



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

AGENDA

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

June 30, 2016

- CALL TO ORDER: 6:00PM
- ROLL CALL
- APPROVAL OF AGENDA

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 2<sup>nd</sup> \_\_\_  
 V \_\_\_

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*  
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Pupil Personnel: *Education Code 35146*
- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Public Employee Performance Evaluation: *Government Code Section 54957 & 54957.1*  
The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

*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.*

- OPEN SESSION: 7:00PM
- PLEDGE OF ALLEGIANCE

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

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

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

**LEGISLATIVE SESSION**

**1. APPROVAL OF THE 2016-17 LOCAL CONTROL ACCOUNTABILITY PLAN FOR FOUNTAIN VALLEY SCHOOL DISTRICT**

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2<sup>nd</sup> \_\_\_  
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As part of the new Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP).

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the 2016-17 Local Control Accountability Plan for Fountain Valley School District.

**2. APPROVAL OF THE 2016-17 DISTRICT BUDGET**

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2<sup>nd</sup> \_\_\_  
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The 2016-17 District budget represents the results of the Board’s direction of maintaining the current high quality programs in a fiscally prudent manner. All required reserves are maintained, all funds will end with a positive ending balance and the budget meets State standards and criteria. Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated and revised in September and throughout the year as needed.

Superintendent’s Recommendation: It is recommended that the Board of Trustees approves the budget for fiscal year 2016-17.

**3. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

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

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

**Routine Items of Business**

- 3-A.** Board Meeting Minutes from June 6<sup>th</sup> special meeting
- 3-B.** Board Meeting Minutes from the June 16<sup>th</sup> regular meeting
- 6-C.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-D.** Donations
- 3-E.** Warrants
- 3-F.** Purchase Order Listing
- 3-G.** Budget Adjustments

**Consent Items**

**3-H. RECEIPT OF FACILITIES MASTER PLAN FROM LPA ARCHITECTS, INC.**

Superintendent's Comments: It is recommended that the Board of Trustees receives Fountain Valley School District's Facilities Master Plan.

**3-I. LEGAL SERVICES PROVIDED BY BEST, BEST & KRIEGER LLP, ATTORNEYS AT LAW**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Retainer Agreement for Legal Services with Best, Best & Krieger LLP, Attorneys at Law, July 1, 2016 through June 30, 2017 and authorizes the Superintendent or designee to sign all documents.

**3-J. APPROVAL OF E-RATE CONSULTANT CONTRACT WITH CSM**

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached E-rate consulting contract and authorizes the Superintendent or designee to sign all documents.

**3-K. CONSOLIDATED APPLICATION FOR FUNDING CATEGORICAL AID PROGRAMS SPRING 2016**

Superintendent's Comments: It is recommended that the Board of Trustees approves transmittal of the Consolidated Application Spring Data Collection to the California State Department of Education.

**3-L. APPROVAL OF RESOLUTION 2016-19 EDUCATION PROTECTION ACCOUNT (EPA) FUNDING AND SPENDING DETERMINATIONS FOR THE 2016-17 FISCAL YEAR**

Superintendent's Comments: It is recommended that the Board of Trustees adopts Resolution 2016-19 approving the expenditure of Education Protection Account funds to be received quarterly during the 2016-17 fiscal year.

**3-M. SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) PARTICIPATION AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2016 through June 30, 2017 and authorizes the Superintendent or designee to sign all documents.

**3-N. STATE PRESCHOOL PROGRAM SELF-EVALUATION ANNUAL REPORT**

Superintendent's Comments: It is recommended that the Board of Trustees reviews the Program Self-Evaluation for the State Preschool Program for the 2015-16 school year.

**3-O. CONTRACT FOR ADDITIONAL PROFESSIONAL DEVELOPMENT SERVICES FOR MIDDLE SCHOOL E/LA TEACHERS WITH CAROL JAGO**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract for additional professional development services with Carol Jago, which will occur on September 28, 2016.

**3-P. AUTHORIZATION TO PIGGYBACK PER PUBLIC CONTRACT CODE SECTION 20118 AND 20652**

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2016-17 rollover of the Santa Clara frozen RFP (#11-12-3102012) ("piggyback")

**3-Q. APPROVAL OF 2016-17 COPIER MAINTENANCE AGREEMENT WITH MBS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached maintenance agreements with Metro Business Solutions. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute these maintenance agreements.

**3-R. APPROVAL OF 2014-15 PROGRAM EFFECTIVENESS RESULTS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the 2014-2015 Program Effectiveness Results.



**3-S. MEMORANDUM OF UNDERSTANDING BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION AND FOUNTAIN VALLEY SCHOOL DISTRICT FOR SPECIAL SCHOOLS PROGRAM**

Superintendent’s Comments: It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.

**3-T. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH COLLIERS INTERNATIONAL FOR APPRAISAL SERVICES**

Superintendent’s Comments: It is recommended that the Board of Trustees authorizes the Superintendent or designee to sign all required documents related to the appraisal.

**3-U. NON-PUBLIC AGENCY CONTRACTS**

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Olive Crest Academy	\$21,731.84	7/1/16-2/14/17
Olive Crest Academy	\$49,563.14	7/1/16-6/30/17
Speech and Language Development Center	\$21,997.50	7/1/16-1/25/17
Behavior Solutions	\$500.00	7/1/16-1/25/17
Cornerstone Therapies	\$5,614.40	7/1/16-3/30/17
Cornerstone Therapies	\$800.00	7/1/16-6/30/17
Professional Tutors of America, Inc.	\$2,950.00	7/1/16-7/31/16
Creative Behavior Interventions	\$2,800.00	7/1/16-6/30/17

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District Board of Trustees is on Thursday, July 28, 2016 at 7:00pm.**

*A copy of the Board Meeting agenda is posted on the District’s web site ([www.fvsd.us](http://www.fvsd.us)). Materials related to this agenda submitted to the Board of Trustees less than 72 hours prior to the meeting are available for public inspection by*

*contacting the Superintendent's Office at 10055 Slater Avenue, Fountain Valley, CA 92708 or call 714.843.3255 during normal business hours.*

*Regular Board meeting proceedings are tape recorded.*

*Reasonable Accommodation for any Individual with a Disability: Any individual with a disability who requires reasonable accommodation to participate in a board meeting may request assistance by contacting the Superintendent's office: 10055 Slater Avenue, Fountain Valley, CA 92708 or call (714) 843-3255 or FAX (714) 841-0356.*



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Julianne Hoefer, Director, Assessment & Accountability  
SUBJECT: **APPROVAL OF 2016-17 LOCAL CONTROL ACCOUNTABILITY PLAN**  
DATE: June 23, 2016

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**Background:**

As part of the Local Control Funding Formula, every school district in California is required to develop and adopt a Local Control Accountability Plan (LCAP). Pursuant to Education Code section 52060, the LCAP must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052. Goals must be written in each of the identified eight state priority areas which include Basic Services, Implementation of Common Core State Standards, Student Achievement, Other Student Outcomes, Course Access, Student Engagement, School Climate, and Parent Involvement.

Engagement of stakeholders (parents, staff, and community members) is a critical component. Over the last six months, input from 28 meetings and 12 surveys were solicited to guide the review and revision of the goals and actions.

The final step in the input process is taken by the Board of Trustees. As required, a public hearing was held at the regular meeting of the Board of Trustees on June 16, 2016 to solicit comments from members of the community regarding the specific actions and expenditures proposed in the LCAP. There was no community input and now the Board shall adopt the LCAP and the annual budget.

**Fiscal Impact:**

There is no fiscal impact involved in the approval process.

**Recommendation:**

It is recommended that the Board of Trustees approves the 2016-17 Local Control Accountability Plan for the Fountain Valley School District.

## § 15497.5. Local Control and Accountability Plan and Annual Update Template.

### Introduction:

LEA: Fountain Valley School District Contact (Name, Title, Email, Phone Number): Steve McLaughlin, Asst. Supt., Instruction, mclaughlins@fvsd.us 714.843.3285 LCAP Year: 2016/2017

### **Local Control and Accountability Plan and Annual Update Template**

*The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.*

*For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.*

*For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but - attending county-operated schools and programs, including special education programs.*

*Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.*

*The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.*

*For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.*

## **State Priorities**

*The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.*

### **A. Conditions of Learning:**

**Basic:** *degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)*

**Implementation of State Standards:** *implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)*

**Course access:** *pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)*

**Expelled pupils (for county offices of education only):** *coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)*

**Foster youth (for county offices of education only):** *coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)*

### **B. Pupil Outcomes:**

**Pupil achievement:** *performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)*

**Other pupil outcomes:** *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

### **C. Engagement:**

**Parental involvement:** *efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)*

**Pupil engagement:** *school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)*

**School climate:** *pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)*

## Section 1: Stakeholder Engagement

*Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.*

**Instructions:** Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

### Guiding Questions:

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
- 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
- 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
- 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
- 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
- 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>Fountain Valley School District has always valued active stakeholder involvement and participation. During the annual Local Control Accountability Plan (LCAP) update process, existing stakeholder groups were utilized to provide feedback on District progress. The LCAP Leadership Team, comprised of District administrators, principals, an assistant principal, parent, community and bargaining unit representatives, lead this effort. Some members participated in the development of the initial LCAP during the 2013/14 school year and others were new as a result of the expansion of parental representation and inclusion of community members and an assistant principal. The LCAP Leadership Team, District Advisory Committee (DAC), District English Learner Advisory Committee (DELAC), Community Forum, Board of Trustess, and site administrators participants reviewed 2015/16 progress and provided input. These stakeholders along with members of the Superintendent’s Parent Council (SPC), School Site Councils (SSCs), English Learner Coordinators (teacher site representatives), principals, assistant principals and student leadership classes provided input on the goals and actions. Based on guidance from the Orange County Department of Education, revisions were made to the plan. In addition to in-person meetings, students, parents, staff, and community members were provided the opportunity to participate in online surveys. The involvement of each stakeholder at the 28 meetings and 12 surveys helped guide the District’s LCAP priorities for the coming year.</p> <p>Two Study Sessions were held during public meetings of the Board of Trustees in March and April regarding the District’s annual LCAP update and revision process. In May, the final draft of the revised LCAP was reviewed by DAC and DELAC as required by statute. The draft was posted on the District website along with a survey to solicit staff and community feedback prior to the public hearing on June 16, 2016.</p> <p>See Appendix A for the complete timeline of LCAP update and revision activities.</p>	<p>Stakeholder recommendations were incorporated in the following changes:</p> <ul style="list-style-type: none"> <li>✓ Goal 1 was revised for readability (content remained principally unchanged).</li> <li>✓ Sixteen actions were updated or revised in order to improve clarity or as an outcome of the review of 2015/16 progress.</li> <li>✓ Six new actions were created to improve or increase services.</li> <li>✓ Two actions were deleted. One was deleted because it is a communication item linked to the implementation of different action and will be included as evidence in the Appendix. The other was combined with a related action in order to create one comprehensive focused on student attendance.</li> </ul>

**Annual Update:**

In preparation for the annual review, District staff collected evidence of progress on the 2015/16 actions for each of the five goals outlined in the District's LCAP. The District successfully completed the actions identified for the first year of the LCAP.

In January, the LCAP Leadership Team reviewed evidence for the annual update and provided feedback on District progress. The annual update was shared with the District Advisory Committee (DAC), District English Learner Advisory Committee (DELAC), Board of Trustees, site administrators, and during Community Forums.

The evidence for each of the 2015/16 actions was organized in folders for stakeholders to review. Evidence included items such as, professional development sign ins, job postings, School Accountability Report Cards (SARCs), infographics, student achievement summaries, and Facility Committee meeting agendas and presentations. See Appendix B for a sample of the student achievement summary and professional development calendar.

**Annual Update:**

- ✓ The LCAP Leadership Team supported the revision of sixteen actions, deletion of two actions, and creation of six new actions.
- ✓ LCAP Leadership Team members recommended changes based on the 2015/16 progress, District staff suggestions, and in response to stakeholder input.



**Section 2: Goals, Actions, Expenditures, and Progress Indicators**

**Instructions:**

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school’s budget that is submitted to the school’s authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA’s goals. Duplicate and expand the fields as necessary.

**Goal:** Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

**Related State and/or Local Priorities:** Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

**Identified Need:** Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

**Schools:** Identify the schoolsites to which the goal applies. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

**Applicable Pupil Subgroups:** Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate “all” for all pupils.

**Expected Annual Measurable Outcomes:** For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

**Actions/Services:** For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

**Scope of Service:** Describe the scope of each action/service by identifying the schoolsites covered. LEAs may indicate “all” for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

**Pupils to be served within identified scope of service:** For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to “ALL.”

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

**Budgeted Expenditures:** For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA’s budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

**Guiding Questions:**

- 1) What are the LEA’s goal(s) to address state priorities related to “Conditions of Learning”?
- 2) What are the LEA’s goal(s) to address state priorities related to “Pupil Outcomes”?
- 3) What are the LEA’s goal(s) to address state priorities related to parent and pupil “Engagement” (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA’s goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA’s goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA’s budget?

<b>GOAL 1</b>	To support academic success, students will participate in a rigorous academic program and demonstrate continued growth in all content areas, with an emphasis on collaboration, communication, critical thinking and problem-solving.			Related State and/or Local Priorities:	
				1__x 2__x 3__ 4__x 5__ 6__ 7__x 8__x	
				COE only: 9__ 10__	
				Local: Specify _____	
Identified Need:	Student achievement in the District has historically been and continues to be above the average on State mandated assessments. Without the ability to set targets based on the Smarter Balanced assessments (because there is only one year of student achievement results), improvement efforts continue to need to be focused on effectively preparing all students for success in college and career.				
Goal Applies to:	Schools:	All			
	Applicable Pupil Subgroups:	All			
<b>LCAP Year 1: 2016-2017</b>					
Expected Annual Measurable Outcomes:	<p>Metrics:</p> <ul style="list-style-type: none"> <li>✓ Basic Services: School Accountability Report Cards (SARCs) – staffing and textbooks</li> <li>✓ Implementation of Common Core State Standards: Implementation of the academic content standards adopted by the State Board of Education (SBE) and utilization of Standards-aligned instructional materials (as they become available)</li> <li>✓ Pupil Achievement/Other Pupil Outcomes: State mandated assessment results</li> <li>✓ Course Access: California Education Code Sections 51210 and 51220(a)-(i)</li> </ul> <p>Students will continue to have access to a broad course of study taught by Highly Qualified staff and 100% will be provided with standards aligned instructional materials and the ratio of students to 21<sup>st</sup> Century learning tools will continue to decrease with a goal of one-to-one in identified grade levels. The percent of all students and subgroups meeting grade level achievement on State mandated assessments will increase at least 1% and exceed State averages for all students and subgroups.</p>				
<b>Actions/Services</b>		<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>		<b>Budgeted Expenditures</b>
1.1 Employ a Highly Qualified staff with multiple authorizations to ensure students have access to a broad course of study to better prepare them for college and career.		All schools district wide	<u>  </u> x ALL ----- OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify)_____		\$47.1 million Base, Supplemental, Title I, Title III

<p>1.2 Support new teachers in obtaining a clear credential through an induction program.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$25,000 Educator Effectiveness Grant</p>
<p>1.3 Utilize instructional materials aligned with the California State Standards, California English Language Development Standard, and Next Generation Science Standards.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$50,000 Lottery</p>
<p>1.4 Provide certificated and classified staff with professional development on content standards (California State Standards, California English Language Development Standard, and Next Generation Science Standards), District adopted instructional materials, District signature practices, and technology.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$271,000 Supplemental</p>
<p>1.5 Promote teacher collaboration and provide time within and across schools to support District signature practices.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$46,867 Supplemental \$80,000 Educator Effectiveness Grant \$23,000 One Time Discretionary</p>

1.6 Provide and maintain classroom technology to support teaching and learning.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$40,398 Base \$15,709 Supplemental
1.7 Provide, maintain, and refresh student and staff devices.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$32,155 Base \$12,505 Supplemental
1.8 Provide students opportunities to utilize technology in the core program that develops computer skills, such as keyboarding and word processing.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$150,000 One Time Discretionary
1.9 Improve and expand support and maintenance for infrastructure, classroom technology, and devices by providing District IT staff and Site Technology Coordinators.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$322,000 Base \$148,763 Supplemental
1.10 Continue to provide student access to music instruction to reduce class size in middle school intervention classes.	All middle schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$120,000 Base \$113,855 Supplemental

1.11 Utilize itinerant music teachers in elementary schools to provide grade level teacher release time for analyzing data and collaborative planning.	All elementary schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	\$229,695 Supplemental
1.12 Develop and implement District benchmarks aligned with the California State Standards and the Smarter Balanced assessment system.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	\$10,000 Base
1.13 Utilize supplemental resources to provide greater access to quality text.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	\$130,000 One Time Discretionary
1.14 Investigate ways to strengthen and modernize the school library program to support teaching and learning.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	\$138,000 Base \$62,303 Supplemental
1.15 Identify students for participation in supplemental services, including intervention and Gifted and Talented Education (GATE)	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups:(Specify)_____	\$10,000 Base \$25,000 Supplemental

**LCAP Year 2: 2017-18**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:</p> <ul style="list-style-type: none"> <li>✓ Basic Services: School Accountability Report Cards (SARCs) – staffing and textbooks</li> <li>✓ Implementation of Common Core State Standards: Implementation of the academic content standards adopted by the State Board of Education (SBE) and utilization of Standards-aligned instructional materials (as they become available)</li> <li>✓ Pupil Achievement/Other Pupil Outcomes: State mandated assessment results</li> <li>✓ Course Access: California Education Code Sections 51210 and 51220(a)-(i)</li> </ul> <p>Students will continue to have access to a broad course of study taught by Highly Qualified staff and 100% will be provided with standards aligned instructional materials and the ratio of students to 21<sup>st</sup> Century learning tools will continue to decrease with a goal of one-to-one in identified grade levels. The percent of all students and subgroups meeting grade level achievement on State mandated assessments will increase at least 1% and exceed State averages for all students and subgroups.</p>		
<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>1.1 Employ a Highly Qualified staff with multiple authorizations to ensure students have access to a broad course of study to better prepare them for college and career.</p>	<p>All schools district wide</p>	<p><u>  </u>x_ALL ----- OR: <u>  </u>Low Income pupils <u>  </u>English Learners <u>  </u>Foster Youth <u>  </u>Redesignated fluent English proficient <u>  </u>Other Subgroups:(Specify)_____</p>	<p>48.7 million Base, Supplemental, Title I, Title III</p>
<p>1.2 Support new teachers in obtaining a clear credential through an induction program.</p>	<p>All schools district wide</p>	<p><u>  </u>x_ALL ----- OR: <u>  </u>Low Income pupils <u>  </u>English Learners <u>  </u>Foster Youth <u>  </u>Redesignated fluent English proficient <u>  </u>Other Subgroups:(Specify)_____</p>	<p>\$32,500 Educator Effectiveness Grant</p>



1.3 Provide a one-time stipend for acquisition of additional District approved authorizations in order to standardize electives at all three middle schools.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$1,500 Base
1.4 Utilize instructional materials aligned with the California State Standards, California English Language Development Standard, and Next Generation Science Standards.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$50,000 Lottery
1.5 Provide certificated and classified staff with professional development on content standards (California State Standards, California English Language Development Standard, and Next Generation Science Standards), District adopted instructional materials, District signature practices, and technology.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$244,000 Supplemental
1.6 Promote teacher collaboration and provide time within and across schools to support District signature practices.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$80,000 Educator Effectiveness Grant \$69,867 Supplemental
1.7 Provide and maintain classroom technology to support teaching and learning.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$42,284 Base \$16,443 Supplemental

<p>1.8 Provide, maintain, and refresh student and staff devices.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>0</p>
<p>1.9 Provide students opportunities to utilize technology in the core program that develops computer skills, such as keyboarding and word processing.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$150,000 One Time Discretionary</p>
<p>1.10 Improve and expand support and maintenance for infrastructure, classroom technology, and devices by providing District IT staff and Site Technology Coordinators.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$322,000 Base \$128,000 Supplemental</p>
<p>1.11 Continue to provide student access to music instruction.</p>	<p>All middle schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$250,000 Base</p>
<p>1.12 Utilize itinerant music teachers in elementary schools to provide grade level teacher release time for analyzing data and collaborative planning.</p>	<p>All elementary schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$250,000 Supplemental</p>

<p>1.13 Develop and implement District benchmarks aligned with the California State Standards and the Smarter Balanced assessment system.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$10,000 Base</p>
<p>1.14 Utilize supplemental resources to provide greater access to quality text.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$130,000 One Time Discretionary</p>
<p>1.15 Investigate ways to strengthen and modernize the school library program to support teaching and learning.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$138,000 Base \$54,000 Supplemental</p>
<p>1.16 Identify students for participation in supplemental services, including intervention and Gifted and Talented Education (GATE)</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$10,000 Base \$25,000 Supplemental</p>

**LCAP Year 3: 2018-19**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ Basic Services: School Accountability Report Cards (SARCs) – staffing and textbooks                  ✓ Implementation of Common Core State Standards: Implementation of the academic content standards adopted by the State Board of Education (SBE) and utilization of Standards-aligned instructional materials (as they become available)                  ✓ Pupil Achievement/Other Pupil Outcomes: State mandated assessment results                  ✓ Course Access: California Education Code Sections 51210 and 51220(a)-(i)</p>
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	Students will continue to have access to a broad course of study taught by Highly Qualified staff and 100% will be provided with standards aligned instructional materials and the ratio of students to 21 <sup>st</sup> Century learning tools will continue to decrease with a goal of one-to-one in identified grade levels. The percent of all students and subgroups meeting grade level achievement on State mandated assessments will increase at least 1% and exceed State averages for all students and subgroups.		
<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>	<b>Budgeted Expenditures</b>
1.1 Employ a Highly Qualified staff with multiple authorizations to ensure students have access to a broad course of study to better prepare them for college and career.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	49.7 million Base, Supplemental, Title I, Title III
1.2 Support new teachers in obtaining a clear credential through an induction program.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$40,000 Supplemental
1.3 Provide a one-time stipend for acquisition of additional District approved authorizations in order to standardize electives at all three middle schools.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$1,500 Base
1.4 Utilize instructional materials aligned with the California State Standards, California English Language Development Standard, and Next Generation Science Standards.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$1,000,000 One Time Discretionary

<p>1.5 Provide certificated and classified staff with professional development on content standards (California State Standards, California English Language Development Standard, and Next Generation Science Standards), District adopted instructional materials, District signature practices, and technology.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$145,000 Supplemental</p>
<p>1.6 Promote teacher collaboration and provide time within and across schools to support District signature practices.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$80,000 Educator Effectiveness Grant \$69,867 Supplemental</p>
<p>1.7 Provide and maintain classroom technology to support teaching and learning.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$41,393 Base \$16,097 Supplemental</p>
<p>1.8 Provide, maintain, and refresh student and staff devices.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$71,798 Base \$27,922 Supplemental</p>
<p>1.9 Provide students opportunities to utilize technology in the core program that develops basic computer skills, such as, keyboarding and word processing.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$50,000 One Time Discretionary</p>

1.10 Improve and expand support and maintenance for infrastructure, classroom technology, and devices by providing District IT staff and Site Technology Coordinators.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$322,000 Base \$128,000 Supplemental
1.11 Continue to provide student access to music instruction.	All middle schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$260,000 Base
1.12 Utilize itinerant music and PE teachers in elementary schools to provide grade level teacher release time for analyzing data and collaborative planning.	All elementary schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$260,000 Supplemental
1.13 Develop and implement District benchmarks aligned with the California State Standards and the Smarter Balanced assessment system.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$10,000 Base
1.14 Utilize supplemental resources to provide greater access to quality text.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$50,000 Supplemental

<p>1.15 Investigate ways to strengthen and modernize the school library program to support teaching and learning.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$138,000 Base \$54,000 Supplemental</p>
<p>1.16 Identify students for participation in supplemental services, including intervention and Gifted and Talented Education (GATE)</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$10,000 Base \$25,000 Supplemental</p>

<p><b>GOAL</b> <b>2</b></p>	<p>To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.</p>	<p>Related State and/or Local Priorities:</p>
		<p>1__ 2__ 3__ 4_X 5__ 6__ 7_X 8__</p>
		<p>COE only: 9__ 10__</p>
		<p>Local: Specify _____</p>

<p>Identified Need:</p>	<p>Student achievement in the District has historically been well above the State average, but a significant gap persists for high needs students.</p>	
<p>Goal Applies to:</p>	<p>Schools: All</p>	
	<p>Applicable Pupil Subgroups:</p>	<p>Low income pupils, English learners, foster youth, students with special needs, and other high needs students</p>

**LCAP Year 1: 2016-17**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ Pupil Achievement/Other Pupil Outcomes: State mandated assessments, Annual Measurable Achievement Objectives (AMAOs), and reclassification rates                  ✓ Course Access: California Education Code Sections 51210 and 51220(a)-(i)</p> <p>English learners, low income, foster youth, and students with special needs will increase performance by at least 1%, reduce the gap between the subgroup and all students by at least 2%, and exceed subgroup State averages as reflected on State mandated assessments.</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1 Based on California English Language Development Test (CELDT) results, provide coordinated EL services at school sites that include newcomer and primary language supports.	All schools district wide	<input type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$317,000 Supplemental
2.2 Expand and provide ongoing support for the Co-teaching service delivery model.	All middle schools & pilot elementary schools	<input type="checkbox"/> ALL ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Student with special needs</u>	\$143,839 Supplemental
2.3 Provide ongoing support for implementation of District signature practices and programs, including but not limited to Differentiated Instruction, Co-teaching, <i>Thinking Maps</i> , <i>ST Math</i> , Cognitively Guided Instruction (CGI), reading, and writing.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$17,290 Supplemental
2.4 Provide a system for staff to analyze and disaggregate student achievement data to ensure a timely instructional response and address identified student needs.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$25,900 Base \$16,355 Supplemental
2.5 Provide intervention for identified students during and beyond the school day.	All schools district wide	<input type="checkbox"/> ALL ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Student with special needs</u>	\$100,000 One Time Discretionary \$405,000 Supplemental



<p>2.6 Utilize Teacher(s) on Special Assignment (TOSAs) to support teachers in meeting the needs of special student populations.</p>	<p>All schools district wide</p>	<p><u>  </u> ALL ----- OR: <u>  </u> X Low Income pupils <u>  </u> X English Learners <u>  </u> X Foster Youth <u>  </u> X Redesignated fluent English proficient <u>  </u> X Other Subgroups:(Specify) <u>  </u> Student with special needs</p>	<p>\$220,000 Supplemental</p>
<p><b>LCAP Year 2: 2017-18</b></p>			
<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ Pupil Achievement/Other Pupil Outcomes: State mandated assessments, Annual Measurable Achievement Objectives (AMAOs), and reclassification rates                  ✓ Course Access: California Education Code Sections 51210 and 51220(a)-(i)                   English learners, low income, foster youth, and students with special needs will increase performance by at least 1%, reduce the gap between the subgroup and all students by at least 2%, and exceed subgroup State averages as reflected on State mandated assessments.</p>		
<p><b>Actions/Services</b></p>	<p>Scope of Service</p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p>Budgeted Expenditures</p>
<p>2.1 Based on California English Language Development Test (CELDT) results, provide coordinated EL services at school sites that include newcomer and primary language supports.</p>	<p>All schools district wide</p>	<p><u>  </u> ALL ----- OR: <u>  </u> Low Income pupils <u>  </u> X English Learners <u>  </u> Foster Youth <u>  </u> X Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____</p>	<p>\$394,000 Supplemental</p>
<p>2.2 Expand and provide ongoing support for the Co-teaching service delivery model.</p>	<p>All middle schools &amp; pilot elementary schools</p>	<p><u>  </u> ALL ----- OR: <u>  </u> X Low Income pupils <u>  </u> X English Learners <u>  </u> X Foster Youth <u>  </u> X Redesignated fluent English proficient <u>  </u> X Other Subgroups:(Specify) <u>  </u> Student with special needs</p>	<p>\$140,000 Supplemental</p>

<p>2.3 Provide ongoing support for implementation of District signature practices and programs, including but not limited to Differentiated Instruction, Co-teaching, <i>Thinking Maps</i>, <i>ST Math</i>, Cognitively Guided Instruction (CGI), reading, and writing.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: <u> </u> Low Income pupils <u> </u> English Learners <u> </u> Foster Youth <u> </u> Redesignated fluent English proficient <u> </u> Other Subgroups:(Specify) _____</p>	<p>\$20,000 Supplemental</p>
<p>2.4 Provide a system for staff to analyze and disaggregate student achievement data to ensure a timely instructional response and address identified student needs.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: <u> </u> Low Income pupils <u> </u> English Learners <u> </u> Foster Youth <u> </u> Redesignated fluent English proficient <u> </u> Other Subgroups:(Specify) _____</p>	<p>\$25,900 Base \$11,100 Supplemental</p>
<p>2.5 Provide intervention for identified students during and beyond the school day.</p>	<p>All schools district wide</p>	<p><u> </u> ALL ----- OR: <u> X </u> Low Income pupils <u> X </u> English Learners <u> X </u> Foster Youth <u> X </u> Redesignated fluent English proficient <u> X </u> Other Subgroups:(Specify) <u> Student with special needs </u></p>	<p>\$100,000 One Time Discretionary \$405,000 Supplemental</p>
<p>2.6 Utilize Teacher(s) on Special Assignment (TOSAs) to support teachers in meeting the needs of special student populations.</p>	<p>All schools district wide</p>	<p><u> </u> ALL ----- OR: <u> X </u> Low Income pupils <u> X </u> English Learners <u> X </u> Foster Youth <u> X </u> Redesignated fluent English proficient <u> X </u> Other Subgroups:(Specify) <u> Student with special needs </u></p>	<p>\$220,000 Supplemental</p>

**LCAP Year 3: 2018-2019**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ Pupil Achievement/Other Pupil Outcomes: State mandated assessments, Annual Measurable Achievement Objectives (AMAOs), and reclassification rates                  ✓ Course Access: California Education Code Sections 51210 and 51220(a)-(i)                   English learners, low income, foster youth, and students with special needs will increase performance by at least 1%, reduce the gap between the subgroup and all students by at least 2%, and exceed subgroup State averages as reflected on State mandated assessments.</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
2.1 Based on California English Language Development Test (CELDT) results, provide coordinated EL services at school sites that include newcomer and primary language supports.	All schools district wide	<input type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$406,000 Supplemental
2.2 Expand and provide ongoing support for the Co-teaching service delivery model.	All middle schools & pilot elementary schools	<input type="checkbox"/> ALL ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Student with special needs</u>	\$144,000 Supplemental
2.3 Provide ongoing support for implementation of District signature practices and programs, including but not limited to Differentiated Instruction, Co-teaching, <i>Thinking Maps</i> , <i>ST Math</i> , Cognitively Guided Instruction (CGI), reading, and writing.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$20,000 Supplemental
2.4 Provide a system for staff to analyze and disaggregate student achievement data to ensure a timely instructional response and address identified student needs.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$25,900 Base \$11,100 Supplemental
2.5 Provide intervention for identified students during and beyond the school day.	All schools district wide	<input type="checkbox"/> ALL ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Student with special needs</u>	\$100,000 One Time Discretionary \$405,000 Supplemental

<p>2.6 Utilize Teacher(s) on Special Assignment (TOSAs) to support teachers in meeting the needs of special student populations.</p>	<p>All schools district wide</p>	<p><u>  </u> ALL ----- OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) <u>  </u> Student with special needs</p>	<p>\$220,000 Supplemental</p>
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<p><b>GOAL</b> <b>3</b></p>	<p>To support academic success, all parents will be engaged and play an active role in the school community.</p>	<p>Related State and/or Local Priorities:</p>
		<p>1__ 2__ 3 <u>X</u> 4__ 5__ 6__ 7__ 8__</p>
		<p>COE only: 9__ 10__</p>
		<p>Local: Specify _____</p>

<p>Identified Need:</p>	<p>The District enjoys strong parent involvement, but there is a need to broaden the engagement to better reflect the demographics of the student population.</p>
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<p>Goal Applies to:</p>	<p>Schools: All</p>
	<p>Applicable Pupil Subgroups: All</p>

**LCAP Year 1: 2016-17**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics: ✓ Parental Involvement: Number of opportunities for parents to participate in District and school programs  There will be increased participation in established parent groups and parent education workshops through multi-pronged, communication outreach (flyers, website, social media, Parent Link).</p>
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<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>3.1 Continue to provide parent and volunteer training to support engagement, involvement, and student achievement at the school sites.</p>	<p>All schools district wide</p>	<p><u>  </u> ALL ----- OR: <u>  </u> Low Income pupils <u>  </u> English Learners <u>  </u> Foster Youth <u>  </u> Redesignated fluent English proficient <u>  </u> Other Subgroups:(Specify) _____</p>	<p>\$30,000 Supplemental</p>

<p>3.2 Continue to utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input.</p>	<p>All schools district wide</p>	<p><u>X</u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$105,000 Base \$5,000 Supplemental \$13,600 One Time Discretionary</p>
<p>3.3 Continue to provide a bilingual Community Liaison to support parent outreach.</p>	<p>All schools district wide</p>	<p>__ALL ----- OR: __Low Income pupils <u>X</u> English Learners __Foster Youth <u>X</u> Redesignated fluent English proficient <u>X</u> Other Subgroups:(Specify) <u>Vietnamese speaking parents</u></p>	<p>\$65,000 Supplemental</p>
<p>3.4 Continue to provide opportunities to seek parent input from parents of unduplicated pupils including those with special needs (DAC, DELAC, and CAC).</p>	<p>All schools district wide</p>	<p>__ALL ----- OR: <u>X</u> Low Income pupils <u>X</u> English Learners <u>X</u> Foster Youth <u>X</u> Redesignated fluent English proficient __Other Subgroups:(Specify)</p>	<p>0</p>
<p>3.5 Utilize school counselors to inform middle school parents about ways to support their students' secondary academic plans focused on college and career goals.</p>	<p>All middle schools</p>	<p><u>X</u>ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups (Specify)_____</p>	<p>\$5,000 Supplemental</p>

