVERSITY IRVINE



By: Cathie Abdel

Title: Assistant Superintendent, Personnel

Date: 10/26/2022

By: Rev. Scott A. Ashmon, Ph.D.

Senior Vice President and Provost

Date: _____

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
November 10, 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	Urinsco, Christine	Rover	Food Service Worker	Sick Leave	09/22/2022
2.1.2	Dicorpo, Louise	Fulton	IA Applied Behavior Analysis	Family Illness	09/22/2022
2.1.3	Cortes, Analia	Courreges	Food Service Worker	Family Illness	10/25/2022

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	Harris, Catherine	Newland	Noon Duty Aide	06/23/2022
2.2.2	Soderberg, Lindsey	Oka	Noon Duty Aide	06/23/2022
2.2.3	Kelly, Jennifer	Cox	Behavior Intervention Assistant	10/07/2022
2.2.4	Berber, Lurdes	Rover	Food Service Worker	10/07/2022
2.2.5	Mandujano, Adilene	Newland	IA Moderate/Severe	10/11/2022
2.2.6	Pedraza, Nelida	Fulton & Courreges	Instructional Assistant-Bilingual	10/14/2022
2.2.7	Ramirez, Ricardo	Maintenance & Operations	Groundskeeper	10/14/2022
2.2.8	Wardlow, Kathleen	Plavan	ESP Assistant	10/28/2022
2.2.9	Phan, Kim Linh	Gisler	Noon Duty Aide	10/28/2022
2.2.10	Fields, Lauren	Plavan	ESP Instructor	10/31/2022

2.3 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>
2.3.1	Kodsy, Mariham	Masuda	Noon Duty Aide	09/20/2022
2.3.2	Garcia, Johana	Talbert	Noon Duty Aide	09/26/2022
2.3.3	Soto, Ramon	Masuda	Noon Duty Aide	09/27/2022
2.3.4	Chin, Sandra	Courreges	ESP Assistant	10/03/2022
2.3.5	Santizo, Nicholas	Newland	Behavior Intervention Assistant	10/03/2022
2.3.6	Sosa, Diana	Tamura	Behavior Intervention Assistant	10/03/2022
2.3.7	Ramirez, Denise	Newland	Behavior Intervention Assistant	10/03/2022
2.3.8	Goyal, Rajni	Rover	Food Service Worker	10/03/2022

2.3.9	Guerrero, Brenda	Rover	Food Service Worker	10/03/2022
2.3.10	Arroyo, Britney	Tamura	ESP Assistant	10/03/2022
2.3.11	Phan, Quynhnhu	Fulton	Noon Duty Aide	10/03/2022
2.3.12	Hansen, Susan	Courreges	Noon Duty Aide	10/07/2022
2.3.13	Gitsham, Jessica	Oka	Noon Duty Aide	10/10/2022
2.3.14	Aquino, Kianna	Oka	ESP Assistant	10/14/2022
2.3.15	Taber, Heather	Rover	Food Service Worker	10/17/2022
2.3.16	Phan, Kim Linh	Gisler	Noon Duty Aide	10/17/2022
2.3.17	Kalajian, Julie	Tamura	Noon Duty Aide	10/31/2022
2.3.18	Alderfer, Julie	Newland	Noon Duty Aide	10/31/2022
2.3.19	Lang, Denise	Gisler	Noon Duty Aide	11/01/2022
2.3.20	MacDonald, Kyra	Rover	Food Service Worker	11/01/2022
2.3.21	Fields, Lauren	Oka	Preschool Assistant	11/01/2022
2.3.22	Mager, Kelly	Tamura	ESP Assistant	11/01/2022
2.3.23	Hile, Grace	Tamura	ESP Assistant	11/01/2022
2.3.24	Ramirez, Claudia	Tamura	ESP Assistant	11/01/2022
2.3.25	Banner, Bobbie	Courreges	ESP Assistant	11/01/2022
2.3.26	Buddemeyer, Adrienne	Courreges	ESP Assistant	11/01/2022
2.3.27	O'Cain, Lisa	Cox	ESP Assistant	11/01/2022
2.3.28	Holmes, Samantha	Cox	ESP Assistant	11/01/2022
2.3.29	Lammers, Amy	Gisler	ESP Assistant	11/01/2022
2.3.30	Ocheltree, Sherri	Gisler	ESP Assistant	11/01/2022
2.3.31	Green, Valentina	Newland	ESP Assistant	11/01/2022
2.3.32	Camacho, Betsy	Newland	ESP Assistant	11/01/2022
2.3.33	Gagnon, Marina	Oka	ESP Assistant	11/01/2022
2.3.34	Trieu, Karina	Oka	ESP Assistant	11/01/2022
2.3.35	James, Jackie	Plavan	ESP Assistant	11/01/2022

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Mendez, Susan	Tamura	Preschool Instructor	09/26/2022
2.4.2	Santana, Christine	Gisler	Noon Duty Aide	10/31/2022
2.4.3	Santana, Brigitte	Talbert	Noon Duty Aide	10/31/2022
2.4.4	Betancourt, Yvonne	Tamura	Preschool Assistant	11/01/2022

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

	<u>EMPLOYEE</u>	<u>PREVIOUS CLASS</u>	<u>PROMOTION TO</u>	<u>EFFECTIVE</u>
2.5.1	Ocheltree, Sherri	Instructional Assistant ABA	Behavior Intervention Assistant	10/24/2022
2.5.2	Trieu, Son	ESP Assistant	ESP Instructor	11/01/2022
2.5.3	Valdez, Taylor	Instructional Assistant ABA	Behavior Intervention Assistant	11/01/2022
2.5.4	Acevedo, Tammy	Administrative Assistant	Senior Administrative Assistant	11/01/2022

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROBATIONARY DISMISSAL OF CLASSIFIED EMPLOYEE # 4734 FOOD SERVICE WORKER AT TALBERT MIDDLE SCHOOL EFFECTIVE 10/17/2022.

2.7 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROBATIONARY DISMISSAL OF CLASSIFIED EMPLOYEE # 4767 NOON DUTY AIDE AT NEWLAND SCHOOL EFFECTIVE 10/03/2022.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS**

November 10, 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	CORTEZ, Melisah SIEMENS, Jeff (Masuda)	Sports coach for boys/girls soccer teams	\$1,000 stipend per school, split between coaches	01-014-4900-1115	2022/2023 school year
3.2	BARTON, Cecilia LEVITT, Molly MCCLUNG, Chelsea SOTOLONGO, Joel (Talbert)	Sports coach for boys/girls soccer teams	\$1,000 stipend per school, split between coaches	01-014-3800-1115	2022/2023 school year
3.3	NGUYEN, Thao (Fulton)	ASB Bookkeeper	\$2,000 stipend + plus benefits	01-272-2975-2415	2022/2023 school year
3.4	ROSE, Jennifer (Fulton)	Activities Director & ASB Advisor	\$2,000 stipend + plus benefits	01-127-2975-1115	2022/2023 school year
3.5	BRIGNARDELLO, Alyssa (Fulton)	Cheer Advisor	\$2,000 stipend + plus benefits	01-014-2900-1115	2022/2023 school year
3.6	BAUER, Patti (Masuda)	Student Council Bookkeeper	\$2,000 stipend + plus benefits	01-272-4975-2415	2022/2023 school year
3.7	GARCIA, Daniel (Masuda)	Activities Director	\$2,000 stipend + plus benefits	01-272-4975-1115	2022/2023 school year
3.8	OLSON, Chris (Talbert)	ASB Bookkeeper	\$2,000 stipend + plus benefits	01-127-3875-2415	2022/2023 school year
3.9	MARLEY, Kayla (Talbert)	Activities Director	\$2,000 stipend + plus benefits	01-127-3875-1115	2022/2023 school year
3.10	NGUYEN, Kim (Masuda)	PAL Advisor	\$1,500 stipend	01-267-9962-1115	2022/2023 school year
3.11	MCFERRAN, Allyson (Fulton) KING, Cheyenne (Talbert) BANDY, April (Masuda) (Support Services)	District counselors to provide Tobacco- Use Prevention Ed (TUPE) at the three middle schools	\$1,000 stipend each Total of stipends is \$3,000	01-253-9961-1255	2022/2023 school year

4.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	LIMBACH, Lauren (Fulton)	Will teach cheer techniques and yells to Fulton cheerleaders for district- wide sports tournaments	\$32 per hour	Fulton Student Council	2022/2023 school year
4.2	TORRES, Jonathan (Fulton)	DJ to provide entertainment at school-wide dances	\$400.00	Fulton Student Council	2022/2023 school year

FOUNTAIN VALLEY SCHOOL DISTRICT DONATIONS

BOARD APPROVAL DATE: 11/10/2022

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
DISTRICT			
	Joy R Goebel	\$250 Value	Donating two musical instruments: Weimar Piccolo-\$100 value & Noblet Clarinet- \$150 value
	Schools First FCU	\$6,000.00	Purchase of FVSD T-Shirts
COURREGES			
	Courreges PTA	\$737.56	K-2 Homework Folders
	Courreges PTA	\$5,850.00	Three Oaks Outdoor Science School Transportation
COX			
	Cox Elem. School PTA	\$12,976.91	5th gr. Science Camp
TALBERT			
	Peter Marsh Foundation	\$1,000.00	Talbert's Music Program
	Fountain Valley Community Foundation	\$442.48	Miscellaneous Supplies
TAMURA			
	Tamura PTA	\$2,955.00	Renaissance Accelerated Reader
	Ftn Valley Community Foundation	\$201.13	Principals Discretion

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING NOV 10, 2022**

To: Christine Fullerton

From: Thuong Nguyen

Subject: Warrant Listing and ACH Payments

Warrant Numbers: 96376 - 96682

Dates: 9/22/2022 - 11/1/2022

Fund 01	General Fund	2,058,588.47
Fund 12	Child Development	10,757.91
Fund 13	Cafeteria	140,063.42
Fund 14	Deferred Maintenance	69,848.43
Fund 40	Special Reserves	163,633.09
Fund 68	Worker Comp	85,550.91
Fund 69	Insurance	92,653.24

TOTAL	\$	2,621,095.47
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FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S20M4097	INCOTECHNIC INC.	58,345.00	58,345.00	013288989 6299	Capital Facilities / Other Building & Improvement
S20M4098	PMC CONCRETE CONTRACTORS INC	95,500.00	95,500.00	012839390 6299	Maintenance - Cap Facilities / Other Building & Improvement
S20M4108	SI HEALTH GROUP LLC	2,218.50	2,218.50	012130089 4345	ESSER III - Custodial / Maintenance Supplies
S20M4109	A-1 FENCE COMPANY	4,341.00	4,341.00	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4110	GLOBAL INDUSTRIAL SUPPLY	6,472.94	6,472.94	012868989 4345	Maintenance / Maintenance Supplies
S20M4111	REFRIGERATION CONTROL COMPANY	776.80	776.80	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4112	REFRIGERATION CONTROL COMPANY	613.49	613.49	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4113	REFRIGERATION CONTROL COMPANY	704.28	704.28	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4115	RESOURCE BUILDING MATERIALS	6,739.76	6,739.76	012899390 4343	Gardening / Gardening Supplies
S20M4116	FOREST PLYWOOD SALES	1,086.64	1,086.64	012868989 4345	Maintenance / Maintenance Supplies
S20M4117	TIME AND ALARM SYSTEMS INC.	459.60	459.60	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
S20M4118	TIME AND ALARM SYSTEMS INC.	658.42	658.42	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4119	INTERLINE BRANDS INC	361.01	361.01	012130089 4349	ESSER III - Custodial / Transportation Supplies (only)
S20M4120	ABC SCHOOL EQUIPMENT INC	133.75	133.75	012868989 4345	Maintenance / Maintenance Supplies
S20M4121	KIMBALL MIDWEST	850.00	850.00	012868989 4345	Maintenance / Maintenance Supplies
S20M4122	ATLAS SHEET METAL INC.	894.00	894.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4123	HOME DEPOT	98.30	98.30	010142989 4311	Donations - Fulton / Elective Supplies
S20M4124	EREPLACEMENTPARTS.COM LLC	89.69	89.69	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4125	DECKER EQUIPMENT/SCHOOL FIX	68.89	68.89	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4126	TURF STAR INC.	1,000.00	1,000.00	012899390 4343	Gardening / Gardening Supplies
S20M4127	REFRIGERATION CONTROL COMPANY	295.00	295.00	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4128	TURF STAR INC.	165.00	165.00	012899390 4343	Gardening / Gardening Supplies
S20M4129	REFRIGERATION CONTROL COMPANY	3,842.90	3,842.90	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4130	TIME AND ALARM SYSTEMS INC.	1,770.91	1,770.91	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4178	PALFINGER LIFTGATES	14,000.00	14,000.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4179	UNITED RENTALS	100.00	100.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
S20M4180	PACIFIC COACHWAYS	2,509.75	2,509.75	012539961 5650	Tobacco-Use-OCDE Adminstrative / District Transportation
S20M4181	PACIFIC COACHWAYS	5,849.00	5,849.00	010014089 5650	Donations - Plavan / District Transportation
S20M4182	JFK TRANSPORTATION CO INC.	1,459.36	1,459.36	010143287 5650	Other Donations - Cox / District Transportation
S20M4183	H & L CHARTER CO INC	4,065.00	4,065.00	010143287 5650	Other Donations - Cox / District Transportation
S20M4184	TRANSPORTATION CHARTER SERVICE	4,410.00	4,410.00	010143287 5650	Other Donations - Cox / District Transportation

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20M4185	TIME AND ALARM SYSTEMS INC.	1,498.45	1,498.45	012868989 5645	Maintenance / Outside Srvs-Repairs & Mainten
S20M4186	TOXGUARD	800.00	400.00	012868989 4347	Maintenance / Repair & Upkeep Equip Supplies
			400.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
S20M4187	PACIFIC COACHWAYS	10,668.22	10,668.22	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
S20M4188	PACIFIC COACHWAYS	7,066.48	7,066.48	010013189 5811	Donations - Gisler / Transportation Outside Agency
S20M4189	TRANSPORTATION CHARTER SERVICE	5,880.00	5,880.00	010011089 5811	Donations - Tamura / Transportation Outside Agency
S20M4190	TRANSPORTATION CHARTER SERVICE	5,880.00	5,880.00	010011689 5811	Donations - Newland / Transportation Outside Agency
S20M4191	JFK TRANSPORTATION CO INC.	672.00	672.00	010011689 5811	Donations - Newland / Transportation Outside Agency
S20M4192	CHEMSEARCH	700.00	700.00	012868989 4345	Maintenance / Maintenance Supplies
S20M4193	DTSC	60.00	60.00	012868989 5540	Maintenance / Waste Disposal
S20R0528	STAPLES	42.04	42.04	012724747 4325	Sch Site Admin - Courreges / Office Supplies
S20R0529	SARDER INC	500.00	500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0532	MONJARAS & WISMEYER GROUP	10,000.00	10,000.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
S20R0547	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
S20R0551	STAPLES	608.78	608.78	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
S20R0556	BARNES AND NOBLE	629.10	629.10	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0557	BARNES AND NOBLE	121.67	121.67	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0563	AMAZON.COM LLC	101.11	101.11	015004275 4310	Elementary Physical Education / Instructional Supplies
S20R0566	SOUTHWEST SCHOOL AND OFFICE SU	913.03	913.03	010011689 4410	Donations - Newland / Fixed Assets \$500-\$5000
S20R0567	IMAGE MARKET	719.93	719.93	010062975 4310	Course Access-Music Fulton / Instructional Supplies
S20R0569	FRONTLINE TECHNOLOGIES GROUP L	695.00	695.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
S20R0570	STUDIES WEEKLY INC.	658.11	658.11	013211010 4310	ES Reading Support-Tamura / Instructional Supplies
S20R0571	BLICK ART MATERIALS	36.44	36.44	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
S20R0572	SOUTHWEST SCHOOL AND OFFICE SU	2,507.07	2,507.07	010019380 4399	School Equipment / Equipment Under \$500
S20R0573	SOUTHWEST SCHOOL AND OFFICE SU	2,522.47	2,522.47	010019380 4399	School Equipment / Equipment Under \$500
S20R0574	BEARCOM	2,661.33	2,661.33	010000080 4399	Site Safety / Equipment Under \$500
S20R0575	SURPLUS TWO WAY RADIOS	12,232.76	12,232.76	010000080 4399	Site Safety / Equipment Under \$500
S20R0576	SENSORY KIDS	138.41	138.41	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
S20R0577	BERTRAND MUSIC ENTERPRISES INC	741.04	741.04	010143889 4311	Donations - Talbert / Elective Supplies
S20R0578	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	017113875 4310	Robotics-Talbert / Instructional Supplies
S20R0579	BARNES AND NOBLE	429.34	429.34	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0580	STAPLES	200.00	200.00	015609860 4310	Special Ed. - Psychologists / Instructional Supplies

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S20R0582	BLICK ART MATERIALS	4,086.10	4,086.10	012069255 4410	SWP K12 Strong Workforce / Fixed Assets \$500-\$5000
S20R0583	ATKINSON ANDELSON LOYA RUDD &	3,000.00	3,000.00	012799962 5210	Staff Development Admin / Travel, Conference, Workshop
S20R0584	SCHOOL SPECIALTY LLC	4,566.34	3,277.74	012809200 4310	Universal TK-Instructional / Instructional Supplies
			1,288.60	012809200 4410	Universal TK-Instructional / Fixed Assets \$500-\$5000
S20R0585	SUPER DUPER INC	86.89	86.89	015642960 4310	Special Ed. - Fulton S&L / Instructional Supplies
S20R0586	SOUTHWEST SCHOOL AND OFFICE SU	242.00	242.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
S20R0587	STAPLES	83.61	83.61	012719275 4325	Educational Services Admin / Office Supplies
S20R0589	XEROX CORPORATION C/O SOCAL OF	295.56	295.56	012059385 4325	Publications / Office Supplies
S20R0592	PTM DOCUMENT SYSTEMS INC.	106.96	106.96	012849380 4325	Fiscal Services / Office Supplies
S20R0593	LAKESHORE EQUIPMENT COMPANY	100.00	100.00	015609860 4310	Special Ed. - Psychologists / Instructional Supplies
S20R0595	IMAGE MARKET	845.86	845.86	010143889 4311	Donations - Talbert / Elective Supplies
S20R0596	THERAPRO INC	355.97	355.97	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
S20R0597	J W PEPPER	1,754.73	1,754.73	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0598	LAKESHORE EQUIPMENT COMPANY	250.00	250.00	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0599	BOOKSOURCE	536.71	536.71	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0600	DIVERSE NETWORK ASSOCIATES INC	263.25	263.25	010050080 4325	Site Safety-LCAP / Office Supplies
S20R0601	AMAZON.COM LLC	36.96	36.96	010028255 4325	Intervention-Administrative / Office Supplies
S20R0602	FOLLETT CONTENT SOLUTIONS LLC	115.80	115.80	011401055 4230	Library Services - Tamura / Lost Books Rebate
S20R0603	BEARCOM	641.61	641.61	010000080 4399	Site Safety / Equipment Under \$500
S20R0604	VIRCO MANUFACTURING	989.82	989.82	010019380 4399	School Equipment / Equipment Under \$500
S20R0605	MEDIC FIRST AID INTERNATIONAL	237.07	237.07	012739962 5899	Medi-Cal Billing-Nurses / Other Operating Expenses
S20R0606	MICROSOFT CORPORATION	3,770.71	399.48	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			3,371.23	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
S20R0608	CALIFORNIA ASSOCIATION OF SCHO	5,125.00	5,125.00	012799962 5210	Staff Development Admin / Travel, Conference, Workshop
S20R0609	LYTLE SCREEN PRINTING INC.	995.34	995.34	012724949 4325	Sch Site Admin - Masuda / Office Supplies
S20R0611	ROOZEN, MICHAEL J	37.94	37.94	010142929 4325	Sch Site Instr - Fulton / Office Supplies
S20R0612	AMAZON.COM LLC	67.40	67.40	016158155 4310	7140 Gifted & Talented - Instr / Instructional Supplies
S20R0613	BOOKSOURCE	2,055.82	2,055.82	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0614	HEINEMANN	35.10	35.10	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0615	SOUTHWEST SCHOOL AND OFFICE SU	823.15	823.15	012719380 4399	Business Department / Equipment Under \$500
S20R0616	HEINEMANN	1,674.75	1,674.75	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0617	LANGUAGE NETWORK INC	3,000.00	3,000.00	015500060 5813	Special Ed Shared Prog-DHH / Consultant

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S20R0618	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	015514960 4310	Special Ed. - Masuda RSP / Instructional Supplies
S20R0619	STAPLES	163.00	163.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
S20R0620	SCHOLASTIC MAGAZINE	1,839.40	1,839.40	010114955 4310	Title I - Masuda / Instructional Supplies
S20R0621	TIME FOR KIDS	1,419.06	1,419.06	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0622	SOUTHWEST SCHOOL AND OFFICE SU	148.34	148.34	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0624	BRAINPOP	3,515.00	3,515.00	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0625	LAKESHORE EQUIPMENT COMPANY	220.00	220.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
S20R0626	LAKESHORE EQUIPMENT COMPANY	220.00	220.00	015101660 4310	Special Ed. - Newland SDC / Instructional Supplies
S20R0627	IXL LEARNING INC.	608.00	608.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
S20R0628	DECKER EQUIPMENT/SCHOOL FIX	180.11	180.11	012724949 4325	Sch Site Admin - Masuda / Office Supplies
S20R0629	CALIFORNIA SCHOOL NUTRITION AS	525.00	525.00	010298181 5215	KIT Training / Staff Development
S20R0631	AMAZON.COM LLC	335.64	335.64	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
S20R0635	ORANGE COUNTY TREASURER	1,789.96	1,789.96	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0636	ORANGE COUNTY TREASURER	1,242.88	1,242.88	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0637	ORANGE COUNTY TREASURER	195.38	195.38	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0638	ORANGE COUNTY TREASURER	593.28	593.28	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0640	ORANGE COUNTY TREASURER	1,410.42	1,410.42	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0641	ORANGE COUNTY TREASURER	5,491.76	5,491.76	012868989 5570	Maintenance / Sanitation Fees
S20R0644	BOOKSOURCE	49,964.26	49,964.26	010113255 4310	Title I - Cox / Instructional Supplies
S20R0646	BOOKSOURCE	40,891.98	40,891.98	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0647	SCHOOLHOUSE EDUCATIONAL SERVIC	1,200.00	1,200.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
S20R0648	BOOKSOURCE	45,616.14	45,616.14	010113755 4310	Title I - Oka / Instructional Supplies
S20R0649	BARNES AND NOBLE	516.02	516.02	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0650	MORGAN, MARY ELLEN	226.06	226.06	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0651	SOUTHWEST SCHOOL AND OFFICE SU	248.00	248.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
S20R0652	IMAGE MARKET	1,497.72	1,497.72	010143889 4311	Donations - Talbert / Elective Supplies
S20R0653	BERTRAND MUSIC ENTERPRISES INC	347.88	347.88	010143889 4311	Donations - Talbert / Elective Supplies
S20R0654	APPLE COMPUTER ORDER DEPARTMEN	492.29	492.29	010121616 4310	Pacific Life Grant - Newland / Instructional Supplies
S20R0655	PIONEER DRAMA SERVICE INC.	248.79	248.79	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0656	UZBL LLC	22.84	22.84	010121616 4310	Pacific Life Grant - Newland / Instructional Supplies
S20R0657	CDWG	723.60	713.60	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			10.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp

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S20R0658	BEARCOM	570.92	570.92	012160175 4399	ELOG ESSERII-Admin / Equipment Under \$500
S20R0659	CDWG	618.14	618.14	014250075 4310	Exp Learning Op-Exp Learn Inst / Instructional Supplies
S20R0660	STAPLES	816.62	816.62	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0661	STAPLES	43.49	43.49	010121616 4399	Pacific Life Grant - Newland / Equipment Under \$500
S20R0662	PIONEER DRAMA SERVICE INC.	122.75	122.75	010062975 4310	Course Access-Music Fulton / Instructional Supplies
S20R0663	BARNES AND NOBLE	1,733.48	1,733.48	012129078 4310	Lottery Instructional Material / Instructional Supplies
S20R0664	OCC GATE	125.00	125.00	015102955 5210	Gifted&Talented-Library Fulton / Travel, Conference, Worksho
S20R0665	OCC GATE	125.00	125.00	015102955 5210	Gifted&Talented-Library Fulton / Travel, Conference, Worksho
S20R0666	OCC GATE	125.00	125.00	015102955 5210	Gifted&Talented-Library Fulton / Travel, Conference, Worksho
S20R0667	STAPLES	500.00	500.00	012719961 4325	Student Services Office / Office Supplies
S20R0668	ACSA FOUNDATION FOR	1,703.00	1,703.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
S20R0669	APPLE EDUCATION FINANCE	20.66	20.66	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
S20R0670	BARNES AND NOBLE	1,548.00	1,548.00	011400075 4310	standards-Aligned Instrct Mats / Instructional Supplies
S20R0671	CHIDESTER, MARGARET A.	10,000.00	10,000.00	012159470 5830	Personnel - Legal Services / Legal Fees
S20R0672	GRAINGER INC.	59.09	59.09	012724747 4325	Sch Site Admin - Courreges / Office Supplies
S20R0673	READY AMERICA INC	587.77	587.77	012719380 4329	Business Department / Disaster Supplies
S20R0674	SCHOOL OUTFITTERS	17,793.12	11,812.90	010019380 4399	School Equipment / Equipment Under \$500
			5,980.22	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
S20R0675	J W PEPPER	328.00	328.00	010062975 4310	Course Access-Music Fulton / Instructional Supplies
S20R0676	BOOKSOURCE	283.64	283.64	013213232 4310	ES Reading Support-Cox / Instructional Supplies
S20R0677	CTBOOK HOLDINGS LLC	3,303.29	3,303.29	015989860 4300	Special Ed DO - Instruction / MATERIALS & SUPPLIES
S20R0678	LAKESHORE EQUIPMENT COMPANY	652.37	652.37	011405129 4310	MS Math-Fulton / Instructional Supplies
S20R0681	GANDER PUBLISHING	41.52	41.52	015642960 4310	Special Ed. - Fulton S&L / Instructional Supplies
S20R0682	AIR TUTORS LLC	150,000.00	50,000.00	010028255 5813	Intervention-Administrative / Consultant
			100,000.00	010450075 5813	Pupil Achievement-Intervntn / Consultant
S20R0683	DEMCO	75.09	75.09	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
S20R0684	J W PEPPER	50.00	50.00	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0685	BERTRAND MUSIC ENTERPRISES INC	195.73	195.73	010143889 4311	Donations - Talbert / Elective Supplies
S20R0686	BERTRAND MUSIC ENTERPRISES INC	291.49	291.49	010143889 4311	Donations - Talbert / Elective Supplies
S20R0688	MEDIC FIRST AID INTERNATIONAL	500.00	500.00	014009771 4325	First Aide - Class Staff / Office Supplies
S20R0689	BEARCOM	1,870.43	1,870.43	010000080 4399	Site Safety / Equipment Under \$500
S20R0692	ROOZEN, MICHAEL J	25.33	25.33	010013131 4325	Sch Site Instr - Gisler / Office Supplies