**LCAP Year 2: 2017-18**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics: ✓ Parental Involvement: Number of opportunities for parents to participate in District and school programs  There will be increased participation in established parent groups and parent education workshops through multi-pronged, communication outreach (flyers, website, social media, Parent Link).</p>
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Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
3.1 Continue to provide parent and volunteer training to support engagement, involvement, and student achievement at the school sites.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$30,000 Supplemental
3.2 Continue to utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input.	All schools district wide	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	\$105,000 Base \$5,000 Supplemental
3.3 Continue to provide a bilingual Community Liaison to support parent outreach.	All schools district wide	<input type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Vietnamese speaking parents</u>	\$65,000 Supplemental
3.4 Continue to provide opportunities to seek parent input from parents of unduplicated pupils including those with special needs (DAC, DELAC, and CAC).	All schools district wide	<input type="checkbox"/> ALL ----- OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	0
3.5 Utilize school counselors to inform middle school parents about ways to support their students' secondary academic plans focused on college and career goals.	All middle schools	<input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups (Specify)_____	\$5,000 Supplemental

**LCAP Year 3: 2018-2019**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ Parental Involvement: Number of opportunities for parents to participate in District and school programs                  There will be increased participation in established parent groups and parent education workshops through multi-pronged, communication outreach (flyers, website, social media, Parent Link).</p>		
<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>3.1 Continue to provide parent and volunteer training to support engagement, involvement, and student achievement at the school sites.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL                  -----                  OR:                  ___ Low Income pupils ___ English Learners                  ___ Foster Youth ___ Redesignated fluent English proficient                  ___ Other Subgroups:(Specify)_____</p>	<p>\$30,000                  Supplemental</p>
<p>3.2 Continue to utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL                  -----                  OR:                  ___ Low Income pupils ___ English Learners                  ___ Foster Youth ___ Redesignated fluent English proficient                  ___ Other Subgroups:(Specify)_____</p>	<p>\$105,000                  Base                  \$5,000                  Supplemental</p>
<p>3.3 Continue to provide a bilingual Community Liaison to support parent outreach.</p>	<p>All schools district wide</p>	<p>___ ALL                  -----                  OR:                  ___ Low Income pupils <u> X </u> English Learners                  ___ Foster Youth <u> X </u> Redesignated fluent English proficient  <u> X </u> Other Subgroups:(Specify) <u> Vietnamese speaking parents </u></p>	<p>\$65,000                  Supplemental</p>
<p>3.4 Continue to provide opportunities to seek parent input from parents of unduplicated pupils including those with special needs (DAC, DELAC, and CAC).</p>	<p>All schools district wide</p>	<p>___ ALL                  -----                  OR:  <u> X </u> Low Income pupils <u> X </u> English Learners  <u> X </u> Foster Youth <u> X </u> Redesignated fluent English proficient                  ___ Other Subgroups:(Specify)</p>	<p>0</p>

<p>3.5 Utilize school counselors to inform middle school parents about ways to support their students' secondary academic plans focused on college and career goals.</p>	<p>All middle schools</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$5,000 Supplemental</p>
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<p><b>GOAL 4</b></p>	<p>To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.</p>	<p>Related State and/or Local Priorities:</p>
		<p>1__ 2__ 3__ 4__ 5_X 6_X 7__ 8__</p>
		<p>COE only: 9__ 10__</p>
		<p>Local: Specify _____</p>

<p>Identified Need:</p>	<p>There has been one student expulsion in the District in the past three years (February, 2016) and suspension rates remain low (71 suspensions and 16 in-house suspensions between September 9, 2015 and May 31, 2016 – 1%). However, there are some students who struggle to demonstrate appropriate school behavior. Furthermore, there are a number of students (September 9, 2015 through May 31, 2016 – 4.76%) who are chronically absent from school and attendance rates have remained steady around 97% (96.91% as of May 31, 2016).</p>
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<p>Goal Applies to:</p>	<p>Schools: All</p>	<p>Applicable Pupil Subgroups: All</p>
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**LCAP Year 1: 2016-17**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ School Climate: Suspension rates, expulsion rates, and climate surveys                  ✓ Pupil Engagement: Attendance rates and chronic absenteeism rates                   Continue to maintain student suspension rates under 1%. Decrease chronic absenteeism by 0.5% and maintain an attendance rate of at least 97% district wide.</p>
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<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>4.1 Continue to develop the leadership capacity within the District to successfully implement instructional initiatives and build a culture of continuous improvement.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$10,000 Supplemental</p>



<p>4.2 Inform parents of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism. When necessary, utilize the School Attendance Review Board (SARB) process to address student attendance concerns.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$15,000 Base \$5,000 Supplemental</p>
<p>4.3 Provide students with health services and education.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$240,000 Base \$40,000 Supplemental</p>
<p>4.4 Explore additional services to provide social emotional support at the elementary level.</p>	<p>All elementary schools</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$2,000 Supplemental</p>
<p>4.5 Utilize middle school counselors to provide social emotional support and help students create secondary academic plans focused on college and career goals.</p>	<p>All middle schools</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$128,000 Base \$106,794 Supplemental</p>
<p>4.6 Implement a consistent district wide approach for supporting student behavior, including alternatives to suspensions and expulsions, and communicate the plan to stakeholders.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____</p>	<p>\$5,000 Base</p>

<p>4.7 Provide professional development for staff to support appropriate student behavior.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____</p>	<p>\$5,000 Supplemental</p>
<p>4.8 Work with student focus groups to identify strategies that will promote student engagement and school connectedness.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____</p>	<p>0</p>
<p>4.9 Implement identified strategies to promote student engagement and school connectedness.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____</p>	<p>\$2,000 Base</p>

**LCAP Year 2: 2017-18**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ School Climate: Suspension rates, expulsion rates, and climate surveys                  ✓ Pupil Engagement: Attendance rates and chronic absenteeism rates                   Continue to maintain student suspension rates under 1%. Decrease chronic absenteeism by 0.5% and maintain an attendance rate of at least 97% district wide.</p>
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<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>4.1 Continue to develop the leadership capacity within the District to successfully implement instructional initiatives and build a culture of continuous improvement.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____</p>	<p>\$10,000 Supplemental</p>

<p>4.2 Inform parents of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism. When necessary, utilize the School Attendance Review Board (SARB) process to address student attendance concerns.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$15,000 Base \$5,000 Supplemental</p>
<p>4.3 Provide students with health services and education.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$240,000 Base \$40,000 Supplemental</p>
<p>4.4 Prioritize and begin to implement services to provide social emotional support at the elementary level.</p>	<p>All elementary schools</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$4,000 Supplemental</p>
<p>4.5 Utilize middle school counselors to provide social emotional support and help students create secondary academic plans focused on college and career goals.</p>	<p>All middle schools</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$128,000 Base \$112,000 Supplemental</p>
<p>4.6 Implement a consistent district wide approach for supporting student behavior, including alternatives to suspensions and expulsions, and communicate the plan to stakeholders.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$5,000 Base</p>

<p>4.7 Provide professional development for staff to support appropriate student behavior.</p>	<p>All schools district wide</p>	<p><u>X</u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$5,000 Supplemental</p>
<p>4.8 Utilize strategies that promote student engagement and school connectedness.</p>	<p>All schools district wide</p>	<p><u>X</u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$2,000 Base</p>

**LCAP Year 3: 2018-2019**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics:                  ✓ School Climate: Suspension rates, expulsion rates, and climate surveys                  ✓ Pupil Engagement: Attendance rates and chronic absenteeism rates                   Continue to maintain student suspension rates under 1%. Decrease chronic absenteeism by 0.5% and maintain an attendance rate of at least 97% district wide.</p>
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<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>4.1 Continue to develop the leadership capacity within the District to successfully implement instructional initiatives and build a culture of continuous improvement.</p>	<p>All schools district wide</p>	<p><u>X</u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$10,000 Supplemental</p>
<p>4.2 Inform parents of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism. When necessary, utilize the School Attendance Review Board (SARB) process to address student attendance concerns.</p>	<p>All schools district wide</p>	<p><u>X</u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$15,000 Base \$5,000 Supplemental</p>

<p>4.3 Provide students with health services and education.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$240,000 Base \$40,000 Supplemental</p>
<p>4.4 Continue to implement services to provide social emotional support at the elementary level.</p>	<p>All elementary schools</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$6,000 Supplemental</p>
<p>4.5 Utilize middle school counselors to provide social emotional support and help students create secondary academic plans focused on college and career goals.</p>	<p>All middle schools</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$128,000 Base \$112,000 Supplemental</p>
<p>4.6 Implement a consistent district wide approach for supporting student behavior, including alternatives to suspensions and expulsions, and communicate the plan to stakeholders.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$5,000 Base</p>
<p>4.7 Provide professional development for staff to support appropriate student behavior.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$5,000 Supplemental</p>

<p>4.8 Utilize strategies that promote student engagement and school connectedness.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$2,000 Base</p>
<p><b>GOAL 5</b></p>	<p>To support academic success, school facilities will be clean, safe, and effectively support a 21st Century education.</p>		<p>Related State and/or Local Priorities:</p>
			<p>1 <input checked="" type="checkbox"/> 2__ 3__ 4__ 5__ 6__ 7__ 8__</p>
			<p>COE only: 9__ 10__</p>
			<p>Local: Specify _____</p>
<p>Identified Need:</p>	<p>While facilities are safe and well maintained, there is an identified need to improve air quality, climate, and 21<sup>st</sup> Century learning environments.</p>		
<p>Goal Applies to:</p>	<p>Schools:</p>	<p>All</p>	
	<p>Applicable Pupil Subgroups:</p>	<p>All</p>	
<p><b>LCAP Year 1: 2016-17</b></p>			
<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics: ✓ Basic Services: Facilities Inspection Tool (FIT) and SARCs  All students will continue to have the opportunity to learn in well-maintained facilities that support a 21<sup>st</sup> Century education.</p>		
<p><b>Actions/Services</b></p>	<p>Scope of Service</p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p>Budgeted Expenditures</p>
<p>5.1 Provide appropriate custodial staffing and services to ensure District facilities are clean and well maintained.</p>	<p>All schools district wide</p>	<p><input checked="" type="checkbox"/> ALL ----- OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	<p>\$81,000 Base</p>

<p>5.2 Begin to implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$500,000 Base</p>
<p>5.3 Implement a deferred maintenance plan based on the priorities identified in the Facilities Master Plan.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$500,000 Base</p>
<p>5.4 Provide and maintain the infrastructure to support instructional technology.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$63,000 Base \$23,000 Supplemental</p>

**LCAP Year 2: 2017-18**

<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics: ✓ Basic Services: FIT and SARCs  All students will continue to have the opportunity to learn in well-maintained facilities that support a 21<sup>st</sup> Century education.</p>
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<p><b>Actions/Services</b></p>	<p><b>Scope of Service</b></p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p><b>Budgeted Expenditures</b></p>
<p>5.1 Provide appropriate custodial staffing and services to ensure District facilities are clean and well maintained.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$81,000 Base</p>

<p>5.2 Begin to implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$500,000 Base</p>
<p>5.3 Implement a deferred maintenance plan based on the priorities identified in the Facilities Master Plan.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$500,000 Base</p>
<p>5.4 Provide and maintain the infrastructure to support instructional technology.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$63,000 Base \$23,000 Supplemental</p>
<p><b>LCAP Year 3: 2018-2019</b></p>			
<p>Expected Annual Measurable Outcomes:</p>	<p>Metrics: ✓ Basic Services: FIT and SARCs  All students will continue to have the opportunity to learn in well-maintained facilities that support a 21<sup>st</sup> Century education.</p>		
<p><b>Actions/Services</b></p>	<p>Scope of Service</p>	<p><b>Pupils to be served within identified scope of service</b></p>	<p>Budgeted Expenditures</p>
<p>5.1 Provide appropriate custodial staffing and services to ensure District facilities are clean and well maintained.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$81,000 Base</p>



<p>5.2 Begin to implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$500,000 Base</p>
<p>5.3 Implement a deferred maintenance plan based on the priorities identified in the Facilities Master Plan.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$500,000 Base</p>
<p>5.4 Provide and maintain the infrastructure to support instructional technology.</p>	<p>All schools district wide</p>	<p><u> X </u> ALL ----- OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	<p>\$63,000 Base \$23,000 Supplemental</p>

## Annual Update

**Annual Update Instructions:** For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

**Guiding Questions:**

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific schoolsites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL 1 from prior year LCAP:	To support academic success and prepare students for college and career, students will have access to 21st Century learning tools, including technology, and engage in rigorous and relevant educational experiences that develop their knowledge, skills, and ability to collaborate, create, communicate, think critically, and solve problems.		Related State and/or Local Priorities:	
			1_ <input checked="" type="checkbox"/> 2_ <input checked="" type="checkbox"/> 3_ <input type="checkbox"/> 4_ <input checked="" type="checkbox"/> 5_ <input type="checkbox"/> 6_ <input type="checkbox"/> 7_ <input checked="" type="checkbox"/> 8_ <input checked="" type="checkbox"/>	
			COE only: 9_ <input type="checkbox"/> 10_ <input type="checkbox"/>	
			Local : Specify _____	
Goal Applies to:	Schools: All			
	Applicable Pupil Subgroups: All			
Expected Annual Measurable Outcomes:	<p>Metrics:</p> <ol style="list-style-type: none"> <li>Basic Services: School Accountability Report Cards (SARCs) – staffing and textbooks</li> <li>Implementation of Common Core State Standards: Implementation of the academic content standards adopted by the State Board of Education (SBE)</li> <li>Pupil Achievement/Other Pupil Outcomes: State mandated assessments</li> <li>Course Access: California Education Code Sections 51210 and 51220(a)-(i)</li> </ol> <p>Students will have access to a broad course of study taught by Highly Qualified staff and will be provided with standards aligned instructional materials and 21<sup>st</sup> Century learning tools. All students will demonstrate achievement on State mandated assessments.</p>	Actual Annual Measurable Outcomes:	<p>Metric: California Longitudinal Pupil Achievement Data System (CALPADS) and SARCs</p> <ol style="list-style-type: none"> <li>All students received instruction from Highly Qualified teachers, 100% of whom were appropriately assigned.</li> <li>All students were issued Board adopted textbooks in all content areas.</li> </ol> <p>Metric: Smarter Balanced Assessment Results (available on the CDE CAASPP website)</p> <ol style="list-style-type: none"> <li>Smarter Balanced Summative Assessments Standard Met and Standard Exceeded  <u>English Language Arts/Literacy</u>                      All: California: 44% FVSD: 69%                      Low Income: California: 33% FVSD: 55%                      English Learner: California: 11% FVSD: 43%  <u>Mathematics</u>                      All: California: 33% FVSD: 61%                      Low Income: California: 21% FVSD: 46%                      English Learner: California: 11% FVSD: 46%</li> </ol> <p>Metric: Aeries Student Information System</p> <ol style="list-style-type: none"> <li>All students were provided course access as defined in California Education Code Sections 51210 and 51220(a)-(i).</li> </ol>	

LCAP Year: 2015-16				
Planned Actions/Services		Actual Actions/Services		
	Budgeted Expenditures		Estimated Actual Annual Expenditures	
1.1 Employ a Highly Qualified staff with multiple authorizations to ensure students have access to a broad course of study to better prepare them for college and career.	\$43.6 million Base, Supplemental, Title I, Title III	<ul style="list-style-type: none"> <li>✓ Hired 20 certificated staff for the 2015/16 school year                             <ul style="list-style-type: none"> <li>• 4 Elementary positions</li> <li>• 5 Middle school positions</li> <li>• 3 Single subject music teachers</li> <li>• 4 Mild/moderate special education teachers</li> <li>• 2 School nurses</li> <li>• 1 Speech/language pathologist</li> <li>• 1 Psychologist</li> </ul> </li> <li>✓ All certificated staff are Highly Qualified where necessary, and hold the appropriate credentials, including English learner certification</li> </ul>	\$45,878,882	
Scope of service:	All schools district wide	Scope of service:	All schools district wide	
<u> X </u> ALL		<u> X </u> ALL		
OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____		OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____		
1.2 Support new teachers in obtaining a clear credential through an induction program.	\$0	<ul style="list-style-type: none"> <li>✓ Ongoing partnership established with Orange County Department of Education (OCDE) to provide State required support elements for year 1 and year 2 teachers</li> <li>✓ Reimbursement plan created</li> <li>✓ New teachers were reimbursed according to the plan (3 – year 2 teachers)</li> </ul>	\$0	
Scope of service:	All schools district wide	Scope of service:	All schools district wide	

<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
1.3 As they become available, pilot and adopt standards aligned instructional materials (Common Core State Standards, California English Language Development Standards, and Next Generation Science Standards).		\$0	In 2015/16 school year, there were no instructional materials available to pilot or adopt. In preparation for anticipated English language arts/English language development adoption, site administrators participated in the UCI/California Reading Literacy Project (CRLP) to develop their knowledge with the English Language Arts/English Language Development Framework.		\$0
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		

<p>1.4 Provide certificated and classified staff with professional development on content standards (Common Core State Standards, California English Language Development Standards, and Next Generation Science Standards), District adopted instructional materials, effective instructional practices, and technology.</p>	<p>\$175,000 Supplemental</p>	<p>Teachers participated in the following professional development:</p> <ul style="list-style-type: none"> <li>✓ <i>Math Expressions</i> (K-5) and <i>California Math</i> (6-8) – 3 days</li> <li>✓ Academic vocabulary (<i>all teachers</i>) – 1 day</li> <li>✓ <i>Academic Vocabulary Toolkit</i> (3-8) – 1 day</li> <li>✓ California Standards aligned collaborative conversations and the link to reading and writing (TK-5) – 1 day</li> <li>✓ Cognitively Guided Instruction (<i>CGI</i>) (TK-5) – 4 days (TK-2) and 3 days (3-5), plus three optional three-hour evening trainings</li> <li>✓ <i>Visible Learning</i> (6-8) – 3 days</li> <li>✓ English site curriculum planning leads (6-8) – 3 days</li> <li>✓ English Department (6-8) – 2 days</li> <li>✓ Deepen understanding of the English language arts Standards to inform practice (6-8) – 1 day</li> <li>✓ Science site curriculum planning leads (6-8) – 3 days</li> <li>✓ Science Next Generation Science Standards (NGSS) training (6-8) – 2 days</li> <li>✓ TCI History Alive training (6-8) – 3 days</li> <li>✓ Math (6-8) – 5 days</li> </ul>	<p>\$269,330 Supplemental</p>
<p>Scope of service:</p>	<p>All schools district wide</p>	<p>Scope of service:</p>	<p>All schools district wide</p>
<p><input checked="" type="checkbox"/> ALL</p>		<p><input checked="" type="checkbox"/> ALL</p>	
<p>OR:  <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient  <input type="checkbox"/> Other Subgroups:(Specify)_____</p>		<p>OR:  <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other  Subgroups:(Specify)_____</p>	

1.5 Update the multi-year plan to roll out all aspects of the Common Core State Standards (CCSS) including the California English Language Development (CA ELD) Standards and Next Generation Science Standards (NGSS).		\$0	This document is no longer necessary since the transition has occurred and refinement of implementation of the California State Standards is underway. It will be deleted as an action and included as evidence in Appendix C.	\$0
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u>X</u> ALL			<u>X</u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
1.6 Promote teacher collaboration within and across schools.		\$62,500 Supplemental	Teacher collaboration was provided in conjunction with professional development. Typically professional development was half day and collaboration the other half.	\$160,000 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u>X</u> ALL			<u>X</u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
1.7 Provide and maintain classroom technology (LCD projectors and printers) to support teaching and learning.		\$47,300 Base \$15,700 Supplemental	<ul style="list-style-type: none"> <li>✓ Printers were deployed at Plavan and Tamura.</li> <li>✓ LCD projectors were deployed at Fulton and Plavan.</li> </ul>	\$108,941 Base \$48,165 Supplemental
Scope of service:	Fulton, Plavan, Tamura		Scope of service:	Fulton, Plavan, Tamura
<u>X</u> ALL			<u>X</u> ALL	

OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other <input type="checkbox"/> Subgroups:(Specify)_____		
1.8 Provide, maintain, and refresh student and staff devices (desktop and laptop computers).		\$58,500 Base \$19,5000 Supplemental	<input checked="" type="checkbox"/> Desktop devices were deployed for Library Media Technicians, Publications, and Operations and Transportation. <input checked="" type="checkbox"/> Laptops will be deployed at Courreges and Masuda in May 2016.		\$133,151 Base \$24,533 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<u>X</u> ALL			<u>X</u> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other <input type="checkbox"/> Subgroups:(Specify)_____		
1.9 Ensure adequate support and maintenance for infrastructure, classroom technology, and devices by providing District Information Technology (IT) staff and Site Technology Coordinators.		\$390,000 Base \$93,000 Supplemental	Creation of three new IT positions – Application Specialist and two Field Support Technicians		\$282,833 Base \$124,559 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<u>X</u> ALL			<u>X</u> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other <input type="checkbox"/> Subgroups:(Specify)_____		



1.10 Increase student access to music instruction.		\$93,000 Base \$93,000 Supplemental	Music teacher staffing was increased from 3.0 FTE to 5.0 FTE. 2.0 FTE music teachers were hired to provide music instruction to students in grades TK-4.	\$105,477 Base \$105,477 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u> X </u> ALL			<u> X </u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
1.11 Utilize itinerant music teachers in elementary schools to provide grade level teacher release time for analyzing data and collaborative planning.		\$75,000 Supplemental	All TK-5 teachers were provided weekly release time during music instruction.	\$142,551 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u> X </u> ALL			<u> X </u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
1.12 Align District benchmarks with the CCSS and the Smarter Balanced assessment system.		\$10,000 Base	Smarter Balanced Interim Assessments in English language arts and math were explored.	\$52,143 Base
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u> X </u> ALL			<u> X </u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	

1.13 Utilize supplemental resources to provide greater access to informational text.		\$50,000 Supplemental	All 10 schools were allocated \$7.91 per pupil to purchase informational text resources to supplement existing ELA materials.	\$50,000 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u>X</u> ALL			<u>X</u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
1.14 Support a strong school library program.		\$138,000 Base \$46,000 Supplemental	<ul style="list-style-type: none"> <li>✓ Library Media Technicians were provided new desktops to assist with the efficiency of use of the Destiny Follet Library program.</li> <li>✓ To improve coordination and collaboration, Library Media Technicians were provided additional hours.</li> <li>✓ Maintain the District Library Coordinator position.</li> </ul>	\$115,543 Base \$60,790 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide
<u>X</u> ALL			<u>X</u> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
1.15 Identify students for participation in supplemental services, including intervention and Gifted and Talented Education (GATE)		\$10,000 Base \$25,000 Supplemental	<ul style="list-style-type: none"> <li>✓ Scholastic Reading Inventory (SRI) was utilized as the universal literacy screener for all grades 4-6 students.</li> <li>✓ EL students at all seven elementary schools were identified for the after school writing intervention program.</li> <li>✓ Middle school students were identified to participate in a variety of intervention classes during the school day.</li> </ul>	\$9,073 Base \$27,000 Supplemental

Scope of service: All schools district wide		Scope of service: All schools district wide	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		<ul style="list-style-type: none"> <li>✓ Goal 1 was revised to improve clarity (content remained unchanged).</li> <li>✓ Nine actions were revised to improve clarity.</li> <li>✓ One action was deleted because it is a communication item that supports the prior action. It will be included as evidence in Appendix C.</li> <li>✓ One new action was created to outline the use of technology in the core instructional program.</li> </ul>	
Original GOAL 2 from prior year LCAP:	To support academic success in the core program, English learners, foster youth, low income, and special education students will be provided with additional supports to ensure equal access, engagement, and high levels of achievement.	Related State and/or Local Priorities:	
		1__ 2__ 3__ 4_ <input checked="" type="checkbox"/> 5__ 6__ 7_ <input checked="" type="checkbox"/> 8__	
		COE only: 9__ 10__	
		Local : Specify _____	
Goal Applies to:		Schools: All	Applicable Pupil Subgroups: All
Expected Annual Measurable Outcomes:	Metrics: 1. Pupil Achievement/Other Pupil Outcomes: State mandated assessments, Annual Measurable Achievement Objectives (AMAOs), and reclassification rates 2. Course Access: California Education Code Sections 51210 and 51220(a)-(i)  High needs students will perform commensurate to District averages as reflected on State mandated assessments.	Actual Annual Measurable Outcomes:	Metric: Smarter Balanced Assessment Results (available on the CDE CAASPP website) 1. Smarter Balanced Summative Assessments Standard Met and Standard Exceeded <u>English Language Arts/Literacy</u> All: 69% Low Income: 55% (gap 14%) English Learner: 43% (gap 26%) <u>Mathematics</u> All: 61% Low Income: 46% (gap 15%) English Learner: 46% (gap 15%)

			<p>2. AMAOs  <u>AMA O 1</u> Target: 60.5% FVSD: 83.8%  <u>AMA O 2</u> (Less than 5 years) Target: 24.2%  FVSD: 57.7%  <u>AMA O 2</u> (5 years or more) Target: 50.9%  FVSD: 82.8%  <u>AMA O 3</u> Met 95% participation rate for ELA (100%) and math (98%)</p> <p>3. 2014/15 Reclassification rate (retrieved from DataQuest)  California: 11% FVSD: 12%</p> <p>Metric: Aeries Student Information System</p> <p>4. All students were provided course access as defined in California Education Code Sections 51210 and 51220(a)-(i).</p>
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**LCAP Year: 2015-16**

Planned Actions/Services		Actual Actions/Services		
	Budgeted Expenditures		Estimated Actual Annual Expenditures	
2.1 Based on California English Language Development Test (CELDT) results, provide coordinated EL services at school sites that include newcomer and primary language supports.	\$367,000 Supplemental	<ul style="list-style-type: none"> <li>✓ CELDT testing organized and administered by the Community Liaison, Bilingual Testing Technician, and testing team</li> <li>✓ Middle School Newcomer program at Masuda – certificated teacher (50%) and two bilingual instructional assistants (Arabic/French and Vietnamese/Chinese)</li> <li>✓ Primary language support at all seven elementary schools – Arabic, French, Korean, Spanish, Vietnamese</li> </ul>	\$250,224 Supplemental	
Scope of service:	All schools district wide	Scope of service:	All schools district wide	

<input type="checkbox"/> ALL			<input type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) _____		
2.2 Expand and provide ongoing support for the Co-teaching service delivery model.		\$141,000 Supplemental	✓ Co-teaching model utilized at all three middle schools ✓ Co-teaching piloted at elementary school ✓ General education and special education teachers who participate in co-teaching are provided release time to collaborate throughout the school year.		\$137,394 Supplemental
Scope of service:	All middle schools & pilot elementary schools		Scope of service:	All middle schools	
<input type="checkbox"/> ALL			<input type="checkbox"/> ALL		
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: Specify) <u>Students with special needs</u>			OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Students with Special Needs</u>		



OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
2.5 Provide intervention for identified students during and beyond the school day.		\$125,000 Supplemental \$35,000 Title III	<input checked="" type="checkbox"/> Identified EL students at all seven elementary schools participated in an after school writing intervention program. <input checked="" type="checkbox"/> Identified middle school students participated in a variety of intervention classes during the school day. <input checked="" type="checkbox"/> Tutorial hours were provided to support students referred to the Student Study Team.		\$99,287 Supplemental \$44,924
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<input type="checkbox"/> ALL			<input type="checkbox"/> ALL		
OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Students with Special Needs</u>			OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups:(Specify) <u>Students with Special Needs</u>		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		One action was updated to better reflect District signature practices and programs.			
Original GOAL 3 from prior year LCAP:	To support academic success, all parents will be engaged and play an active role in the school community.		Related State and/or Local Priorities: 1__ 2__ 3_ <u>X</u> 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____		
Goal Applies to:	Schools:	All			
	Applicable Pupil Subgroups:	All			

<p>Expected Annual Measurable Outcomes:</p>	<p>Metric: Parental Involvement: Number of opportunities for parents to participate in District and school programs</p> <p>There will be increased participation in established parent groups and parent education workshops through multi-pronged, communication outreach (flyers, website, social media, Parent Link).</p>	<p>Actual Annual Measurable Outcomes:</p>	<p>Metric: Number of opportunities for parents to participate in District and school programs</p> <ul style="list-style-type: none"> <li>✓ There was a minimum of 150 opportunities for parents to participate in programs at all 10 school sites (increased from 140).</li> <li>✓ The number of opportunities for parents to participate in District programs increased from a minimum of 27 in 2014/15 to a minimum of 67 in 2015/16. Many of these were also available to the community.</li> </ul>
<p><b>LCAP Year: 2015-16</b></p>			
<p>Planned Actions/Services</p>		<p>Actual Actions/Services</p>	
	<p>Budgeted Expenditures</p>		<p>Estimated Actual Annual Expenditures</p>
<p>3.1 Provide parent training to support engagement, involvement, and student achievement.</p>	<p>\$30,000 Supplemental</p>	<ul style="list-style-type: none"> <li>✓ The first meeting of the SSC, DAC, ELAC, and DELAC include parent training.</li> <li>✓ Elementary parents were provided training opportunities to support achievement in reading and math through the Community Volunteer Academy program.</li> </ul>	<p>\$30,000 Supplemental</p>
<p>Scope of service:</p>	<p>All schools district wide</p>	<p>Scope of service:</p>	<p>All schools district wide</p>
<p><u>  X  </u> ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>		<p><u>  X  </u> ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____</p>	



<p>3.2 Utilize technology, social media, and newsletters to inform parents, promote involvement, and solicit input.</p>	<p>104,000 Base 8,000 Title I</p>	<ul style="list-style-type: none"> <li>✓ In 2015/16 the Website and Social Media Technician built websites for all 10 schools and regularly communicated with the community via Facebook, Twitter, and website news items about school and District activities and opportunities for input.</li> <li>✓ The Superintendent published Constant Contact eNewsletters on a regular basis to inform parents and the community, as well as to distribute an annual parent survey.</li> <li>✓ Principals regularly sent messages to families through Parent Link (mass phone calls, emails, and text messages).</li> <li>✓ The Aeries, Illuminate, and School Loop parent portals were utilized to engage and inform parents about attendance (Aeries only) and grades.</li> </ul>	<p>\$47,455 Base \$14,939 Title I</p>	
<p>Scope of service:</p>	<p>All schools district wide</p>	<p>Scope of service:</p>	<p>All schools district wide</p>	
<p><u>  </u>X<u>  </u>ALL OR: <u>  </u>Low Income pupils <u>  </u>English Learners <u>  </u>Foster Youth <u>  </u>Redesignated fluent English proficient <u>  </u>Other Subgroups:(Specify)_____</p>		<p><u>  </u>X<u>  </u>ALL OR: <u>  </u>Low Income pupils <u>  </u>English Learners <u>  </u>Foster Youth <u>  </u>Redesignated fluent English proficient <u>  </u>Other Subgroups:(Specify)_____</p>		
<p>3.3 Continue to provide a bilingual Community Liaison to support parent outreach.</p>	<p>\$47,000 Supplemental</p>	<p>An 11-month, 40 hours/week Vietnamese Community Liaison provided parent support in the 2015/16 school year.</p>	<p>\$62,966 Supplemental</p>	
<p>Scope of service:</p>	<p>All schools district wide</p>	<p>Scope of service:</p>	<p>All schools district wide</p>	
<p><u>  </u>ALL</p>		<p><u>  </u>ALL</p>		

<p>OR:  <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Vietnamese speaking parents</u></p>		<p>OR:  <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners  <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient  <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Vietnamese speaking parents</u></p>	
<p>3.4 Continue to provide opportunities to seek parent input from parents of unduplicated pupils including those with special needs (DAC, DELAC, and CAC).</p>	<p>\$0</p>	<ul style="list-style-type: none"> <li>✓ All 10 schools have School Site Councils (SSC) that meet a minimum of three times a year to provide input at the school level. The SSC members select a representative for the District Advisory Committee (DAC). The DAC meets a minimum of two times per year.</li> <li>✓ Schools that have at least 21 English learners have an English Learner Advisory Committee (ELAC) that meets a minimum of three times per year. The members of the ELAC select a representative for the District English Learner Advisory Committee (DELAC).</li> <li>✓ DAC and DELAC members participated in three (DAC) to five (DELAC) meetings providing input and suggestions on EL parent notification, the reclassification criteria, the EL Program and LCAP.</li> <li>✓ Parents of ELs and Title I students had the opportunity to provide input through annual surveys.</li> <li>✓ The Community Advisory Committee (CAC) was combined with SELPA WOCCSE Districts. In 2015-2016, they established Board members and created the Local Plan Implementation.</li> </ul>	<p>\$0</p>
<p>Scope of service:</p>	<p>All schools district wide</p>	<p>Scope of service:</p>	<p>All schools district wide</p>
<p><input type="checkbox"/> ALL</p>		<p><input type="checkbox"/> ALL</p>	

OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with special needs.</u>		OR: <input checked="" type="checkbox"/> Low Income pupils <input checked="" type="checkbox"/> English Learners <input checked="" type="checkbox"/> Foster Youth <input checked="" type="checkbox"/> Redesignated fluent English proficient <input checked="" type="checkbox"/> Other Subgroups: (Specify) <u>Students with special needs.</u>	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	<ul style="list-style-type: none"> <li>✓ Two actions were revised. One to improve clarity and the other based on the input from stakeholders.</li> <li>✓ One new action was created that linked the middle school counselors to parent training on college and career goals.</li> </ul>		
Original GOAL 4 from prior year LCAP:	To support academic success, students will have access to a safe, supportive, and nurturing environment that promotes engagement and school connectedness.		Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5 <input checked="" type="checkbox"/> 6__ 7 <input checked="" type="checkbox"/> 8__ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools:	All	
	Applicable Pupil Subgroups:	All	
Expected Annual Measurable Outcomes:	Metrics: 1. School Climate: Suspension rates, expulsion rates, and climate surveys. 2. Pupil Engagement: Middle School dropout rates, attendance rates and chronic absenteeism rates  The number of students suspended district wide will decrease by 10%. The number of students who are identified as chronically absent will decrease by 5%.	Actual Annual Measurable Outcomes:	1. Metric: Pupil suspension and expulsion rates ✓ The number of students suspended decreased from 108 in 2014/15 to 71 in 2015/16 (as of May 31, 2016). ✓ One student was expelled in 2015/16.  2. Metric: Middle School Dropout Rate: 0%  3. Metric: Attendance rates and chronic absenteeism rates ✓ The District attendance rate remained virtually unchanged from 2014/15 (97.06%) to 2015/16 (96.91% as of May 31, 2016). Three schools improved their rates. ✓ Chronic absenteeism rates increased from 3.27% to 4.76% (as of May 31, 2016).