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S20R0694	CLEARVISION TECHNOLOGIES	13,500.00	3,375.00	010458155 5826	Pupil Achievement-Assessment / Licensing/Software,Maint/Sup
			10,125.00	012658155 5826	Assessment and Accountability / Licensing/Software,Maint/Sup
S20R0695	CARMI, RON	6,000.00	6,000.00	011500275 5215	District Prof Dev / Staff Development
S20R0696	UZBL LLC	630.75	630.75	015999860 4399	Special Ed - Administration / Equipment Under \$500
S20R0697	GOPHER SPORTS EQUIPMENT	197.69	197.69	015619860 4310	Special Ed. - DIS--APE / Instructional Supplies
S20R0698	BARNES AND NOBLE	278.40	278.40	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0699	DEMCO	486.42	486.42	010453875 4310	Pupil Achvmnt-Library Talbert / Instructional Supplies
S20R0700	APPLE COMPUTER ORDER DEPARTMEN	3,500.00	3,500.00	010019961 5826	Medi-Cal Billing-Instructional / Licensing/Software,Maint/Su
S20R0701	BOOKSOURCE	524.71	524.71	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0702	UCI	225.00	225.00	015102955 5210	Gifted&Talented-Library Fulton / Travel, Conference, Worksho
S20R0703	STAPLES	18.80	18.80	012719165 4325	Superintendent / Office Supplies
S20R0704	AUGUSTIN EGELSEE LLP	8,500.00	8,500.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
S20R0706	LENOVO (UNITED STATES) INC.	2,519.26	2,519.26	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
S20R0707	AMAZON.COM LLC	68.01	68.01	012109078 4330	Tech/Media Office Operation / Printing/Xerox Supplies
S20R0708	SUPER DUPER INC	169.49	55.45	015642960 4310	Special Ed. - Fulton S&L / Instructional Supplies
			114.04	015644960 4310	Special Ed. - Masuda S&L / Instructional Supplies
S20R0709	LEARNING A-Z	3,260.25	3,260.25	012289963 5826	MAA - Instructional / Licensing/Software,Maint/Supp
S20R0710	EDUCATION WEEK	44.00	44.00	012719470 5899	Personnel Department / Other Operating Expenses
S20R0711	FOLLETT CONTENT SOLUTIONS LLC	2,057.11	2,057.11	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0712	SPIEART INC.	372.85	372.85	012109078 5645	Tech/Media Office Operation / Outside Srvs-Repairs & Mainte
S20R0713	THE LIBRARY STORE	183.31	183.31	010011089 5899	Donations - Tamura / Other Operating Expenses
S20R0714	DAWSIGNPRESS	127.23	127.23	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0716	PEARSON CLINICAL ASSESSMENT	970.59	970.59	015989860 4322	Special Ed DO - Instruction / Testing Supplies
S20R0717	FIRST BOOK	241.96	241.96	010454975 4230	Pupil Achvmnt-Library Masud / Lost Books Rebate
S20R0718	IMAGE MARKET	616.78	616.78	010064975 4310	Course Access-Music Masuda / Instructional Supplies
S20R0719	MACKIN LIBRARY MEDIA	1,482.77	1,482.77	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0720	BARNES AND NOBLE	768.04	768.04	010453275 4310	Pupil Achvmnt-Library Cox / Instructional Supplies
S20R0721	FORMAL FASHIONS INC	373.12	126.11	010062975 4311	Course Access-Music Fulton / Elective Supplies
			123.88	010063875 4311	Course Access-Music Talbert / Elective Supplies
			123.13	010064975 4311	Course Access-Music Masuda / Elective Supplies
S20R0722	MHS INC	2,122.60	2,122.60	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
S20R0723	ORANGE COUNTY DEPARTMENT OF ED	200.00	200.00	015989860 5210	Special Ed DO - Instruction / Travel, Conference, Workshop

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S20R0726	PONZURIC LEARNING STUDIOS	144.00	144.00	015989860 5826	Special Ed DO - Instruction / Licensing/Software,Maint/Supp
S20R0727	MEDIC FIRST AID INTERNATIONAL	16.33	16.33	012739962 5899	Medi-Cal Billing-Nurses / Other Operating Expenses
S20R0728	LEE, KELLY	3,500.00	3,500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
S20R0729	SOFTCHOICE CORPORATION	29,762.46	29,762.46	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0730	ASUEGA, FILIATA	495.92	495.92	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
S20R0731	SCHOLASTIC MAGAZINE	2,390.87	2,390.87	013213737 4310	ES Reading Support-Oka / Instructional Supplies
S20R0732	WEST MUSIC	941.64	941.64	010064775 4310	Course Access-Music Courreges / Instructional Supplies
S20R0734	BEARCOM	43.46	43.46	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
S20R0735	STAPLES	40.22	40.22	010064775 4310	Course Access-Music Courreges / Instructional Supplies
S20R0736	ABDO PUBLISHING	1,638.42	1,638.42	010451675 4315	Pupil Achvmnt-Library Newland / Media/Library Supplies
S20R0737	MOMENTUM IN TEACHING LLC	3,800.00	3,800.00	013211616 5215	ES Reading Support-Newland / Staff Development
S20R0738	CURRICULUM ASSOCIATES INC.	1,334.52	1,334.52	015989860 4322	Special Ed DO - Instruction / Testing Supplies
S20R0739	SOUTHWEST SCHOOL AND OFFICE SU	104.99	104.99	012721616 4325	Sch Site Admin - Newland / Office Supplies
S20R0740	DEO VOLENTE INDUSTRIES INC	304.92	304.92	015619860 5899	Special Ed. - DIS--APE / Other Operating Expenses
S20R0741	SCHOLASTIC MAGAZINE	4,513.47	4,513.47	010113255 4310	Title I - Cox / Instructional Supplies
S20R0742	STARFALL EDUCATION	975.00	975.00	013213737 4310	ES Reading Support-Oka / Instructional Supplies
S20R0743	SCHOOL SPECIALTY LLC	1,200.00	1,200.00	010144989 4311	Donations - Masuda / Elective Supplies
S20R0744	SOUTHWEST SCHOOL AND OFFICE SU	800.00	800.00	010144989 4311	Donations - Masuda / Elective Supplies
S20R0745	HOME DEPOT	1,000.00	1,000.00	010144989 4311	Donations - Masuda / Elective Supplies
S20R0746	WILSON LANGUAGE TRAINING CORPO	1,767.60	1,767.60	013213737 4310	ES Reading Support-Oka / Instructional Supplies
S20R0747	MACKIN LIBRARY MEDIA	4,612.56	4,612.56	010403775 4310	Pupil Achvmnt-Library Oka / Instructional Supplies
S20R0748	THERAPRO INC	753.85	753.85	012739964 4310	Medi-Cal Billing-OT Services / Instructional Supplies
S20R0749	FOLLETT CONTENT SOLUTIONS LLC	127.46	127.46	010403775 4310	Pupil Achvmnt-Library Oka / Instructional Supplies
S20R0750	FOLLETT CONTENT SOLUTIONS LLC	278.58	278.58	010403775 4310	Pupil Achvmnt-Library Oka / Instructional Supplies
S20R0751	LITERACY RESOURCES LLC	734.73	734.73	013213737 4310	ES Reading Support-Oka / Instructional Supplies
S20R0752	LEVEL 27 MEDIA	607.70	607.70	010053762 5899	School Clmt-Stdnt Behvr Oka / Other Operating Expenses
S20R0753	MICROSOFT CORPORATION	3,770.71	391.48	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
			3,371.23	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
			8.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0754	GOODWILL INDUSTRIES	2,000.00	2,000.00	012719961 5813	Student Services Office / Consultant
S20R0755	FOLLETT CONTENT SOLUTIONS LLC	7,525.13	7,525.13	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0756	NERDS INC.	498.06	498.06	011405338 4310	MS Science-Talbert / Instructional Supplies

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S20R0757	FOLLETT CONTENT SOLUTIONS LLC	3,517.62	3,517.62	010451075 4310	Pupil Achvmnt-Library Tamura / Instructional Supplies
S20R0759	SOUTHWEST SCHOOL AND OFFICE SU	211.48	211.48	011405138 4310	MS Math-Talbert / Instructional Supplies
S20R0760	STAPLES	48.38	48.38	012059385 4325	Publications / Office Supplies
S20R0761	TOWN AND COUNTRY HOTEL	445.88	445.88	012658155 5210	Assessment and Accountability / Travel, Conference, Workshop
S20R0763	ODP BUSINESS SOLUTIONS LLC	1,800.00	1,800.00	012539961 4310	Tobacco-Use-OCDE Adminstrative / Instructional Supplies
S20R0764	AMAZON.COM LLC	43.46	43.46	012719380 4329	Business Department / Disaster Supplies
S20R0765	AMAZON.COM LLC	1,232.91	1,232.91	013000000 4325	Noon Duty Aides - DO / Office Supplies
S20R0766	STAPLES	49.66	49.66	010055775 4310	State Standards-CGI / Instructional Supplies
S20R0768	FORMAL FASHIONS INC	1,025.77	233.18	010062975 4310	Course Access-Music Fulton / Instructional Supplies
			383.97	010063875 4310	Course Access-Music Talbert / Instructional Supplies
			408.62	010064975 4310	Course Access-Music Masuda / Instructional Supplies
S20R0769	WEST MUSIC	976.51	976.51	010061675 4310	Course Access-Music Newland / Instructional Supplies
S20R0770	STAPLES	39.85	39.85	010061675 4310	Course Access-Music Newland / Instructional Supplies
S20R0771	HEINEMANN	61.15	61.15	011531075 4310	Cotsen Foundation - Tamura / Instructional Supplies
S20R0772	STAPLES	110.00	110.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
S20R0773	BOOKSOURCE	2,800.00	2,800.00	011531075 4310	Cotsen Foundation - Tamura / Instructional Supplies
S20R0774	SCHOLASTIC BOOK ORDERS	540.00	540.00	011531075 4310	Cotsen Foundation - Tamura / Instructional Supplies
S20R0775	ORIENTAL TRADING COMPANY	141.71	141.71	010051662 4310	School Clmt-Stdnt Behvr Newlan / Instructional Supplies
S20R0776	J W PEPPER	40.74	40.74	012129078 4110	Lottery Instructional Material / Basic Textbooks
S20R0779	ORANGE COUNTY TREASURER	248.88	248.88	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0780	LEE & ASSOCIATES	2,921.77	2,921.77	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0781	ORANGE COUNTY TREASURER	2,999.82	2,999.82	012868989 5570	Maintenance / Sanitation Fees
S20R0784	MIND RESEARCH INSTITUTE	2,250.00	2,250.00	011500275 5215	District Prof Dev / Staff Development
S20R0785	REVENUE ENHANCEMENT GROUP INC.	757.84	757.84	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
S20R0786	KUTA SOFTWARE	871.00	871.00	011405129 4310	MS Math-Fulton / Instructional Supplies
S20R0787	ORANGE COUNTY DEPARTMENT OF ED	38,500.00	38,500.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0788	ORANGE COUNTY DEPARTMENT OF ED	66,000.00	66,000.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
S20R0789	SOUTHWEST SCHOOL AND OFFICE SU	179.17	179.17	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0790	LAKESHORE EQUIPMENT COMPANY	392.49	392.49	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0791	LAKESHORE EQUIPMENT COMPANY	369.64	369.64	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0792	LAKESHORE EQUIPMENT COMPANY	303.31	267.46	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
			35.85	013214040 4310	ES Reading Support-Plavan / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20R0793	LAKESHORE EQUIPMENT COMPANY	250.04	250.04	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0794	LAKESHORE EQUIPMENT COMPANY	59.80	59.80	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0795	LAKESHORE EQUIPMENT COMPANY	242.47	242.47	011404075 4310	ES CGI/Math-Plavan / Instructional Supplies
S20R0797	LAKESHORE EQUIPMENT COMPANY	275.92	275.92	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0798	LAKESHORE EQUIPMENT COMPANY	242.47	242.47	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0799	LAKESHORE EQUIPMENT COMPANY	260.91	260.91	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0800	SOUTHWEST SCHOOL AND OFFICE SU	758.34	758.34	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0801	ORIENTAL TRADING COMPANY	206.33	206.33	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0802	WILSON LANGUAGE TRAINING CORPO	1,672.58	1,672.58	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0803	STAPLES	1,156.00	1,156.00	013212929 4399	MS ELA-Fulton / Equipment Under \$500
S20R0804	WILSON LANGUAGE TRAINING CORPO	172.46	172.46	013211010 4310	ES Reading Support-Tamura / Instructional Supplies
S20R0805	LAKESHORE EQUIPMENT COMPANY	250.00	250.00	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0806	LAKESHORE EQUIPMENT COMPANY	250.00	250.00	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0807	LAKESHORE EQUIPMENT COMPANY	250.00	250.00	010114055 4310	Title I - Plavan / Instructional Supplies
S20R0808	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
S20R0809	LAKESHORE EQUIPMENT COMPANY	173.23	173.23	013214747 4310	ES Reading Support-Courreges / Instructional Supplies
S20R0811	GUITAR CENTER STORES INC.	1,306.55	1,306.55	010062975 4399	Course Access-Music Fulton / Equipment Under \$500
S20R0812	FIRST BOOK	63.89	63.89	010454975 4230	Pupil Achvmnt-Library Masud / Lost Books Rebate
S20R0813	IT'S ELEMENTARY!	1,172.81	1,172.81	010113255 4310	Title I - Cox / Instructional Supplies
S20R0814	FOLLETT CONTENT SOLUTIONS LLC	3,584.60	3,584.60	010454975 4230	Pupil Achvmnt-Library Masud / Lost Books Rebate
S20R0816	FOLLETT CONTENT SOLUTIONS LLC	972.07	972.07	010454975 4230	Pupil Achvmnt-Library Masud / Lost Books Rebate
S20S0020	ADVANTAGE WEST INVESTMENT ENTE	3,648.13	3,648.13	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0021	GRAINGER INC.	293.50	293.50	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0022	ADVANTAGE WEST INVESTMENT ENTE	12,855.69	12,855.69	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0023	SCHOOL SPECIALTY LLC	41.81	41.81	011000000 9320	Revenue Limit - State Revenues / STORES
S20S0024	GRAINGER INC.	28.12	28.12	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		967,782.46	967,782.46		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20M4114	ADVANTAGE WEST INVESTMENT ENTE	263.87	263.87	120016098 4340	Extended School Instructional / Custodial Supplies
S20R0568	LAKESHORE EQUIPMENT COMPANY	250.00	250.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0588	DISCOUNT SCHOOL SUPPLY	2,197.20	2,197.20	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
S20R0591	STAPLES	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0610	LAKESHORE EQUIPMENT COMPANY	150.00	150.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0680	S & S WORLDWIDE	188.56	188.56	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0690	DISCOUNT SCHOOL SUPPLY	100.00	100.00	120016098 4310	Extended School Instructional / Instructional Supplies
S20R0691	BARNES AND NOBLE	125.19	125.19	120016198 4310	State Preschool Instructional / Instructional Supplies
S20R0725	JOEY JUMPERS LLC	175.00	175.00	120016098 5610	Extended School Instructional / Outside Services - Rentals
S20R0796	ORIENTAL TRADING COMPANY	53.77	53.77	120016198 4310	State Preschool Instructional / Instructional Supplies
Fund 12 Total:		3,653.59	3,653.59		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20R0630	FERGUSON REFRIGERATION COMMERC	442.68	442.68	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
S20R0632	FERGUSON REFRIGERATION COMMERC	225.00	225.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
S20R0633	FERGUSON REFRIGERATION COMMERC	727.31	727.31	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
S20R0639	HEARTLAND PAYMENT SYSTEMS	1,224.00	1,224.00	133207380 4399	Cafeteria Fund / Equipment Under \$500
S20R0693	CHEFS' TOYS	494.80	494.80	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
S20R0724	CHEFS' TOYS	958.59	958.59	133207380 4410	Cafeteria Fund / Fixed Assets \$500-\$5000
S20R0762	SOUTHERN CALIFORNIA PIZZA COMP	41,500.00	41,500.00	133207380 4710	Cafeteria Fund / FOOD
S20R0767	FERGUSON REFRIGERATION COMMERC	886.42	886.42	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
	Fund 13 Total:	46,458.80	46,458.80		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
S20M4096	NINYO & MOORE	50,000.00	50,000.00	403023780 6222	HVAC Modernization-Oka / Inspection Svcs Bldg Improve
S20M4099	CLASS LEASING LLC	1,469.00	1,469.00	403024080 6299	HVAC Modernization-Plavan / Other Building & Improvement
S20M4100	SMITH-EMERY LABORATORIES	8,000.00	8,000.00	403024080 6222	HVAC Modernization-Plavan / Inspection Svcs Bldg Improve
S20R0679	CALIFORNIA DEPARTMENT OF EDUCA	5,319.10	5,319.10	403023880 5899	MS Science Bldg - Talbert / Other Operating Expenses
Fund 40 Total:		64,788.10	64,788.10		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 11/10/2022

FROM 09/21/2022 TO 10/31/2022

<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
Total Account Amount:			1,082,682.95		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 11/10/2022

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	FRO 09/21/2022 TO 10/31/2022	PSEUDO / OBJECT DESCRIPTION
R20R0840	BERTRAND MUSIC ENTERPRISES INC	1,190.71	+190.71	010064975 4310		Course Access-Music Masuda / Instructional Supplies
R20R1050	LAKESHORE EQUIPMENT COMPANY	75.00	+0.01	010011010 4310		Sch Site Instr - Tamura / Instructional Supplies
R20R1250	GUITAR CENTER STORES INC.	9,300.33	+1,610.62	010062975 4310		Course Access-Music Fulton / Instructional Supplies
S20M4001	ADVANTAGE WEST INVESTMENT ENTE	7,000.00	+2,000.00	012889390 4340		Custodial / Custodial Supplies
S20M4020	PRO PACIFIC BEE REMOVAL	3,000.00	+2,500.00	012868989 5645		Maintenance / Outside Srvs-Repairs & Mainten
S20M4025	SMARDEN SUPPLY COMPANY	16,000.00	+5,000.00	012868989 4347		Maintenance / Repair & Upkeep Equip Supplies
S20R0023	BERTRAND MUSIC ENTERPRISES INC	1,118.28	+118.28	010143889 4311		Donations - Talbert / Elective Supplies
S20R0365	COUGHLAN COMPANIES INC	3,522.33	+95.21	010113755 4310		Title I - Oka / Instructional Supplies
S20R0493	IMAGE MARKET	1,151.25	+269.07	010062975 4310		Course Access-Music Fulton / Instructional Supplies
Fund 01 Total:			+11,783.90			

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 11/10/2022

PO NUMBE	<u>VENDOR</u>	PO <u>TOTAL</u>	CHANGE <u>AMOUNT</u>	ACCOUNT <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
R20M4248	KYA SERVICES LLC	69,848.43	+69,848.43	142861689 6210	Def Mnt-Newland / Carpet Building Improvement
Fund 14 Total:			+69,848.43		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **11/10/2022**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	FRO 09/21/2022 TO 10/31/2022	PSEUDO / OBJECT DESCRIPTION
P20M4380	STANLEY G ALEXANDER INC	56,821.25	-9,123.00	223013780 6299		GOB, ELECTION 2016-Oka / Other Building & Improvement
P20M4397	SANDY PRINGLE ASSOCIATES	112,080.00	-10,000.00	233011680 6222		GOB, ELECTION 2016-Newland / Inspection Svcs Bldg
Fund 23 Total:			-10,000.00			

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES **11/10/2022**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	FRO 09/21/2022 TO 10/31/2022	<u>PSEUDO / OBJECT DESCRIPTION</u>
P20M4380	STANLEY G ALEXANDER INC	56,821.25	-27,585.31	403013780 6222		HVAC Modernization-Oka / Inspection Svcs Bldg Improve
			-2,696.25	403013780 6299		HVAC Modernization-Oka / Other Building & Improvement
			+56,821.25	403023780 6299		HVAC Modernization-Oka / Other Building & Improvement
P20M4397	SANDY PRINGLE ASSOCIATES	112,080.00	+20,000.00	403021680 6222		HVAC Modernization-Newland / Inspection Svcs Bldg Improv
R20M4352	POWER PLUS	33,470.00	+33,470.00	403024080 6299		HVAC Modernization-Plavan / Other Building & Improvement
S20M4080	SANDY PRINGLE ASSOCIATES	50,000.00	+20,000.00	403024080 6222		HVAC Modernization-Plavan / Inspection Svcs Bldg Improve
S20M4089	SANDY PRINGLE ASSOCIATES	16,800.00	+8,000.00	403023780 6222		HVAC Modernization-Oka / Inspection Svcs Bldg Improve
Fund 40 Total:			+108,009.69			

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND
BOARD OF TRUSTEES 11/10/2022

FRO 09/21/2022 TO 10/31/2022

<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>
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Total Account Amount:	+170,519.02
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Fountain Valley School District
Business Service Division

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent Business Services
SUBJECT: **APPROVE CHANGE ORDER #4R2 FOR THE OKA
ELEMENTARY SCHOOL MEASURE O HVAC AND
MODERNIZATION PROJECT**
DATE: November 7, 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.

The Oka 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 #4R2 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 #4R2 is (\$409,008.00). 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 #4R2 for the Oka Elementary School Measure O HVAC and Modernization Project



Fountain Valley School District
BUSINESS SERVICES DEPARTMENT

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **REJECT CLAIM 2023-01 IN THE AMOUNT OF \$15,099.46**
DATE: November 7, 2022

Background:

Per Government Code, Section 911.2 claims against a school district for death, injury to person, or personal property must be filed no later than six months after the occurrence. United Services Automobile Association has filed a claim on behalf of their client, in the amount of \$15,099.46, for property damage sustained in a traffic collision on April 12, 2022.

The District's liability administrator is currently working to resolve this claim.

Fiscal Impact:

The amount of the claim is \$15,099.46.

Recommendation:

It is recommended that the Board of Trustees rejects claim 2023-01 from United Services Automobile Association.



Fountain Valley School District
BUSINESS SERVICES DEPARTMENT

M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton, Assistant Superintendent, Business Services
SUBJECT: **APPROVE RESOLUTION 2023-11 APPROVING THE DISTRICT'S MEMBERSHIP IN THE GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY AND ASSIGNING ALL CURRENT CONTRACTS WITH GOVERNMENT FINANCIAL STRATEGIES, INC. TO THE JPA**
DATE: November 7, 2022

Background:

When a District issues public debt, such as bonds, the District agrees to continue to provide certain information to the public in the form of a continuing disclosure filing. The District currently contracts with Government Financial Strategies (GFS) for technical assistance with the Measure O continuing disclosure. In addition, the team at GFS has been available for support in other areas of fiscal management, including their assistance with our investment portfolio. Over the past five years, GFS has supported the District's commitment to best practices, which has, in turn, resulted in favorable bond financing that has reduced District taxpayer costs and resulted in additional funds for facilities.

In July of 2022, the Government Financial Services Joint Powers Authority (JPA) was formed, and contracts with Government Financial Strategies, Inc (GFS) will be turned over to the JPA. The JPA will retain the current GFS staff, including Lori Raineri and Keith Weaver.

The District has the opportunity to assign our current contract with GFS to the JPA and become a member of this newly formed JPA. By becoming a member of the JPA, the District will be able to utilize the expertise of the GFS team and engage in financial activities through a joint effort with other public agencies.

Fiscal Impact:

The annual membership fee is \$5,000.00 a year, with a three-year membership agreement. The membership fee will be applied toward the services provided.

Recommendation:

It is recommended that the Board of Trustees approves Resolution 2023-11, approving the District's membership in the Government Financial Services Joint Powers Authority and assigning all contracts with Government Financial Strategies, Inc. to the JPA.

**AGREEMENT OF THE
GOVERNMENT FINANCIAL SERVICES
JOINT POWERS AUTHORITY**

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Article 1 Creation of the Joint Powers Entity

Article 2 Purpose of the Authority

Article 3 Powers of the Authority

Article 4 Functions of the Authority

Article 5 Term of the Agreement

Article 6 Bylaws

Article 7 Membership

Article 8 Board of Directors

Article 9 Executive Committee

Article 10 Accountability of Funds

Article 11 Termination of Agreement

Article 12 Disposition of Property and Funds

Article 13 Investment of Surplus Funds

Article 14 Amendments

Article 15 Severability

Article 16 Liability and Indemnifications

Article 17 Filing with Secretary of State

THIS AGREEMENT (“Agreement”) is entered into pursuant to the provisions of Title I, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code (“Government Code”), relating to the joint exercise of powers between the signatory public agencies for the purpose of operating an agency known as **GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY**.

RECITALS:

WHEREAS, the Government Code permits two (2) or more public agencies to join or exercise any power common to them.

WHEREAS, the signatories have determined that there is a need by public agencies for expertise in financial matters including, but not limited to, planning, and implementing financings and best practices in their financial strategies.

WHEREAS, each of the member agencies individually have the authority to perform and procure the services contemplated by the Joint Powers Authority.

WHEREAS, the intent of the Joint Powers Authority is to follow the law and be ethical.

WHEREAS, each signatory has determined that it is economically practical and for its public benefit and in its interest to do so.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF ALL OF THE MUTUAL BENEFITS, COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

CREATION OF THE JOINT POWERS AUTHORITY

A Joint Powers Authority, separate and apart from the public agencies that are party to this Agreement, is hereby created and designated as the GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY (the “Authority”).

ARTICLE 2

PURPOSE OF THE AUTHORITY

The Authority is established primarily to assist the parties to this Agreement (the “Members”) and other public agencies with their financial matters including, but not limited to, planning, and implementing financings and best practices in their financial strategies, as described further in Article 4, for the ultimate purpose of providing fiscal benefits to the Members and to the taxpayers which support them. Notwithstanding the above terms, the Authority may engage in any legal act.

ARTICLE 3

POWERS OF THE AUTHORITY

The Authority, acting through its Board of Directors (“Board”), shall have the power and authority to exercise any power common to the public agencies which are parties to this

Agreement, provided that the same is in furtherance of the functions and objectives of this Agreement, including, but not limited to the following powers:

- A. To make and enter into contracts.
- B. To employ agents and employees.
- C. To enter into contracts, including purchase agreements.
- D. To acquire, hold and/or dispose of real and personal property.
- E. To construct, manage, maintain, or operate any building, works or improvements.
- F. To incur debts, liabilities, and obligations.
- G. To sue and be sued in the name of the Authority.
- H. To receive gifts, contributions and donations of property, funds, services, or other forms of assistance from members, firms, persons, corporations, associations, and any other governmental entity in accordance with existing laws.
- I. To invest surplus funds as permitted by law.
- J. To receive, collect, and disburse moneys.
- K. To carry out all provisions of this Agreement.
- L. To retain experts and consultants to assist the Authority in the performance of the duties specified below in Article 4.
- M. To employ or retain legal counsel to advise on matters relating to the operation of the Authority.
- N. To exercise other reasonable and necessary powers in furtherance or support of any purpose of the Authority or power granted by the Joint Powers Law, this Agreement, or the Bylaws of the Authority, as adopted by the Board.