LCAP Year: 2015-16					
Planned Actions/Services		Actual Actions/Services			
		Budgeted Expenditures			Estimated Actual Annual Expenditures
4.1 Inform parents of student absences and communicate the legal requirements of school attendance and implications of chronic absenteeism.		\$15,000 Base \$5,000 Supplemental	<input checked="" type="checkbox"/> More students in 2015/16 referred to SARB for intervention prior to December 2015 than previous year <input checked="" type="checkbox"/> SART contracts consistently initiated at school sites		\$14,078 Base \$5,000 Supplemental
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
4.2 Utilize the School Attendance Review Board (SARB) process to address student attendance concerns.		\$0	SARB referrals greatly improved attendance - 100% of students have almost perfect attendance since SARB appointment		\$0
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
4.3 Provide students with wrap around supports including health services and school counseling.		\$119,000 Base \$85,000 Supplemental	<input checked="" type="checkbox"/> Health services increased to 3.5 FTE <input checked="" type="checkbox"/> Counseling services increased to 2.0 FTE		\$143,174 Base \$102,614 Supplemental

Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<u>X</u> ALL			<u>X</u> ALL		
OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____			OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____		
4.4 Implement a consistent district wide approach for supporting student behavior, including alternatives to suspensions and expulsions, and communicate the plan to stakeholders.		\$0	<ul style="list-style-type: none"> <li>✓ Middle schools use Restorative Practices en lieu of or in addition to suspensions.</li> <li>✓ All psychologists and counselors trained in Restorative Practices.</li> <li>✓ Anti-Tobacco Policy initiated.</li> <li>✓ Brief Intervention sessions scheduled monthly at middle schools.</li> </ul>		\$0
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<u>X</u> ALL			<u>X</u> ALL		
OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____			OR: ___Low Income pupils ___English Learners ___Foster Youth ___Redesignated fluent English proficient ___Other Subgroups:(Specify)_____		
4.5 Provide professional development for staff to support appropriate student behavior.		\$2,000 Base	<ul style="list-style-type: none"> <li>✓ Decreased numbers of behavioral emergencies at sites with behavior-based classrooms.</li> <li>✓ Increased student education versus punitive consequences for violations.</li> </ul>		\$2,000 Base
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<u>X</u> ALL			<u>X</u> ALL		

OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
4.6 Work with student focus groups to identify strategies that will promote student engagement and school connectedness.		\$0	<ul style="list-style-type: none"> <li>✓ Middle school staff trained in <i>Visible Learning</i> that included methods to analyze and improve student engagement and school connectedness.</li> <li>✓ Student focus group data collected as a result of <i>Visible Learning</i> to create goals at each middle school site.</li> </ul>		\$0
Scope of service:	All schools district wide		Scope of service:	All middle schools district wide	
<u>X</u> ALL			<u>X</u> ALL		
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		<p>Two actions were revised and three new were created.</p> <ul style="list-style-type: none"> <li>✓ Counseling was removed from an existing action and was the focus of two new actions.</li> <li>✓ One action was carried over to a second year in order to solicit elementary input and expand input from middle school student focus groups.</li> <li>✓ One new action was created that focused on leadership capacity within the District.</li> <li>✓ One action was deleted as an independent action and combined with another to reflect the actions directed towards student attendance.</li> </ul>			

Original GOAL 5 from prior	Provide the necessary technology hardware and infrastructure for the implementation of the CCSS and Smarter Balanced assessments including personnel to provide	Related State and/or Local Priorities:	
		1__ 2_X 3__ 4__ 5__ 6__ 7__ 8__	
		COE only: 9__ 10__	

year LCAP:		technical support.		Local : Specify _____	
Goal Applies to:		Schools: All			
		Applicable Pupil Subgroups: All			
Expected Annual Measurable Outcomes:	<p>Metrics: Basic Services: Facilities Inspection Tool (FIT) and SARCs</p> <p>All students will have the opportunity to learn in well-maintained facilities that support a 21<sup>st</sup> Century education.</p>	Actual Annual Measurable Outcomes:	<p>Metric: FIT and SARCs All facilities are safe and clean.</p>		
<b>LCAP Year: 2015-16</b>					
Planned Actions/Services			Actual Actions/Services		
		Budgeted Expenditures			Estimated Actual Annual Expenditures
5.1 Provide appropriate custodial staffing and services to ensure District facilities are clean and well maintained.		\$78,000 Base	All school facilities were evaluated with the FIT. "Good" Repair Status in all areas resulted in Exemplary Overall Ratings at all schools.		\$78,000 Base
Scope of service:	All schools district wide		Scope of service:	All schools district wide	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____			OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		

<p>5.2 The Facilities Committee will provide input on the development of a deferred maintenance plan and identify strategies for increasing airflow in classrooms.</p>	<p>\$0</p>	<ul style="list-style-type: none"> <li>✓ The TTG report, outlining three possible solutions for enhancing air quality and climate in FVSD classrooms, was completed and presented to the Board of Trustees in July.</li> <li>✓ The Facilities Committee, recommended to the Board of Trustee, that the District pursue the development of a Facilities Master Plan.</li> <li>✓ The Board took action to contract with LPA, Inc., an architectural and planning firm, to assist in the development of a long-range District Facilities Master Plan.</li> <li>✓ LPA facilitated a kick-off meeting with the Facilities Committee on January 19th.</li> <li>✓ LPA conducted five meetings with the Facilities Master Plan Committee.</li> <li>✓ Five Board of Trustee workshops were held regarding facilities.</li> <li>✓ LPA walked all 10 sites and held two site team meetings to solicit stakeholder input.</li> <li>✓ LPA conducted a principal survey and teacher survey.</li> <li>✓ In May, four Community Engagement meetings were held regarding facilities.</li> </ul>	<p>\$0</p>
<p>Scope of service:</p>	<p>All schools district wide</p>	<p>Scope of service:</p>	<p>All schools district wide</p>
<p><input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>		<p><input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____</p>	
<p>5.3 Provide and maintain the infrastructure to support instructional technology</p>	<p>\$63,000 Base \$23,000 Supplemental</p>	<ul style="list-style-type: none"> <li>✓ A new next generation Firewall was deployed.</li> <li>✓ Wireless access points will be installed in every classroom, increasing capacity from 176 to 335.</li> </ul>	<p>\$29,580 Base \$23,000 Supplemental</p>



Scope of service:	All Schools District wide		Scope of service:	All Schools District wide	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		Two actions were revised and one new one was created because the action was met. The Facilities Master Plan was developed in 2015/16, one year sooner than expected. An action was crafted to implement the prioritized recommendations and the deferred maintenance plan was revised to reflect the Facilities Master Plan.			

**Section 3: Use of Supplemental and Concentration Grant funds and Proportionality**

A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).

Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district’s goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated:	\$2,389,181
<p>Fountain Valley School District is committed to providing students with an effective, high quality core instructional program. FVSD’s LCAP has been designed with the philosophy that there is no single factor more critical to ensuring high levels of learning for all students, especially low income, English learners, foster youth, students with disabilities and other high needs students, than the delivery of “best” first instruction by a highly skilled teacher. In fact, study after study continues to find that school-wide initiatives that systematically build consistent practices with teachers are the best way to improve learning outcomes for all students (Fullan, 2014; Hattie, 2012; Odden 2011; Schmoker, 2011). At both the district and site levels, we will be allocating significant funds for professional development, coaching, collaboration, instructional observations and training in the District’s Signature Practices, leading to improved instructional practices and strategies for every teacher. These efforts demonstrate an increase in both spending and quality of service for our students. And while it could be argued that all students proportionally benefit from expert teachers, we know, unequivocally, that low income, English learner, foster youth and any non-proficient or underperforming student makes significantly greater gains in learning when taught by an expert teacher.</p> <p>Given the pattern of District enrollment of unduplicated and other high needs students, increased services are provided district wide. Our English learners, low income students, foster youth, students with disabilities, and other high needs students are enrolled in all 10 schools to varying degrees. In order to meet their needs, services are most effectively administered district wide. In support of English learners, low income students, foster youth, students with disabilities, and other high needs students, the District will spend an estimated \$2,389,181 in 2016/17 on supplemental services in the following areas:</p> <ul style="list-style-type: none"> <li>✓ <b>Extended learning opportunities</b> to support development of English language proficiency and achievement in English/language arts and mathematics – “It is widely agreed that many students need more time for learning, and that additional time for learning needs to happen in enriching and engaging ways. High quality after school and summer programs can be particularly effective at engaging students who have not succeeded in school ...” <i>A Blueprint for Great Schools</i>. Tom Torlakson, SPI, Transition Advisory Team Report, 2011.</li> <li>✓ A “push-in” service delivery model for primary language support and specialized instruction (<b>Co-teaching</b>) that ensures course access –</li> </ul>	

“Schools in which teachers collaborate have seen increased student achievement (McLesky & Waldron, 2007); students in co-taught general education classes have been found to achieve higher than those in non-co-taught classes (McDuffie, Mastronpieri, & Scruggs, 2009) ...” Lynne Cook, PhD, CSU Dominguez Hills. California Services for Technical Assistance and Training (CalSTAT) Technical Assistance and Training website, June 2011.

- ✓ **Health services** – “Rigorous research confirms the clear connection between health status and academic achievement. We know that healthy children miss fewer days of school, are more attentive, and are better behaved.” *A Blueprint for Great Schools*. Tom Torlakson, SPI, Transition Advisory Team Report, 2011.
- ✓ **School library services** – “More than 60 research studies throughout the nation, from Alaska to North Carolina to California, have shown that students in schools with good school libraries learn more, get better grades, and score higher on standardized tests than their peers in schools without libraries.” *Model School Library Standards for California Public Schools*. California Department of Education, 2011.
- ✓ **School counselors** – “Mental health is as important as physical health to children’s quality of life and directly impacts their learning and development. Children cannot learn effectively if they are struggling with a mental health problem, such as depression, or feel overwhelmed by academic, social, or family pressures.” *Removing Barriers to Learning and Improving Student Outcomes: The Importance of School-Based Mental Health Services* American Counseling Association, American School Counselor Association, National Association of School Psychologists, School Social Work Association of America.
- ✓ **Assessment and data analysis** in English language proficiency, English/language arts, and mathematics – “Formative assessment is a deliberate process used by teachers with students during instruction that provides actionable feedback that is used to adjust teaching and learning strategy to improve students’ attainment of learning targets and goals.” *Formative Assessment Process – FAQs*. California Department of Education website, 2014.
- ✓ Music instruction, which provides elementary **teachers** with **release time** to **analyze student achievement data** and plan instruction to address identified student needs – “Nations that currently lead the world in international rankings of student achievement, such as Finland, South Korea and Singapore, attribute their success to substantial investments in teacher and school leader preparation and development. In these and other top-ranked nations, critical initiatives have taken the form of: ... Ongoing professional learning embedded in 15 to 25 hours a week of planning and collaboration time at school, plus an additional two to four weeks of professional learning time to attend institutes and seminars, visit other schools and classrooms, conduct action research and lesson studies ...” *Greatness by Design: Supporting Outstanding Teaching to Sustain a Golden State*. A Report by State Superintendent of Public Instruction Tom Torlakson’s Task Force on Educator Excellence, September 2012.
- ✓ **Instructional technology** (hardware, software, and annual service agreements) and wireless connectivity to support student learning – “... the Transition’s Team recommendations envision a future in which every California student has access to a comprehensive, developmentally appropriate curriculum that prepares them to be college and career-ready ... This technology – supported curriculum enables students to develop deep understanding within and across disciplines, complex thinking and performance skills, a global perspective, and the capacity for inquiry and independent learning.” *A Blueprint for Great Schools*. Tom Torlakson, SPI, Transition Advisory Team Report, 2011.
- ✓ **Parent engagement, involvement**, and education to support increased levels of student achievement - “Parent involvement at home and at school has a measurable impact on student performance in school, and is particularly important for English learners and students from low-income families. Parent involvement is related to improved student behavior in school and better attitudes about schoolwork generally.” *The Power of Parents: Research underscores the impact of parent involvement in schools*. EdSource, February 2014.

B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). An LEA shall describe how the proportionality percentage is met using a quantitative and/or qualitative description of the increased and/or improved services for unduplicated pupils as compared to the services provided to all pupils.

5.31	%
<p>California Education Code requires increased or improved services for unduplicated students in proportion to increased supplemental funding. For Fountain Valley School District the proportionality percentage is 5.31%. The services below exceed this requirement and reflect the District's commitment to improve student achievement:</p> <ul style="list-style-type: none"> <li>✓ <b>Certificated professional development and collaboration:</b> Improved student outcomes on Smarter Balanced assessments              All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met in:              English Language Arts/Literacy              All: CA 44% vs. FVSD 69%              Low Income: CA 31% vs. FVSD 55%              EL: CA 11% vs. FVSD 43%              Students with Disability: CA 12% vs. FVSD 24%</li>   <li>Mathematics              All: CA 33% vs. FVSD 63%              Low Income: CA 21% vs. FVSD 47%              EL: CA 11% vs. FVSD 48%              Students with Disability: CA 9% vs. FVSD 21%</li>   <li>✓ <b>Music instruction access and release time for elementary teachers:</b> Increased services from 3.0 FTE to 5.0 FTE certificated music teachers</li>   <li>✓ <b>Library program and informational text supplemental resources:</b> Increased access to informational text based on site identified need and improved student outcomes on Smarter Balanced assessments in English Language Arts/Literacy              All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met:              All: CA 44% vs. FVSD 69%              Low Income: CA 31% vs. FVSD 55%</li> </ul>	

EL: CA 11% vs. FVSD 43%  
 Students with Disability: CA 12% vs. FVSD 24%

- ✓ Identification of students for participation in supplemental services: Increased universal literacy screeners from grades TK-5 to TK-6 and improved student outcomes on Smarter Balanced assessments in English Language Arts/Literacy  
 All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met:  
 All: CA 44% vs. FVSD 69%  
 Low Income: CA 31% vs. FVSD 55%  
 EL: CA 11% vs. FVSD 43%  
 Students with Disability: CA 12% vs. FVSD 24%
  
- ✓ Coordinated English learner services including newcomer and primary language supports: Improved student outcomes from 2014/15 to 2015/16 on CELDT  
 Title III AMAO 1: 82.6% to 83.8%, exceeding the Federal requirement of 60.5%  
 Title III AMAO 2 Less than 5 Years: 55.8% to 57.7%, exceeding the Federal requirement of 24.2%  
 Title III AMAO 2 More than 5 Years: 79.9% to 82.8%, exceeding the Federal requirement of 50.9%
  
- ✓ Co-teaching service delivery model: Improved student outcomes on Smarter Balanced assessment:  
 Students with Disability in FVSD exceeded State averages for Standard Exceeded and Standard Met in:  
 English Language Arts/Literacy: CA 12% vs. FVSD 24%  
 Mathematics: CA 9% vs. FVSD 21%
  
- ✓ District signature practices including, but not limited to,
  - Differentiated instruction: Improved student outcomes on Smarter Balanced assessment  
 All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met in:  
 English Language Arts/Literacy  
 All: CA 44% vs. FVSD 69%  
 Low Income: CA 31% vs. FVSD 55%  
 EL: CA 11% vs. FVSD 43%  
 Students with Disability: CA 12% vs. FVSD 24%
  
  - Mathematics  
 All: CA 33% vs. FVSD 63%  
 Low Income: CA 21% vs. FVSD 47%  
 EL: CA 11% vs. FVSD 48%  
 Students with Disability: CA 9% vs. FVSD 21%

- *ST Math*: Improved student outcomes on Smarter Balanced assessment  
All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met in Mathematics  
All: CA 33% vs. FVSD 63%  
Low Income: CA 21% vs. FVSD 47%  
EL: CA 11% vs. FVSD 48%  
Students with Disability: CA 9% vs. FVSD 21%
- ✓ Disaggregating student achievement data to identify and meet student needs: Improved services by identifying students who require additional programs and services to meet grade level standards
- ✓ Intervention during and beyond the school day:
  - Improved student outcomes from 2014/15 to 2015/16 on CELDT  
Title III AMAO 1: 82.6% to 83.8%, exceeding the Federal requirement of 60.5%  
Title III AMAO 2 Less than 5 Years: 55.8% to 57.7%, exceeding the Federal requirement of 24.2%  
Title III AMAO 2 More than 5 Years: 79.9% to 82.8%, exceeding the Federal requirement of 50.9%
  - Improved student outcomes on Smarter Balanced assessment  
All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met in:  
English Language Arts/Literacy  
All: CA 44% vs. FVSD 69%  
Low Income: CA 31% vs. FVSD 55%  
EL: CA 11% vs. FVSD 43%  
Students with Disability: CA 12% vs. FVSD 24%
  
  - Mathematics  
All: CA 33% vs. FVSD 63%  
Low Income: CA 21% vs. FVSD 47%  
EL: CA 11% vs. FVSD 48%  
Students with Disability: CA 9% vs. FVSD 21%
- ✓ Parent trainings, communication efforts, and designated staff (Community Liaison):
  - Improved student outcomes from 2014/15 to 2015/16 on CELDT  
Title III AMAO 1: 82.6% to 83.8%, exceeding the Federal requirement of 60.5%  
Title III AMAO 2 Less than 5 Years: 55.8% to 57.7%, exceeding the Federal requirement of 24.2%  
Title III AMAO 2 More than 5 Years: 79.9% to 82.8%, exceeding the Federal requirement of 50.9%

○ Improved student outcomes on Smarter Balanced assessment

All students and subgroups in FVSD exceeded State averages for Standard Exceeded and Standard Met in:

English Language Arts/Literacy

All: CA 44% vs. FVSD 69%

Low Income: CA 31% vs. FVSD 55%

EL: CA 11% vs. FVSD 43%

Students with Disability: CA 12% vs. FVSD 24%

Mathematics

All: CA 33% vs. FVSD 63%

Low Income: CA 21% vs. FVSD 47%

EL: CA 11% vs. FVSD 48%

Students with Disability: CA 9% vs. FVSD 21%

✓ Counseling services: Increased counselors from 1.6 FTE to 2.0 FTE

✓ Health services: Increased credentialed nurses from 3.0 FTE to 3.5 FTE

NOTE: Authority cited: Sections 42238.07 and 52064, Education Code. Reference: Sections 2574, 2575, 42238.01, 42238.02, 42238.03, 42238.07, 47605, 47605.5, 47606.5, 48926, 52052, 52060-52077, and 64001, Education Code; 20 U.S.C. Section 6312.

**LOCAL CONTROL AND ACCOUNTABILITY PLAN AND ANNUAL UPDATE APPENDIX**

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(a) "Chronic absenteeism rate" shall be calculated as follows:

- (1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where "chronic absentee" means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

- (1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

- (1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.
- (2) The total number of cohort members.
- (3) Divide (1) by (2).



(e) "Suspension rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

- (1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).
- (2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).
- (3) Divide (1) by (2).

Appendix A  
2015/2016 LCAP Annual Update & Revision

Date	Group	Purpose
Jan. 21, 2016	LCAP Leadership Work Team	<ul style="list-style-type: none"> <li>✓ New Member Orientation</li> <li>✓ Review 15/16 Progress</li> <li>✓ Review and Revise 15/16 Goals &amp; Actions</li> </ul>
Feb. 9, 2016	Leadership Team Meeting	<ul style="list-style-type: none"> <li>✓ Input on Goals and Actions</li> </ul>
Feb. 23, 2016	LCAP Leadership Work Team	<ul style="list-style-type: none"> <li>✓ Review Revised 15/16 Goals &amp; Actions</li> <li>✓ Input on New Actions</li> </ul>
March, 2016	Middle School	Student Input
March, 2016	Elementary & Middle School Parents	Constant Contact Survey
Mar. 10, 2016	Board of Trustees	<ul style="list-style-type: none"> <li>✓ Process Update</li> </ul>
Mar. 14, 2016	English Learner Coordinators	<ul style="list-style-type: none"> <li>✓ Input on Goals &amp; Actions</li> </ul>
Mar. 16, 2016	District Advisory Committee/District English Language Advisory Committee	<ul style="list-style-type: none"> <li>✓ Review 15/16 Progress</li> <li>✓ Input on Goals &amp; Actions</li> </ul>
Mar. 16, 2016	Superintendent Parent Council	<ul style="list-style-type: none"> <li>✓ Input on Goals &amp; Actions</li> </ul>
Mar. 22, 2016	LCAP Leadership Work Team	<ul style="list-style-type: none"> <li>✓ Review Revised Actions</li> <li>✓ Review Input to Date</li> <li>✓ Review Draft LCAP</li> </ul>
Mar. 22, 2016	Community Forum	<ul style="list-style-type: none"> <li>✓ Review 15/16 Progress</li> <li>✓ Input on Goals &amp; Actions</li> </ul>
April, 2016	Elementary & Middle School Students	School Climate & Culture Survey
April 12, 2016	School Site Council - Courreges	<ul style="list-style-type: none"> <li>✓ Stakeholder Input</li> </ul>
April 12, 2016	School Site Council - Tamura	<ul style="list-style-type: none"> <li>✓ Stakeholder Input</li> </ul>
Apr. 12, 2016	Community Forum	<ul style="list-style-type: none"> <li>✓ Review 15/16 Progress</li> <li>✓ Input on Goals &amp; Actions</li> </ul>

Date	Group	Purpose
Apr. 14, 2016	Board of Trustees	<ul style="list-style-type: none"> <li>✓ Review 15/16 Progress</li> <li>✓ Review Goals &amp; Actions</li> </ul>
Apr. 15, 2016	Send Draft LCAP to Orange County Department of Education for Review	
April 25, 2016	School Site Council - Plavan	✓ Stakeholder Input
Apr. 26, 2016	Principal PLC	<ul style="list-style-type: none"> <li>✓ Review 15/16 Progress</li> <li>✓ Review Goals &amp; Actions</li> </ul>
Apr. 26, 2016	Community Forum	<ul style="list-style-type: none"> <li>✓ Review 15/16 Progress</li> <li>✓ Input on Goals &amp; Actions</li> </ul>
April 26, 2016	School Site Council - Newland	✓ Stakeholder Input
April 26, 2016	School Site Council - Talbert	✓ Stakeholder Input
April 27, 2016	School Site Council - Masuda	✓ Stakeholder Input
April 27, 2016	School Site Council - Oka	✓ Stakeholder Input
May 4, 2016	School Site Council - Cox	✓ Stakeholder Input
May 4, 2016	School Site Council - Gisler	✓ Stakeholder Input
May 5, 2016	School Site Council - Fulton	✓ Stakeholder Input
May 10, 2016	LCAP Leadership Work Team	Review "Final" Draft LCAP
May 11, 2016	District Advisory Committee/District English Language Advisory Committee	<ul style="list-style-type: none"> <li>✓ Review "Final" Draft LCAP</li> <li>✓ Document Questions for Superintendent Response</li> </ul>
May 25, 2016	OCDE Conference Call	Recommendations
May 31 - June 8, 2016	Draft LCAP posted to website	
June 16, 2016	Board of Trustees	Public Hearing
June 30, 2016	Board of Trustees	LCAP Approval

Appendix B  
2015/2016 LCAP Sample Evidence of Progress

Fountain Valley School District

## 2014/15 Smarter Balanced Assessment Results

The Smarter Balanced Assessments are comprehensive, end-of-year assessments of grade-level learning aligned with the California State Standards that measure progress toward college and career readiness. Each test, English language arts/literacy (ELA) and mathematics is comprised of a computer adaptive test and a performance task. The results that follow were accessed from the California Assessment of Student Performance and Progress (CAASPP) website ([caaspp.cde.ca.gov/sb2015](http://caaspp.cde.ca.gov/sb2015)) and released to the public fall 2015.

In the Smarter Balanced Assessment system there are four levels that describe mastery of the standards for **each student's grade level**. The four levels are:

Level 4 – Standard Exceeded (student demonstrated advanced mastery of grade level standards)

Level 3 – Standard Met (student demonstrated mastery of grade level standards)

Level 2 – Standard Nearly Met (student performance demonstrated near mastery of grade level standards)

Level 1 – Standard Not Met (student did not demonstrate mastery of grade level standards)

CA – California

OC – Orange County

FVSD – Fountain Valley School District

### SBAC Averages

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
4	Standard Exceeded	16%	23%	30%	14%	22%	33%
3	Standard Met	28%	30%	39%	19%	23%	30%
2	Standard Nearly Met	25%	23%	20%	29%	27%	25%
1	Standard Not Met	31%	24%	11%	38%	29%	13%
3 & 4	Total Standards Exceeded/Met	44%	53%	69%	33%	45%	63%

## English Language Arts/Literacy

### District Summary

Level	Grade Level	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
		Number Tested	598	681	726	739	795
4	Standard Exceeded	33%	35%	32%	25%	28%	27%
3	Standard Met	30%	31%	40%	38%	44%	47%
2	Standard Nearly Met	23%	18%	15%	24%	19%	19%
1	Standard Not Met	14%	16%	13%	12%	9%	6%

3 & 4	Total Standards Exceeded/Met	63%	66%	72%	63%	72%	74%
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### 3<sup>rd</sup> Grade

Level		CA	OC	FVSD	Courreges	Cox	Gisler	Newland	Oka	Plavan	Tamura
		Number Tested	n/a	n/a	598	116	103	79	68	55	78
4	Standard Exceeded	18%	24%	33%	40%	28%	32%	34%	35%	28%	33%
3	Standard Met	20%	22%	30%	33%	32%	33%	25%	25%	28%	28%
2	Standard Nearly Met	26%	24%	23%	18%	21%	23%	22%	29%	24%	29%
1	Standard Not Met	36%	30%	14%	9%	19%	13%	18%	11%	19%	9%

3 & 4	Total Standards Exceeded/Met	38%	46%	63%	73%	60%	65%	59%	60%	56%	61%
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### 4<sup>th</sup> Grade

Level		CA	OC	FVSD	Courreges	Cox	Gisler	Newland	Oka	Plavan	Tamura
		Number Tested	n/a	n/a	681	126	117	100	61	78	95
4	Standard Exceeded	19%	26%	35%	37%	27%	33%	51%	32%	40%	35%
3	Standard Met	21%	23%	31%	26%	32%	34%	39%	31%	25%	34%
2	Standard Nearly Met	21%	20%	18%	20%	21%	20%	8%	21%	15%	19%
1	Standard Not Met	39%	32%	16%	17%	21%	14%	2%	17%	20%	13%

3 & 4	Total Standards Exceeded/Met	40%	49%	66%	63%	59%	67%	90%	63%	65%	69%
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### 5<sup>th</sup> Grade

Level		CA	OC	FVSD	Courreges	Cox	Gisler	Newland	Oka	Plavan	Tamura
		Number Tested	n/a	n/a	726	138	160	98	60	80	91
4	Standard Exceeded	17%	24%	32%	38%	26%	33%	45%	29%	25%	33%
3	Standard Met	27%	29%	40%	42%	43%	39%	38%	34%	32%	43%
2	Standard Nearly Met	21%	19%	15%	14%	12%	16%	8%	21%	24%	13%
1	Standard Not Met	34%	27%	13%	7%	19%	11%	8%	16%	19%	10%

3 & 4	Total Standards Exceeded/Met	38%	53%	72%	80%	69%	72%	83%	63%	57%	76%
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**6<sup>th</sup> Grade**

Level		CA	OC	FVSD	Fulton	Masuda	Talbert
	Number Tested	n/a	n/a	739	251	250	237
4	Standard Exceeded	13%	20%	25%	35%	21%	20%
3	Standard Met	29%	33%	38%	43%	29%	43%
2	Standard Nearly Met	29%	26%	24%	16%	33%	25%
1	Standard Not Met	28%	21%	12%	6%	17%	12%

3 & 4	Total Standards Exceeded/Met	42%	53%	63%	78%	50%	63%
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**7<sup>th</sup> Grade**

Level		CA	OC	FVSD	Fulton	Masuda	Talbert
	Number Tested	n/a	n/a	795	287	283	225
4	Standard Exceeded	12%	19%	28%	37%	25%	22%
3	Standard Met	32%	35%	44%	47%	44%	39%
2	Standard Nearly Met	25%	23%	19%	13%	19%	27%
1	Standard Not Met	31%	24%	9%	4%	12%	13%

3 & 4	Total Standards Exceeded/Met	43%	54%	72%	84%	69%	61%
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**8<sup>th</sup> Grade**

Level		CA	OC	FVSD	Fulton	Masuda	Talbert
	Number Tested	n/a	n/a	742	243	243	255
4	Standard Exceeded	12%	23%	27%	36%	20%	26%
3	Standard Met	33%	30%	47%	46%	51%	44%
2	Standard Nearly Met	29%	23%	19%	16%	20%	23%
1	Standard Not Met	26%	24%	6%	2%	9%	7%

3 & 4	Total Standards Exceeded/Met	45%	53%	74%	82%	71%	70%
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# Mathematics

## District Summary

Level	Grade Level	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
		Number Tested	596	683	726	739	795
4	Standard Exceeded	33%	26%	32%	31%	39%	35%
3	Standard Met	38%	37%	25%	32%	27%	22%
2	Standard Nearly Met	18%	28%	30%	24%	22%	27%
1	Standard Not Met	11%	9%	14%	13%	12%	16%
3 & 4	Total Standards Exceeded/Met	71%	63%	57%	63%	66%	57%

## 3<sup>rd</sup> Grade

Level		CA	OC	FVSD	Courreges	Cox	Gisler	Newland	Oka	Plavan	Tamura
	Number Tested	n/a	n/a	596	116	102	78	66	55	78	98
4	Standard Exceeded	14%	21%	33%	44%	32%	32%	30%	24%	29%	32%
3	Standard Met	26%	30%	38%	34%	33%	36%	36%	38%	40%	47%
2	Standard Nearly Met	27%	24%	18%	18%	22%	19%	12%	27%	15%	15%
1	Standard Not Met	33%	26%	11%	3%	13%	13%	21%	11%	15%	6%
3 & 4	Total Standards Exceeded/Met	40%	51%	71%	78%	65%	68%	66%	62%	69%	79%

## 4<sup>th</sup> Grade

Level		CA	OC	FVSD	Courreges	Cox	Gisler	Newland	Oka	Plavan	Tamura
	Number Tested	n/a	n/a	655	125	117	100	61	78	95	78
4	Standard Exceeded	13%	19%	26%	29%	21%	24%	39%	28%	21%	24%
3	Standard Met	22%	26%	37%	33%	32%	39%	44%	33%	43%	37%
2	Standard Nearly Met	35%	32%	28%	32%	33%	25%	16%	27%	26%	31%
1	Standard Not Met	31%	22%	9%	6%	14%	12%	0%	12%	9%	8%
3 & 4	Total Standards Exceeded/Met	35%	45%	63%	62%	53%	63%	83%	61%	64%	61%

## 5<sup>th</sup> Grade

Level		CA	OC	FVSD	Courreges	Cox	Gisler	Newland	Oka	Plavan	Tamura
	Number Tested	n/a	n/a	725	138	160	97	60	80	91	99
4	Standard Exceeded	15%	22%	32%	42%	28%	28%	33%	24%	38%	26%
3	Standard Met	15%	18%	25%	21%	24%	21%	28%	29%	24%	31%
2	Standard Nearly Met	29%	28%	30%	28%	29%	39%	25%	29%	22%	35%
1	Standard Not Met	41%	32%	14%	9%	19%	12%	13%	19%	15%	7%
3 & 4	Total Standards Exceeded/Met	30%	40%	57%	63%	52%	49%	61%	53%	62%	57%

**6<sup>th</sup> Grade**

Level		CA	OC	FVSD	Fulton	Masuda	Talbert
	Number Tested	n/a	n/a	739	251	250	234
4	Standard Exceeded	15%	24%	31%	43%	30%	18%
3	Standard Met	18%	21%	32%	32%	29%	37%
2	Standard Nearly Met	31%	28%	24%	15%	26%	32%
1	Standard Not Met	36%	27%	13%	10%	15%	14%

3 & 4	Total Standards Exceeded/Met	33%	45%	63%	75%	59%	55%
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**7<sup>th</sup> Grade**

Level		CA	OC	FVSD	Fulton	Masuda	Talbert
	Number Tested	n/a	n/a	795	286	283	225
4	Standard Exceeded	15%	23%	39%	43%	40%	33%
3	Standard Met	19%	22%	27%	29%	27%	24%
2	Standard Nearly Met	29%	27%	22%	18%	23%	26%
1	Standard Not Met	37%	28%	12%	9%	11%	17%

3 & 4	Total Standards Exceeded/Met	34%	45%	66%	72%	67%	57%
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**8<sup>th</sup> Grade**

Level		CA	OC	FVSD	Fulton	Masuda	Talbert
	Number Tested	n/a	n/a	743	243	244	255
4	Standard Exceeded	16%	25%	35%	44%	36%	24%
3	Standard Met	17%	19%	22%	21%	25%	18%
2	Standard Nearly Met	26%	25%	27%	26%	26%	31%
1	Standard Not Met	41%	30%	16%	9%	13%	27%

3 & 4	Total Standards Exceeded/Met	33%	44%	57%	65%	61%	42%
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## Subgroup Performance

The achievement of all students, including those who have historically demonstrated academic struggle, is a high priority in FVSD. Due to the transition to SBAC, there is only one year of data. In order to evaluate achievement, a comparison between averages in FVSD, Orange County (OC), and California (CA) is below.

### Subgroups

Students with Disabilities  
Economically Disadvantaged/Low Income  
English Learner  
Reclassified English Proficient

### Ethnicities

Asian  
Hispanic/Latino  
White

### Students with Disabilities

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	360	n/a	n/a	360
4	Standard Exceeded	3%	6%	7%	3%	6%	10%
3	Standard Met	9%	12%	17%	6%	9%	11%
2	Standard Nearly Met	18%	19%	29%	16%	18%	28%
1	Standard Not Met	70%	63%	47%	75%	67%	51%
3 & 4	Total Standards Exceeded/Met	12%	18%	24%	9%	15%	21%

### Low Income

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	1062	n/a	n/a	1062
4	Standard Exceeded	8%	10%	21%	6%	9%	22%
3	Standard Met	23%	25%	34%	15%	17%	25%
2	Standard Nearly Met	28%	28%	25%	31%	31%	31%
1	Standard Not Met	41%	37%	20%	49%	43%	22%
3 & 4	Total Standards Exceeded/Met	31%	35%	55%	21%	26%	47%

### English Learner

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	452	n/a	n/a	453
4	Standard Exceeded	2%	3%	13%	3%	4%	19%
3	Standard Met	9%	10%	30%	8%	10%	29%
2	Standard Nearly Met	24%	26%	29%	24%	26%	32%
1	Standard Not Met	65%	60%	28%	65%	59%	21%
3 & 4	Total Standards Exceeded/Met	11%	13%	43%	11%	14%	48%

**Reclassified Fluent English Proficient**

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	547	n/a	n/a	547
4	Standard Exceeded	15%	22%	40%	14%	22%	51%
3	Standard Met	37%	39%	46%	22%	25%	28%
2	Standard Nearly Met	32%	27%	12%	35%	31%	17%
1	Standard Not Met	16%	12%	2%	29%	22%	4%
3 & 4	Total Standards Exceeded/Met	52%	61%	86%	36%	47%	79%

**Asian**

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	1595	n/a	n/a	1598
4	Standard Exceeded	40%	46%	39%	44%	50%	47%
3	Standard Met	32%	33%	39%	25%	27%	31%
2	Standard Nearly Met	16%	13%	15%	19%	16%	17%
1	Standard Not Met	12%	8%	7%	12%	7%	5%
3 & 4	Total Standards Exceeded/Met	72%	79%	78%	69%	77%	78%

**Hispanic/Latino**

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	655	n/a	n/a	653
4	Standard Exceeded	8%	9%	19%	6%	7%	17%
3	Standard Met	24%	25%	33%	15%	17%	24%
2	Standard Nearly Met	29%	29%	28%	31%	31%	34%
1	Standard Not Met	39%	38%	19%	48%	45%	25%
3 & 4	Total Standards Exceeded/Met	32%	34%	52%	21%	24%	41%

**White**

Level		ELA			Math		
		CA	OC	FVSD	CA	OC	FVSD
	Number Tested	n/a	n/a	1716	n/a	n/a	1715
4	Standard Exceeded	26%	33%	26%	22%	29%	27%
3	Standard Met	35%	38%	40%	27%	30%	30%
2	Standard Nearly Met	22%	19%	21%	28%	26%	28%
1	Standard Not Met	18%	11%	12%	23%	15%	15%
3 & 4	Total Standards Exceeded/Met	61%	71%	66%	49%	59%	57%

2015/16 Professional Development  
District and Site Release Days

ACTIVITY	DATE	NUMBER OF TEACHERS	CONSULTANT USED
Academic Vocabulary	9/4/2015	266	Kate Kinsella & Jennifer Finney-Ellison
Academic Vocabulary	9/25/2015	108	Jennifer Finney-Ellison
McGraw-Hill ~ CA Math (6-8)	9/4/2015	27	McGraw-Hill trainer
McGraw-Hill ~ CA Math (6-8)	9/25/2015	17	McGraw-Hill trainer
Houghton-Mifflin Math Expressions (K-5))	9/4/2015	146	Houghton-Mifflin trainer
Houghton-Mifflin Math Expressions (K-5)	9/25/2015	132	Houghton-Mifflin trainer
Math Collaboration/CGI (TK-2, including SDC)	9/25/2015	68	
CGI (TK-2) Courreges, Oka and Plavan	10/13/2015	31	
CGI (TK-2) Cox, Gisler, Newland and Tamura	10/14/2015	41	
CGI (TK-2) Evening Training	10/14/2015	46	Teri Malpass
CGI (TK-2) Evening Training	10/28/2015	21	Teri Malpass
CGI (TK-2) Gisler, Oka, Plavan and Tamura	11/3/2015	39	
CGI (TK-2) Courreges, Cox, and Newland	11/4/2015	33	
CGI (TK-2) Evening Training	11/10/2015	29	Teri Malpass
CGI (TK-2) Evening Training	11/18/2015	38	Teri Malpass
CGI (TK-K)	1/11/2016	28	
CGI (1 <sup>st</sup> )	1/12/2016	22	
CGI (2 <sup>nd</sup> )	1/13/2016	20	
CGI (TK-2) Evening Training	1/13/2016	29	Teri Malpass
CGI (TK-2) Evening Training	1/20/2016	17	Teri Malpass
CGI (TK-2) Evening Training	1/27/2016	17	Teri Malpass
CGI (TK-2) Cox, Gisler, Oka and Tamura	3/8/2016	39	
CGI (TK-2) Courreges, Newland and Plavan	3/9/2016	29	
CGI (TK-2) Evening Training	3/9/2016	44	Teri Malpass
ACTIVITY	DATE	NUMBER OF	CONSULTANT USED

		TEACHERS	
CGI (3-5)	1/29/2016	73	
CGI (3-5) Evening Training	2/24/2016	55	Teri Malpass
CGI (3-5) Courreges, Gisler, Oka and Plavan	3/1/2016	38	
CGI (3-5) Cox, Newland and Tamura	3/2/2016	33	
CGI (3-5) Evening Training	3/2/2016	22	Teri Malpass
CGI (3-5) Gisler, Oka, Plavan and Tamura	3/22/2016	39	
CGI (3-5) Courreges, Cox and Newland	3/23/2016	33	
CGI (3-5) Evening Training	3/23/2016	47	Teri Malpass
CGI (3-5) Evening Training	4/13/2016	24	Teri Malpass
CGI (3 <sup>rd</sup> )	4/25/2016	29	
CGI (4 <sup>th</sup> )	4/26/2016	25	
CGI (5 <sup>th</sup> )	4/27/2016	23	
CGI (3-5) Evening Training	4/27/2016	14	Teri Malpass
CGI (3-5) Evening Training	5/4/2016	53	Teri Malpass
ELA Cohort (3-5)	9/4/2015	7	Stephanie Rigdon & Anne Rogers
ELA Cohort (3-5)	9/25/2015	9	Stephanie Rigdon & Anne Rogers
ELA Collaboration Day (6-8)	9/30/2015	9	
ELA Leads (6-8)	11/16/2015	8	
ELA Planning Day (6-8)	3/16/2016	23	
ELA Day (6-8)	5/3/2016	26	Carol Jago/Heinemann
ELA Leads (6-8)	6/13/2016	8	
Math Collaboration Day #1 (6-8)	10/19/2015	20	
Math Collaboration Day #2 (6-8)	12/11/2015	17	
Math Collaboration Day #3 (6-8)	2/26/2016	17	
Math Training (6-8)	5/4/2016	18	Irvine Math Project (IMP) #1
Math Training (6-8)	6/3/2016	20	Irvine Math Project (IMP) #2
Science Meeting (6-8)	10/7/2015	7	
Science Leads (6-8)	11/6/2015	7	
ACTIVITY	DATE	NUMBER OF TEACHERS	CONSULTANT USED



<i>Visible Learning</i>	8/12/2015	15	OCDE
<i>Visible Learning</i>	8/13/2015	15	OCDE
<i>Visible Learning</i>	10/21/2015	15	OCDE

### Appendix C 2016/17 Preliminary Professional Development District Release Days

	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Site Specific Professional Development											
Student Free Day		X		X			X				
Tk-5											
Cognitively Guided Instruction (TK-2)			X	X				X			
Cognitively Guided Instruction (3-5)	X		X	X				X			
Reading Committee (TK-5)		X		X	X	X				X	X
6-8											
English Department		X	X		X		X		X		
History/Social Studies Department			X			X		X			
Math Department (Irvine Math Project)	X	X	X			X		X	X		X
Science Department		X			X				X		

## Appendix D

**Glossary of Terms and Acronyms in the Fountain Valley School District LCAP****Glossary of Terms**

<b>Term</b>	<b>Definition</b>
Base (Grant)	State funds allocated according to student enrollment in each grade span (TK-3, 4-6, 7-8, 9-12)
California State Standards	Content standards (K-12) adopted by the California State board of Education for English language arts, mathematics, history/social studies, science, and visual and performing arts
Chronic Absenteeism	Missing 10% or more school days during the instructional year, including excused and unexcused absences
Cognitively guided instruction	A research validated approach to teaching mathematics that builds on children's innate mathematical thinking
Co-teaching	When a general education teacher and special education service provider work together in the same classroom to instruct all students, including those with and without disabilities
Differentiated Instruction	A structure to meet the needs of all students through targeted small group instruction
District Signature Practices	Instructional initiatives that are evident or in progress district wide by grade span
Educator Effectiveness Grant	One-time State funds the District must spend to provide professional development that promotes educator quality and effectiveness
High Needs Student Populations	Students who receive special education services, academically underachieve, demonstrate behavioral challenges, or are chronically absent
Highly Qualified	Staff members who meet State and Federal qualifications for the positions they hold
One-Time Discretionary Funding	Non-recurring State funds the District has autonomy to spend as it sees fit
Redesignated Students	Redesignated students are bilingual students who started as English learners, demonstrated English skills commensurate to fluent English students, and were Reclassified Fluent English Proficient or RFEP
School Site Council	A decision-making group of parents and school staff that has as its major responsibility the development, implementation, and evaluation of the Single Plan for Student Achievement
Smarter Balanced Assessment System	Smarter Balanced is a public agency supported by 15 states, including California, that created the online assessments (SBAC) in English language arts and math which are aligned with the Common Core State Standards. The Smarter Balanced Assessment system includes formative and summative assessments, as well as , tools for educations to improve teaching and learning
<i>ST Math</i>	Instructional software designed to help students reach math proficiency through self-paced, language-independent, mastery-based objectives
Supplemental (Grant)	Additional funding beyond the Base Grant to support English learners, foster youth, low income student, and redesignated students



Teacher on Special Assignment	A teacher who is released from teaching for all or part of the day to work with colleagues to improve achievement
<i>Thinking Maps</i>	Maps linked to eight thought processes, such as, cause and effect and similarities and differences, that helps capture abstract thinking in concrete consistent images
Title III AMAOs	A series of annual academic performance goals established to hold LEAs accountable for the progress and performance of English learners
Unduplicated Pupil	Any student who meets one or more of the following: English learner, foster youth, low income, and/or redesignated students
WOCCE SELPA	The West Orange County Consortium for Special Education is a special education local plan area made up of five districts, including FVSD

## Acronyms

Acronyms	Glossary of Acronyms
AMAO	Annual Measurable Achievement Objectives
CA	California
CAASPP	California Assessment of Student Performance and Progress
CAC	Community Advisory Committee
CALPADS	California Longitudinal Pupil Achievement Data System
CCSS	Common Core State Standards
CDE	California Department of Education
CELDT	California English Language Development Test
CGI	Cognitively Guided Instruction
DAC	District Advisory Committee
DELAC	District English Learner Advisory Committee
EL	English Learner
ELA	English language arts
ELAC	English Learner Advisory Committee
ELD	English Language Development
FIT	Facilities Inspection Tool
FTE	Full-Time Equivalent

Acronyms	Glossary of Acronyms
FVSD	Fountain Valley School District
GATE	Gifted and Talented Education
IT	Information Technology
LCAP	Local Control Accountability Plan
LEA	Local Education Agency (most often a school district)
NGSS	Next Generation Science Standards
OC	Orange County
OCDE	Orange County Department of Education
PE	Physical Education
SARB	School Attendance Review Board
SARC	School Accountability Report Card
SART	School Attendance Review Team
SBAC	Smarter Balanced Assessment Consortium
SBE	State Board of Education
SPC	Superintendent's Parent Council
SRI	Scholastic Reading Inventory
SSC	School Site Council
TOSA	Teacher on Special Assignment



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**

**TO:** Christine Fullerton, Assistant Superintendent Business Services  
**FROM:** Isidro Guerra, Director, Fiscal Services  
**SUBJECT:** **Approval of 2016-17 District Budget**  
**DATE:** June 21, 2016

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**Background:**

Education Code § 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for their district. Additionally, Education Code § 42127(d)(2) states that a budget shall not be adopted before an LCAP for the budget year is approved. Finally, the budget must be approved at a regularly scheduled Board meeting occurring on a date subsequent to that of the public hearing.

A public hearing for the budget was held on June 16, 2016 at the regularly scheduled meeting of the Board of Trustees. The budget document represents the results of the Board's direction of maintaining the current high quality programs in a fiscally prudent manner. The budget was developed in connection with the Local Control Accountability Plan.

All required reserves are maintained; all funds will end with a positive ending balance and the budget meets State standards and criteria.

Pursuant to expected State Budget passage or within 45 days of the State Budget passing, our budget will be updated for any material changes. The budget is updated throughout the year and presented to the Board at first and second interim reporting periods.

**Recommendation:**

It is recommended that the Board of Trustees approve the budget for fiscal year 2016-17.



PLEASE NOTE:

A copy of the **2016-17 Budget**  
for the Fountain Valley School District  
is available for review at the District Office  
and will be available on our website  
subsequent to Board approval.

Please contact the Superintendent's office at 714.843.3255.

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

**SPECIAL MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**June 6, 2016**

**MINUTES**

President Galindo called the special meeting of the Board of Trustees to order at 3:00pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

**Motion:** Mrs. Schultz to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

Mr. Cunneen led the Pledge of Allegiance.

PLEDGE OF  
ALLEGIANCE  
PUBLIC COMMENTS

There were no requests to address the Board.

Dr. Johnson began the presentation by outlining the series of events that led up to this workshop. He stated that the first step was a survey, which was completed in November of 2015. The logical next step was to look at what other districts were doing with regard to facilities (modernization and new construction). Then, staff began to further assess what the current conditions of our facilities, which led to the Facilities Master Plan (FMP). Now that the FMP has been completed, the next step is to discuss how the effort could be funded. Dr. Johnson explained that it was important to wait on that issue until we had an idea of our needs, and how much a project of this scope could cost. With potential costs being identified, it's time to take a detailed look at how school districts fund facilities. He stated that, at this point, the Facilities Committee, the Facilities Master Plan Committee, the Student Facilities Engagement Committee and the Board of Trustees have now come to place where it is an ideal

OPTIONS FOR FUNDING  
FACILITIES

time to discuss how we move forward, together. He thanked Mrs. Fullerton and Mr. Hastie for their excellent work throughout this process. He also thanked Government Financial Strategies for all the work they've done. He handed the presentation over to Mrs. Fullerton, who began by thanking the Board for their support during this effort and that she is excited to move forward.

Mrs. Fullerton outlined the agenda noting that we would review the following: background regarding financial resources for the District, the research that has been done so far and a quick overview of Bonds and some reference materials that cover taxes and tax base demographics. She went on to cite the facilities assessment and research work that has been done, beginning in March of 2015. She noted the District's responsible management of assets and reviewed some of the major modernizations that have taken place since 1997. She stated that without new funding dedicated to facilities, we will continue to maintain what we have, but major capital improvements will require a new funding source. She went on to say that the costs of the needs which have been identified throughout this process total an estimated \$280 million dollars – and the estimated cost of the most urgent needs are approximately \$50 to \$100 million. She then turned the presentation over to Ms. Raineri.

Ms. Raineri started by reviewing the potential funding sources. She discussed the role of financing, the District's unique financial assets and the District's current funds for facilities. She then provided a brief summary of the factors that have been discussed so far, ending with the next step, which is to align District priorities and strategy.

Dr. Johnson also engaged in the conversation and stated that last summer the Board drafted and adopted five District Priorities. Priority #5 pertained to facilities and included five objectives: 1) Continue the facilities analysis 2) Work with a committee to improve each site 3) Continue to improved technology 4) Explore options for funding 5) Align strategy with vision. He stated that we've done the first 4, so the next step is funding – which begins our work on objective #5.

Ms. Raineri then went on to review the basics of Bonds and the steps that would have to be taken, should the Board decide to pursue placing a bond on the November ballot. The Board discussed some concerns with a bond, citing past bonds and the fact that so few people who live in this community have children in our schools. Ms. Raineri stated that a public opinion survey

would address these issues and give us a better indication of the community's feelings on a bond. It was also discussed that this bond would be very different from the past bond, as the past bond was for technology, which is constantly changing and can quickly become obsolete; whereas, this bond is for facilities, which is far more permanent. Ms. Raineri went on to provide a potential timeline for putting a bond on the November ballot. She provided a detailed overview on tax rates and stated that the District's Bonding Capacity is sufficient.

Dr. Johnson concluded the presentation by stating that the next step is to get direction from the Board regarding: hiring someone to do community outreach, looking at future work with Government Financial Strategies, putting together a process to hire bond counsel and completing a public opinion survey. He went on to say that the District needs direction from the Board to get through June and July in order to put something on the Ballot in November. He stated that the greatest time issue is the public opinion survey; direction on that that piece is needed now, given the time constraints. The Board agreed to the completion of a survey and directed the District to move forward with the survey, and that the next steps would be a community expert for community outreach and bond counsel.

The Board thanked Mrs. Fullerton and Ms. Raineri for their presentation citing the great level of detail and depth of information.

## **SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Johnson        None

## **ADJOURNMENT**

**Motion:**        Mr. Cunneen moved to adjourn the meeting at 5:05pm.

**Second:**        Mr. Collins

**Vote:**            Unanimously approved

/hg

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**June 16, 2016**

**MINUTES**

President Galindo called the regular meeting of the Board of Trustees to order at 5:01pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

**Motion:** Mrs. Schultz moved to approve the meeting agenda.

AGENDA APPROVAL

**Second:** Mr. Collins

**Vote:** 5-0

**BOARD WORKSHOP**

The Board of Trustees participated in a workshop presented by Dr. Johnson, Assistant Superintendent, Dr. Steve McLaughlin, Assistant Superintendent, Mrs. Cathie Abdel and Assistant Superintendent, Mrs. Christine Fullerton, regarding updates on the 2015-16 District Priorities.

BOARD PRIORITIES /  
DIVISIONAL REPORTS

Mrs. Abdel gave a personnel services overview noting its mission and departmental breakdown. She discussed the 2015-16 negotiations, including the Health and Welfare contributions. She went on to talk about the development of both certificated and classified job descriptions as well as newly hired positions and positions that are currently open. She talked about the importance of sustaining a collaborative culture and the preparations that they are making for the 2016-17 school year and beyond. She then handed the presentation over to Mrs. Fullerton.

Mrs. Fullerton started by giving an overview of Business Services

and that it oversees multiple departments. She began with the Fiscal Services department, noting its significant accomplishments, beginning with the excellent, and new, leadership of Isidro Guerra. She went on to talk about the Diane Sharpe and the great work that the Food Services has been doing throughout this year, specifically the updates and redesigning of the site kitchens. She commended Gary Ron and the beautiful work that the Grounds department has been doing – citing the Plavan Butterfly garden as an example. She spoke about Jennifer Hawes and the Transportation division and commended them for their work in supporting the community by providing transportation for Special Olympic athletes. She discussed the Energy Management/Custodial division, under the leadership of Gregg Millett, stating that they continue to do an excellent job ensuring that each site has the equipment to keep the facility clean and safe. She talked about Joe Hastie and his fantastic work with Maintenance, specifically all the work they have done with the Facilities Master Plan. Lastly, she talked about facilities, noting all the work that is being done on the implementation of the Facilities Master Plan (FMP). She thanked everyone in Business Services for their hard work and stated that they are looking forward to the implementation of the FMP. She then handed the presentation over to Dr. McLaughlin.

Dr. McLaughlin began by commending his team and that FVSD is an exceptional place to be. He appreciates the collaborative approach to problem solving. He gave an overview of his department and shared the achievements in STAR and CAASPP testing. He went on to state that when it comes to professional development, we are working hard to strike a balance. We want professional development to be a priority – and to take place without taking too much time away from the classroom. He went over the Professional Development Cycles for all grades. He talked about the TK-8 planning for 2016-17, mapping out the District's expectations and support. He then discussed the elementary and middle school TOSAs and development of the TOSA teams. He went over non-student days and District Teacher Release days. He ended by discussing the coordinated professional development calendar and again commended the excellent work being done by his team.

Dr. Johnson closed the presentation by congratulating Mrs. Abdel, Mrs. Fullerton and Dr. McLaughlin on their presentations. He stated that the work they are doing is extremely complex and they put so much effort into all of it to ensure that it meets our standard for excellence.



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

PUBLIC COMMENTS

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

CLOSED SESSION

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

The board met in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 7:00pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mr. Collins.

**SPECIAL PRESENTATIONS**

Members from the School Facilities Engagement Committee (SFEC) provided an update to the Board of Trustees on the outcome of the 4 SFEC meetings, and present the Consensus Report.

SCHOOL FACILITIES  
ENGAGEMENT  
COMMITTEE  
CONSENSUS REPORT

Mr. Weaver Government Financial Strategies thanked the people of the committee and the Board and introduced the guest speakers, Tom Antal and Rosalia Escutia. Mr. Antal and Mrs. Escutia both attended the four School Facilities Engagement Committee Meetings in May and presented the Board with a

summary of what took place at the meetings. Mr. Antal shared three main points: 1) The need for a facilities upgrade is great, 2) completing even the smallest scope of the facilities work we need to do will be very expensive, and a school facilities bond is really the only adequate funding source available to us, and 3) a school facilities bond can be a good thing for the community. He thanked the Board and then handed the presentation over to Mrs. Escutia.

Mrs. Escutia is a long-time participant in the District's facilities' planning efforts. She is also an engaged parent who has worked with the District on several occasions. She first expressed her gratitude for being a part of the facilities stating that it was a very positive experience. She stated that her children have been a part of FVSD for several years and she is very pleased with the education they have received. She asked that the Board carefully consider the temperature and air quality issues that the FMP addresses and she is eager to see things move forward, particularly in this area. She thanked the Board for their time and commitment to this process.

Dr Johnson concluded the presentation by acknowledging a few people from the committee: Mrs. Joy Moyers, Mrs. Rosalia Escutia, Mr. Johnson and Mr. Miller who have all been working on this since last March. He commended their hard work and continued dedication. He commented on the direction given by the Board and shared with the audience that they have provided direction to hire a public opinion company to conduct a survey regarding putting a bond on the November ballot. Further, they have given direction to hire bond counsel and work with a firm on community outreach.

The Board of Trustees was pleased to recognize five of our elementary schools and their receipt of the California Gold Ribbon recognition. The Board joined our staff and community in celebrating the amazing work of these schools and their recognition by the State Department of Education. Principals Patrick Ham, Erik Miller, Erin Baines, Chris Christensen and Chris Mullin represented Cox, Oka, Gisler, Courreges and Newland Elementary Schools in receiving recognition from the Board of Trustees in celebration of this prestigious honor. Dr. Johnson and Mrs. Galindo presented all five with thank you gifts and commended the exceptional instruction at all campuses, as well as a great culture.

**CELEBRATION OF GOLD  
RIBBON SCHOOLS: COX,  
OKA, GISLER,  
COURREGES AND  
NEWLAND  
ELEMENTARY SCHOOLS**

Following the special presentations, the Board took a brief recess for cookies. The regular meeting resumed at 7:20pm.

## **STAFF REPORTS AND PRESENTATIONS**

Assistant Superintendent, Business, Christine Fullerton and Director, Fiscal Services, Isidro Guerra provided an update for the Board of Trustees on the State Budget and its effect on the Fountain Valley School District.

**BUDGET UPDATE (ORAL AND WRITTEN)**

Mrs. Fullerton began by thanking the staff for putting the new budget together, all while working within the current budget. She went on to provide an overview of the State Economy. She then handed the presentation over to Mr. Guerra who began by outlining multi-year budget assumptions. He discussed the 2016-17 budget revenue, noting that the LCFF has narrowed. He provided a 2016-17 revenue breakdown and outlined the projected expenditures. He gave an overview on the General Fund balance and then handed the presentation back to Mrs. Fullerton, who discussed the individual components of the ending fund balance. She went on to discuss the risk factors for the future – noting that the list has not changed in about 2 years. She talked about the STRS/PERS impact, the budget discussions in the Capitol and the Fund 40 investment. She ended the presentation by reviewing the budget calendar for the next year.

## **PUBLIC HEARINGS**

A public hearing was held for the purpose of discussing the proposed 2016-17 final budget prior to approval by the Board of Trustees. Public input was welcomed. There were no requests to speak and the public hearing was closed.

**PUBLIC HEARING FOR  
2016-17 BUDGET**

The Board of Trustees held a public hearing for the purpose of receiving public comment on the Local Control Accountability Plan. Public input was welcomed. There were no requests to speak and the hearing was closed.

**PUBLIC HEARING ON  
LOCAL CONTROL  
ACCOUNTABILITY PLAN  
(LCAP) (EDUCATION  
CODE SECTION 52062)**

## **BOARD REPORTS AND COMMUNICATIONS**

Mr. Cunneen's activities since the last meeting included:  
Attended ACSA Administrator Award Banquet to celebrate Masuda Principal Jay Adams and Assistant Principal Jennifer Kajdasz commending them for their accomplishments.

He led the presentation, along with Mr. Collins and Dr. Johnson, for Fountain Valley Rotary Club for the most improved students at two local high schools: Valley Vista and Los Amigos.

He visited Plavan, stating how great it was to see the construction of the butterfly garden. He attended Open House at Cox, noting that Principal Ham did a great job putting on such a wonderful event, and commended the work of his staff as well. He also attended Open House at Masuda and loved the enthusiasm of both the students and the staff. He attended the Fountain Valley Chamber of Commerce breakfast – where they were given a state of the State update. He also attended the OCDE fiscal seminar, put on by Ron Bennett, and learned about the state facilities’ bond initiative. He and his family attended the end of the year concert put on by Cox and Plavan schools. He also attended the Teacher of the Year event hosted by Fountain Valley Rotary, noting that it was well attended and very inspiring. He attended Masuda concert – noting that Mr. Covacevich did a superb job leading the orchestra and band. He visited Newland elementary school and got a glimpse of their school musical, which was very well done.

Mrs. Schultz’ activities since the last meeting included:

She attended the ACSA Award Banquet and was happy to see so many of Mrs. Adams’ and Mrs. Kajdasz’ peers out to support them. She attended Open Houses for Newland and Oka and she heard many wonderful comments from the parents who attended. She was able to go to the OCSBA Fiscal Seminar with Ron Bennett, noting that it was a very relatable presentation despite the complexity of the subject matter. She attended the Fountain Valley Rotary Teacher of the Year Breakfast, stating that she was very proud of the teachers who were honored. She attended the FVSF committee meeting where she heard the final outcome from the Taste of Fountain Valley and the plans for the second annual golf tournament coming up in October. She attended the Classified barbeque and enjoyed it very much.

Mrs. Crandall’s activities since the last meeting included:

She started out by congratulating to Ha Nguyen and Tiffany Workwan for their receipt of the Orange County Department of Ed’s English Learner’s Success Recognition. She attended ACSA Celebration noting that it was a very classy event. She attended the OCDE Gold Ribbon event and stated that our District cheered very loudly for our winners. She attended the Fiscal seminar from OCDE, noting that she always learns something new. She attended the Classified personnel recognition and said that it was so much fun to see everyone showing support for their peers. She went to the Classified barbeque, where the

food was delicious and had a lot of fun getting to talk with people. She attended the Fountain Valley Rotary Teacher of the Year breakfast and loved learning more about the teachers being honored. She attended the Certificated recognition for 15, 20, and 25 year employees— and commended the healthy culture of the District. She attended Cox, Talbert and Newland school tours as well as Open Houses for Cox and Talbert. She attended the Chamber Legislative Breakfast, stating that it is always exciting to hear updates on the federal, state and county issues. She attended two events at Courreges: the 4<sup>th</sup> grade Gold Rush musical play and the Kindergarten Rainbow Connection – commending the student performances at both. She attended the final Twilight program meeting of the year where an overview of attendance and summer plans were given. Was attended an SPC meeting and enjoyed a workshop by Chief Lorenz. She attended the Fountain Valley high school music concert and volunteered for Fountain Valley High school grad night.

Mrs. Galindo's activities since the last meeting included: She attended the ACSA Administrator Award Banquet to celebrate Masuda Principal Jay Adams and Assistant Principal Jennifer Kajdasz. She attended the Open house at Gisler and commented on how beautifully everything was presented. She visited Plavan – and loved the butterfly garden – she especially loved the community participation in that project. She attended two special board meetings – one was to set priorities for the facilities work and the other was learning more about funding for facilities. She attended the Open House at Masuda, stating that it was great fun because she followed Mr. Cunneen's daughter around and got to see all of her accomplishments. She attended the Fountain Valley Rotary Teacher of the Year breakfast; and she was at two SPC meetings, where Dr. McLaughlin gave an overview of online registration. She also attended the classified employee recognition reception, which was a lot of fun.

Mr. Collins' activities since the last meeting included: He attended the ACSA dinner and had a great time. He was able to go to Open House for both Oka and Newland. He was happy that he was able to attend SPC, stating that it was fun and he always enjoys it. He attended the Gisler carnival and ran the raffle. He said it was well attended and a lot a fun. He concluded his report by saying that he went on a tour of Talbert Middle School and attended the Fountain Valley Rotary's Teacher of the Year Breakfast.

**PUBLIC COMMENTS**

There were no requests to address the Board.

**PUBLIC COMMENTS**

**LEGISLATIVE SESSION**

**Motion:** Mr. Collins moved to approve the A new contract for employment of Assistant Superintendent, Christine Fullerton

APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

Second: Mr. Cunneen

Vote: 5-0

**Motion:** Mrs. Crandall moved to approve the A new contract for employment of Assistant Superintendent, Christine Fullerton

APPROVAL OF EMPLOYMENT CONTRACT FOR ASSISTANT SUPERINTENDENT, PERSONNEL

Second: Mr. Collins

Vote: 5-0

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

CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS

Second: Mrs. Crandall

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the May 5<sup>th</sup> regular meeting
- Board Meeting Minutes from the May 19<sup>th</sup> special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Approval of Resolution 2016-17: compensation to Board Member Ian Collins for missed special meeting on May 19<sup>th</sup>, due to illness
- Approval of the reporting and submission of the Williams Quarterly report to the Orange County Department of

Education

- Approval of Resolution 2016-18: the approval of the contract for the Sate Preschool Program
- Approval of Lee & Associates Commercial Real Estate services to represent District Tenant lease
- Approval of single year, with annual renewal, contract between Fountain Valley School District and Mind Research Institute to provide ST Math to the District’s eight schools
- Approval of contract between the Irvine Math Project (IMP) and Fountain Valley School District to provide summer 2016 math supporting the implementation of Common Core math standards in our middle schools
- Approval of contract for CGI summer professional development services with Teri Malpass for FVSD TK-5 teachers
- Approval of agreement between School Loop, Inc. and Fountain Valley School District to purchase and receive a subscription to School Loop’s web based service
- Ratification of contracts for additional professional development services in reading, with Evan Grandon and Marcia Fries, at Gisler school
- Ratification of contract for delivery of service between Oka elementary school and the Great Books Foundation
- Approval of Special Education settlement agreement between parents and the Fountain Valley School District; term of settlement is May 26, 2016 through January 25, 2017
- Approval of Single Plans for student achievement
- Approval of Illuminate Education, Inc. DNA Software Services Agreement
- Approval of document tracking Services School Accountability Report cards (SARCs) and Single Plans for student achievement (SPAs) consultant
- Approval of the Educator Effectiveness Spending Plan
- Approval of Orange County Department of Education Sungard contracts
- Non-Public Agency Contracts
 

Non-Public School/Agency	100% Contract Cost	Effective Dates
Approach Learning and Assessment Centers, Inc. dba Olive Crest Academy	\$11,091.64	4/25/16-6/30/16

**SUPERINTENDENT’S COMMENTS/NEW ITEMS OF BUSINESS**

Dr. Johnson      Dr. Johnson began by congratulating Mrs.