Pursuant to Section 6509 of the Government Code, the exercise of the powers of the Authority shall be subject to the same restrictions upon the manner of exercising its powers as imposed upon one (1) of the contracting parties, namely the Kern County Superintendent of Schools.

ARTICLE 4

FUNCTIONS OF THE AUTHORITY

As necessary to fulfill its purposes, the Authority may provide, perform, assist, consult, train, or teach on any of the following functions, including but not limited to:

4.1. Financial Planning Projects:

- A. Financial modeling.
- B. Tax base analysis.
- C. Demographic analysis.
- D. New development impact mitigation.
- E. Financial and capital improvements planning.
- F. Ballot measures and election planning.
- G. Third party reviews and specialized debt analysis.
- H. Financial transactions, including but not limited to:
 - i. General obligation bonds.
 - ii. Certificates of participation (“COPs”).
 - iii. Lease-purchase financings.

- iv. Mello-Roos Community Facilities District (“CFD”) financing.
- v. Lease revenue bonds.
- vi. Tax and revenue anticipation notes (“TRANS”).
- vii. Limited obligation improvement/assessment bonds.
- viii. State and Federal loan programs.

4.2. Assistance & Support with Specialized Projects:

- A. Assessment, community facilities, and school facilities improvement districts.
- B. Special taxes (including parcel taxes and Mello-Roos taxes).
- C. Community engagement.
- D. Citizens’ Bond Oversight Committee training and consulting.
- E. Fraud prevention and examination.
- F. Financial review and analysis.
- G. Public employee workforce housing.
- H. Property purchase, sale, and lease planning and negotiations.
- I. Energy project pro formas and feasibility studies.

4.3 Administration and Compliance Efforts:

- A. Post-bond sale compliance.
- B. Annual continuing disclosure reports (to Electronic Municipal Market Access “EMMA”).
- C. Annual debt transparency reports (to the California Debt and Investment Advisory Commission “CDIAC”).
- D. Significant event monitoring and disclosure reports.
- E. Development of debt policies and arbitrage and rebate regulation compliance procedures.
- F. Coordination regarding investment of proceeds.
- G. Pension and Other Post-Employment Benefits trust analysis and coordination.
- H. Long-term capital project budgeting and debt monitoring.
- I. Credit rating monitoring and oversight.
- J. Analysis and implementation of refinancing opportunities.
- K. Assistance with debt prepayment, redemption, and termination procedures.

4.4 Other Services: The Authority may perform such other functions as may be necessary or appropriate to carry out the Agreement, including provision of services to non-members, so long as such other functions so performed are not prohibited by any provision of law and are not otherwise inconsistent with this Agreement or the Bylaws.

ARTICLE 5

TERM OF THE AGREEMENT

This Agreement shall become effective at the later of July 1, 2022, or at 12:01 a.m. on the day following the date on which two (2) eligible Public Agencies approve this Agreement, as evidenced by signature to this Agreement and, for those public agencies that require it, adoption of an authorizing governing board resolution.

This Agreement shall be ongoing and continue in effect until lawfully terminated as provided herein and in the Bylaws.

ARTICLE 6

BYLAWS

The operations of the Authority shall be carried out pursuant to the Bylaws as adopted and from time to time amended by the Board of Directors.

ARTICLE 7

MEMBERSHIP

7.1 Definition: Membership shall be limited to public agencies, as that term is defined in Government Code Section 6500, who satisfy any further requirements specified in the Bylaws and have been admitted to membership. Each Member shall be entitled to the rights and privileges of and subject to the obligations of membership as provided in this Agreement and the Bylaws. Members may withdraw or be expelled from the Authority as specified in the Bylaws.

7.2 Membership Classes: There shall be two (2) classes of membership. Founding Members shall have permanent seats on the Board and shall consist of those members who: (1) Joined the Authority as Founding Members by July 1, 2022; or (2) Selected by other Founding Members to replace a Founding Member who has left the Authority. The Replacement Founding Member shall also have a permanent seat on the Board. There shall be no more than seven (7) Founding Members. All other members shall be Regular Members. Certain Members will be asked to join the Board for a stated term, as further stated below. Whenever the Authority refers to “Members” (without specifying whether Founding or Regular), the term applies to all classes of members.

7.3 Application for Membership: Any public agency may apply to be a Member by submitting an application to the Authority. If approved, a Member must pay an annual membership fee . A Regular Member may participate in all activities and programs of the Authority but shall not have voting rights unless selected by the Board to serve on the Board.

ARTICLE 8

BOARD OF DIRECTORS

8.1 Subject to the provisions and limitations of Government Code Section 6500 and following and any other applicable laws, and subject to any limitations in this Agreement or the Bylaws, the Authority’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under direction of the Board of Directors.

8.2 Number of Board Members: The Board shall be comprised of one (1) Representative from each of the Founding Members. In addition to the Representative appointed by each Member to represent such Member, an Alternate is to be designated by the Member, who may vote only in the absence of the Representative. There will be a maximum of seven (7) Founding members. The Board shall have the responsibility to oversee all functions of the

Authority. The Board may delegate to an Executive Committee, certain day-to-day operations of the Authority, save the following, which may not be delegated:

- A. Approval of financial transactions outside the ordinary course of operations.
- B. Expulsion of a Member from the Authority.
- C. Termination or suspension of the rights of a Member in default.
- D. Approval of the dissolution of the Authority.
- E. Approval to amend this Agreement (by two-thirds vote).

8.3 At-Large Board Members: The Board may appoint from the Regular Members, up to four (4) At-Large Board Members, who each shall serve as a Board Member for a period of three (3) years. The At-Large Board Members may serve up to two (2) consecutive terms. At-Large Board Members shall have a Representative and an Alternate who serves in the place of the Representative, as required. Both the Representative and the Alternate shall be designated by the Member.

8.4 Executive Committee: When the number of Board Members exceeds ten (10), the Board may delegate the day-to-day operations of the Authority to an Executive Committee whose functions and authority are further set forth in Article 9, below.

8.5 Members of the Board of Directors shall serve as unpaid volunteers; however, the Members of the Board of Directors may receive such reimbursement of expenses as the Board may establish by resolution to be just and reasonable as to the Authority.

ARTICLE 9

EXECUTIVE COMMITTEE

9.1 The Executive Committee shall be comprised of at least three (3) members of the Board of Directors as determined in the Bylaws.

9.2 The Executive Committee, unless limited by a resolution of the Board, shall have, and may exercise all the authority of the Board in the management of the regular business and affairs of the Authority; provided, however, that the Executive Committee shall not have the Authority of the Board in reference to those matters enumerated in Article 8 as reserved for the Board of Directors. The Executive Committee shall provide a meeting summary to the full Board, including all resolutions, at the next regularly scheduled Board meeting unless already reported out at a special meeting.

9.3 The Executive Committee shall make regular reports to the Board as to its activities. Members of the Executive Committee shall serve a term of two (2) years and may have their terms renewed by a majority vote of the Board.

ARTICLE 10

ACCOUNTABILITY OF FUNDS

The Authority shall ensure strict accountability of all funds and report of all receipts and disbursements. The Authority shall provide in its Bylaws for the assignment of responsibility for financial operations and accountability (e.g., auditing).

ARTICLE 11

TERMINATION OF AGREEMENT

11.1 Termination of this Agreement may be initiated upon either a) two-thirds vote of all Members or b) the withdrawal or removal from membership of all Members pursuant to the Bylaws, in either case an “Act of Dissolution.”

11.2 In the event of an Act of Dissolution, this Agreement, the Bylaws, and the Authority shall continue to exist until such time as the disposition of all claims and payment or provision for obligations, distribution of assets, and all other functions necessary to wind up the affairs of the Authority have been completed, at which time the Agreement shall terminate.

11.3 “Obligations” shall include, but not be limited to, all payments required by law, together with any reserves established for the purpose of paying liabilities, together with any other legal obligations incurred by the Authority pursuant to this Agreement.

ARTICLE 12

DISPOSITION OF PROPERTY AND FUNDS

In the event of termination of the Agreement, the assets net of any liabilities of the Authority shall be distributed and apportioned among the current Members, in proportion to the fees paid by each Member since the formation of the Authority, consistent with Government Code Section 6512.

In the event a Member withdraws from membership in the Authority prior to an Act of Dissolution, that Member’s interest in the property and funds of the Authority shall be determined as set forth in the Bylaws.

ARTICLE 13

INVESTMENT OF SURPLUS FUNDS

The Authority shall have the power to cause to be invested in compliance with Section 6509.5 of the Government Code such surplus funds as are not necessary for the immediate operation of the Authority in such investments as permitted by law.

ARTICLE 14

AMENDMENTS

The Board may agree to amend this Agreement with a two-thirds vote of the sitting members of the Board. Such amendments shall be binding upon all Members of the Authority. Failure of a Member to abide by an amendment may result in involuntary termination of such Member as provided in the Bylaws.

ARTICLE 15
SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any laws of the State of California including Government Code Section 6502, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

ARTICLE 16
LIABILITY AND INDEMNIFICATION

16.1 Any and all debts, liabilities and obligations incurred by or imposed upon the Authority shall be the debts, liabilities, and obligations solely of the Authority and no debt, liability or obligation shall thereby be imposed on any party (or the collective parties) to the Agreement. Notwithstanding the foregoing, each Member shall be liable for its pro rata share of those obligations imposed by Government Code Section 6508.1, relating to employee retirement benefits. The tort liability and immunities of the members of the Board or any committee appointed thereby, and all officers and employees of the Authority, shall be governed by Government Code section 810, et seq.

16.2 The Authority shall insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected with this Agreement.

ARTICLE 17
FILING WITH THE SECRETARY OF STATE

A notice satisfying the requirements of Section 6503.5 of the Government Code shall be filed with the Office of the Secretary of State and Office of the State Controller no later than thirty (30) days following the date this Agreement becomes effective.

This Agreement may be executed in counterpart originals. Facsimile shall be deemed originals.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS JOINT EXERCISE OF POWERS AGREEMENT FOR THE OPERATION OF THE GOVERNMENT FINANCIAL SERVICES JOINT POWERS AUTHORITY BY THEIR AUTHORIZED OFFICERS AS SET FORTH BELOW AND IN COUNTERPART:

Date: _____

Member: _____

By : _____

Designated Representative

**FOUNTAIN VALLEY SCHOOL DISTRICT
RESOLUTION No. 2023-11**

**A RESOLUTION OF THE GOVERNING BOARD OF THE FOUNTAIN VALLEY
SCHOOL DISTRICT ADOPTING AND APPROVING THE JOINT POWERS
AUTHORITY AGREEMENT AND JOINING GOVERNMENT FINANCIAL SERVICES
JOINT POWERS AUTHORITY**

WHEREAS, the Government Financial Services Joint Powers Authority (hereinafter referred to as the “JPA”) is a joint powers authority duly organized under Title I, Division 7, Chapter 5, Article 1 (Section 6500, et seq.) of the Government Code of the State of California, which authorizes the joint exercise by two or more public agencies of any power common to them; and

WHEREAS, the JPA was formed on July 1, 2022 with the purpose of assisting the JPA member agencies and other public agencies with their financial matters; and

WHEREAS, there is a need by public agencies for specialized expertise to support financial operations including, but not limited to, planning and implementing financings, developing financial strategies guided by established best practices, and providing quantitative analysis for the ultimate purpose of providing fiscal benefits to the agencies and to the taxpayers which support them; and

WHEREAS, public agencies may utilize financing to accomplish the acquisition of real property and real property interests, the development, improvement and repair of real property, and the leasing and/or purchasing of equipment; and

WHEREAS, financial analysis and implementation of financing transactions for such periodic endeavors often requires the labor and expertise of external public finance experts; and

WHEREAS, such financial activities and decisions can be guided by established best practices with the goals of being supported by appropriate quantitative analysis while also reflecting transparency, efficiency, and the importance of the public trust with respect to taxpayer funds; and

WHEREAS, each of the member agencies individually have the authority to perform and procure the services contemplated by the JPA; and

WHEREAS, the Governing Board of the Fountain Valley School District, has determined that entering into a joint powers agreement to make financial services available in the future and to assist with financial activities through a joint effort with the other public agencies is in the Fountain Valley School District’s best interests.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Governing Board approves membership in the Government Financial Services Joint Powers Authority and instructs its duly authorized agent to execute the Joint Powers Authority Agreement.
2. The Governing Board approves the payment of \$5,000 as its annual membership fee to the JPA.

PASSED and ADOPTED by the Governing Board of the Fountain Valley School District this 10th day of November, 2022 by the following vote:

AYES	()
NOES	()
ABSTAIN	()
ABSENT	()

I, Jeanne Galindo, Clerk of the Governing Board of Fountain Valley School District hereby certify that the foregoing Resolution was duly and regularly adopted by the Board at a lawfully called meeting held on 10th day of November, 2022 by a roll call vote.

Jeanne Galindo
Clerk of the Governing Board



Fountain Valley School District
Educational Services
Child Care Programs Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Mona Green, Director
SUBJECT: **AMENDMENT TO THE CHILDREN AND FAMILIES
COMMISSION OF ORANGE COUNTY CONTRACT 2022/2023
SCHOOL YEAR**
DATE: November 7, 2022

Background:

This is an amendment to the contract signed on July 1, 2020, between the Fountain Valley School District and The Children and Family Commission for Orange County to extend the contract to the 2023/2024 school year. Previously the contract ended with the 2022/2023 school year.

Fiscal Impact:

The Fountain Valley School District Child Care Programs Department will receive \$129,400 for the 2023/2024 school year.

Recommendation:

It is recommended that the Board of Trustees approves the amendment to the contract for school year 2022/2023.