Abdel and Mrs. Fullerton on the renewal of their contracts, stating that it is good to keep the team together. He congratulated the five Gold Ribbon Elementary schools, stating that all of schools do exemplary work. He thanked Mrs. Fullerton and Mr. Guerra for the great job on their budget presentation, commending Mr. Guerra on an excellent first presentation. He stated that 2015-16 has been an exceptional year, which started with the Board giving clear direction with the five Priorities. Dr. Johnson referenced the Divisional Reports from each the Assistant Superintendents that highlighted the work that was accomplished in each area and its connection to the work that the Board gave us as a vision. He went on to say there are so many things that happened in 2015-16 to be proud of, and stated that the best is yet to come in 2016-17. He noted the exciting additions of TOSAs, the Professional Development Plan, the work in the Reading Committee, and the Middle School content teams. He also mentioned all the great work that happened in CGI and that it will continue for at least the next 2 years. He went on to discuss the facilities efforts, stating that the District is poised to work toward solutions. He thanked the Board for their thoughtful attention and allowing staff to put together the many processes needed to move forward. He thanked Mrs. Abdel and Mr. Hessler for their problem solving with staffing and writing new job descriptions as well as trying to bring forward the best people. He again thanked the Board for the direction they provided, stating that it started all of the great work that has happened this year. He commended Dr. Hoefler for the praise she received from the county for her writing of a “model LCAP for other districts to learn from and use.” He thanked her for her hard work. The FMP is done – it is posted on the website. He thanked all the Fountain Valley families for entrusting the District with their kids, and thanked the teachers for their work. He wished all the students, families and employees a happy and safe summer.



**ADJOURNMENT**

**Motion:** Mr. Collins

**Second:** Mr. Cunneen

**Vote:** Unanimously approved

/hg

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
June 30, 2016**

**1.0 EMPLOYMENT FUNCTIONS:**

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.1.1	McConnell, Angela	SDC	Talbert	06/24/2016
1.1.2	Sprenger, Mona	Autism Specialist	Newland	08/31/2016
1.1.3	Bradford, Shannon	SDC	Newland	06/24/2016

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUEST APPROVAL OF THE REVISED PROGRAM SPECIALIST JOB DESCRIPTION(see attachment)

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
June 30, 2016**

**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	Brown, Suzanne	Food Services	Food Service Technician	Personal	6/14/2016

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.2.1	Grant, Joshua	Cox	Head Custodian	07/01/2016
2.2.2	Bees, Kim	Food Service	FSW Rover	09/07/2016
2.2.3	Guzman, Jaqueline	Food Service	FSW Rover	09/07/2016
2.2.4	Martin, Stephanie	Various Schools	Field Support/Help Desk Tech	08/24/2016

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Yancoskie, Jacqueline	Plavan	IA SH/PH	06/23/2016

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE RESIGNATION OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Bennett, Samuel	Courreges	ESP Instructor	05/27/2016

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LIMITED TERM 2016 EXTENDED SCHOOL YEAR PROGRAM CLASSIFIED EMPLOYEES AT PLAVAN SCHOOL, FROM 6/27/16-7/22/16:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>
2.5.1	O'Toole, Sandy	School Office Manager
2.5.2	Doan, Lan	IA SH/PH
2.5.3	Knight, Sharon	IA SH/PH
2.5.4	Cowper, Matthew	IA SH/PH
2.5.5	Holmes, Karen	IA SH/PH
2.5.6	You, Rathana	IA SH/PH
2.5.7	DiCorpo, Louise	IA SH/PH
2.5.8	Garrison, Rachel	IA SH/PH

2.5.9	Talley, Jeremy	IA SH/PH
2.5.10	Pade, Tina	IA SH/PH
2.5.11	Bieser, Kymberli	IA SH/PH
2.5.12	Clouthier, David	IA SH/PH
2.5.13	Lammers, Amy	IA SH/PH
2.5.14	Nielsen, Candace	IA DTT
2.5.15	Plemons, Lori	IA DTT
2.5.16	Skaar, Betsy	IA DTT
2.5.17	Curoso, Sheree	IA DTT
2.5.18	Harris, Cathy	IA DTT
2.5.19	Nasab, Betty	IA DTT
2.5.20	Birch, Beth	IA DTT
2.5.21	Garcia, Debbie	IA DTT
2.5.22	Linares, Lisa	IA DTT
2.5.23	Texeira, Danielle	IA DTT
2.5.24	Alt, Kathleen	IA DTT
2.5.25	Linnes, Ashlee	BIA
2.5.26	Vinatieri, Kristi	BIA
2.5.27	Burbage, Heather	LVN
2.5.28	Fujiwara-Winge, Julie	SLPA
2.5.29	Larson-Coe, Patricia	SLPA
2.5.30	Davis, Linda	Bus Driver
2.5.31	Gonzalez, Ramiro	Bus Driver
2.5.32	Gulla, Brad	Bus Driver
2.5.33	Manzon, Danny	Bus Driver
2.5.34	Reza, Martha	Bus Driver
2.5.35	Rivas, Sergio	Bus Driver

2.6 ASSISTANT SUPERINTENDANT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS CAMP RECREATION COORDINATORS:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.6.1	Covington, Tiffany	Courreges	6/27 – 8/26
2.6.2	Larios, Vanessa	Cox	6/27 – 8/26
2.6.3	Winmaw, Chitsaya	Plavan	6/27 – 8/26

2.7 ASSISTANT SUPERINTENDANT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING 2016 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS RECREATION COORDINATOR ASSISTANTS:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.7.1	Presson, Juli	Plavan	6/27-8/26

2.7.2	Gustafson, Carla	Plavan	6/27-8/12
2.7.3	Calvert, Cathy	Plavan	6/27-7/29
2.7.4	Russo, Donna	Plavan	6/27-7/15
2.7.5	Fields, Lauren	Plavan	6/27-8/26
2.7.6	Burns, Megan	Plavan	6/27-7/22
2.7.7	Loustanau, Lori	Plavan	8/1-8/26
2.7.8	Anderson, Julie	Plavan	6/27-7/29
2.7.9	Regan, Nichole	Plavan	8/15-8/26
2.7.10	Knight, Sharon	Plavan	7/25-8/12
2.7.11	Espinoza, Julie	Plavan	6/27-7/22
2.7.12	Vu, David	Cox	7/11-8/12
2.7.13	Krause, Ula	Cox	6/27-8/26
2.7.14	Rodriguez, Lydia	Cox	7/18-8/26
2.7.15	Tomita, Alice	Cox	6/27-8/26
2.7.16	Stinsman, Kristy	Cox	6/27-8/26
2.7.17	Lamm, Carolyn	Cox	6/27-8/26
2.7.18	Cortez, Melissa	Cox	7/11-8/26
2.7.19	Silva, Catherine	Cox	6/27-8/5
2.7.20	Kiesel, Jan	Cox	6/27-8/26
2.7.21	Mueller, Tracee	Courreges	6/27-8/26
2.7.22	Acosta, Krystal	Courreges	8/1-8/26
2.7.23	Hughes, Mechele	Courreges	6/27-8/26
2.7.24	Rodriguez, Gaby	Courreges	6/27-8/26
2.7.25	Tran, Jimmy	Courreges	7/25-8/26
2.7.26	Sanchez, Carissa	Courreges	6/27-8/26
2.7.27	Solis, Tatyana	Courreges	6/27-8/26
2.7.28	Guitierrez, Crystal	Courreges	6/27-8/26
2.7.29	Perez, Natalie	Courreges	7/18-8/26
2.7.30	Hopkins, Debbie	Courreges	6/27-8/26
2.7.31	Carney, Noelle	Courreges	7/11-8/19
2.7.32	Chin, Sandra	Courreges	6/27-8/26

2.8 ASSISTANT SUPERINTENDANT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING 2016 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS PRESCHOOL AIDES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.8.1	Burger, Darlene	Plavan	7/18-7/29
2.8.2	Calvert, Cathy	Plavan	8/15-8/26
2.8.3	Crooks, Sharon	Plavan	6/27-7/8
2.8.4	Gonzales, Christine	Plavan	8/1-8/12
2.8.5	Le, Kaithlyn	Plavan	7/18-7/29

- 2.8.6 Ledezma, Candalaria Plavan 7/11-7/15 & 8/1-8/12
- 2.8.7 Perez, Natalie Plavan 8/15-8/26
- 2.8.8 Russ, Donna Plavan 6/27-7/15

2.9 ASSISTANT SUPERINTENDANT, PERSONNEL REQUEST APPROVAL OF THE FOLLOWING 2016 SUMMER CAMP CLASSIFIED EMPLOYEES TO WORK AS PRESCHOOL INSTRUCTORS:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>TERM</u>
2.9.1	Acosta, Krystal	Plavan	7/18-7/29 & 8/22-8/26
2.9.2	Arja, Baria	Plavan	6/27-7/8 & 8/8-8/19
2.9.3	Melendez, Estafania	Plavan	8/15-8/26
2.9.4	Presson, Juli	Plavan	7/11-8/5
2.9.5	Tokarz, Amber	Plavan	6/27-7/15
2.9.6	VanHooser, Catherine	Plavan	8/1-8/12

2.10 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PLACEMENT OF THE NEW CLASSIFICATION OF ASSESSEMENT/DATA TECHNICIAN AT RANGE 61 ON THE CLASSIFIED SALARY SCHEDULE.

2.11 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE 2016-2017 SALARY SCHEDULE, WITH A 1% INCREASE FOR THE CONFIDENTIAL EMPLOYEES EFFECTIVE 07/01/2016 (see attachment).



**Fountain Valley School District**  
**Certificated Management**  
**Job Description**

**PROGRAM SPECIALIST**

**BRIEF DESCRIPTION OF POSITION**

Under the direction of the Director of Support Services, the Program Specialist plans, coordinates and directs activities regarding Special Education students; insures the implementation of the Individuals with Disabilities Act; may supervise and evaluate School Psychologists.

The Program Specialist provides consultation, coaching, one to one and group presentations, classroom support, and instructional and behavior strategies for general education teachers, special education teachers, administrators, Para educators and parents. The Program Specialist provides leadership to district staff in providing “best practice” in academic and behavioral supports and interventions for students with ASD, Emotional Disturbance, and other disabilities ranging from preschool through eighth grade.

**QUALIFICATIONS, CERTIFICATIONS AND OTHER REQUIREMENTS:**

- Masters degree from an accredited college or university
- California Teaching Credential with Special Education authorization in Moderate/Severe Disabilities or Mild/Moderate Disabilities with Autism Certification, or California Pupil Personnel Credential with School Psychologist authorization.
- California Administrative Services Credential
- Valid California Driver’s License and has available private transportation.
- A minimum of five (5) years experience working with special education students.
- Desirable: Board Certified Behavior Analyst
- Desirable: Pro ACT training
- Desirable: Special Education classroom teaching experience.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Provide leadership and coordination to the District’s Special Education Program preschool through 8<sup>th</sup> grade.
- Provide training and consultation services for teachers, Para educators, administrators and families regarding appropriate academic and behavioral interventions, curriculum, and “best practice” teaching methodology for students with ASD, Emotional Disturbance, and other disabilities.
- Provide assistance to the special education teaching staff in planning, organizing and coordinating staff functions, materials and equipment purchase and use.
- Provide specialized training and consultation in the adaption of curriculum and delivery of services to meet the academic, social and language needs of students served in special education and general education settings.

- Provide training in the development of Positive Behavioral Support Plans and appropriate use of behavioral interventions. Monitor behavioral needs of students and assist IEP teams in conduction Functional Analysis Assessments and developing Positive Behavioral Support/Intervention Plans for students.
- Coordinates the placement process of students recommended for special day classes.
- Assist as Chairperson (administrative designee) or member of an IEP Team, as appropriate, and serve as a resource for IEP teams.
- Develop program plans, supervise and support the implementation of instructional methodology and Applied Behavior Analysis for students with ASD (e.g. TEACCH, PECS and Verbal Behavior Approach)
- Develop data collection systems, monitor data collection and provide programmatic recommendations based upon results.
- Provides direct services to individuals with exceptional needs on a consultant basis.
- Assists in the selection of new special education staff and placement of special education personnel.
- Monitors special education procedures in compliance with the WOCCE Plan, state and federal laws and District expectations.
- Participates in appropriate committees at the District and SELPA levels.
- May provide general supervision and evaluation of School Psychologists.
- Attend and participate in professional trainings to maintain a high level of skill and knowledge of best practices and methodology.
- Enhances positive communication between parents and District.
- Perform other related duties as assigned.

### **KNOWLEDGE OF:**

- California Education Code, IDEA, relevant case law and parent rights related to special education.
- California Common Core State Standards, development of standards-based IEP goals and pre-school – 8 curriculum.
- Principles and practices of special education program development and implementation.
- Characteristics and needs of special education students with emphasis on pre-school students, autism and emotional disturbance.
- Curriculum adaptation methodology to support the academic progress of students with significant disabilities who are placed in general education and/or special education classrooms.
- Development of appropriate behavioral support plans and interventions for students with ASD, Emotional Disturbance, and other disabilities.
- Data gathering methodology
- Team building and collaborative group process techniques.
- Basic First Aid
- Correct English usage, grammar, spelling, punctuation and vocabulary.



## **ABILITY TO:**

- Effectively collaborate and communicate with administrators and staff to insure appropriate instructional programs and behavioral supports are in place for special education students.
- Facilitate IEP and other meetings in a professional manner, supporting staff and parents.
- Train general education teachers, special education teachers, paraprofessionals and administrators in appropriate methods to educate students with ASD, Emotional Disturbance, and other disabilities.
- Consult with multidisciplinary teams regarding assessments, developing appropriate IEP goals, planning appropriate academic and behavioral supports and interventions and gathering data regarding student progress.
- Organize and time management skills to meet the demands of the job.

## **PHYSICAL AND MENTAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Physical Demands**

It may require lifting up to thirty (30) pounds, pushing and/or pulling of objects and walking and standing for extended periods.

Positions in this class require mobility to stand, stoop, reach and bend and dexterity of hands to grasp and manipulate small objects. This position requires accurate perceiving of sound, near and far vision, depth perception, handling and working with educational materials and objects, business related equipment and providing oral information. The noise level in this work environment is usually moderate to loud at an acceptable level.

### **Mental Demands**

While performing the duties of this position, the employee may be regularly required to use written and oral communication skills, read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; perform highly detailed work; work on multiple and concurrent tasks; work with frequent interruptions; work under intensive deadlines; and interact with District and program personnel, school administrators, managers, staff, the public and others encountered in the course of work.

## **WORK ENVIRONMENT**

This employee will perform work in a variety of settings including classroom environment, office environment, outside and community locations and include frequent interruptions. The employee frequently drives to District sites, WOCCE, training facilities, community meetings and other locations as needed.

Reasonable accommodations may be made to enable a person with a disability to perform the essential duties of the job.

Board Approved: \_\_\_\_\_

**FOUNTAIN VALLEY SCHOOL DISTRICT  
2016-17 Salary Schedule  
Confidential Employees**

Range	Step 1		Step 2		Step 3		Step 4		Step 5	
	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
29	4,103	49,233	4,300	51,604	4,512	54,141	4,734	56,804	4,962	59,549
38	4,477	53,725	4,697	56,367	4,926	59,112	5,164	61,962	5,418	65,020
40	4,567	54,807	4,793	57,511	5,025	60,298	5,271	63,252	5,529	66,351
55	5,261	63,127	5,517	66,205	5,787	69,450	6,073	72,882	6,373	76,480

Range 29: Payroll Technician

Range 38: Senior Payroll Technician, Insurance Benefits Technician

Range 40: Senior Administrative Secretary, Certificated and Classified Personnel Technican

Range 55: Executive Assistant

*Note: Following the 5th, 10th, 15th, 20th, 25th, 30th, and 35th years of employment in the District, a cumulative stipend in the amount of \$600, not to exceed \$4,200 in the 35th year, is awarded.*

Revised 6/23/2016



**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING JUNE 30, 2016**

To: Christine Fullerton  
From: Mino Nhek  
Subject: Warrant Listing  
Warrant Numbers: 73209 - 73488  
Dates: 6/2/2016 - 6/20/2016

Fund 01	General Fund	171,405.36
Fund 12	Child Development	27,627.66
Fund 13	Cafeteria	50,891.00
Fund 14	Deferred Maintenance	-
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	75,937.78
Fund 68	Worker Comp	863.83
Fund 69	Insurance	44,406.76
<b>TOTAL</b>		<b>\$ 371,132.39</b>

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/30/2016**

FROM 06/01/2016 TO 06/23/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4265	GOLDEN STATE PAVING INC.	4,800.00	4,800.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4267	MERIDIAN SYSTEMS SUPPLY	435.00	435.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4269	WESTCON ELEVATOR INC.	550.00	550.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
J20M4270	CRANDALL'S PLUMBING INC.	250.00	250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4271	MERIDIAN SYSTEMS SUPPLY	145.00	145.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating Expenses
J20M4272	CROP PRODUCTION SERVICES	321.46	321.46	012899390 4343	Gardening / Gardening Supplies
J20M4309	ACOUSTICAL MATERIAL SERVICES	1,186.83	1,186.83	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4310	REFRIGERATION CONTROL COMPANY	520.00	520.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4312	DECKER EQUIPMENT/SCHOOL FIX	254.17	254.17	012869390 4345	Maintenance / Maintenance Supplies
J20M4313	REFRIGERATION CONTROL COMPANY	98.00	98.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
J20M4314	NORTHSTAR AV	1,456.32	1,456.32	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4315	CHEFS' TOYS	88.80	88.80	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4316	KIMBALL MIDWEST	281.20	281.20	012869390 4345	Maintenance / Maintenance Supplies
J20M4318	COMPONENTS CENTER	210.38	210.38	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4319	MCKINLEY ELEVATOR CORP	365.20	365.20	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
J20M4320	SHIFFLER EQUIPMENT SALES INC.	105.19	105.19	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
J20M4321	GRAINGER INC.	205.82	205.82	012899390 4343	Gardening / Gardening Supplies
J20R1646	FRIES, MARCIA JEAN	600.00	600.00	010118255 5813	Title I - Program Improvement / Consultant
J20R1647	WOCCSE	650.00	650.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R1648	GRANDON, EVAN KAME	600.00	600.00	010118255 5813	Title I - Program Improvement / Consultant
J20R1653	PRACTI-CAL	416.25	416.25	012299962 5813	Medi-Cal Billing-Consultant / Consultant
J20R1654	ORANGE COUNTY DEPARTMENT OF ED	120.00	120.00	012289961 5813	MAA - Administration / Consultant
J20R1655	KNOTT'S BERRY FARM	1,581.00	1,581.00	010143889 4311	Donations - Talbert / Elective Supplies
J20R1658	E.G.BRENNAN & CO.	122.46	122.46	012059385 4330	Publications / Printing/Xerox Supplies
J20R1662	LAKESHORE LEARNING MATERIALS	270.00	270.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
J20R1663	LAKESHORE LEARNING MATERIALS	270.00	270.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
J20R1664	COALITION FOR ADEQUATE SCHOOL	522.00	261.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
			261.00	012719380 5210	Business Department / Travel, Conference, Workshop
J20R1666	UC REGENTS, UCLA PRACTICE PLAN	2,200.00	2,200.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
J20R1668	PEARSON	1,000.00	1,000.00	012299963 5826	Medi-Cal Billing-Psychologists / Licensing/Software,Maint/Su
J20R1670	UCI REGENTS	700.00	700.00	012040075 5899	Ed Effectiveness-Ed Quality / Other Operating Expenses
J20R1671	BARNES AND NOBLE	426.67	426.67	010118255 4310	Title I - Program Improvement / Instructional Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**  
**BOARD OF TRUSTEES**                      **06/30/2016**

FRO 06/01/2016 TO 06/23/2016

<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>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4014	HOME DEPOT	17,500.00	+1,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4016	MCMaster CARR SUPPLY CO	13,000.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4017	MCKINLEY ELEVATOR CORP	4,500.00	+2,500.00	012869390 5899	Maintenance / Other Operating Expenses
J20M4020	CLARK SECURITY PRODUCTS INC.	10,500.00	+500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4027	SMARDEN SUPPLY COMPANY	18,500.00	+1,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
J20M4031	TRUCPARCO	3,000.00	+1,000.00	016919395 4349	7240 Special Ed Transportation / Transportation Supplies (on
J20R0368	RALPHS GROCERY COMPANY	3,500.00	+1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
J20R0370	SMART & FINAL	100.00	-1,400.00	010142989 4311	Donations - Fulton / Elective Supplies
J20R0396	SCHOOL SPECIALTY	5,000.00	+2,500.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
J20R0433	ATKINSON ANDELSON LOYA RUDD &	14,008.25	+3,000.00	012159380 5830	Business - Legal Services / Legal Fees
J20R0747	CSM CONSULTING INC	23,663.00	+12,363.00	012109076 5813	E-Rate / Consultant
J20R1354	AWARDS & TROPHIES	151.58	+51.58	012719385 4325	Purchasing / Office Supplies
J20R1360	APPLE COMPUTER ORDER DEPARTMEN	2,055.84	-194.40	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
J20R1488	DELL COMPUTERS	1,332.77	-138.45	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
J20R1560	PACIFIC COACHWAYS	3,136.00	+994.66	010011689 5811	Donations - Newland / Transportation Outside Agency
J20S8048	EMPIRE CLEANING SUPPLY	4,373.30	+73.82	011000000 9320	Revenue Limit - State Revenues / STORES
J20S8053	INDUSTRIAL FORMULATORS INC.	1,176.82	+15.95	011000000 9320	Revenue Limit - State Revenues / STORES
J20S8055	WAXIE	6,845.72	-732.80	011000000 9320	Revenue Limit - State Revenues / STORES
<b>Fund 01 Total:</b>			<b>+25,533.36</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

BOARD OF TRUSTEES

06/30/2016

FRO 06/01/2016 TO 06/23/2016

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R0307	SMART & FINAL	23,824.80	+5,464.80	123206098 4710	Extended School Food Service / Food
J20R0310	SAMS CLUB	16,200.00	+8,700.00	123206098 4710	Extended School Food Service / Food
J20R0333	SMART & FINAL	6,663.60	+2,343.60	123206498 4710	Child Dev Oka Preschool-Food / Food
J20R0337	WHAT A LOT OF PIZZA	3,045.60	+1,425.60	123206498 4710	Child Dev Oka Preschool-Food / Food
J20R1403	LENOVO (UNITED STATES) INC.	3,787.32	+16.00	120016198 4410	State Preschool Instructional / Fixed Assets \$500-\$5000
<b>Fund 12 Total:</b>			<b>+17,950.00</b>		

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND**

**BOARD OF TRUSTEES**

**06/30/2016**

**FRO 06/01/2016 TO 06/23/2016**

<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>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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<b>Total Account Amount:</b>		<b>+43,483.36</b>			
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**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/30/2016**

FROM 06/01/2016 TO 06/23/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R1672	LEVEL 27 MEDIA	361.80	361.80	017109275 4325	Testing / Office Supplies
J20R1673	ORANGE COUNTY REGISTER	226.00	226.00	012849380 5825	Fiscal Services / Advertising
J20R1674	BARNES AND NOBLE	820.58	820.58	012129078 4120	Lottery Instructional Material / Supplementary Textbook
J20R1675	DRAFTINGSTEALS LLC	977.50	977.50	010143889 4311	Donations - Talbert / Elective Supplies
J20R1676	PITSCO INC.	497.34	497.34	010143889 4311	Donations - Talbert / Elective Supplies
J20R1677	CENTER FOR DRUG-FREE COMMUNITI	5,590.00	5,590.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference, Worksh
J20R1678	BARNES AND NOBLE	476.02	476.02	010118255 4310	Title I - Program Improvement / Instructional Supplies
J20R1679	METRO BUSINESS SOLUTIONS INC.	2,272.67	2,272.67	010019961 5815	Medi-Cal Billing-Instructional / Document Imaging
J20S8047	GRAINGER INC.	35.75	35.75	011000000 9320	Revenue Limit - State Revenues / STORES
<b>Fund 01 Total:</b>		<b>32,009.41</b>	<b>32,009.41</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/30/2016**

FROM 06/01/2016 TO 06/23/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R1651	JOHNS INCREDIBLE PIZZA	2,431.97	2,431.97	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1652	PARTY BOUNCE	113.40	113.40	120016398 5610	ESP-Summer Camp Instructional / Outside Services - Rentals
J20R1656	PARTY BOUNCE	712.80	712.80	120016098 5610	Extended School Instructional / Outside Services - Rentals
J20R1657	WHITE, JEFFREY MATTHEW	669.60	669.60	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
J20R1669	PAUL H. BROOKES PUBLISHING CO.	917.90	917.90	120016198 4310	State Preschool Instructional / Instructional Supplies
<b>Fund 12 Total:</b>		<b>4,845.67</b>	<b>4,845.67</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/30/2016**

FROM 06/01/2016 TO 06/23/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20R1659	CALIFORNIA DEPARTMENT OF EDUCA	249.91	249.91	133207380 4710	Cafeteria Fund / Food
	Fund 13 Total:	249.91	249.91		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/30/2016**

FROM 06/01/2016 TO 06/23/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
J20M4264	MOBILE MODULAR	5,285.00	5,285.00	402869380 6299	Spec Res Maintenance Services / Other Building & Improveme
J20M4266	GOLDEN STATE PAVING INC.	19,690.00	19,690.00	402869380 6111	Spec Res Maintenance Services / Site Improvement - Asphalt
J20M4317	UNITED SITE SERVICES INC	208.73	208.73	402869380 5645	Spec Res Maintenance Services / Outside Srvs-Repairs & Main
J20R1660	LEVEL 27 MEDIA	125.70	125.70	404859390 4325	Air Quality/Climate,Facilities / Office Supplies
<b>Fund 40 Total:</b>		<b>25,309.43</b>	<b>25,309.43</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 06/30/2016**

FROM 06/01/2016 TO 06/23/2016

<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>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>Total Account Amount:</b>			<b>62,414.42</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2016 51

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

### Fund: 0101 GENERAL FUND

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES	291,899.00	295,018.00
3101	STRS-CERTIFICATED POSITIONS	31,320.00	31,655.00
3313	MEDICARE-CERTIFICATED	4,233.00	4,278.00
3501	SUI-CERTIFICATED	145.00	147.00
3601	WORKERS'COMP-CERTIFICATED	6,800.00	6,873.00
4200	BOOKS OTHER THAN TEXTBOOKS		162.00
4300	MATERIALS & SUPPLIES	2,252.00	11,290.00
4400	NONCAPITALIZATION EQUIPMENT		939.00
5600	RENTAL,LEASE,REPAIR & NON CAP	312.00	9,293.00
5713	Direct Cost-Printing & Reprod	408.00	418.00
5752	Direct Cost - Postage	25.00	
5800	PROF/CONS SERV & OPER EXPENSE	2,310.00	32,249.00
6100	SITES AND IMPROVEMENT OF SITES		5,678.00
6200	BUILDING AND IMPROVE OF BLDGS	1,000.00	1,890.00
7142	Excess Costs/County Offices	3,584.00	
8000	REVENUE LIMIT SOURCES	890,808.00	711,681.00
8600	LOCAL INCOME	312.00	27,100.00
9740	RESTRICTED BALANCE	26,643.00	
9780	OTHER ASSIGNMENTS		250,761.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		58,453.00
9790	UNASSIGNED/UNAPPROPRIATED	709,299.00	218,787.00
<b>Subfund Total:</b>		<b>1,971,350.00</b>	<b>1,666,672.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2016 52

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

### Fund: 1212 CHILD DEVELOPMENT

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
3202	PERS-CLASSIFIED	2,458.00	2,459.00
3356	OASDI-CLASSIFIED	1,286.00	1,287.00
3602	WORKERS'COMP-CLASSIFIED	484.00	483.00
4300	MATERIALS & SUPPLIES		20,443.00
4400	NONCAPITALIZATION EQUIPMENT		4,615.00
5200	TRAVEL & CONFERENCES		1,780.00
5600	RENTAL,LEASE,REPAIR & NON CAP		2,500.00
5800	PROF/CONS SERV & OPER EXPENSE	37,318.00	4,172.00
8600	LOCAL INCOME		19,836.00
9740	RESTRICTED BALANCE	21,357.00	45,000.00
<b>Subfund Total:</b>		<b>62,903.00</b>	<b>102,575.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2016 53

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

**Fund: 1313 CAFETERIA FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
4400	NONCAPITALIZATION EQUIPMENT		2,165.00
5752	Direct Cost - Postage		25.00
5800	PROF/CONS SERV & OPER EXPENSE		25.00
9740	RESTRICTED BALANCE	2,215.00	
<b>Subfund Total:</b>		<b>2,215.00</b>	<b>2,215.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



# FOUNTAIN VALLEY SD

Reference #:

2016 54

## Adjustment of Funds

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

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

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
4300	MATERIALS & SUPPLIES		2,510.00
5800	PROF/CONS SERV & OPER EXPENSE	7,000.00	
6200	BUILDING AND IMPROVE OF BLDGS		161,800.00
8600	LOCAL INCOME	110,000.00	
9760	OTHER COMMITMENTS		11,428,935.00
9780	OTHER ASSIGNMENTS	11,696,245.00	
<b>Subfund Total:</b>		<b>11,813,245.00</b>	<b>11,593,245.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2016 55

## Adjustment of Funds

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

### Fund: 6768 INSURANCE-WCI

<u>Object</u>	<u>Description</u>	<u>FROM</u>	<u>TO</u>
5800	PROF/CONS SERV & OPER EXPENSE		45,083.00
8600	LOCAL INCOME		53,457.00
9790	UNASSIGNED/UNAPPROPRIATED	45,083.00	53,457.00
<b>Subfund Total:</b>		<b>45,083.00</b>	<b>151,997.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2016 56

## Adjustment of Funds

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

<b>Fund: 6769 INSURANCE HEALTH/WELFARE</b>
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<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
3401	HEALTH & WELFARE-CERTIFICATED	17,000.00	
3402	HEALTH & WELFARE-CLASSIFIED		17,000.00
5800	PROF/CONS SERV & OPER EXPENSE		15.00
8600	LOCAL INCOME		53,300.00
9790	UNASSIGNED/UNAPPROPRIATED		53,285.00
<b>Subfund Total:</b>		<b>17,000.00</b>	<b>123,600.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

2016 48

## Transfer of Funds

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

<b>Fund: 0101 GENERAL FUND</b>
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Object	Description	FROM	TO
1100	TEACHERS' SALARIES	8,495.00	2,203.00
1200	CERTIFICATED PUPIL SUPPORT	200.00	
2400	CLERICAL & OFFICE SALARIES		623.00
3101	STRS-CERTIFICATED POSITIONS	934.00	238.00
3202	PERS-CLASSIFIED	73.00	1,048.00
3313	MEDICARE-CERTIFICATED	126.00	32.00
3314	MEDICARE-CLASSIFIED		9.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		73.00
3356	OASDI-CLASSIFIED		548.00
3501	SUI-CERTIFICATED	5.00	1.00
3601	WORKERS'COMP-CERTIFICATED	203.00	53.00
3602	WORKERS'COMP-CLASSIFIED		14.00
3901	OTHER BENEFITS-CERTIFICATED	185.00	
4100	TEXTBOOKS		25,298.00
4300	MATERIALS & SUPPLIES	2,149.00	24,461.00
4400	NONCAPITALIZATION EQUIPMENT	8,915.00	12,029.00
5200	TRAVEL & CONFERENCES		1,859.00
5600	RENTAL,LEASE,REPAIR & NON CAP	1,409.00	1.00
5713	Direct Cost-Printing & Reprod	324.00	314.00
5800	PROF/CONS SERV & OPER EXPENSE	33,401.00	23,588.00
5900	COMMUNICATIONS		95.00
6400	EQUIPMENT	11,357.00	
6500	EQUIPMENT REPLACEMENT		11,357.00
9740	RESTRICTED BALANCE	18,134.00	
9790	UNASSIGNED/UNAPPROPRIATED	18,350.00	416.00
<b>Subfund Total:</b>		<b>104,260.00</b>	<b>104,260.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2016 49

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

### Fund: 1212 CHILD DEVELOPMENT

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
4300	MATERIALS & SUPPLIES	500.00	883.00
4400	NONCAPITALIZATION EQUIPMENT		1,733.00
4700	FOOD		1,000.00
5800	PROF/CONS SERV & OPER EXPENSE	1,100.00	
9740	RESTRICTED BALANCE	2,016.00	
<b>Subfund Total:</b>		<b>3,616.00</b>	<b>3,616.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Transfer of Funds

2016 50

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

**Fund: 1313 CAFETERIA FUND**

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
2400	CLERICAL & OFFICE SALARIES		100.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		150.00
4300	MATERIALS & SUPPLIES		27.00
5600	RENTAL,LEASE,REPAIR & NON CAP		4,785.00
5800	PROF/CONS SERV & OPER EXPENSE		137.00
9740	RESTRICTED BALANCE	5,199.00	
<b>Subfund Total:</b>		<b>5,199.00</b>	<b>5,199.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, June 30, 2016.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Secretary, Board of Trustees

The above transfer was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

APPROVED: Superintendent of Schools, County of Orange: \_\_\_\_\_  
Deputy



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

MEMORANDUM

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent, Business Services  
**SUBJECT:** Receipt of Fountain Valley School District's Facilities Master Plan from LPA Architects, Inc.  
**DATE:** June 23, 2016

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**Background:**

The Facilities Committee was developed in March of 2015, and tasked with the mission of comprehensively examining the facilities needs in the Fountain Valley School District to ensure students and employees have the resources required to meet our future needs. The team recommended the development of a Facilities Master Plan to the Board of Trustees, who then approved the development of a District Facilities Master Plan by LPA Inc., in December of 2015.