FIRST AMENDMENT TO AGREEMENT FCI-SD4-07
BY AND BETWEEN
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
AND
FOUNTAIN VALLEY SCHOOL DISTRICT
FOR THE PROVISION OF SERVICES

This **FIRST AMENDMENT TO AGREEMENT** (“First Amendment”) is entered into as of the 5th day of October, 2022 (“Date of Amendment”) by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”), and **FOUNTAIN VALLEY SCHOOL DISTRICT**, a California public school district organized and existing under the laws of the State of California (“CONTRACTOR”). The Original Agreement, and this First Amendment, are and shall continue to be administered by the President/CEO of COMMISSION or his/her authorized designee (“ADMINISTRATOR”).

RECITALS

A. COMMISSION and CONTRACTOR previously entered into that certain Agreement for the Provision of Project Services dated July 1, 2020, under which the COMMISSION awarded funds for the “Project” described in Exhibits A, A-1, and B therein (“Original Agreement”).

B. Pursuant to the Original Agreement, COMMISSION awarded to CONTRACTOR funds to further the purposes of and implement COMMISSION’s Strategic Plan.

C. On February 5, 2020, COMMISSION awarded \$397,200 to CONTRACTOR for three years of Kindergarten Readiness Initiative (KRI), for the period July 1, 2020 through June 30, 2023.

D. On October 5, 2022, COMMISSION took action and awarded \$132,800 to CONTRACTOR, and authorized entering into a First Amendment with CONTRACTOR (\$129,400 for KRI Services for the period July 1, 2023 through June 30, 2024 and \$3,400 for EDI Services for the period July 1, 2022 through June 30, 2024).

E. COMMISSION hereby enters into this First Amendment and awards the additional \$132,800 to CONTRACTOR, as referenced in Recital D, for increased or additional Services.

F. CONTRACTOR desires to accept the additional \$132,800 of funding in order to provide increased or additional Services pursuant to the terms and conditions of the Original Agreement, as amended by this First Amendment. The Original Agreement and this First Amendment are referred to collectively as the “Agreement.”

G. The parties desire by this First Amendment to extend the Term of the Agreement by twelve (12) months.

H. The parties desire by this First Amendment to amend and restate COMMISSION’s Maximum Payment Obligation.

I. The parties desire by this First Amendment to amend and restate Exhibit A, Project Summary. This Amended and Restated Exhibit A shall replace the existing Exhibit A in the Original Agreement. A copy of the Amended and Restated Exhibit A is attached hereto and incorporated herein by reference.

J. The parties desire by this First Amendment to amend and restate Exhibit B, Project Budget. This Amended and Restated Exhibit B shall replace the existing Exhibit B in the Original Agreement. A copy of the Amended and Restated Exhibit B is attached hereto and incorporated herein by reference.

K. The parties desire by this First Amendment to amend and restate Attachment 1 to Exhibit B, Staffing Table. This Amended and Restated Attachment 1 to Exhibit B shall replace the existing Attachment 1 to Exhibit B in the Original Agreement. A copy of the Amended and Restated Attachment 1 to Exhibit B is attached hereto and incorporated herein by reference.

L. Capitalized terms in this First Amendment are as set forth in the Original Agreement, or as specifically defined herein.

M. The parties desire by this First Amendment to set forth certain modifications, and clarifications to the terms and conditions of the Original Agreement.

NOW, THEREFORE, based upon the foregoing Recitals, which are hereby a substantive part of this First Amendment, and in consideration of the covenants contained herein, COMMISSION and CONTRACTOR hereby agree as follows:

1. Term of Agreement. The Term, as defined in Paragraph 1 of the Original Agreement is extended twelve (12) months and is hereby amended to read as follows: “The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 23 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION’s Maximum Payment Obligation in this Agreement does not increase as a result.”

2. Maximum Payment Obligation. Additional funding of \$132,800 is provided by COMMISSION to CONTRACTOR by this First Amendment for a cumulative total of Five Hundred Thirty Thousand, Dollars (\$530,000). Paragraph 15 of the Original Agreement, Maximum Payment Obligation, with respect to CONTRACTOR is hereby amended to read as follows: “The ‘Maximum Payment Obligation’ of COMMISSION to CONTRACTOR under this Agreement shall be Five Hundred Thirty Thousand Dollars (\$530,000) or the actual reasonable cost incurred and paid for performance of the services, whichever is *less*,” which amount is the sum of (a) the first allocation of \$397,200 on February 5, 2022, and (b) this second allocation of \$132,800 on October 5, 2022, as specified in the Amended and Restated Exhibit B to the First Amendment to Agreement, attached hereto and incorporated herein by this reference.

3. Section 15.1 Multi-Year Contracts is updated as follows:

“15.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

15.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2020 through June 30, 2021 shall be \$129,400.

15.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for services to be provided for the period July 1, 2021 through June 30, 2022 shall be \$129,400.

15.1.3 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for services to be provided for the period July 1, 2022 through June 30, 2023 shall be \$129,400.

15.1.4 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for services to be provided for the period July 1, 2023 through June 30, 2024 shall be \$129,400.

15.1.5 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2020 through June 30, 2022 shall be \$9,000.

15.1.6 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for EDI services to be provided for the period July 1, 2022 through June 30, 2024 shall be \$3,400.”

4. Project Summary. The Amended and Restated Project Summary, Exhibit A, attached hereto and incorporated herein by this reference, is added to the Agreement and shall replace the Exhibit A in the Original Agreement.

5. Project Budget. The Amended and Restated Project Budget, Exhibit B, attached hereto and incorporated herein by this reference, is added to the Agreement and shall replace Exhibit B in the Original Agreement.

6. Attachment 1 to Exhibit B. The Amended and Restated Attachment 1 to Exhibit B, Staffing Table, attached hereto and incorporated herein by this reference, is added to the Agreement and shall replace the Attachment 1 to Exhibit B in the Original Agreement.

7. No Other Changes. Except as amended by this First Amendment, the terms of the Agreement, shall remain in full force and effect as written and entered into between COMMISSION and CONTRACTOR.

[Signature blocks for First Amendment start on next page.]

IN WITNESS WHEREOF, the COMMISSION and CONTRACTOR have executed this First Amendment to Agreement in the County of Orange, State of California.

**CHILDREN AND FAMILIES COMMISSION OF
ORANGE COUNTY**, a public body and legal public
entity

Dated: _____ By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION

By: _____
Robin Stieler
Clerk of COMMISSION

Dated: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: _____
Cassie Trapesonian, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

FOUNTAIN VALLEY SCHOOL DISTRICT, a
California public school district, organized and
existing under the laws of the State of California

Dated: _____

By: _____
Jerry Gargus, Ed.D, Assistant Superintendent

AMENDED AND RESTATED
EXHIBIT A
PROJECT SUMMARY
FOUNTAIN VALLEY SCHOOL DISTRICT
Agreement # FCI-SD4-07
Kindergarten Readiness Initiative (KRI)
Term: July 1, 2020 through June 30, 2024

1. FUNDING RECIPIENT

Fountain Valley School District
a California Public School District
10055 Slater
Fountain Valley, CA 92708

Contact: Mona Green, Program Director Child Development,
714-962-4065, greenm@fvsd.us

Work Plan and Data Entry Contact: Rena Bonifay, Program Supervisor, 714-962-4099,
bonifayr@fvsd.us

Invoices/Documentation Contact: Pooja Shah, Accountant, 714-843-3241,
shahp@fvsd.us

Signatories: Mona Green, Program Director, 714-962-4065, greenm@fvsd.us

2. BACKGROUND

The Commission has invested in school readiness since 2000 to provide early care and education opportunities to meet critically important early childhood development needs and maximize potential and success in school. Based on the updated First 5 Orange County Strategic Plan, the new scope of work for the Kindergarten Readiness Initiative focuses on the following strategic directions for early learning success: a formal early childhood leadership team, engaging neighborhoods, data and service delivery integration, and sustained early childhood and family services, all demonstrating the strategic use of EDI data for meaningful district planning and outreach.

3. PURPOSE AND SCOPE OF WORK

3.1 COMMITTED LEADERSHIP: Early Childhood Leadership Team

3.1.1 (ECLT1) Designate a District Early Childhood Leadership Team (ECLT). Name individuals from the following positions to participate on the Early Childhood Leadership Team: superintendent, assistant superintendent, or director, representatives from various departments and staff teams including, but not limited to: assessment and evaluation, early learning, educational services, fiscal services, health and wellness, human resources, and special education. Annually, provide an updated organizational chart that includes the Kindergarten Readiness Initiative (KRI) positions included, showing how early childhood (age 0-5) is structured and integrated within the District Administration.

3.1.2 (ECLT2) Using the Early Development Index (EDI) data, the ECLT will develop an Early Childhood Accountability Plan (ECAP) with annual and multi-year goals. The goals shall focus on children ages 0-5 the District serves and supports in a formalized setting such as part-day state preschool, full-day state preschool, fee for services, dual immersion, full inclusion between early learning and special education children, and other program services, as well as community early care providers as described in “Engaged Neighborhoods,” below.

3.1.3 (ECLT3) Include an early childhood presence on the District website, social media and communications materials that include the following: 1) a whole-child early childhood description (health and development, early learning, family resilience), 2) information on the EDI (with link to First 5 OC website), 3) information on how the District is integrating early childhood into their organizational system, and 4) include First 5 Orange County logo denoting partnership.

3.1.4 (ECLT4) Present EDI data, related ECAP and early childhood program information to an appropriate District leadership group (i.e., Cabinet or Board of Trustees, Principals and/or Leadership Teams, Multi-Tiered System of Support (MTSS) Team and/or other key leadership group).

3.1.5 (ECLT5) Share EDI data with school level teaching and administrative staff with the intention of school site teams using the data to inform the development of specific action plans, interventions, and supports for children and families.

3.1.6 Deliverables/Outcomes for Reporting

3.1.6.1 ECLT will develop, implement and be responsible for the Early Childhood Accountability Plan (ECAP).

3.1.6.2 Early childhood integration into the District system(s) including organizational charts, team meeting information, website and social media presence, ECAP goal actions, status updates, and evaluation reports.

3.1.6.3 Development of a District continuum of support for early childhood documented through the ECAP quarterly/annual updates, including, but not limited to, the following elements: learning links, Kid Builders, and other preschool resources, program development, professional learning and network development, fiscal support and sustainability actions, facility usage, staff and resource allocation, other actions and planning.

3.1.6.4 District’s ECAP demonstrates the use of EDI data to guide District in early childhood action planning and sharing of information within the District and parent learning community.

- EDI information included on the District website, social media and shared through displays in District print materials.
- EDI data presentation materials, meeting agendas, sign-in sheets, and other documentation from meetings with various groups (District, community, providers and parents).

3.2 ENGAGED NEIGHBORHOODS: Community and Parents Engagement

3.2.1 (EN1) Identify and engage targeted community early care and education providers (private, faith-based, family, friend and neighbor providers and alternative community settings) with early childhood education quality improvement programs and training.

3.2.2 (EN2) Identify and engage healthcare providers and community health promotion programs serving the largest proportion of ages 0 – 5 children residing in the District boundary to build awareness of kindergarten readiness programs and create linkage between District and community health resources.

3.2.3 (EN3) Identify and engage community family support providers (Family Resource Centers, Bridges Maternal Child Health Network, homeless prevention services, etc.) to build awareness of kindergarten readiness programs and create linkage between District and family support resources.

3.2.4 (EN4) Identify and document parent and community assets (where are parents already gathering, networking, advocating. ex: health clinics, preschools, childcare centers, parent & me classes, family resource centers) within District boundaries.

3.2.5 (EN5) Share EDI data with parents and community groups with the intention of creating a shared vision of improving early childhood outcomes as measured by the EDI. Working with nonprofits, community groups and parents to establish measurable objectives or actions to address community-identified priorities to improve outcomes.

3.2.6 (EN6) Increase small group parent engagement opportunities (provided separately from traditional parent education classes) by leveraging community assets to accomplish the following: present EDI data; educate on quality early learning experiences; provide comprehensive health and development information; and share wellness and family resilience resources.

3.2.7 (EN7) Link targeted children and families to quality early learning opportunities, health promotion resources, and family support services as well as linking these providers to each other.

3.2.8 (EN8) Align District resources to better address what is learned through the community engagement to improve outcomes for children and families.

3.2.9 Deliverables/Outcomes for Reporting

3.2.9.1 District's ECAP outlines strategies to engage with community providers to create linkages among and between early education, health, and family support systems:

- Identify and engage targeted community early care and education providers (private, faith-based, family friend and neighbor providers and alternative community settings).
- Identify and engage healthcare providers and community health promotion.
- Identify and engage family support providers and resources.

3.2.9.2 District's ECAP documents specific actions and activities that have taken place connecting within the local community and engaging parents.

3.2.9.3 District's ECAP reflects the use of EDI data to guide District in early childhood action planning and the sharing of information within the parent learning community and broader community as a whole.

Amended and Restated Exhibit A

Page 3 of 5

3.3 CONNECTED SYSTEMS: Data and Service Delivery Integration

3.3.1 (CS1) Administer the Early Development Index (EDI) in every school in the District with one (1) kindergarten class within designated administration timelines during the term of the Agreement.

3.3.2 (CS2) Track preschools, organizations, and community locations for opportunities for outreach, strategic programming.

3.3.3 (CS3) Develop plan by June 30, 2023 to utilize online databases to link developmental screenings with the *OC Children's Screening Registry*.

3.3.4 (CS4) Explore and develop a plan to connect information systems and increase data-sharing by June 30, 2023.

Examples of connecting systems and increasing data sharing:

3.3.4.1 Utilize current early learning data points to longitudinally track District served children through 3rd and 5th grade (and beyond) achievement data.

3.3.4.2 Analyzing EDI data to provide targeted interventions in District operated preschools.

3.3.4.3 Providing community outreach related to outcomes data that will inform early learning providers about the status of children coming from their program.

3.3.4.4 Utilizing data regarding preschool enrollment to increase articulation between District and community programs in an effort to increase quality.

3.3.4.5 Deliverables/Outcomes for Reporting

- District's ECAP includes:
 - Planning for the usage of *OC Children's Screening Registry*.
 - Specific actions about data sharing and integration of early childhood data within District based on system capacity, structure and resources.
 - Administration of the EDI as required per Agreement.
 - Report on the number of children entering kindergarten with an early care or early learning experience (*e.g.*, participation in a District offered early learning program, or participation in an outside-of-District early learning program [including, but not limited to, private, faith-based, family, friend and neighbor providers, alternative community settings, Learning Link, other community offered programs]).

3.4 SUSTAINED SERVICES: Sustained Early Childhood and Family Services

3.4.1 (SS1) Document and monitor the outcomes of annual measureable goals related to early childhood programs over the multi-year agreement period in the ECAP quarterly and annual reports.

3.4.2 (SS2) Describe the existing systems and resources available within the District to support the delivery of services to children ages 0-5.

3.4.3 (SS3) Describe how the District will continue to meet the needs of the community for early childhood and family services provided over time.

3.4.4 (SS4) Describe how the District has or will maximize all fiscal leveraging opportunities to sustain early childhood services.

3.4.5 (SS5) Deliverables/Outcomes for Reporting District's ECAP includes:

- Document all early childhood and family sustained services.
- Documentation of leverage funding received, other than First 5 OC, and report of usage and outcomes of funding in ECAP annual updates.

4. ATTACHMENTS TO EXHIBIT B

4.1 Staffing

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 15.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 15.4 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services ("Retention Amount") as described in Paragraph 15.8 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 14 of this Agreement.

AMENDED AND RESTATED

EXHIBIT B

PROJECT BUDGET

Fountain Valley School District	Funds Due 7/1/20– 6/30/21	Funds Due 7/1/21 – 6/30/22	Funds Due 7/1/22 – 6/30/23	Funds Due 7/1/23 – 6/30/24
Staffing	\$129,400	\$129,400	\$129,400	\$129,400
Direct Project Expenses	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Indirect/Administrative	\$0	\$0	\$0	\$0
Subcontracts	\$0	\$0	\$0	\$0
TOTAL FUNDS DUE	\$129,400	\$129,400	\$129,400	\$129,400

Early Developmental Index	Funds Due 7/1/20 - 6/30/22
EDI Expenses*	\$9,000

* EDI budget may be expended at any time over the two year term in any incremental amounts subject to approval in writing by ADMINISTRATOR.

Early Developmental Index	Funds Due 7/1/22 - 6/30/24
EDI Expenses**	\$3,400

**EDI budget may be expended at any time over the third and fourth year term in any incremental amounts subject to approval in writing by ADMINISTRATOR

MAXIMUM PAYMENT OBLIGATION: \$530,000

Amended and Restated Attachment 1 to Exhibit B

STAFFING TABLE

	7/1/20 – 6/30/21	7/1/21 - 6/30/22	7/1/22 - 6/30/23	7/1/23 - 6/30/24
	FTE	FTE	FTE	FTE
	Salary & Benefits	Salary & Benefits	Salary & Benefits	Salary & Benefits
Position Title: School Readiness Nurse	1.00 FTE	1.00 FTE	1.00 FTE	1.00 FTE
	\$95,799	\$127,137	\$127,137	\$127,137

Minimum Qualifications: Licensed Registered Nurse with a valid California School Nurse Services Credential or a Licensed Registered Nurse with a Preliminary School Nurse Credential with enrollment in a School Nurse Credential Program, certified in first aid and CPR, knowledgeable in the areas of prevention, early identification and treatment of health programs, disease and disorders, and promoting lifelong health and health practices in children through age five and their families.

Job Duties: Provide services as described in subparagraph 3.1 of Exhibit A to this Agreement.

Position Title: Lead Preschool Instructor	.44 FTE	N/A FTE	N/A FTE	N/A FTE
	\$33,601	\$0	\$0	\$0

Minimum Qualifications: Bachelor of Arts in child development, early childhood education or related fields and three years of experience in early childhood education programs. Early Childhood Education Certificate – Site Supervisor Permit. CPR/First Aid Certificate.

Job Duties: Provide services as described in Exhibit A to this Agreement.

Position Title: Director, Child Care	N/A FTE	.15 FTE	.15 FTE	.15 FTE
	\$0	\$2,263	\$2,263	\$2,263

Minimum Qualifications: Master's degree in job related area. 30 units ECE/CD. Program Director Permit. 5 years' experience in a specialized field with increasing levels of responsibility. CPR/First Aid Certificate

- Specific Knowledge based competencies required to satisfactory performance the functions of the job include: pertinent laws, code, policies, regulations, USDA Nutritional guidelines, ECERS, CLASS QRIS, Title 22, Title 3, EDI, DRDP.
- Knowledge of personal processes, standard business practices, teaching strategies, working with families and stages of child development.

Amended and Restated Attachment 1 to Exhibit B

Page 1 of 2

Amended and Restated Attachment 1 to Exhibit B

Job Duties: Provide services as described in Exhibit A to this Agreement.

Summary Table of Staffing Costs

07/01/20 – 06/30/21	07/01/21 – 06/30/22	07/01/22 – 06/30/23	07/01/23 – 06/30/24
\$129,400	\$129,400	\$129,400	\$129,400

Amended and Restated Attachment 1 to Exhibit B

Page 2 of 2



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Memorandum of Understanding with Huntington Beach Union High School District (HBUHSD) for School Library Services Agreement**
DATE: October 31, 2022

Background:

FVSD and HBUHSD are mutually interested in supporting the libraries for the students in FVSD. In an effort to ensure access to school library services provided by a credentialed school librarian, FVSD and HBUHSD have agreed to enter into an MOU to support the FVSD school library services with the assistance of the selection and ordering of school library books and consultation with library media technicians regarding library activities as needed.

Fiscal Impact:

FVSD will compensate HBUHSD for school library services rendered on an as needed basis, not to exceed \$2,000 in a fiscal year.

Recommendation:

It is recommended that the Board of Trustees approves the Memorandum of Understanding between FVSD and HBUHSD for School Library Services for the 2022-2023 and 2023-2024 school years.

**AGREEMENT
FOR SCHOOL LIBRARY SERVICES
BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT
AND HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT**

This Agreement is made by and between the Fountain Valley School District (hereinafter referred to as "FVSD") and the Huntington Beach Union School District (hereinafter referred to as "HBUHSD").

RECITALS

WHEREAS, FVSD and HBUHSD are mutually interested in supporting school libraries for the students of FVSD;

WHEREAS, the FVSD desires assistance with librarian functions for its schools;

WHEREAS, HBUHSD is able to assist with librarian functions for FVSD schools; and

WHEREAS, in accordance with Education Code section 18130 *et seq.*, the FVSD and HBUHSD wish to enter into a cooperative effort to provide school librarian services.

NOW, THEREFORE, the FVSD and HBUHSD agree as follows:

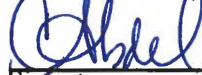
- I. The recitals stated above are true and correct and are made a part of this Agreement.
2. School Library Services.
 - a. HBUHSD shall ensure a qualified librarian provides the services in this Agreement. The school librarian providing these services shall be a credentialed school librarian and shall maintain a valid teacher librarian services credential for the term of this Agreement.
 - b. The librarian shall provide the following services:
 - 1) Assistance with selection and ordering of school library books;
 - 2) Consultation with FVSD library media technicians and district staff regarding school library activities.
3. Compensation.
 - a. The FVSD agrees that the compensation for school library services performed by a librarian from the HBUHSD not to exceed \$2000.00.
 - b. The FVSD shall pay HBUHSD within thirty (30) days of completion of services.
4. Term of the Agreement. This term of the Agreement will be July 1, 2022 through June 30, 2024, subject to termination as set forth herein.
5. Termination. Participation in this Agreement may be terminated by either party. A party wishing to terminate shall provide thirty (30) days prior written notice to the other party.

6. Indemnification. Each party agrees, to the extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis.
7. Insurance. Each party has and agrees to maintain, in full force and effect, a policy or policies of insurance evidencing all coverages and endorsements necessary, in its sole discretion, for purposes of effectuating the purposes of this Agreement. An appropriate self-insurance program shall be acceptable. Copies of the certificates of insurance for the other party shall be provided upon written request of either party to this Agreement.
8. Independent Contractors. Each party, in the performance of services pursuant to this Agreement, shall be and act as an independent contractor. Each party understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the other party to this Agreement. Each party assumes the full responsibility for the acts and/or omissions of its employees as they relate to the services to be provided under this Agreement. Each party 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 the party's employees.
9. Assignment. This Agreement and the services provided herein shall not be assigned by any party.
10. Notice. Notice shall be in writing and be given by personal service or by U.S. Mail, postage prepaid. Notice 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 addresses to which notices are to be sent are:

Fountain Valley School District	Huntington Beach Union High School District
ATTN: Assistant Supt., Personnel	ATTN: Deputy Superintendent, Human Resources
Cathie Abdel	Carolee Ogata
10055 Slater Avenue	5832 Bolsa Avenue
Fountain Valley, CA 92708	Huntington Beach, CA 92649
11. Applicable Laws. Each party agrees to comply with all laws, rules and regulations applicable to providing school librarian services in the State of California.
12. Governing Law. This Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement may be amended only by a written amendment executed by the parties.

IN WITNESS WHEREOF, duly authorized representatives
of the parties have signed in confirmation of this
Agreement.

Fountain Valley School District



Signature

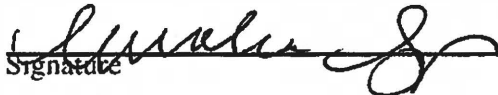
Cathie Abel, Asst. Supt., Personnel

Print Name and Title

10/31/22

Date

Huntington Beach Union High School District



Signature

Carol Ogata, Deputy Superintendent, HR

Print Name and Title

10/31/22

Date



Fountain Valley School District
Personnel Department

M E M O R A N D U M

TO: Board of Trustees
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: **Memorandum of Understanding with Orange County Department of Education (OCDE) Teacher Induction Program 2022-23 School Year.**
DATE: October 31, 2022

Background:

The OCDE Induction Program was established to support teachers holding a preliminary educational specialist, multiple and/or single subject credential, issued by the Commission on Teacher Credentialing. All preliminary credentials require teachers to complete induction in order to obtain their Clear credential.

The Memorandum of Understanding maintains a formal working relationship between OCDE and Fountain Valley School District to provide FVSD new teachers with the new teacher induction program.

Fiscal Impact:

FVSD will cover the cost of induction for Year One and Year Two candidates at the cost of \$3,600 per candidate. This year FVSD has fourteen (14) Year One candidates and nine (9) Year Two candidates. The total fiscal impact will not exceed \$82,800.

Recommendation:

It is recommended that the Board of Trustees approve the Memorandum of Understanding between OCDE and FVSD for the Teacher Induction Program.

Orange County Superintendent of Schools
Institute for Leadership Development

Orange County Department of Education Teacher Induction Program

MEMORANDUM OF UNDERSTANDING

2022 - 2023

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2022, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District hereinafter referred to as “participating school district/school”, and UMass Global, University of the Pacific, Vanguard University and University of Phoenix hereinafter referred to as “Participating Institution of High Education (IHE)”, to form a Consortium, supporting qualifying teachers through the OCDE Teacher Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Teacher Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Centralia School District, Cypress School District, Downey Unified School District, Fountain Valley School District, GOALS Academy, Huntington Beach City School District, Laguna Beach Unified School District, Los Alamitos Unified School District, Magnolia School District, Newport-Mesa Unified School District, Ocean View School District, Orange County Educational Arts Academy, Orange County School of the Arts, the Orange County Department of Education’s Special Schools and Programs, Westminster School District, participating charter schools, non-public schools, and private school partnerships throughout Orange County.

B. GOALS

The goal of the OCDE Teacher Induction Program Consortium is to provide quality professional development and support to candidates required by the Commission on Teacher Credentialing to clear their preliminary Multiple, Single Subject, and/or Education Specialist credentials through a CTC – approved Induction program. This support is provided by trained mentors who engage candidates in reflective practice and just in time support.

C. PARAMETERS

1. The term of this MOU shall commence on July 1, 2022 and end on June 30, 2023.
2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

1. The OCDE Induction Advisory Council is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's designee; the Coordinator of the OCDE Teacher Induction program. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of two (2) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and
 - c. Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the program staff.
2. SUPERINTENDENT agrees to the following:
 - a. Serve as Lead Educational Agency (LEA) of the Consortium.
 - b. Serve as the fiscal agent.
 - c. Serve as a contact among state agencies, participating school districts, participating charter schools, private schools and participating IHE's.
 - d. Serve as a clearinghouse for information, data collection and reporting requirements.
 - e. Employ a full-time Coordinator(s), and an Administrative Assistant to provide direction and support for the OCDE Teacher Induction Program.
 - f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
 - g. Provide workspace for all OCDE Teacher Induction Program staff and secretarial support.
 - h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
 - i. Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
 - j. Provide reimbursement for up to two (2) substitute days per candidate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day. *Please note: documentation confirming the use of those sub days, along with an invoice, must be submitted to OCDE no later than May 30, 2023.* See Exhibit A attached hereto and incorporated by reference herein.