Between January and May of 2016, LPA visited all ten school sites, the District Office and Maintenance facility. They met with a variety of stakeholder groups including the facilities committee, school site committees, and program leaders representing a cross section of our community. In all, over 290 individuals participated in the process through the over 40 meetings and 171 survey responses.

**Fiscal Impact:**

The scope of work outlined in the Facilities Master Plan totals over \$280 million. The work is broken into seventeen scope categories and an air conditioning bundle.

**Recommendation:**

It is recommended that the Board of Trustees receives Fountain Valley School District's Facilities Master Plan.



Fountain Valley School District  
Support Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
**SUBJECT: Board Item – Legal Services Provided by Best, Best & Krieger LLP, Attorneys at Law**  
DATE: June 23, 2016

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**Background:**

Best, Best & Krieger LLP, Attorneys at Law, will provide legal services upon request, including: legal advice, consultation and representation relating to any and all aspects of the District's special education concerns. The District shall agree to pay \$240.00 per hour for services rendered. Law Clerks and paralegals shall be billed at \$145.00 per hour. Fees up to \$25,000.

**Fiscal Impact:**

Fiscal impact will be \$25,000.

**Recommendation:**

It is recommended that the Board of Trustees approves the Retainer Agreement for Legal Services with Best, Best & Krieger LLP, Attorneys at Law, July 1, 2016 through June 30, 2017 and authorizes the Superintendent or designee to sign all documents.





**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Indian Wells  
(760) 568-2611  
Los Angeles  
(213) 617-8100  
Ontario  
(909) 989-8584  
Riverside  
(951) 686-1450

18101 Von Karman Avenue, Suite 1000, Irvine, CA 92612  
Phone: (949) 263-2600 | Fax: (949) 260-0972 | www.bbklaw.com

Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington, DC  
(202) 785-0600

**Karen Van Dijk**  
(949) 263-6563  
Karen.VanDijk@bbklaw.com

June 14, 2016

**VIA FACSIMILE AND MAIL**

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

Re: Retainer Agreement with Best Best & Krieger LLP

Dear Ms. Fullerton:

ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent the Fountain Valley School District ("FVSD" or District"). Specifically, Best Best & Krieger LLP will be representing you in connection with various special education matters. This letter constitutes our agreement setting the terms of Best Best & Krieger LLP's representation of FVSD on special education matters that currently exist or that might arise in the future for which FVSD seeks representation by Best Best & Krieger LLP.

TERM

The term of representation shall be effective from July 1, 2016 through June 30, 2017. The Agreement can be extended for another year by mutual written agreement. However, at any time, with or without cause, FVSD shall have the right to terminate the Agreement by giving thirty (30) days written notice to Best Best & Krieger LLP.

CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

June 14, 2016  
Page 2

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing FVSD. Similarly, FVSD's name will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to your agency. Based on our recent conflict check, we can represent FVSD, as there does not appear to be any conflicts that have been identified.

FEES AND BILLINGS

Best Best & Krieger LLP shall receive compensation for all legal services rendered by attorneys under this agreement at the rate of \$240.00 per hour. Law clerks and paralegals shall be billed at \$145.00 per hour. Reimbursement for costs advanced by Best Best & Krieger LLP on behalf of FVSD, as well as other specific expenses, will be billed in addition to the amount billed for fees. These fees do not include automobile mileage at the federal statutory rate, long distance telephone calls, photocopy charges, postage charges, and any costs of producing or reproducing photographs attributable to a specific case. There is no separate charge for secretarial or other administrative charges. Counsel's fees include all word processing, secretarial, and other administrative costs associated with the provision of legal services.

Best Best & Krieger LLP shall submit monthly statements to FVSD for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task.

INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorney's fees in the matters that our office will be handling. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients time and money. By signing this letter, you will be confirming your approval of this practice in your case.





**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

June 14, 2016  
Page 3

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring any case to you or your new counsel. By the same token, we reserve the right to terminate our services with you upon written notice, order of the court, or in accordance with our attached memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us on any matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

If you do not request the return of your files, we will retain your files for five years. After five years, we may have your files destroyed. If you would like your files maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in connection with special education matters. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. We have enclosed a separate signed copy of this letter for your records.

Very truly yours,

Karen Van Dijk  
BEST BEST & KRIEGER LLP

cc: Cara Robinson  
Sheila Blain

AGREED AND ACCEPTED:

By: \_\_\_\_\_  
Christine Fullerton, Assistant Superintendent

Dated: \_\_\_\_\_



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**

**TO:** Christine Fullerton, Assistant Superintendent Business Services  
**FROM:** Isidro Guerra, Director, Fiscal Services  
**SUBJECT:** **Approval of 2016-17 CSM Consulting, Inc. Contract**  
**DATE:** June 21, 2016

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**Background:**

Under the Federal Communicating Commission (FCC), E-rate is a program which has been assisting schools and libraries in obtaining affordable telecommunications and internet access since 1998. The program provides discounts from 20% to 90% depending on certain criterion. Each year the District contracts with an E-Rate consultant to help file the correct forms and navigate the changing regulations of this program.

**Fiscal Impact:**

The base contract amount is \$11,300 with an additional 6% added for applications under the category two (Wi-Fi related) regulations, not to exceed \$15,000. The total annual contract cannot exceed \$26,300.

**Recommendation:**

It is recommended that the Board of Trustees approves the attached E-rate consulting contract for 2016-17 and authorizes the Superintendent or designee to sign all documents.



## CONTRACT FOR E-RATE COMPLIANCE SERVICES

This agreement is made and entered by and between **Fountain Valley School District**, a local education agency (“District”) and CSM Consulting, Inc., a California Corporation (“Consultant”).

### **RECITALS**

- A. District desires to have a Consultant to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.
- B. District has the authority to enter into an Agreement with a Consultant for purposes of complying with the FCC E-Rate program.
- C. Consultant is duly qualified to provide the services called for in this Agreement in consideration for the fee stipulated in this Agreement.

### **I. CONSULTANT’S RESPONSIBILITIES – SCOPE OF SERVICE**

1. Shall provide to District completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division (“SLD”) during the term of this Agreement as shown in Section IV., 1. Services provided under this agreement to include the following:
  - Advise and coordinate the preparation and filing of FCC Forms: 470, 471, 486 and 500.
  - Advise and coordinate the preparation and filing of:
    - Item 21 Attachments
    - Form 472 (Billed Entity Applicant Reimbursement Form BEAR) and/or vendor specific discount forms (i.e. Data Gathering Form, Existing Services List, etc.)
    - Implementation Deadline Extension Request (ImDER)
    - Invoice Deadline Extension Request (IDER)
    - Service Provider Identification Number (SPIN)Change Requests
    - Service Substitution Requests
    - Service Certifications
    - Program Integrity Assurance (PIA)
    - Payment Quality Assurance (PQA) requests
  - Invoice reconciliation for previous funding year disbursements
2. Act as District’s main point of contact with the SLD.
3. Advise District on E-Rate compliance including updates on rule or regulatory changes, as applicable.

### **II. DISTRICT RESPONSIBILITIES**

1. Provide all required information and data for filing all forms with the SLD in a timely manner and all required and requested data for filing the Form 471 at least thirty (30) days prior to USAC’s Form 471 filing deadline.
2. Take such official action, such as review of Consultants drafts and promptly sign and return all forms required for filing with a third party in a timely manner so that Consultant can perform its obligations under this Agreement.
3. Promptly pay Consultant its fee for services rendered. All payments are due and payable within 30 days after delivery to the District of the invoice.

4. Sign, date and certify all forms filed by Consultant on District's behalf.

### **III. COST**

1. **Pricing.** The cost for services rendered regarding the E-Rate application process, as referred to in Section I of this agreement, will be invoiced and due to the Consultant as follows:

Base contract amount ("Base Amount") of **\$11,300** plus;

An amount equal to six percent (6%) of Category Two applications submitted during the Term of this Agreement, not to exceed a total amount of **\$15,000** ("C2 Amounts").

Invoices for the Base Amount will be provided monthly (or quarterly) continuing through June 30 of each respective term of this Agreement.

Invoice(s) for C2 Amounts will be provided upon completion of the annual E-Rate Form 471 submission process applicable to Category Two submissions during the Term(s) of this Agreement.

The amounts in this section do not include any costs related to additional Professional Services offered by Consultant that may be requested by the District as shown in Section IV., 4. and 5 below.

### **IV. MISCELLANEOUS**

1. **Term.** The initial term ("Term") of this agreement shall be one (1) year commencing as of July 1, 2016, or upon execution (whichever is later), through June 30, 2017. Thereafter, the Term of this Agreement shall automatically renew for successive one (1) year Term(s) unless one party provides written notice to the other party at least ninety (90) days in advance of the end of the existing Term that it does not wish to renew the Term of this Agreement.
2. **Modifications.** This Agreement may be modified only by a written amendment to this Agreement, executed by both parties.
3. **Independent Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement, Consultant is an independent contractor and not an officer, employee, or agent of the District.
4. **Additional Professional Services not included in SECTION I CONSULTANT RESPONSIBILITIES – SCOPE OF SERVICE.**
  - A. Services and costs in this section are not included in Section I (Consultant Responsibilities – Scope of Service) and Section III (Cost). At the written request of the District, the Consultant may provide the additional Professional Services listed below, based upon the following hourly rates.

Officer/Principal	\$175 per hour
Information Technology Consultant/Director	\$150 per hour
Lead Consultant	\$120 per hour
Specialist	\$80 per hour

An authorized agent of the District may request the services below via written request to the Consultant. The Consultant will provide the District with an estimate of the number of hours and rates to complete the requested task. Consultant will provide a quote in the form of an email, hard copy quote, electronic copy quote or other means, as appropriate

and acceptable to the District and Consultant. These Professional Services may include but are not limited to the following:

- Assist in the preparation of RFPs/RFIs/RFQs, etc., including technical specs
- Surveys (alternate discount method)
- Comprehensive Technology Plan Writing
- Coordination of response to Special Compliance Reviews
- Selective Review Information Request (SRIR)
- Preparation of USAC and/or FCC appeals
- Technology Plan and Technology Plan Addenda preparation, technology needs assessment, etc.
- Audit support, including Beneficiary Contributor Audit Program
- Preparation of documentation/reports/presentations for Board meetings or other special meetings
- Assess and process issues with prior E-Rate applications not previously contracted by with Consultant (invoiced at ten percent 10% of amount recovered)
- Travel expenses for any on-site meetings including hourly rate, standard mileage reimbursement and actual accommodation/travel expense (including airfare if applicable)
- Other E-Rate related services



5. **E-Rate Doc-U-Manage Software (Optional Service).** Consultant will provide online document management software allowing for multi-user access to maintain documents in an organized manner to meet the USAC 10-year requirement and provide an efficient document management system for the District. The annual license fee for the software is \$0.45 per student from the 1st Period Principal Apportionment CALPADS enrollment.

Please check the appropriate box for designation of service  Yes  No

6. **Conflict of Interest.** No business or personal relationship exists between any school employee and the service provider.
7. **Attorney's Fees and Costs.** In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.
8. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected.
9. **Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

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

CSM Consulting, Inc.  
P.O. Box 4408  
El Dorado Hills, CA 95762-0018

10. **Limitation of Liability.** The aggregate liability in connection with any claim arising out of or relating to this agreement whether in contract, tort or otherwise, shall be limited to an amount equivalent to the fee(s) paid by the District to Consultant for services performed pursuant to this Agreement. Consultant shall not in any circumstances be liable to District, whether in contract, tort or otherwise, for any special, indirect, incidental, or consequential damages of any kind whatsoever whether Consultant is made aware in any way due to, resulting from, or arising in connection with the services performed by Consultant pursuant to this Agreement. District's right to monetary damages listed above in that amount shall be in lieu of all other remedies that District may have.
11. **Governing Law.** The validity of this Agreement and each of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of the State of California.
12. **Authority.** The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to execute and contractually bind their respective legal entities.
13. **Entire Agreement.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject of this Agreement, and each party acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this Agreement. No agreement, statement, or promise not contained in this Agreement shall be valid or binding on the parties with respect to the subject of this Agreement.

Executed in \_\_\_\_\_, This \_\_\_\_\_ day of \_\_\_\_\_, 2016.



\_\_\_\_\_, Vice President  
David T. Cichella

\_\_\_\_\_, Title \_\_\_\_\_

\_\_\_\_\_, Print Name

Fountain Valley School District



**AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)**

This ATC/LOA (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation (“Consultant”) and **Fountain Valley School District**, a local education agency (“District”). Consultant’s authority to communicate shall remain in effect during the term of the “E-Rate Services” consulting contract.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission (“FCC”) E-Rate program.

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the E-Rate Program on District’s behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

The term of this assignment is from the date of final execution (above) until all issues with E-Rate Years 2004, 2005, 2006, 2007, 2008 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, 2018, 2019 are resolved or June 30, 2020. When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

**Fountain Valley School District**

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



DFS/15-16

Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**

**TO:** Board of Trustees  
**FROM:** Christine Fullerton, Assistant Superintendent Business Services  
Isidro Guerra, Director of Fiscal Services  
**SUBJECT:** **CONSOLIDATED APPLICATION - Spring 2016 Data Collection**  
**DATE:** June 8, 2016

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**Background:**

The District is required to apply for categorical aid funds each year prior to the California State Budget's approval by the legislature. Final funding amounts will be received after the State budget is approved this summer, and the winter release of the Application containing entitlements, allocations, and number of participants in specified programs will be submitted in the fall.

The 2016-2017 Application for Funding Consolidated Categorical Programs is included as an attachment and contains a description of the programs, activities, and services, as well as legal assurances of compliance for the following Consolidated Categorical Aid Programs.

Title I, Part A (Basic Grant)  
Title II, Part A (Teacher Quality)  
Title III, Part A (LEP Students)  
Title III, Part A (Immigrant)

The completion of the 2016-2017 Consolidated Application ensures that funding for these programs will be appropriated to the District upon approval of the State budget and also ensures legal compliance of all State and Federal statutes required for these categorical programs.

**Fiscal Impact:**

Federal categorical program funds have been estimated on the 2016-17 preliminary budget and adjustments will be made once funding entitlements are provided on the Consolidated Application Winter Release.

**Recommendation:**

It is recommended that the Board of Trustees approves the transmittal of the Consolidated Application Spring Data Collection to the California State Department of Education.

### 2016-17 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca16asstoc.asp>.

**CDE Program Contact:**

Joy Paull, [jpaul@cdede.ca.gov](mailto:jpaul@cdede.ca.gov), 916-319-0297

**LEA Plan**

An LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds must upload the Title III LEA Plan Performance Goal 2 to the California Department of Education Monitoring Tool (CMT) at <https://cmt.cde.ca.gov/cmt/logon.aspx>.

State Board of Education approval date	7/11/2003
LEA Plan Web page (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> )	<a href="http://www.fvsvd.us/apps/pages/index.jsp?uREC_ID=260654&amp;type=d&amp;pREC_ID=678060">http://www.fvsvd.us/apps/pages/index.jsp?uREC_ID=260654&amp;type=d&amp;pREC_ID=678060</a>

**Consolidated Application Certification Statement**

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this page are on file.

Authorized Representative's Full Name	Mark Johnson
Authorized Representative's Signature	
Authorized Representative's Title	Superintendent
Authorized Representative Signature Date	06/30/2016

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2016-17 Protected Prayer Certification

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring and Support Office, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269

### Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Mark Johnson
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/30/2016
Comment If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## 2016-17 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/30/2016
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**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Janice Vuong
DELAC review date	06/08/2016
Meeting minutes web address	<a href="http://www.fvsvd.us/apps/pages/index.jsp?uREC_ID=294378&amp;type=d&amp;pREC_ID=678040">http://www.fvsvd.us/apps/pages/index.jsp?uREC_ID=294378&amp;type=d&amp;pREC_ID=678040</a>
Please enter the Web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

<b>Title I Part A (Basic Grant)</b>	Yes
ESEA Sec. 1111 et seq. SACS 3010	
<b>Title I Part D (Delinquent)</b>	No
ESEA Sec. 1401 SACS 3025	
<b>Title II Part A (Educator Quality)</b>	Yes
ESEA Sec. 2101 SACS 4035	
<b>Title III Part A Immigrant</b>	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2016-17 Application for Funding

**CDE Program Contact:**

Education Data Office, [ConApp@cde.ca.gov](mailto:ConApp@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4201	
<b>Title III Part A LEP (English Learner)</b>	Yes
ESEA Sec. 3102 SACS 4203	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2016-17 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability and Info Srv Office, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2016-17 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies at this time.

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2015-16 Title I, Part A Notification of Authorization of Schoolwide Program

This report provides notification to the California Department of Education of a school's eligibility and local board approval to operate under and report as Schoolwide Program

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Note:

In order for CDE program staff to have visibility to all SWP authorized schools, it is important to have an Authorized Representative certify this Notification of Authorization data collection after a change is made.

School Name	School Code	Authorized	Local Board Approval Date (ex. 04/30/2015)	SIG Approval Date (ex. 04/30/2015)	Poverty Level %
Courreges (Roch) Elementary	6094635				
Cox (James H.) Elementary	6066922				
Fulton (Harry C.) Middle	6027916				
Gisler (Robert) Elementary	6027973				
Masuda (Kazuo) Middle	6094627				
Newland (William T.) Elementary	6027999				
Oka (Isojiro) Elementary	6068605				
Plavan (Urbain H.) Elementary	6085278				
Talbert (Samuel E.) Middle	6071096				
Tamura (Hisamatsu) Elementary	6027924				

\*\*\*Warning\*\*\*

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2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Educator Excellence Office, [awilson@cde.ca.gov](mailto:awilson@cde.ca.gov), 916-445-5669  
Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838

Title II, Part A Improving Teacher and Principal Quality

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note: Non-unified elementary and/or high school districts that have applied for Title II, Part A funds have the option to add a shared attendance area nonprofit private school if they wish to share responsibility for that school's Title II equitable services.

Title III, Part A Immigrant and Limited English Proficient Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Huntington Valley Preschool and Kindergarten	6206346	8	Y	N	N	N	N	

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2016-17 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Rina DeRose, Title I Policy and Program Guidance Office, [RDerose@cde.ca.gov](mailto:RDerose@cde.ca.gov), 916-323-0472  
Mindi Yates, Title I Policy and Program Guidance Office, [myates@cde.ca.gov](mailto:myates@cde.ca.gov), 916-319-0789

The LEA must offer to provide equitable services that address the needs of nonprofit private school students and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a private non-profit school. This includes students who attend nonprofit private schools outside the LEA's boundaries.

School Name	School Code	Enrollment	Participating	Affirmation On File	Low Income Student Count	Direct Services	Contract Services	School Added
Huntington Valley Preschool and Kindergarten	6206346	8	N	Y		N	N	N
Orange Crescent	6929780	264	Y	Y	4	N	Y	Y
Shoreline Christian School	6988240	156	N	Y		N	N	N
The Pegasus School	7005853	529	N	Y		N	N	N

\*\*\*Warning\*\*\*

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2016-17 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred?	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A LEP Participation	School Added	Comment (Max 250 char)
Shoreline Christian School	6988240	156	Y	N	N	N	N	
The Pegasus School	7005853	529	Y	N	N	N	N	

\*\*\*Warning\*\*\*

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**2016-17 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

**CDE Program Contact:**

Nancy Bodenhausen, Title I Policy and Program Guidance Office, [NBodenhausen@cde.ca.gov](mailto:NBodenhausen@cde.ca.gov), 916-445-4904  
 Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In

Low income measure	FRPM
Group Schools by Grade Span	Yes
District-wide Low Income %	21.41%
Grade Span 1 Low Income %	21.96%
Grade Span 2 Low Income %	20.49%
Grade Span 3 Low Income %	0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Cox (James H.) Elementary	6066922	1	734	219	29.84	Y	N	1	Y		
Plavan (Urbain H.) Elementary	6085278	1	522	155	29.69	Y	N	2	Y		
Oka (Isojiro) Elementary	6068605	1	415	116	27.95	Y	N	3	Y		

**\*\*\*Warning\*\*\***

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**2016-17 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment (Max 500 char)
Tamura (Hisamatsu) Elementary	6027924	1	626	128	20.45	N	N	4	N		
Gisler (Robert) Elementary	6027973	1	532	93	17.48	N	N	5	N		
Courreges (Roch) Elementary	6094635	1	670	97	14.48	N	N	6	N		
Newland (William T.) Elementary	6027999	1	486	67	13.79	N	N	7	N		
Masuda (Kazuo) Middle	6094627	2	853	237	27.78	Y	N	1	Y		
Fulton (Harry C.) Middle	6027916	2	820	135	16.46	N	N	2	N		
Talbert (Samuel E.) Middle	6071096	2	709	116	16.36	N	N	3	N		

**\*\*\*Warning\*\*\***

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### 2015-16 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2015 through June 30, 2016.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2015-16 Title II, Part A entitlement	\$127,191
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**Professional Development Expenditures**

Professional development for teachers	\$1,736
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	\$125,369
Administrative and indirect costs	\$86
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$127,191
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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### 2015-16 Title III, Part A Immigrant YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through June 30, 2016.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
  - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
  - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
  - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
  - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2015-16 Title III, Part A Immigrant entitlement	\$10,410
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$6,445
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$2,765
4000-4999 Books and supplies	\$0
5000-5999 Services and other operating expenditures	\$0
Administrative and indirect costs	\$0
Total year-to-date expenditures	\$9,210
2015-16 Unspent funds	\$1,200
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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### 2015-16 Title III, Part A LEP YTD Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2015 through June 30, 2016.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized LEP Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2015-16 Title III, Part A LEP entitlement	\$73,017
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$57,143
2000-2999 Classified personnel salaries	\$0
3000-3999 Employee benefits	\$9,986
4000-4999 Books and supplies	\$3,368
5000-5999 Services and other operating expenditures	\$2,520
Administrative and indirect costs (Amount cannot exceed 2% of the entitlement.)	\$0
Total year-to-date expenditures	\$73,017
2015-16 Unspent funds	\$0
General comment (Maximum 500 characters)	

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## 2015-16 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

### CDE Program Contact:

Leanne Wheeler, Coordinated School Health and Safety Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383  
 Pat Boncella, Coordinated School Health and Safety Office, [pboncell@cde.ca.gov](mailto:pboncell@cde.ca.gov), 916-319-0384

### Homeless Education Certification

The LEA hereby assures and certifies to the California State Board of Education that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths
  
2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:
  - a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless
  - b) Includes a dispute resolution process
  - c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison
  
3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

Homeless liaison first name	Cara
Homeless liaison last name	Robinson
Homeless liaison title	Director, Support Services
Homeless liaison e-mail address (format: abc@xyz.zyx)	robinsonc@fvsd.us
Homeless liaison telephone number (format: 999-999-9999)	714-843-3281
Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
If yes, indicate what level of training was completed. (Check all options that apply.)	
Local	Yes

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### 2015-16 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in ESEA Section 722. This collection includes 1) monitoring LEAs and their compliance with key provisions of the Education for Homeless Children and Youths Act and 2) collecting contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Leanne Wheeler, Coordinated School Health and Safety Office, [lwheeler@cde.ca.gov](mailto:lwheeler@cde.ca.gov), 916-319-0383  
 Pat Boncella, Coordinated School Health and Safety Office, [pboncell@cde.ca.gov](mailto:pboncell@cde.ca.gov), 916-319-0384

County	Yes
State	No
National	No

**Homeless Education Policy and Requirements**

Does the LEA have a written homeless education policy	Yes
No policy comment	We will meet the basic needs (clothing, supplies, health) of homeless students and reach out to parents in homeless situations.
Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	11/14/2002
Does the LEA meet the above federal requirements	Yes
Compliance comment	
Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

**Title I, Part A Homeless Expenditures**

2015-16 Title I, Part A Entitlement	\$363,316
2015-16 Title I, Part A direct or indirect services to homeless children reservation	\$4,666
Amount of 2015-16 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	\$0
No expenditures or encumbrances comment	There have been no request in 2015-16. Typically bus passes are provided through OCDE.
Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

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2015-16 Title I, Part A School Funded Staff Report

To collect school level data, as required by ESEA, about teachers and instructional paraprofessionals in Title I, Part A programs.

CDE Program Contact:

Jane Liang, District Innovation and Improvement Office, [jliang@cde.ca.gov](mailto:jliang@cde.ca.gov), 916-319-0259  
Jacqueline Matranga, District Innovation and Improvement Office, [jmatranga@cde.ca.gov](mailto:jmatranga@cde.ca.gov), 916-445-4905

School Name	School Code	Public	New Title I, Part A Funded Teachers Hired Count	Non-ESEA Qualified Hired Count	Title I, Part A Funded Teachers Count (0.00)	Title I, Part A Funded FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals Count (0.00)	ESEA Qualified FTE Paraprofessionals %	Title I, Part A Funded Administrators Count (0.00)	Title I, Part A Funded Support Staff Count (0.00)	Other Title I, Part A Funded Staff Count (0.00)
Cox (James H.) Elementary	6066922	Y	0	0	0	0	0		0	0	0
Masuda (Kazuo) Middle	6094627	Y	0	0	0.55	0	0		0	0	0
Oka (Isojiro) Elementary	6068605	Y	0	0	0	0	0		0	0	0
Plavan (Urbain H.) Elementary	6085278	Y	0	0	0	0	0		0	0	0

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

CDE Program Contact:

Nancy Bodenhausen, Title I Policy and Program Guidance Office, [NBodenhausen@cde.ca.gov](mailto:NBodenhausen@cde.ca.gov), 916-445-4904  
Lana Zhou, Title I Policy and Program Guidance Office, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956

District Parental Involvement Certification

Each LEA shall develop jointly with, agree on with, and distribute to parents of Title I children, a written Title I parental involvement policy (ESEA Section 1118(a)). The policy describes how the LEA will:

- a) Involve parents in the joint development of the LEA Plan and the processes of school review and improvement for program improvement schools under ESEA Section 1116;
- b) Help schools to plan and implement effective parental involvement activities to improve student academic achievement and school performance;
- c) Build the schools' and parents' capacity for strong parental involvement;
- d) Coordinate and integrate parental involvement strategies under Part A and under other programs as specified;
- e) Conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy and use the findings of the evaluation to design more effective parental involvement; and
- f) Involve parents in the activities of the Title I schools.

Does the district have a written parental involvement policy Yes

LEA policy compliance Yes

Does your current Title I district level parental involvement policy meet the above criteria

Annual evaluation date 07/01/2015

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

Annual Evaluation

Our community prefers parent education provided by their schools. Every school provided at least one parent education opportunity and most provided many more.

Describe the involvement of parents during the policy evaluation process. If no evaluation occurred or if the evaluation date is not within the allowable range, provide an explanation why. (Maximum 500 characters)

Parental Involvement Allocation

No allocation is reserved for parent involvement because 1% of the grant amount is \$5,000 or less.

Describe parental involvement in decisions on the use of parental involvement set-aside. (Maximum 500 characters)

District Parental Involvement Contact Information

Parental Involvement contact name

Julianne Hoefer

Contact title

Director, Assessment & Accountability

Contact e-mail address

hoeferj@fvsd.us

(format abc@xyz.zyx)

Contact telephone number

714-843-3268

(format 999-999-9999)

School Parental Involvement Policy Compliance Requirements

The Title I, Part A school-level parental involvement policy describes the means to carry out:

- a) Involvement of parents in the development of the policy
- b) School-parent compacts
- c) Building of capacity for involvement of parents
- d) Accessibility and opportunities for participation of parents with limited English proficiency, parents with disabilities, and parents of migratory students

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2015-16 Title I, Part A Parental Involvement Policies

To meet federal requirements specified in ESEA Title I, Part A Section 1118(h) to review the LEAs parental involvement policies and practices to determine if the policies and practices meet the requirements of Section 1118.

School Name	School Code	Parental Involvement Policy Exists	No Policy Comment (Max 250 char)	Meets Policy Requirements ?	Not Compliant Comment (Max 250 char)	Parental Involvement Contact Name	Parental Involvement Contact Title	Parental Involvement Contact E-mail Address (format abc@xyz.zyx)	Parental Involvement Contact Telephone Number (format 999-999-9999)
Cox (James H.) Elementary	6066922	Y		Y		Patrick Ham	Principal	hamp@fvsd.us	714-378-4240
Oka (Isojiro) Elementary	6068605	Y		Y		Erik Miller	Principal	millere@fvsd.us	714-378-4260
Plavan (Urbain H.) Elementary	6085278	Y		Y		Julie Ballesteros	Principal	ballesterosj@fvsd.us	714-378-4230
Masuda (Kazuo) Middle	6094627	Y		Y		Jay Adams	Principial	adamsj@fvsd.us	714-378-4250

\*\*\*Warning\*\*\*

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2015-16 Title II, Part A School Class Size Reduction Report

The ESEA Act of 2001, Title II, Part A, Section 2123(a)(2)(B) allows LEAs to use ESEA Title II, Part A funds to recruit and hire highly qualified teachers to reduce class size.

CDE Program Contact:

Melissa Flemmer, Educator Excellence Office, [mflommer@cde.ca.gov](mailto:mflommer@cde.ca.gov), 916-324-5689

School Name	School Code	Total Class Size Reduction Teacher Count	ESEA Title II Part A Funded Class Size Reduction Teacher Count	ESEA/Highly Qualified Teacher Count
Courreges (Roch) Elementary	6094635	0	0	0
Cox (James H.) Elementary	6066922	0	0	0
Fulton (Harry C.) Middle	6027916	1	1	1
Gisler (Robert) Elementary	6027973	0	0	0
Masuda (Kazuo) Middle	6094627	1	1	1
Newland (William T.) Elementary	6027999	0	0	0
Oka (Isojiro) Elementary	6068605	0	0	0
Plavan (Urbain H.) Elementary	6085278	0	0	0
Talbert (Samuel E.) Middle	6071096	1	1	1
Tamura (Hisamatsu) Elementary	6027924	0	0	0

\*\*\*Warning\*\*\*

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2015-16 Title III, Part A LEP Nonprofit Private School Reimbursement

The purpose of this data collection is to capture the documentable number of private school English learners who received Title III services during the reported fiscal year.

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838

School Name	School Code	Enrollment	Flagged for LEP Participation	English Learner Students Served	Participation Explanation (Max 500 char)
Huntington Valley Preschool and Kindergarten	6206346	8	N	0	
Shoreline Christian School	6988240	156	N	0	
The Pegasus School	7005853	529	N	0	

\*\*\*Warning\*\*\*

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### 2014-15 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2014 through June 30, 2016.

**CDE Program Contact:**

Melissa Flemmer, Educator Excellence Office, [mflemmer@cde.ca.gov](mailto:mflemmer@cde.ca.gov), 916-324-5689

2014-15 Title II, Part A entitlement	\$128,217
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**Professional Development Expenditures**

Professional development for teachers	\$113
Professional development for administrators	
Subject matter project	
Other professional development expenditures	

**Exams and Test Preparation Expenditures**

Exam fees, reimbursement	
Test preparation training and or materials	
Other exam and test preparation expenditures	

**Recruitment, Training, and Retaining Expenditures**

Recruitment activities	\$1,317
Hiring incentive and or relocation allotment	
National Board Certification and or stipend	
Verification process for special settings (VPSS)	
University course work	
Other recruitment training and retaining expenditures	

**Miscellaneous Expenditures**

Class size reduction	\$126,688
Administrative and indirect costs	\$99
Total funds transferred to Title I, Part A	
Other allowable expenditures or encumbrances	
Total expenditures and encumbrances	\$128,217
General Comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2014-15 Title III, Part A Immigrant YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2016.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Approved Immigrant Sub-grantee Activities**

(e) ACTIVITIES BY AGENCIES EXPERIENCING SUBSTANTIAL INCREASES IN IMMIGRANT CHILDREN AND YOUTH-

- (1) IN GENERAL-An eligible entity receiving funds under section 3114(d)(1) shall use the funds to pay for activities that provide enhanced instructional opportunities for immigrant children and youth, which may include-
  - (A) family literacy, parent outreach, and training activities designed to assist parents to become active participants in the education of their children;
  - (B) support for personnel, including teacher aides who have been specifically trained, or are being trained, to provide services to immigrant children and youth;
  - (C) provision of tutorials, mentoring, and academic or career counseling for immigrant children and youth
  - (D) identification and acquisition of curricular materials, educational software, and technologies to be used in the program carried out with funds;

- (E) basic instruction services that are directly attributable to the presence in the school district involved of immigrant children and youth, including the payment of costs of providing additional classroom supplies, costs of transportation, or such other costs as are directly attributable to such additional basic instruction services;
- (F) other instruction services that are designed to assist immigrant children and youth to achieve in elementary schools and secondary schools in the United States, such as programs of introduction to the educational system and civics education; and
- (G) activities, coordinated with community-based organizations, institutions of higher education, private sector entities with expertise in working with immigrants, to assist parents of immigrant children and youth by offering comprehensive community services.

2014-15 Title III, Part A Immigrant entitlement	\$9,389
2014-15 Title III, Part A supplemental Immigrant entitlement	\$2,801
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$6,617
2000-2999 Classified personnel salaries	\$50
3000-3999 Employee benefits	\$1,668
4000-4999 Books and supplies	\$3,588
5000-5999 Services and other operating expenditures	\$45
Administrative and indirect costs	\$222
Total year-to-date expenditures	\$12,190
2014-15 Unspent funds	\$0
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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### 2014-15 Title III, Part A LEP YTD Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2014 through June 30, 2016.