- k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
- l. Upon completion of the responsibilities defined in the 2022-2023 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand eight hundred dollars (\$1,800.00) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of One hundred eighty dollars (\$180.00) per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage. See Exhibit B attached hereto and incorporated by reference herein.*
- m. Provide each participating school district/collaborative a Lead Mentor stipend based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

1 – 5	Candidates	\$1, 800.00
6 – 10	Candidates	\$2, 300.00
11 – 15	Candidates	\$2, 800.00
16 – 20	Candidates	\$3, 300.00
21 – 25	Candidates	\$3, 800.00
26 – 30	Candidates	\$4, 300.00
31 – 35	Candidates	\$4, 800.00
36 – 40	Candidates	\$5, 300.00
41 – 45	Candidates	\$5, 800.00
46 – 50	Candidates	\$6, 300.00

**For every additional 5 Candidates enrolled, the Lead Mentor stipend will be increased by \$500.00.*

- n. Provide each participating school/district an Assistant Lead Mentor stipend when the candidate enrollment exceeds twenty-five (25). The stipend is based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

26 – 30	Candidates	\$1, 000.00
31 – 35	Candidates	\$1, 200.00
36 – 40	Candidates	\$1, 400.00
41 – 45	Candidates	\$1, 600.00
46 - 50	Candidates	\$1, 800.00

**For every additional 5 Candidates enrolled, the Assistant Lead Mentor stipend will be increased by \$200.00.*

In the event that the district enrollment exceeds twenty-five (25) candidates, the school/district may opt to establish Co-Leads, in lieu of one Lead Mentor and Assistant Lead Mentor. In this case, the school/district will receive the combined amount (Lead Mentor stipend + Assistant Lead Mentor stipend) to divide equally among the two Co-Leads. Co-Leads must be established prior to the start of the program year.

Finally, in the event that an Assistant Lead Mentor is needed, for short-term support, due to extenuating circumstances and candidate enrollment is less than twenty-five (25), the OCDE Induction Advisory Council may approve a Five hundred dollars (\$500.00) stipend that will be paid to an identified individual to secure that support.

- o. Provide information for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), the Induction Program Standards and/or other current educational issues.
 - p. Establish one (1) monthly Lead Mentor meeting from August – May to review program content and address Mentor needs. The OCDE Teacher Induction Program will reimburse the participating school/district at a rate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day used by the Lead Mentor.
 - q. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments.
 - r. Convene and facilitate the OCDE Induction Advisory Council meetings.
 - s. Organize and facilitate OCDE Teacher Induction Program evaluations. Establish and maintain accurate records for the OCDE Teacher Induction Program. Submit required reports and documents to appropriate agencies as requested.
3. SCHOOL DISTRICTS AND INDEPENDENT SCHOOLS COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
- a. Remit payment of Three thousand six hundred dollars (\$3,600.00) per Candidate with their school or district by May 1, 2023.
 - b. Identify a senior level administrator with decision making authority to serve as the school/district's "point of contact" for the OCDE Teacher Induction program. This individual will sit on the OCDE Induction Advisory Council and adhere to the decisions made by the Council regardless of whether he/she is present during Council sessions. *Please note: In the case where this individual cannot attend the Council meeting, a designee will be sent to represent this school/district or independent school.*
 - c. Support the identification of the Lead Mentor by the OCDE Teacher Induction Program Coordinator. The Lead Mentor will attend appropriate meetings, monitor the implementation of the defined Induction program design and complete all required paperwork in a timely manner.
 - d. Assist the OCDE Teacher Induction Program Coordinator in the recruitment and enrollment of perspective candidates according to commission-defined criteria for eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.

- e. Ensure that all newly-enrolled candidates participate in an advisement session and verify this advisement by signing the Candidate Letter of Commitment and Advisement for each Candidate enrolled.
 - f. Ensure that all candidates and mentors participate in monthly network meeting(s).
 - g. Assist the OCDE Teacher Induction Program Coordinator in the recruitment and selection of mentors according to the established OCDE Induction Program criteria and process.
 - h. Ensure that all mentors understand the requirements of the OCDE Induction Program as defined for candidates and mentors.
 - i. Ensure that all mentors attend all training required as defined for each mentor track i.e.; new mentor or returning mentor.
 - j. Support the Candidate in the development and implementation of an Individual Learning Plan, which may not be used for evaluative purposes.
 - k. Ensure the appropriate tracking of all Substitute coverage used for the OCDE Induction Program and remit an invoice reflecting all Substitute coverage reimbursement on or before May 30, 2023. SUPERINTENDENT will approve the invoice and release the funds no later than June 30, 2023. SUPERINTENDENT reserves the right to make additional adjustments based on confirmed use of Substitute days.
 - l. Upon receipt of the detailed disbursement document, each school/district will create an invoice for the total disbursement amount and send it to SUPERINTENDENT no later than May 1, 2023. SUPERINTENDENT will approve the disbursement and release the funds no later than June 30, 2023. SUPERINTENDENT reserves the right to make additional adjustments to final disbursement amount. Upon receipt of funds, the independent school or member district will issue Mentor stipends for the amounts defined in the final disbursement letter that accompanies the funds. This will be done by the school/district within fourteen days of receiving said funding.
 - m. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
 - n. Participate in the evaluation of SB 2042 standards of the Induction Program.
 - o. Ensure that all Site Administrators who supervise an OCDE Teacher Induction Candidate participate in the following: Triad Meetings, review of program newsletters, Exit Presentations, End-of-Year Colloquium and all program evaluations.
4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
- a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.

- b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
- c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
- d. Participate in the development, assessment, and evaluation of the Induction Program.
- e. Provide information to Consortium participants regarding university program opportunities as appropriate.
- f. Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:

- a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
- b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
- c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
- d. In the event that a candidate chooses to withdraw from the OCDE Teacher Induction Program, that school/district will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
- e. The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

PARTICIPATING
DISTRICT/SCHOOL:

Fountain Valley School District
10055 Slater Avenue
Fountain Valley, California 92708
Attn: Cathie Abdel

SUPERINTENDENT:

Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

1. In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of candidates, Mentors, and School Site Administrators annually.
 - c. Partner to provide training for ALL Site Administrators that focuses on the Induction Program Standards, California Standards for the Teaching Profession, the eight (8) Institute for Leadership Development Candidate Competencies, Induction Program Standards and/or other current educational issues.
 - d. Collaborate in stakeholder meetings with candidates and Mentors to make program recommendations and revisions.
 - e. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Teacher Induction Program.

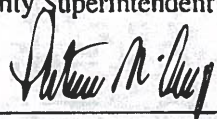
G. TERMS AND CONDITIONS.

1. Any and all products developed for the OCDE Teacher Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

[THIS SECTION INENTIONALLY BLANK]

Orange County Superintendent of Schools

By: _____



Authorized Signature


Printed Name Patricia McCaughey

Title: Administrator

Date: October 21, 2022

Fountain Valley School District

By: _____



Authorized Signature

Printed Name: Cathie Abdel

Title: Assistant Superintendent, Personnel

Date: October 31, 2022

Fountain Valley School District-InductionMOU-Tuition(10002114)22-23
Zip5



Orange County Department of Education
Teacher Induction Program

EXHIBIT A



Substitute Teacher Coverage Confirmation

Name: _____ District/School: _____

I am a *(select one)*:

☐ Candidate

☐ Mentor

Date Sub needed: _____ for *(select one)*:
☐ a full day
☐ a half day
☐ # of hours: _____

I secured a sub so that I could complete:

- ☐ Observe my Candidate - Candidate's Name: _____
- ☐ Participate in a Focus Teacher Observation
- ☐ Lead Mentor Meeting/Responsibilities

Signature of Individual Submitting this documentation: _____

Date of submission: _____

Signature of School Personnel*: _____

Print Name of School Personnel: _____

*This is to confirm that a substitute teacher was secured
and should be signed by the appropriate party.

**Candidates and Mentors are to submit completed document to their LEAD MENTOR
immediately following the use of the sub. OCDE cohort members please provide
directly to your school for end of year invoicing.**

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: October 26, 2022

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

Board Meeting Date: November 10, 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	\$19,557.00	July 1, 2022 to June 30, 2023
	Olive Crest Academy – North W23118	\$1,402.43	July 1, 2022 to June 30, 2023
	Rossier Park Elementary W23120	(\$1,414.00)	July 1, 2022 to June 30, 2023

Approved by the FVSD Board of Trustees
November 10, 2022

Katherine Stopp, Ed.D.
Superintendent

Date:

2022/2023**HBUHSD Contract No. W23110**

Please refer to this number on correspondence, invoices, etc

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this **10th** of **November**, 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

AMENDMENT #3 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 Transportation (1x100min/day)	NPS	Per Diem	\$ 95.40	205	\$ 19,557.00
TOTAL AMENDMENT #1 CONTRACT COST:					\$ 19,557.00

2022/2023

HBUHSD Contract No. W23110

Please refer to this number on correspondence, invoices, etc

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 10th of November, 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.

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 (1x360min/day)	NPS	60 Minutes	\$ 62.31	1,230	76,641.30
Behavior Intervention – BII Transportation (1x100min/day)	NPS	Per Diem	\$ 95.40	205	19,557.00
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:					\$ 201,909.69

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)

2022/2023**HBUHSD Contract No. W23118**

Please refer to this number on correspondence, invoices, etc

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this 10th of November, 2022 between the Fountain Valley School District, County of Orange and Olive Crest Academy - North 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	\$ 206.89	200	\$ 41,378.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	43	0.00
Speech and Language – Group (1x60min/mo)	NPS	60 Minutes	\$ 121.95	10	1,219.50
Speech and Language – Group – ESY (1x30min/wk)	NPS	60 Minutes	\$ 121.95	2	243.90
Transportation (RT/day)	NPS	Round-trip	\$ 63.77	200	12,754.00
TOTAL ORIGINAL CONTRACT COST:					\$ 55,595.40

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
Speech and Language – Group (1x30min/wk)	NPS	60 Minutes	\$ 121.95	21.5	\$ 2,621.93
Speech and Language – Group (1x60min/mo)	NPS	60 Minutes	\$ 121.95	-10	(1,219.50)
TOTAL ADDENDUM CONTRACT COST:					\$ 1,402.43

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	\$ 206.89	200	\$ 41,378.00
Counseling (1x30min/wk Indiv & 1x30min/wk Group)	NPS	Inclusive	\$ 0.00	43	0.00
Speech and Language – Group (1x30min/wk)	NPS	60 Minutes	\$ 121.95	23.5	2,865.83
Transportation (RT/day)	NPS	Round-trip	\$ 63.77	200	12,754.00
Daily Meal Services (Breakfast/Lunch)	NPS	Per Day	\$ 11.00	200	2,200.00
TOTAL AMENDED CONTRACT COST:					\$59,197.83

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-

Olive Crest Academy – North

(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

HBUHSD Contract No. **W23120**

Please refer to this number on correspondence, invoices, etc

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

This AMENDMENT to the SERVICE CONTRACT is made and entered into this **10th** of **November**, 2022 between the **Fountain Valley School District**, County of Orange and **Rossier Park Elementary 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 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	\$ 199.29	200	\$ 39,858.00
Counseling – Individual (1x30min/wk)	NPS	60 Minutes	\$ 108.70	21	2,282.70
Counseling – Group (1x30min/wk)	NPS	60 Minutes	\$ 108.70	21	2,282.70
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 53.82	200	10,764.00
TOTAL ORIGINAL CONTRACT COST:					\$ 55,187.40

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
Transportation – Zone 1 (RT/day)	NPS	Round-trip	\$ 46.75	200	\$ 9,350.00
Transportation – Zone 2 (RT/day)	NPS	Round-trip	\$ 53.82	-200	(10,764.00)
TOTAL ADDENDUM CONTRACT COST:					\$ (1,414.00)

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	\$ 199.29	200	\$ 39,858.00
Counseling – Individual (1x30min/wk)	NPS	60 Minutes	\$ 108.70	21	2,282.70
Counseling – Group (1x30min/wk)	NPS	60 Minutes	\$ 108.70	21	2,282.70
Transportation – Zone 1 (RT/day)	NPS	Round-trip	\$ 46.75	200	9,350.00
Daily Meal Services (Breakfast/Lunch)	NPS	Per Day	\$ 11.00	200	2,200.00
TOTAL AMENDED CONTRACT COST:					\$ 55,973.40

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-

Rossier Park Elementary 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)

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: October 26, 2022

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

Board Meeting Date: November 10, 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
	Cornerstone Therapies, Inc. W23149	\$1,911.84	November 11, 2022 to June 30, 2023

Approved by the FVSD Board of Trustees
November 10, 2022

Katherine Stopp, Ed.D.
Superintendent

Date:

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of November, 20 22, by and between Cornerstone Therapies, hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "DISTRICT".

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

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

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

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Independent Functional Behavioral Assessment (FBA) services for student;

2. The Independent Contractor will commence providing services under this AGREEMENT on November 11, 2022 and will diligently perform as required and complete performance by June 30, 2023

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

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

4. The DISTRICT shall pay the Independent Contractor A total not to exceed \$1,911.84

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

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

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

6. Independent Contractor agrees to provide services as listed above. In the event the evaluation recommends that services are needed, the evaluating Independent Contractor or its affiliates, if applicable, will not be allowed to provide such services, consistent with the WOCCE Independent Educational Evaluations Definitions and Procedures (Appendix A) and Criteria (Appendix B).

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

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

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

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

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

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

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

INDEPENDENT CONTRACTOR

Signature

Cornerstone Therapies

Printed Name

18700 Beach Blvd., Suite 120

Address

Huntington Beach, CA 92648

City, State, Zip

33-0921156

Federal ID for business/Social Security No. for individuals

Date

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Katherine Stopp, Ed.D.
Superintendent

10055 Slater Avenue
Fountain Valley, CA 92708

Date