**CDE Program Contact:**

Patty Stevens, Language Policy and Leadership Office, [pstevens@cde.ca.gov](mailto:pstevens@cde.ca.gov), 916-323-5838  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [gndirang@cde.ca.gov](mailto:gndirang@cde.ca.gov), 916-323-5831

**Required and Authorized LEP Sub-grantee Activities**

**Required**

Section 3115 (c)(1) To increase the English Proficiency by providing high-quality language instruction educational programs that are based on scientifically based research demonstrating the effectiveness of the programs.

Section 3115 (c)(2) To provide high quality professional development to classroom teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), principals, administrators, and other school or community-based organizational personnel.

**Authorized**

- (1) Upgrading program objectives and effective instruction strategies.
- (2) Improving the instruction program for limited English proficient children by identifying acquiring and upgrading curricula, instruction materials, educational software, and assessment procedures.
- (3) Providing tutorials and academic or vocational education for limited English proficient children and intensified instruction.
- (4) Developing and implementing elementary school or secondary school language instruction educational programs that are coordinated with other relevant programs and services.
- (5) Improving the English proficiency and academic achievement of limited English proficient children.
- (6) Providing community participation programs, family literacy services and parent outreach and training activities to limited English proficient children and their families.

2014-15 Title III, Part A LEP entitlement	\$76,910
<b>Object Code - Activity</b>	
1000-1999 Certificated personnel salaries	\$37,235
2000-2999 Classified personnel salaries	\$9,439
3000-3999 Employee benefits	\$12,116
4000-4999 Books and supplies	\$9,973
5000-5999 Services and other operating expenditures	\$6,997
Administrative and indirect costs	\$1,150
Total year-to-date expenditures	\$76,910
2014-15 Unspent funds	\$0
General comment (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**

**TO:** Christine Fullerton, Assistant Superintendent Business Services  
**FROM:** Isidro Guerra, Director, Fiscal Services  
**SUBJECT:** **Approval of Resolution 2016-19 Education Protection Account (EPA)  
Funding and Spending Determinations for the 2016-17 Fiscal Year**  
**DATE:** June 21, 2016

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**Background:**

In November of 2012, Proposition 30, The Schools and Local Public Safety Protection Act of 2012 was approved by the voters. Tax revenues from Proposition 30 are being deposited at the state level into the Education Protection Account (EPA). Funds from this account are then dispersed to school districts as well as other agencies.

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education and community college districts are required to determine how the moneys received from the Education Protection Account are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

**Recommendation:**

It is recommended that the Board of Trustees adopts resolution 2016-19 approving the expenditure of Education Protection Account funds to be received quarterly during the 2016-17 fiscal year.

FOUNTAIN VALLEY SCHOOL DISTRICT

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FOUNTAIN VALLEY SCHOOL DISTRICT**

**RESOLUTION 2016-19  
EDUCATION PROTECTION ACCOUNT**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education

Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of the Fountain Valley School District;

2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Fountain Valley School District has determined to spend the monies received from the Education Protection Act as attached.

DATED: June 30, 2016.

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Jeannie Galindo, President

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Sandra Crandall, President Pro-Tem

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Lisa Schultz, Clerk

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Ian Collins, Member

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Jim Cunneen, Member

2012-13 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Expenditures through: June 30, 2017**  
**For Fund 01, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	5,456,042.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>5,456,042.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
<b>(Objects 1000-7999)</b>		
Instruction	1000-1999	5,456,042.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>5,456,042.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>





Fountain Valley School District  
Support Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
SUBJECT: **School-Based Medi-Cal Administrative Activities (SMAA)  
Participation Agreement**  
DATE: June 23, 2016

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**Background:**

Orange County Department of Education, Region 9 Local Educational Consortium (LEC) has entered into an Agreement with the California State Department of Health Care Services to serve Local Educational Consortium for Region 9 in accordance with the California Welfare and Institutions Code. As part of Region 9, FVSD is referred to as the Local Education Agency (LEA) to administer School-based Medi-Cal Administrative Activities (SMAA). The goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and accessibility of School-based Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families where appropriate.

**Fiscal Impact:**

FVSD will receive Medi-Cal reimbursement over an annual 4.5% fee to SMAA.

**Recommendation:**

It is recommended that the Board of Trustees approves the School-based Medi-Cal Administrative Activities (SMAA) Participation Agreement for the term of July 1, 2016 through June 30, 2017 and authorizes the Superintendent or designee to sign all documents.

FOUNTAIN VALLEY SCHOOL DISTRICT  
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
PARTICIPATION AGREEMENT

This AGREEMENT is hereby entered into this 1st day of July, 2016, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, Region 9 Local Educational Consortium (LEC), hereinafter referred to as SUPERINTENDENT, and the Fountain Valley School District, 10055 Slater Avenue, California 92708, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the California State Department of Health Care Services, hereinafter referred to as STATE, which is incorporated herein by this reference, to serve as the Local Educational Consortium (LEC) for the Region 9 in accordance with the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, SUPERINTENDENT has been designated by the STATE to represent school districts and county offices located in Region 9, hereinafter referred to as LEA (Local Education Agency) to administer School-based Medi-Cal Administrative Activities (SMAA) described as Administrative Claiming process in the California Welfare and Institutions Code Section 14132.47(c) (1); and

WHEREAS, the goal of the School-based Medi-Cal Administrative Activities (SMAA) Program is to improve the availability and

1 accessibility of Medi-Cal services to Medi-Cal eligible and  
2 potentially eligible individuals, and their families where  
3 appropriate, served by the SUPERINTENDENT and participating LEA'S;  
4 and

5 WHEREAS, DISTRICT is providing School-based Medi-Cal  
6 Administrative Activities and wishes to participate in the School-  
7 based Medi-Cal Administrative Activities Program.

8 NOW, THEREFORE, the Parties hereby agree as follows:

9 1.0 TERM. The term of this AGREEMENT shall be for a period of one  
10 (1) year commencing on July 1, 2016, and ending on June 30, 2017,  
11 subject to termination as set forth in this AGREEMENT.

12 2.0 RESPONSIBILITIES OF SUPERINTENDENT.

13 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
14 amended as necessary to comply with all Federal, state  
15 and SUPERINTENDENT'S program requirements.

16 b. "Certify" to the STATE the amount of DISTRICT'S general  
17 funds or any other funds allowed under Federal law and  
18 regulation expended on the allowable "Program  
19 activities".

20 c. Certify to the STATE the availability and expenditure of  
21 one hundred percent (100%) of the non-Federal cost of  
22 performing Program activities.

23 d. Certify to the STATE that DISTRICT expenditures  
24 represent costs that are eligible for Federal financial  
25 participation for that fiscal year.

e. Act as liaison between STATE and DISTRICT.

- 1 f. As mandated, provide a software platform through a third  
2 party vendor, through which the DISTRICT shall utilize  
3 the Random Moment Time Study (RMTS) process. Although  
4 the SUPERINTENDENT will make every reasonable effort to  
5 facilitate the use of the software platform, the  
6 SUPERINTENDENT is not responsible for problems resulting  
7 from software platform or system errors.
- 8 g. Represent DISTRICT'S issues, concerns, and questions at  
9 scheduled statewide LEC Advisory Committee meetings,  
10 STATE meetings, and SMAA Program work groups.
- 11 h. As mandated by STATE, attend STATE trainings.
- 12 i. Conduct Region 9 LEC DISTRICT SMAA Coordinator meetings  
13 and trainings.
- 14 j. On behalf of STATE, provide STATE approved training  
15 materials and updates to DISTRICT.
- 16 k. On behalf of STATE, provide program technical  
17 assistance.
- 18 l. Code all SMAA RMTS moments and make available to the  
19 DISTRICT its RMTS results.
- 20 m. Review and submit the Random Moment Time Study (RMTS)  
21 quarterly invoice to the STATE on behalf of the DISTRICT  
22 and convey to the DISTRICT by warrant all funds received  
23 on behalf of DISTRICT from the STATE less any amount due  
24 the SUPERINTENDENT as defined in Section 5.0 of this  
25 AGREEMENT. No funds will be conveyed to DISTRICT for  
invoices that have been disallowed by the STATE.



- 1 n. Offer the DISTRICT the option of the LEC preparing the  
2 RMTS quarterly invoice and assist the DISTRICT with the  
3 calculation of the LEA Medi-Cal Eligibility Rate or "Tape  
4 Match percentage" from data submitted by the DISTRICT for  
5 a mutually agreed to fee.
- 6 o. Review DISTRICT'S quarterly invoice documents for  
7 accuracy and completeness and request corrections if  
8 necessary.
- 9 p. Review corrected documents for compliance with rules and  
10 regulations; work with DISTRICT to resolve any  
11 outstanding matters that prevent SUPERINTENDENT'S  
12 certification of claim.
- 13 q. Provide DISTRICT access to STATE SMAA Appeal Process  
14 upon request.
- 15 r. Appeal DISTRICT decision or action through the STATE  
16 SMAA Appeal Process if necessary.
- 17 s. Monitor compliance of DISTRICT with all Federal, STATE,  
18 and SUPERINTENDENT'S Program requirements.
- 19 t. Designate an employee to act as liaison to DISTRICT  
20 regarding issues relating to this AGREEMENT.

21 3.0 RESPONSIBILITIES OF DISTRICT.

- 22 a. Responsibilities of SUPERINTENDENT and DISTRICT will be  
23 amended as necessary to comply with all Federal, STATE  
24 and SUPERINTENDENT'S program requirements.
- 25 b. RMTS software platform may be accessed only by employees  
of the DISTRICT for RMTS purposes. DISTRICT agrees to

1           comply with the confidentiality and other requirements  
2           associated with use of the RMTS software platform.  
3           DISTRICT shall be responsible for any unauthorized use  
4           and understands that the DISTRICT may be held liable.

5           c.   Quarterly assess SMAA claiming potential within the  
6           DISTRICT and determine which staff perform SMAA  
7           activities and will participate in the Random Moment  
8           Time Study (RMTS) and what direct charges, if  
9           applicable, will be claimed.

10          d.   Certify to the SUPERINTENDENT and STATE the amount of  
11          DISTRICT'S general funds or any other funds allowed  
12          under Federal law and regulations expended on the  
13          allowable "Program activities".

14          e.   Comply fully with all Title XIX Federal, STATE, and  
15          SUPERINTENDENT'S Program requirements.

16          f.   Certify to SUPERINTENDENT and STATE the availability and  
17          expenditure, from allowable non-Federal funding sources,  
18          of one hundred percent (100%) of the cost of performing  
19          Program activities.

20          g.   Certify to SUPERINTENDENT and STATE expenditures  
21          represent costs that are eligible for Federal financial  
22          participation for that fiscal year.

23          h.   If subcontracting for certain administrative activities,  
24          provide SUPERINTENDENT with a copy of the DISTRICT'S  
25          contract with vendor. DISTRICT may include vendor's  
allowable costs on its invoice, to the extent that same

1 tasks are not performed by the SUPERINTENDENT and with  
2 the understanding that the total vendor fees cannot  
3 exceed fifteen percent (15%).

4 i. Ensure that DISTRICT'S designated SMAA Coordinator  
5 attends quarterly Region 9 LEC SMAA Coordinators  
6 trainings and meetings.

7 j. Adhere to timelines established by the STATE and  
8 SUPERINTENDENT for completion of Program documentation  
9 (e.g., Program invoices, Random Moment Time Study (RMTS)  
10 Rosters, reports, etc.). Respond in a timely manner to  
11 all STATE and SUPERINTENDENT requests for information  
12 and documentation.

13 k. Respond to SUPERINTENDENT reviews with information and  
14 corrected documents upon request.

15 l. Work with SUPERINTENDENT to resolve any outstanding  
16 matters.

17 m. Appeal SUPERINTENDENT'S decision through the STATE  
18 SMAA LEA Appeal Process if necessary.

19 n. Complete quarterly Random Moment Time Study (RMTS), as  
20 required by the Centers for Medicare and Medicaid  
21 Services (CMS), to determine the amount of paid time  
22 spent on Program claimable activities.

23 o. DISTRICT will maintain a minimum response rate of  
24 eighty-five percent (85%) of the moments assigned per  
25 time study quarter. If DISTRICT is unable to maintain  
the required response rate, DISTRICT will have sanctions



1 applied according to the School-based Medi-Cal  
2 Administrative Activities (SMAA) Manual.

3 p. Develop and maintain at the DISTRICT an Operational  
4 Plan/Audit File to include at a minimum the following:

- 5 • Training materials.
- 6 • Random Moment Time Study (RMTS) Time Survey  
7 Participant (TSP) Roster Reports and other  
8 documentation, including validation of time  
9 survey participant attendance.
- 10 • Time certification and supporting documentation  
11 for direct charge staff.
- 12 • Position Descriptions/Duty Statements.
- 13 • Medi-Cal Percentage documentation.
- 14 • Invoice documents and supporting documentation.
- 15 • Contracts/MOU.
- 16 • Organizational Charts.
- 17 • School Calendar.
- 18 • Resource Directories and outreach materials.
- 19 • Program review documentation.

20 q. Prepare and certify School-based MAA invoices to the LEC  
21 in conformance with STATE requirements and timelines.

22 r. Provide SUPERINTENDENT with copies of SMAA invoice  
23 supporting documentation upon request.

24 s. DISTRICT agrees to maintain and preserve, documentation  
25 for a period of not less than five years after  
termination of Agreement Number 42824 and final payment  
from Department of Health Care Services (DHCS) to  
SUPERINTENDENT, to permit Department of Health Care  
Services (DHCS) or any duly authorized representative,  
to have access to examine or audit any pertinent books,  
documents, papers and records related to this AGREEMENT



1 and to allow interviews of any employee who might  
2 reasonably have information related to such records.

3 t. If DISTRICT'S AGREEMENT is in excess of Ten thousand  
4 dollars (\$10,000.00), DISTRICT shall agree and comply  
5 with the following terms and conditions:

6 1. Maintain books, records, documents, and other  
7 evidence, accounting procedures and practices,  
8 sufficient to properly reflect all direct and  
9 indirect costs of whatever nature claimed to  
10 have been incurred in the performance of this  
11 AGREEMENT, including any matching costs and  
12 expenses. The foregoing constitutes "records"  
13 for the purpose of this provision.

14 2. DISTRICT'S facility or office or such part  
15 thereof as may be engaged in the performance  
16 of this AGREEMENT and its records shall be  
17 subject at all reasonable times to inspection,  
18 audit, and reproduction.

19 3. The Department of Health Care Services (DHCS),  
20 the Department of General Services, the Bureau  
21 of State Audits, or their designated  
22 representatives including the Comptroller  
23 General of the United States shall have the  
24 right to review and to copy any records and  
25 supporting documentation pertaining to the  
performance of this AGREEMENT. DISTRICT agrees

1 to allow the auditor(s) access to such records  
2 during normal business hours and to allow  
3 interviews of any employees who might  
4 reasonably have information related to such  
5 records. Further, DISTRICT agrees to include a  
6 similar right of the STATE to audit records  
7 and interview staff related to performance of  
8 this AGREEMENT.

9 4. Preserve and make available its records (1)  
10 for a period of five (5) years from the date  
11 of final payment under this AGREEMENT, and (2)  
12 for such longer period, if any, as required by  
13 applicable statute, by any other provision of  
14 this AGREEMENT, or by subparagraphs (a) or (b)  
15 below:

16 (a) If this AGREEMENT is completely or  
17 partially terminated, the records  
18 relating to the work terminated shall be  
19 preserved and made available for a period  
20 of three (3) years from the date of  
21 resulting final settlement.

22 (b) If any litigation, claim, negotiation,  
23 audit, or other action involving the  
24 records has been started before the  
25 expiration of the three-year period, the  
records shall be retained until

1 completion of the action and resolution  
2 of all issues which arise from it, or  
3 until the end of the regular three-year  
4 period, whichever is later.

5 5. DISTRICT shall comply with the above  
6 requirements and be aware of the penalties for  
7 violations of fraud and for obstruction of  
8 investigation as set forth in Public Contract  
9 Code §10115.10, if applicable.

10 6. DISTRICT, may at its discretion, following  
11 receipt of final payment under this AGREEMENT,  
12 reduce its accounts, books and records related  
13 to this AGREEMENT to microfilm, computer disk,  
14 CD ROM, DVD, or their data storage medium.  
15 Upon request by an authorized representative  
16 to inspect, audit or obtain copies of said  
17 records, DISTRICT must supply or make  
18 available applicable devices, hardware, and/or  
19 software necessary to view, copy and/or print  
20 said records. Applicable devices may include,  
21 but are not limited to microfilm readers and  
22 microfilm printers, etc.

23 u. The STATE, through any authorized representatives, has  
24 the right at all reasonable times to inspect or  
25 otherwise evaluate the work performed or being performed  
hereunder and the premises in which it is being

1 performed. If any inspection or evaluation is made of  
2 the premises of DISTRICT, DISTRICT shall provide all  
3 reasonable facilities and assistance for the safety and  
4 convenience of the authorized representative in the  
5 performance of their duties. All inspections and  
6 evaluations shall be performed in such a manner as will  
7 not unduly delay the work.

8 v. In the event an invoice is revised or is disallowed by  
9 the STATE, agree to reimburse SUPERINTENDENT within  
10 thirty (30) days of receipt of an invoice from  
11 SUPERINTENDENT evidencing SUPERINTENDENT'S payment to  
12 the STATE for DISTRICT'S revised or disallowed invoice.

13 w. Ensure no duplicative billings.

14 x. Hold SUPERINTENDENT harmless from any Federal  
15 disallowance of SMAA claim payments made to DISTRICT by  
16 the STATE.

17 y. Designate an employee to act as a liaison with  
18 SUPERINTENDENT to provide DISTRICT specific information  
19 relative to SMAA Program administration and fiscal  
20 issues.

21 z. Complete and return with the fully executed AGREEMENT,  
22 SUPERINTENDENT'S School-based Medi-Cal Administrative  
23 Activities (SMAA) District Information 2016/2017 form,  
24 Appendix "A", attached hereto and incorporated by  
25 reference herein.



1 4.0 DISTRICT CLAIM REIMBURSEMENT. Upon satisfactory compliance of  
2 DISTRICT'S responsibilities outlined in Section 3.0 of this  
3 AGREEMENT and after SUPERINTENDENT has received reimbursement from  
4 the STATE for DISTRICT'S quarterly SMAA claim(s), SUPERINTENDENT  
5 shall convey to DISTRICT by warrant, all funds received on behalf of  
6 DISTRICT from the STATE less any amount due the SUPERINTENDENT and  
7 STATE as determined in Section 5.0 below. No funds will be conveyed  
8 to DISTRICT for invoices that have been revised or disallowed by the  
9 STATE or Federal. Payment to DISTRICT shall be made within forty-  
10 five (45) days of receipt and reconciliation of STATE funds by  
11 SUPERINTENDENT.

12 5.0 FEE SCHEDULE.

13 a. Annual STATE Participation Fee. DISTRICT will be responsible  
14 for DISTRICT'S share of the STATE Participation Fee, which is based  
15 on the STATE'S cost for administering the SMAA claiming process.  
16 SUPERINTENDENT will reduce DISTRICT'S quarterly SMAA claim  
17 reimbursement for DISTRICT'S share of the STATE Participation Fee  
18 increase.

19 b. State RMTS Software Platform Fee. DISTRICT will be  
20 responsible for DISTRICT'S share of the State RMTS Software Platform  
21 Fee, which is based on the DISTRICT'S actual cost of utilizing the  
22 State RMTS Software Platform through a third party administrator  
23 selected by the Region 9 LEC for the Random Moment Time Study.  
24 SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the  
25 software platform fees RMTS Software Platform Fee, which is based on  
the DISTRICT'S actual cost of utilizing the State RMTS Software

1 Platform through a third party administrator selected by the Region  
2 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill  
3 DISTRICT for DISTRICT'S share of the software platform fees as  
4 described in State RMTS Software Platform Fees and SUPERINTENDENT'S  
5 Administrative Support Optional Service Fees, Appendix "B", attached  
6 hereto and incorporated by reference herein. DISTRICT shall complete  
7 and return with the fully executed AGREEMENT the State RMTS Software  
8 Platform Fees and SUPERINTENDENT'S Administrative Support Optional  
9 Service Fees form, Appendix "B", attached hereto and incorporated by  
10 reference herein

11 c. SUPERINTENDENT'S Administrative Support Fees.

12 1. After SUPERINTENDENT has received  
13 reimbursement from the STATE for DISTRICT'S  
14 quarterly SMAA claim(s), SUPERINTENDENT will  
15 transfer to DISTRICT an amount equal to the  
16 Federal share of cost received as reimbursement  
17 for DISTRICT'S SMAA claim submitted by DISTRICT,  
18 less four and one-half percent (4.5%) fee per  
19 quarterly claim which will be used to support  
20 SUPERINTENDENT'S SMAA administration. The four and  
21 one-half percent (4.5%) fee may be amended as  
22 necessary to support compliance with all Federal,  
23 STATE and SUPERINTENDENT'S program requirements.

24 2. Optional Services. If the DISTRICT selects  
25 the option of having the LEC prepare the RMTS  
quarterly invoice and assist the DISTRICT with the

1 calculation of the LEA Medi-Cal Eligibility Rate or  
2 "Tape Match percentage" from data submitted by the  
3 DISTRICT, an additional two percent (2.0%) will be  
4 added to the Administrative Support Fee percentage  
5 mentioned in 5.c.1 above. SUPERINTENDENT will  
6 provide Optional Services upon written request of  
7 DISTRICT as described in State RMTS Software  
8 Platform Fees and SUPERINTENDENT'S Administrative  
9 Support Optional Service Fees, Appendix "B",  
10 attached hereto and incorporated by reference  
11 herein.

12 d. The obligations of SUPERINTENDENT and DISTRICT under this  
13 AGREEMENT are contingent upon the availability of funds furnished by  
14 the United States Government and the State of California. In the  
15 event that such funding is terminated or reduced, this AGREEMENT may  
16 be terminated, and SUPERINTENDENT'S and DISTRICT'S fiscal  
17 obligations hereunder shall be limited to a pro-rated amount of  
18 funding actually received by the SUPERINTENDENT and DISTRICT from  
19 the United States Government and the State of California under this  
20 AGREEMENT. SUPERINTENDENT shall provide DISTRICT written  
21 notification of such termination. Notice shall be deemed given when  
22 received by the DISTRICT or no later than three (3) days after the  
23 day of mailing, whichever is sooner.

24 6.0 FEDERAL CLAIMING.

25 a. TITLE 31 - Money and Finance, Subtitle V - General  
Assistance Administration, Chapter 75 - Requirements for Single



1 Audits, Section 7502 requires each pass through entity provide the  
2 sub-recipient program names and any identifying numbers from which  
3 such assistance is derived. The Catalog of Federal Domestic  
4 Assistance (CFDA) number for this Federal program is 93.778, Medical  
5 Assistance Program (Medi-Cal).

6 b. A "Vendor" means a dealer, distributor, merchant, or other  
7 seller providing goods or services that are required for the conduct  
8 of a Federal program. These goods or services may be for an  
9 organization's own use or for the use of beneficiaries of the  
10 Federal program. Additional guidance on distinguishing between a  
11 sub-recipient and a vendor is provided in OMB Circular A-133.

12 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT, in the performance of  
13 this AGREEMENT, shall be and act as an independent contractor.  
14 SUPERINTENDENT understands and agrees that he/she and all of his/her  
15 employees shall not be considered officers, employees or agents of  
16 the DISTRICT, and are not entitled to benefits of any kind or nature  
17 normally provided employees of the DISTRICT and/or to which  
18 DISTRICT'S employees are normally entitled, including, but not  
19 limited to, State Unemployment Compensation or Workers'  
20 Compensation. SUPERINTENDENT assumes full responsibility for the  
21 acts and/or omissions of his/her employees or agents as they relate  
22 to the services to be provided under this AGREEMENT. SUPERINTENDENT  
23 shall assume full responsibility for payment of all Federal, STATE  
24 and local taxes or contributions, including unemployment insurance,  
25 social security and income taxes with respect to SUPERINTENDENT'S  
employees.



1 8.0 COPYRIGHT. DISTRICT understands and agrees that all forms,  
2 plans, and related instructional materials developed by  
3 SUPERINTENDENT or DISTRICT under this AGREEMENT shall become the  
4 exclusive property of the Department of Health Care Services. The  
5 Department of Health Care Services shall have all right, title and  
6 interest in said matters, including the right to secure and maintain  
7 the copyright, trademark and/or patent all forms and related  
8 instructional materials developed under this AGREEMENT.

9 9.0 HOLD HARMLESS.

10 a. SUPERINTENDENT hereby agrees to indemnify, defend, and hold  
11 harmless DISTRICT, its Governing Board, and its officers, agents,  
12 and employees from liability and claims of liability for bodily  
13 injury, personal injury, sickness, disease, or death of any person  
14 or persons, or damage to any property, real, personal, tangible or  
15 intangible, arising out of the negligent acts or omissions of  
16 employees, agents or officers of SUPERINTENDENT or the Orange County  
17 Board of Education during the term of this AGREEMENT.

18 b. DISTRICT hereby agrees to indemnify, defend, and hold  
19 harmless SUPERINTENDENT, the Orange County Board of Education, and  
20 its officers, agents, and employees from liability and claims of  
21 liability for bodily injury, personal injury, sickness, disease, or  
22 death of any person or persons, or damage to any property, real,  
23 personal, tangible or intangible, arising out of the negligent acts  
24 or omissions of employees, agents or officers of DISTRICT during the  
25 term of this AGREEMENT.

1 10.0 CONFIDENTIALITY.

2 a. SUPERINTENDENT and DISTRICT shall maintain confidentiality  
3 of their respective records and information, governing the  
4 confidentiality of client or student information for Medi-Cal  
5 clients served under this AGREEMENT. Applicable laws include, but  
6 are not limited to, 42 U.S.C. Section 1396a(a)7, 42 CFR Section  
7 431.300, Welfare and Institutions Code, Section 14100.2 and 22  
8 California Code of Regulations Section 51009 and all applicable  
9 Federal and/or STATE laws or regulations as each may now exist or be  
10 hereafter amended. The confidentiality obligations contained in  
11 this section shall survive termination of this AGREEMENT.

12 b. DISTRICT understands and agrees to take all reasonable  
13 steps to avoid unauthorized disclosure of any of SUPERINTENDENT'S  
14 agents' proprietary data provided for purposes of this AGREEMENT  
15 hereinafter defined as data file specifications, related  
16 instructions, management reports, training materials, plans or other  
17 information relating to the performance of SUPERINTENDENT'S agents  
18 services hereunder, disclosed by SUPERINTENDENT to DISTRICT pursuant  
19 to this AGREEMENT. DISTRICT shall not during or after the term of  
20 this AGREEMENT, permit the copying, duplication, or use of any of  
21 SUPERINTENDENT'S agents' proprietary data by or to any person other  
22 than authorized employees, agents or representatives of DISTRICT.

23 11.0 ACCURACY OF INFORMATION. DISTRICT shall make reasonable effort  
24 to assure that the information supplied to SUPERINTENDENT hereunder  
25 shall be true, complete, and accurate in all respects. DISTRICT  
shall assume sole responsibility for the truth, completeness and

1 accuracy of all information supplied to SUPERINTENDENT and agrees  
2 that SUPERINTENDENT shall have no responsibility or liability for  
3 the truth, completeness or accuracy of any information submitted by  
4 DISTRICT hereunder. SUPERINTENDENT reserves the right to not certify  
5 SMAA invoice(s) that do not comply with STATE and Federal SMAA  
6 requirements.

7 12.0 LIMITATION OF LIABILITY. SUPERINTENDENT shall not be liable  
8 for damages or losses to DISTRICT employees, agents, independent  
9 contractors or students relating to lost medical services or lost  
10 data under this AGREEMENT. SUPERINTENDENT shall not be liable for  
11 any sums DISTRICT does not obtain in reimbursement from the STATE,  
12 or for any incidental, indirect, special or consequential damages to  
13 DISTRICT arising from the denial of any request for reimbursement  
14 from the STATE.

15 13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this  
16 AGREEMENT shall not be assigned by the DISTRICT without prior  
17 written approval of SUPERINTENDENT.

18 14.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein  
19 must meet the approval of the DISTRICT and shall be subject to the  
20 DISTRICT'S general right of inspection to secure the satisfactory  
21 completion thereof. SUPERINTENDENT and DISTRICT agree to comply  
22 with all Federal, STATE and local laws, rules, regulations and  
23 ordinances that are now or may in the future become applicable to  
24 SUPERINTENDENT or DISTRICT'S, equipment and personnel engaged in  
25 operations covered by this AGREEMENT or accruing out of the  
performance of such operations.



1 15.0 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION. DISTRICT  
2 shall complete and return with the fully executed AGREEMENT the  
3 Certification Regarding Lobbying form, Appendix "C", attached hereto  
4 and incorporated by reference herein, that the DISTRICT has not  
5 made, and will not make, any payment prohibited by Item 1 of the  
6 Certification Regarding Lobbying form.

7 16.0 DEBARMENT AND SUSPENSION CERTIFICATION. By signing this  
8 AGREEMENT, DISTRICT certifies to the best of its knowledge and  
9 belief, that it:

10 a. Is not presently debarred, suspended, proposed for  
11 debarment, declared ineligible, or voluntarily excluded by any  
12 federal department or agency;

13 b. Has not within a three-year period preceding this  
14 AGREEMENT been convicted of or had a civil judgement rendered  
15 against them for commission of fraud or a criminal offense in  
16 connection with obtaining, attempting to obtain, or performing a  
17 public (Federal, STATE or local) transaction or contract under a  
18 public transaction; violation of Federal or STATE antitrust statutes  
19 or commission of embezzlement, theft, forgery, bribery,  
20 falsification or destruction of records, making false statements, or  
21 receiving stolen property.

22 c. Is not presently indicted for or otherwise criminally or  
23 civilly charged by a government entity (Federal, STATE or local)  
24 with commission of any of the offenses enumerated in Section 16.0(b)  
25 herein; and

1 d. Has not within a three-year period preceding this  
2 AGREEMENT had one or more public transactions (Federal, STATE or  
3 local) terminated for cause or default.

4 e. The terms and definitions herein have the meanings set  
5 out in the Definitions and Coverage sections of the rules  
6 implementing Federal Executive Order 12549.

7 f. If DISTRICT is unable to certify to any of the statements  
8 in this certification, DISTRICT shall submit an explanation to  
9 SUPERINTENDENT.

10 g. If DISTRICT knowingly violates this certification, in  
11 addition to other remedies available to the Federal Government, the  
12 Department of Health Care Services (DHCS) may terminate this  
13 AGREEMENT for cause or default.

14 17.0 NON-DISCRIMINATION. In the performance of this AGREEMENT,  
15 SUPERINTENDENT and DISTRICT agree that they shall not engage nor  
16 employ any unlawful discriminatory practices in employment of  
17 personnel or in any other respect on the basis of sex, race, color,  
18 ethnicity, national origin, ancestry, religion, age, marital status,  
19 medical condition, sexual orientation, physical or mental disability  
20 or any other protected group in accordance with the requirements of  
21 all applicable Federal or STATE law.

22 18.0 TOBACCO USE POLICY. In the interest of public health,  
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the  
24 use of any tobacco products are prohibited in buildings and  
25 vehicles, and on any property owned, leased or contracted for by the  
SUPERINTENDENT pursuant to SUPERINTENDENT' Policy 400.15. Failure

1 to abide with conditions of this policy could result in the  
2 termination of this AGREEMENT.

3 19.0 TERMINATION. SUPERINTENDENT or DISTRICT may, at any time, with  
4 or without cause, terminate this AGREEMENT with the giving of thirty  
5 (30) days prior written notice to the other party. However, once  
6 SUPERINTENDENT has submitted a RMTS Roster Report to the Department  
7 of Health Care Services (DHCS), according to the School-based Medi-  
8 Cal Administrative Activities (SMAA) Manual, DISTRICT may not  
9 terminate until the next quarter survey period.

10 20.0 NOTICE. All notices or demands to be given under this  
11 AGREEMENT by either party to the other shall be in writing and given  
12 either by: (a) personal service or (b) by U.S. Mail, mailed either  
13 by registered or certified mail, return receipt requested, with  
14 postage prepaid. Service shall be considered given when received if  
15 personally served or if mailed on the third day after deposit in any  
16 U.S. Post Office. The address to which notices or demands may be  
17 given by either party may be changed by written notice given in  
18 accordance with the notice provisions of this section. As of the  
19 date of this AGREEMENT, the addresses of the parties are as follows:

20 DISTRICT: Fountain Valley School District  
21 10055 Slater Avenue  
22 Fountain Valley, California 92708  
23 Attn: \_\_\_\_\_

24 SUPERINTENDENT: Orange County Superintendent of Schools  
25 200 Kalmus Drive  
Costa Mesa, California 92626  
Attn: Patricia McCaughey

21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek  
redress for violation of, or to insist upon, the strict performance



1 of any term or condition of this AGREEMENT shall not be deemed a  
2 waiver by that party of such term or condition, or prevent a  
3 subsequent similar act from again constituting a violation of such  
4 term or condition.

5 22.0 SEVERABILITY. If any term, condition or provision of this  
6 AGREEMENT is held by a court of competent jurisdiction to be  
7 invalid, void, or unenforceable, the remaining provisions will  
8 nevertheless continue in full force and effect, and shall not be  
9 affected, impaired or invalidated in any way.

10 23.0 GOVERNING LAW. The terms and conditions of this AGREEMENT  
11 shall be governed by the laws of the State of California with venue  
12 in Orange County, California.

13 24.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits  
14 attached hereto constitute the entire agreement among the Parties to  
15 it and supercedes any prior or contemporaneous understanding or  
16 agreement with respect to the services contemplated, and may be  
17 amended only by a written amendment executed by both Parties to the  
18 AGREEMENT.

19 ////

20 ////

21 ////

22 ////

1 IN WITNESS WHEREOF, the Parties hereto set their hands.

2 DISTRICT: FOUNTAIN VALLEY SCHOOL  
3 DISTRICT

ORANGE COUNTY SUPERINTENDENT  
OF SCHOOLS

4 BY: \_\_\_\_\_  
Authorized Signature

BY:  \_\_\_\_\_  
Authorized Signature

5 PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Patricia McCaughey

6 TITLE: \_\_\_\_\_

TITLE: Coordinator

7 DATE: \_\_\_\_\_

DATE: April 19, 2016

8 \_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

9  
10 Fountain Valley School District-MAA(42824)2016-17  
ZIP6



**SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2016-2017**

**1. DISTRICT/SCHOOL**

\_\_\_\_\_  
*District/School Name* County

Claiming Unit: \_\_\_\_\_  
*If different than name above.*

**2. DISTRICT SMAA COORDINATOR**

\_\_\_\_\_  
*Name* District Job Title

\_\_\_\_\_  
*Street Address* City, State, Zip

\_\_\_\_\_  
*Mailing Address (if different than street address)* City, State, Zip

\_\_\_\_\_  
*Phone (please include extension)* Fax Email

**3. SUPERVISOR OF DISTRICT SMAA COORDINATOR**

\_\_\_\_\_  
*Name* District Job Title

\_\_\_\_\_  
*Phone (please include extension)* Fax Email

Check box for this person to be included in communications.

**4. (a) ALTERNATE DISTRICT CONTACT – SMAA COORDINATOR DESIGNEE**

\_\_\_\_\_  
*Name* District Job Title

\_\_\_\_\_  
*Phone (please include extension)* Fax Email

Check box for this person to be included in communications.

**5. (b) ALTERNATE DISTRICT CONTACT – FISCAL DESIGNEE**

\_\_\_\_\_  
*Name* District Job Title

\_\_\_\_\_  
*Phone (please include extension)* Fax Email

Check box for this person to be included in communications.

**SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES (SMAA)  
DISTRICT INFORMATION  
2016-2017**

Appendix A

**6. DATES SMAA COORDINATOR WILL NOT BE AVAILABLE DURING THE SUMMER**

June 2016: \_\_\_\_\_ July 2016: \_\_\_\_\_  
August 2016 \_\_\_\_\_ September 2016: \_\_\_\_\_

\_\_\_\_\_  
*Name of Alternate District Contact during summer (June-September, 2016)*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Email*

**7. FIRST STUDENT ATTENDANCE DATE(S)** \_\_\_\_\_ , 2016 \_\_\_\_\_ , 2016

**8. STUDENT ATTENDANCE BREAKS** Winter: \_\_\_\_\_ to \_\_\_\_\_ , 2017

Spring: \_\_\_\_\_ to \_\_\_\_\_ , 2017

**9. SMAA COORDINATION & TRAINING SUBCONTRACTOR/VENDOR**

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contact*

\_\_\_\_\_  
*Contact Job Title*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*City, State, Zip*

\_\_\_\_\_  
*Phone*

\_\_\_\_\_  
*Fax*

\_\_\_\_\_  
*Email*

---

**PRINTED NAME OF PERSON FILLING OUT FORM**

\_\_\_\_\_  
**JOB CLASSIFICATION TITLE**

\_\_\_\_\_  
**DATE**

APPENDIX B

**State RMTS Software Platform Fees**

DISTRICT will be responsible for DISTRICT'S share of the State RMTS Software Platform Fee, which is based on the DISTRICT'S actual cost of utilizing the State RMTS Software Platform through a third party administrator selected by the Region 9 LEC for the Random Moment Time Study. SUPERINTENDENT will bill DISTRICT for DISTRICT'S share of the software platform fees.

Current third party administrator under contract with SUPERINTENDENT is Public Consulting Group Inc. (PCG). Contract term is for a period of three years ending June 30, 2017. RMTS Software Platform Fees are currently structured on a monthly participant rate based on an aggregate participant count statewide of all LECs utilizing the PCG RMTS system each quarter. Since the California Department of Health Care Services (DHCS) does not require a time study for quarter 1, the July-September quarter, these charges will be half the rate of the monthly fee and based on prior quarter participant count.

<b>Quarter</b>	<b>Monthly Rate/Participant</b>
Q1: July - September	\$0.25/participant/month
Q2: October - December	\$0.50/ participant/month
Q3: January - March	\$0.50/ participant/month
Q4: April - June	\$0.50/ participant/month

**SUPERINTENDENT'S Administrative Support Optional Service Fees**

The following optional service is offered to support the administrative SMAA program. If the DISTRICT selects the optional service, an additional two percent (2.0%) will be added to the Administrative Support Fee percentage.

SUPERINTENDENT will assist DISTRICT with the calculation or transmission of student data files to the DHCS for calculation of the Medi-Cal Eligibility Rate or "Tape Match percentage".

SUPERINTENDENT will create and provide to DISTRICT a fiscal workbook to assist in gathering and preparing the fiscal information required to complete the SMAA invoice claim. The Time Study Participant pool lists and RMTS results will be integrated with the fiscal workbook which will reduce data entry and support consistency of information. SUPERINTENDENT will prepare SMAA invoice claims in accordance with program guidelines approved by DHCS, based on information supplied by the DISTRICT for each fiscal quarter during the Term of the Agreement. DISTRICT will print, sign and submit final invoice claim to SUPERINTENDENT for final review, audit and submission to DHCS for processing.

SUPERINTENDENT will provide annual training to the DISTRICT SMAA Coordinator and relevant finance/business office staff.

Optional Service		Effective Date
<input type="checkbox"/> YES	<input type="checkbox"/> NO	July 1, 2016 - June 30, 2017

\_\_\_\_\_  
 Name:  
 District:

\_\_\_\_\_  
 Date



**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency of the United States Government, a Member of Congress in connection with the making, awarding or entering into this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, 'Disclosure of Lobbying Activities' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contractors, sub-grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DISTRICT: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Signature

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



FOUNTAIN VALLEY SCHOOL DISTRICT  
Educational Services

*MEMORANDUM*

**TO:** Mark Johnson, Superintendent, Steve McLaughlin, Assistant  
Superintendent, Education Services  
**FROM:** Mona Green, Director, Child Development and Recreation Programs  
**SUBJECT:** STATE PRESCHOOL PROGRAM SELF-EVALUATION ANNUAL  
REPORT  
**DATE:** 6/21/2016

---

**BACKGROUND**

The California Department of Education requires the contract holder to evaluate the State Preschool Program annually. Attached is the completed report. The report describes our annual goals and highlights how we accomplished these goals.

**RECOMMENDATION**

It is recommended that the Board of Trustees reviews the Program Self-Evaluation for the State Preschool Program for the school year 2015-16.

**Summary of Program Self-Evaluation  
Fiscal Year 2015–16**

<b>Contractor Legal Name</b> Fountain Valley Elementary School District		<b>Vendor Number</b> 6649
<b>Contract Type(s)</b> CSPP	<b>Age Group (Infant/Toddler, Preschool, School-Age)</b> Preschool	
<b>Program Director Name</b> Mona Green	<b>Phone Number and E-mail Address</b> 714-962-4065, greenm@fvsd.us	
<b>This form can be expanded and is not limited to a single page.</b>		
<p>1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas.</p> <p>We found most of our students in early building level in cog (math &amp; science domain). This year teachers were trained in ST Math. We purchased 6 Ipads per classroom and children were divided into 4 groups of six. Per guidance from trainer we started ST Math curriculum in October 2015. Students are involved in 10 minutes lessons, 3 times per week. Teachers monitor children's improvement by checking their progress report online. Also, based on our goal for 2015/2016 school year, we have started a new curriculum called "We Can" that incorporates common core math and science in our weekly lesson plans. In our small group time we have incorporated patterns, shapes and numbers to enhance children's learning in math &amp; science. We also provided a parent training, with over 75 parents and children attending. They learned how to participate in hand-on activities with their children at home. We have also created math and science activity bags that parents can take home and do the activities with their child at home.</p>		
<p>2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards.</p> <p>In Social Emotional domain, we showed most of our students in the integrating level. We will continue to use GLAD strategies to introduce new social skills and incorporate role play &amp; teaching students appropriate classroom behavior. In using GLAD strategies we provide children with opportunities to express themselves to their peers verbally. By using We Can strategies students will learn to take turns, become independent, follow directions explore other activities, who encourages the making of new relationships. We will be presenting Building Blocks of Communication (BBC) at our parent training which is scheduled for April 6, 2016. This training will provide strategies for parents to learn with their children and help them with developing verbal communication.</p>		



Fountain Valley School District  
Curriculum and Instruction

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Instruction  
SUBJECT: **CONTRACT FOR ADDITIONAL PROFESSIONAL  
DEVELOPMENT SERVICES FOR MIDDLE SCHOOL E/LA  
TEACHERS WITH CAROL JAGO**  
DATE: June 23, 2016

---

**Background:**

Carol Jago has taught English in middle school and high school for 32 years and is the Associate Director of the California Reading and Literature Project at UCLA. She served as president of the National Council of Teachers of English (NCTE) and chairs the College Board's English Academic Advisory Committee. She has published many books with Heinemann, including *With Rigor for All: Meeting Common Core Standards for Reading Literature*.

During the 2015/16 school year, E/LA site leads, one per grade level, met twice with Steve McLaughlin to provide input on professional development. Areas of identified need included increased site and district collaboration time, as well as deeper understanding of instructional expectations under the new State Standards. During the May 3, 2016 training, Carol Jago provided all middle school E/LA teachers with a set of consistent expectations for literacy instruction under the new State Standards. She also provided a foundational understanding of literacy instruction to our teachers.

**Fiscal Impact:**

The cost for the additional day of professional development is \$3,375, which is inclusive of all travel expenses. All expenses associated with this training will be covered with funds allocated in the District's Local Control Accountability Plan to support the implementation of the Common Core State Standards.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract for additional professional development services with Carol Jago, which will occur on September 28, 2016.





DEDICATED TO TEACHERS™

361 Hanover Street  
Portsmouth, NH 03801-3912

Phone (603) 431-7894  
Fax (603) 431-7840  
(603) 431-4971

www.pd.heinemann.com

PD Offering: Consulting Author Event with Carol Jago  
1 PD Day

Date(s): 9/28/2016 - 9/28/2016

Location: Fountain Valley, CA

Total Fee: \$3375

Contact: Hermine Burns


Organization: Fountain Valley School District

**Speaker Expenses:** This contract is INCLUSIVE. The Fee as stated above and on the Terms – Section 1. Fees shall be inclusive of the Speakers per diem and travel expenses incurred in connection with the above described event.

You agree to provide the Speaker with the equipment listed on the attached A/V Needs Specification Sheet attached.

**Contract and Purchase Order is due for the full amount of this agreement by: 7/1/2016. The above date(s) are not secured until Heinemann has received the required purchase order.**

**ACCEPTED AND AGREED**

Signed:  Date: June 10, 2016

Name (print): Steve McLaughlin Title: Assistant Superintendent,  
Curriculum & Instruction

**COUNTERSIGNED**

\_\_\_\_\_  
Cherie Bartlett, Manager of Professional Development, On-Site

## AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

### 1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

### 2. FEES

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-2912, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-2912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

### 3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

### 4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at [marie.calvi@heinemann.com](mailto:marie.calvi@heinemann.com).

Initial Here





5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of marching ability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

Initial Here  



**Schedule 1: Audio Visual Needs**

The hiring party shall provide the following equipment specified. In the event that the hiring party refuses or neglects to provide the necessary equipment to execute the presentation, the Agent shall have the right to refuse for itself and on behalf of the Speaker to perform this Agreement and the Presentation, and the Hiring Party shall be liable to the Agent for any and all damages on account thereof suffered by either the Speaker or the Agent.

**A/V needs for Carol Jago\*:**

- remote clip on mic,
- screen (appropriate to size of audience)
- LCD projector
- Sound connection
- Internet connection
- table for materials

Accepted and Agreed:

  
\_\_\_\_\_  
Hiring Party

Organization: Fountain Valley School District

Would you like a Heinemann book representative to contact you about purchasing books related to this Presentation? YES \_\_\_\_\_ NO \_\_\_\_\_



Fountain Valley School District  
Food Service Department

MEMORANDUM

TO: Board of Trustees  
FROM: Diane Sharpe, Food Service Director  
SUBJECT: **AUTHORIZATION TO PIGGYBACK**  
DATE: June 17, 2016

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**Background:**

School district governing boards have the authority to “piggyback” on another public agency’s bid per Public Contract Code Section 20118 and 20652 when it is determined to be in the best interest of the district. The Santa Clarita Valley School District went out to bid for frozen products on March 27, 2012 and awarded Goldstar Foods the contract. The Santa Clarita Valley School District is rolling over this bid for the 2016-2017 school year and Fountain Valley School District would like to continue with this extension as well.

**Fiscal Impact:**

This will allow the Food Service Program to purchase food service products at a competitive rate.

**Recommendation:**

It is recommended that the Board of Trustees approve the 2016-2017 rollover of the Santa Clarita frozen RFP (#11-12-3102012) (“piggyback”)



# SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive, Santa Clarita, California 91355 Ph (661)295-1574 Fax (661)295-0981

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March 16, 2016

Tiffany Riad, MM  
Director of Contracts and Commodities  
Gold Star Foods  
P. O. Box 4328  
3781 E. Airport Drive  
Ontario, CA 91761-1558

Re: Distribution of Foods – RFP No. 11-12-31012012-1

Dear Tiffany,

We are pleased to report that on March 15, 2016, our Board of Directors approved your February 23, 2016, offer to extend our service contract for distribution of frozen foods under the same terms and conditions as the original agreement through June 30, 2017. A signed copy of the acceptance letter is enclosed. We look forward to this continuation of services and products.

We appreciate the working relationship we have with your company, and your willingness to work with us to provide good nutrition through child nutrition programs.

Sincerely,



Dr. Lynnelle Grumbles, RDN, SNS  
Chief Administrative Officer  
Santa Clarita Valley School Food Services Agency



# GOLD STAR FOODS

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February 23, 2016

Dr. Lynnelle Grumbles  
Chief Executive Officer  
Santa Clarita Valley School Food Services Agency  
25210 Anza Drive  
Santa Clarita, CA 91355

Re: Distribution of Foods RFP #11-12-31012012

Mrs. Grumbles,

On March 27, 2012 the Santa Clarita School Food Services Agency's Board of Directors approved our proposal to RFP #11-12-31012012, Distribution of Foods. This agreement is renewable for a total of five [5] years. Gold Star Foods would like to offer renewal of this contract for year five [5] of this agreement. We propose no increases in the percentage markup or changes to the conditions outlined in the agreement.

It is a privilege to serve as your School Nutrition Partner!

Yours sincerely,

Tiffany Riad, MM  
Director of Contracts and Commodities

**Acceptance:**

Signature

3/16/2016  
Date

Lynnelle Grumbles, Chief Executive Officer

Print Name, Title



# GOLD STAR FOODS

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April 22, 2016

Fountain Valley Unified School District  
Diane Sharpe, Director of Nutrition Services  
10055 Slater Avenue  
Fountain Valley, CA 92708

Re: RFP #11-12-31012012-1 – Distribution of Foods

Ms. Sharpe,

Gold Star Foods was awarded the contract for Distribution of Frozen Food to the Santa Clarita Valley School Food Services Agency for the period of five years. The original term of the contract was July 1, 2012 through June 30, 2013. The contract may be extended for an additional four [4] one year periods in accordance with California Education Code, Sections 17596 (K12) and 81644 (Community Colleges).

Gold Star Foods would like to offer the "piggyback" option of this agreement to your district and extend our service as the provider of frozen, refrigerated, processed commodity, and dry products for the 2016-2017 school year in accordance with the same terms and conditions.

Please consider our offer to renew carefully. If you have any questions or comments, please call me at Gold Star Foods.

We are proud to be your Child Nutrition Partner.

Thank you,

Tiffany Riad, MM  
Director of Contracts and Commodities

**Acceptance:**

Signature

Title

Date

Link to contract documents: <https://app.box.com/s/932dk0c83z39n2gs6oeg21azyxor2uip>



21. **PIGGYBACK CLAUSE:** For the term of the Contract and any mutually agreed extensions pursuant to this request for bids, at the option of the vendor, specific school districts, local education agencies, and community college districts, as listed in this Request for Proposals, within the State of California and other listed States, may purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the California Public Contract Code.

The Santa Clarita Valley School Food Services Agency waives its right to require such other districts or agencies and offices to draw their warrants in the favor of the Agency as provided in said Code sections.

Piggyback option granted DM (Please initial)  
Piggyback option not granted \_\_\_\_\_

**Exclusions:**

Prompt payment discount only applicable to Santa Clarita Valley Food Services Agency, not transferable to those piggybacking.

Specifications and/or bid sheets are attached.

Service period shall be from July 1, 2012 through June 30, 2013.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

GOLD STAR FOODS  
3781 Airport Drive  
P.O. Box 4328  
Ontario, CA 91761



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**

**TO:** Christine Fullerton, Assistant Superintendent Business Services  
**FROM:** Isidro Guerra, Director, Fiscal Services  
**SUBJECT:** **Approval of 2016-17 Copier Maintenance Agreement with MBS**  
**DATE:** June 15, 2016

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**Background:**

The District enters into an annual maintenance agreement with Metro Business Solutions, Inc. (Metro) for service and maintenance of the District's copier and fax machines. Metro has been servicing the District since 2005 and provides quality service and timely responses to service calls.

Metro provides the District with several maintenance agreements based on specific equipment need and location. The total amount of these proposed contracts is below \$87,000 and therefore not subject to competitive bid requirements.

**Recommendation:**

It is recommended that the Board of Trustees approves the attached maintenance agreements with Metro Business Solutions. It is further recommended that the Board approves a delegation of authority to the Superintendent, or his designee, to execute these maintenance agreements.



# Metro Business Solutions, Inc.

"Empowering Organizations Since 1988"

575 Anton Blvd ste.300, Costa Mesa, CA 92626  
(714) 549 -1121 (800) 862-2679

NO. 101767MA

## Maintenance Agreement

Order Date:6/7/16

Customer				Equipment Location			
Company: Fountain Valley School District				Company: Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valley		State: CA	Zip: 92708	City:	State:	Zip:	
Phone: 714.843.3200				Phone:			
Make/Model	Serial #	EQ ID	Coverage	Start Meter	Annual Coverage	Price	
1 (Courreges-office Mgr) Canon MF-216	RWH31275	320	Silver			\$159.00	
2 (COX) Canon MF-4350	KW70739	318	Silver			\$159.00	
3 Operations Canon D-1370	HQV02910	327	Silver			\$159.00	
4 Operations Canon MF-4350D	RKW23623	314	Silver			\$159.00	
5 (FULTON)Canon MF-4350D	RKW18283	326	Silver			\$159.00	
6 DO -Technology Canon MF-4350D	RCGJ2199	315	Silver			\$159.00	
7 (Newland-Workroom)Canon MF-4350	RAJ97193	312	Silver			\$159.00	
8 (Oka- Off.) Canon MF-4450	RCG33725	310	Silver			\$159.00	
9 (Oka- Principal) MF-4350	KW88040	311	Silver			\$159.00	
10 (Talbert-Admin) Canon MF-4350D	KW30441	316	Silver			\$159.00	
11 (Talbert-Main Off.) Canon MF-4450	RCG12026	317	Silver			\$159.00	
12 DO -Personnel Canon MF-216	RWH05529	319	Silver			\$159.00	
13 Operations Sharp DM-4551	5503947700	313	Silver			\$500.00	
14 (DO-HR) Kyocera M3040DN	LSD5810971	308	Silver			\$395.00	
15 Plavan Canon 6180dw	QPY52563	325	Silver			\$159.00	
16 (Sister) Canon MF-5950	RPY04763	328	Silver			\$159.00	
17 (DO-HRD) Samsung SF-560	Biax 201434Z	294	Silver			\$159.00	
18 (DO-front office ) CS1810	ZH47055829	296	Silver			\$159.00	
19							
20							
21							
22							
23							
24							

Subtotal	\$3,439.00
Tax	
Total	\$3,439.00

### COVERAGE PLANS

- PLATINUM Covers all labor, parts, drum, P.M kits , toner & developer (excludes paper & staples)
- GOLD Covers all labor & parts including drum (excludes P.M. kits and consumables)
- SILVER Covers all labor & general parts (excludes drum, P.M. kits and consumables)
- BRONZE Covers labor only, excludes all parts & consumables & restricted \_\_\_ to service calls per year.

Payment terms : No terms - COD

### SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement Metro Business Solution, Inc. will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

**PERIOD OF MAINTENANCE:** 7/1/2016 TO 7/1/2017

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature \_\_\_\_\_

Printed Named \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

MBS Authorized Signature *Jerry A. Sells*





**Metro Business Solutions, Inc.**

"Empowering Organizations Since 1988"

575 Anton Blvd ste.300, Costa Mesa, CA 92626  
(714) 549 -1121 (800) 862-2679

**Maintenance Agreement**

Date:6/7/2016

Customer				Equipment Location			
Company: Fountain Valley School District				Company Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valley		State: CA		Zip: 92708		City: State: Zip:	
Phoi 714.843.3200				Phone:			
Make/Model	EQ ID	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1 (Courreges) RZ 220 UI	289	81908967	40,000	52234	480,000	\$475.00	
2 (Courreges) RZ 220 UI	291	81909316	40,000	56313	480,000	\$475.00	
3 (COX) RZ 220 UI	256	82548019	40,000	705,231	480,000	\$475.00	
4 (COX) RZ 220 UI	255	81909712	40,000	1712109	480,000	\$475.00	
5 (COX) RZ 220 UI	257	81909707	40,000	1339443	480,000	\$475.00	
6 (COX) RZ 220 UI	254	81902272	40,000	418,441	480,000	\$475.00	
7 (COX) RZ 220 UI	253	62545411	40,000	659696	480,000	\$475.00	
8 (COX) RZ 220 UI	258	82544913	40,000	475,908	480,000	\$475.00	
9 FVSD PUBS RZ 220 UI	271	81907671	40,000	1531355	480,000	\$475.00	
10 (Gisler) RZ 220 UI	281	82544157	40,000	1883963	480,000	\$475.00	
11 (Gisler) RZ 220 UI	280	82544158	40,000	1623277	480,000	\$475.00	
12 (Gisler) RZ 220 UI	278	82544154	40,000	976861	480,000	\$475.00	
13 (Gisler) RZ 220 UI	279	81904030	40,000	2225213	480,000	\$475.00	
14 (Masuda) RZ 220 UI	324	79850102	40,000	208680	480,000	\$475.00	
15 (Masuda) RZ 220 UI	285	79400124	40,000	3474631	480,000	\$475.00	
16 (Newland) RZ 220 UI	276	82544491	40,000	2053287	480,000	\$475.00	
17 (Newland) RZ 220 UI	275	81904129	40,000	2727932	480,000	\$475.00	
18 (Oka) RZ 220 UI	306	82544910	40,000	1093020	480,000	\$475.00	
19 (Oka) RZ 220 UI	307	82549178	40,000	1606524	480,000	\$475.00	
20 (Plavan) RZ 220 UI	302	81909701	40,000	1771988	480,000	\$475.00	
21 (Plavan) RZ 220 UI	303	81909700	40,000	1299850	480,000	\$475.00	
22 (Talbert) RP3105	262	97950996	40,000	11386	480,000	\$475.00	
23 (Talbert) RP3105	260	97950438	40,000	1491420	480,000	\$475.00	
24 (Talbert) EZ220UI	321	79850103	40,000	138659	480,000	\$475.00	
25 (Tamura) EZ220UI	266	79704613	40,000	556912	480,000	\$475.00	
26 (Tamura) EZ220UI	265	79704603	40,000	399800	480,000	\$475.00	
27 (Tamura) EZ220UI	323	79704611	40,000	491522	480,000	\$475.00	
28 (Tamura) EZ220UI	264	79704615	40,000	1563644	480,000	\$475.00	
29 (Tamura) RZ 220 UI	267	81904124	40,000	1949053	480,000	\$475.00	
30 (Fulton) RZ 220 UI	300	82550646	40,000	1274471	480,000	\$475.00	
31 (Fulton) RZ 220 UI	298	89003246	40,000	921498	480,000	\$475.00	

<b>NOTES:</b> Covers all labor & general parts, excludes thermo heads, masters, PM kits and consumables	Subtotal	\$14,725.00
<b>Payment terms :</b> No terms - COD	Tax	\$0.00
	Total	\$14,725.00

**SERVICE PLAN**

During the agreement period and subject to the terms and conditions of this agreement Metro Business Solution, Inc. will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

**PERIOD OF MAINTENANCE:** 7/1/2016 Thru 7/1/2017

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement if customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature \_\_\_\_\_

Printed Named \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

MBS Authorized Signature *Jerry A. Ellis*

**SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT**

**Maintenance Agreement**

Date:6/07/2016

Customer				Equipment Location			
Company: Fountain Valley School District				Company Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valley		State: CA		Zip: 92708		City: State: Zip:	
Phoi 714.843.3200				Phone:			
Make/Model	EQ ID	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1 Copystar CS-8001i	272	LAH4100135	20,000	329,847	240,000	\$1,920.00	
2 DF-790 -4000 SHEET FINISHER							
3 PF-730 LARGE CAPACITY TRAY							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Subtotal	\$1,920.00
Tax	\$0.00
Total	\$1,920.00

**NOTES:** \* CS-8001i - Payment terms- agreement will be billed monthly at \$1125.00 per month, any copies over 50,000 a month per unit will be billed at .015.

**COVERAGE :** Covers all labor & general parts (excludes fusers, P.M. kits and consumables)

**Payment terms :** No terms -COD

**SERVICE PLAN**

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

**PERIOD OF MAINTENANCE: 7/1/16 Thru 7/1/17**

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenace services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature \_\_\_\_\_

Printed Named \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

MBS Authorized Signature  \_\_\_\_\_

**SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT**



**Maintenance Agreement**

Date:6/7/2016

Customer				Equipment Location			
Company: Fountain Valley School District				Company Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valley		State: CA	Zip: 92708	City:		State:	Zip:
Phoi 714.843.3200				Phone:			
	Make/Model	EQ ID.	Serial #	Coverage	Start Meter	Annual Coverage	Price
1	Copystar CS-5500i (Courreges)	288	NHJ2600833	50,000		600,000	\$3,102.00
2	Copystar CS-5500i (Courreges)	290	NHJ2400678	50,000		600,000	\$3,102.00
3	Copystar CS-5500i (COX)	251	NHJ2500792	50,000		600,000	\$3,102.00
4	Copystar CS-5500i (COX)	252	NHJ2600807	50,000		600,000	\$3,102.00
5	Copystar CS-5500i (ESP)	280	NHJ2400678	50,000		600,000	\$3,102.00
6	Copystar CS-5500i (Fulton)	299	NHJ2600829	50,000		600,000	\$3,102.00
7	Copystar CS-5500i (Fulton)	297	NHJ2400707	50,000		600,000	\$3,102.00
8	Copystar CS-5500i (Gisler)	277	NHJ2400674	50,000		600,000	\$3,102.00
9	Copystar CS-5500i (Masuda)	284	NHJ2500793	50,000		600,000	\$3,102.00
10	Copystar CS-5500i (Masuda)	282	NHJ2400739	50,000		600,000	\$3,102.00
11	Copystar CS-5500i (Newland)	274	NHJ2400698	50,000		600,000	\$3,102.00
12	Copystar CS-5500i (Oka)	305	NHJ2400743	50,000		600,000	\$3,102.00
13	Copystar CS-5500i (Oka)	304	NHJ2400688	50,000		600,000	\$3,102.00
14	Copystar CS-5500i (Plavan)	301	NHJ2400767	50,000		600,000	\$3,102.00
15	Copystar CS-5500i (Talbert)	259	NHJ2500799	50,000		600,000	\$3,102.00
16	Copystar CS-5500i (Talbert)	261	NHJ2600727	50,000		600,000	\$3,102.00
17	Copystar CS-5500i (Tamura)	263	NHJ2600834	50,000		600,000	\$3,102.00
18	Copystar CS-5550i (Color unit)	273	NHJ2600834	50,000		600,000	\$3,102.00

**NOTES:** \* CS-5500i - Any impressions over **50,000** copies per month will be billed at .0075 plus tax.  
 \* CS- 5550ci Any impressions over **15,000** copies per month will be billed at .035 plus tax.

Subtotal	\$55,836.00
Tax	\$0.00
<b>Total</b>	<b>\$55,836.00</b>

**Payment terms :** 12 monthly payments of \$4,653.00

**COVERAGE PLAN**

SILVER - Covers all labor & general parts (excludes, fusers, drum, developer units,P.M. kits, staples and consumables)

**SERVICE PLAN**

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

**PERIOD OF MAINTENANCE:** 7/1/16 TO 7/1/17

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenancce services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature \_\_\_\_\_

Printed Named \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

MBS Authorized Signature  \_\_\_\_\_

**SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT**



# Metro Business Solutions, Inc.

"Empowering Organizations Since 1988"

575 Anton Blvd ste.300, Costa Mesa, CA 92626  
(714) 549 -1121 (800) 862-2679

NO. 101771MA

## Maintenance Agreement

Date:6/7/16

Customer				Equipment Location			
Company: Fountain Valley School District				Company: Same			
Address: 10055 Slater Ave				Address:			
City: Fountain Valley		State: CA		Zip: 92708		City: State: Zip:	
Phoi 714.843.3200				Phone:			
Make/Model	EQ ID	Serial #	Coverage	Start Meter	Annual Coverage	Price	
1 Copystar CS-8001i	268	LAH4700239	50,000		600,000	\$3,600.00	
2 Copystar CS-8001i	269	LAH4700231	50,000		600,000	\$3,600.00	
3 Copystar CS-8001i	270	LAH4700252	50,000		600,000	\$3,600.00	
4 DF-790 -4000 SHEET FINISHER		LF8491731					
5 DF-790 -4000 SHEET FINISHER		LF8491705					
6 DF-790 -4000 SHEET FINISHER		LF8491733					
7 BF-730 BOOKLET & TRI FOLD UNIT		N384908389					
8 BF-730 BOOKLET & TRI FOLD UNIT		N384907903					
9 BF-730 BOOKLET & TRI FOLD UNIT		N384907902					
10 PF-730 LARGE CAPACITY TRAY		N3E4902695					
11 PF-730 LARGE CAPACITY TRAY		N3E4902731					
12 PF-730 LARGE CAPACITY TRAY		N3E4902728					
13							
14							
15							

Subtotal	\$10,800.00
Tax	\$0.00
<b>Total</b>	<b>\$10,800.00</b>

**NOTES:** \* CS-8001i - Payment terms- agreement will be billed monthly at \$900.00 per month, any copies over 50,000 a month per unit will be billed at .015.

**COVERAGE :** Covers all labor & general parts (excludes fusers, P.M. kits a, drums and consumables)

**Payment terms :** 12 monthly payments of \$900.00

### SERVICE PLAN

During the agreement period and subject to the terms and conditions of this agreement **Metro Business Solution, Inc.** will require an initial service call to inspect the equipment to be covered by this agreement. This agreement will cover equipment found to be in good working condition at time of inception of this agreement. Any unit (s) found not to be in good working condition will require the unit be repaired before inception of this agreement or items needing repair will be exempt from coverage under this agreement.

### PERIOD OF MAINTENANCE: 7/1/2015 Thru 7/1/2016

This agreement shall continue for a period of one (1) year commencing on the above date and expiring on date above or the stated meter coverage whichever comes first. Thereafter, it shall automatically be renewed thereafter, subject to then current Prices, Terms, and Conditions, unless notified by either party of termination. Metro Business Solution, Inc. will respond to a service request during normal working hours (weekdays 9:00 AM to 5:00 PM) for the unit (s) listed in this agreement If customer requests service outside of this period, customer agrees to pay an additional fee based on Metro Business Solutions, Inc current rates.

By your signature below, you agree to purchase the maintenancce services specified above. You acknowledge receipt of a copy of this agreement to the terms aand conditions on page 2 hereof and any addendum(s) hereto , are incorporated and made a part of this agreement.

Customer's Authorized Signature \_\_\_\_\_

Printed Named \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

MBS Authorized Signature  \_\_\_\_\_

**SIGNATURE WITHOUT PAYMENT DOES NOT CONSTITUTE AN AGREEMENT**



Fountain Valley School District  
Instruction

MEMORANDUM

TO: Board of Trustees  
FROM: Julianne Hoefler, Director, Assessment & Accountability  
SUBJECT: **APPROVAL OF 2014-2015 PROGRAM EFFECTIVENESS RESULTS**  
DATE: June 23, 2016

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**Background:**

An annual evaluation of the English Learner and Title I programs was conducted for the 2014-2015 school year. The two programs addressed in the document, English learner and Title I, serve two of our historically underperforming subgroups. Due to the transition to the Smarter Balanced Assessments, the Title I section is limited to a comparison of scores for third through eighth grade students between All Students, Low Income subgroup, and students who receive Title I services. In subsequent years, growth and year to year comparisons will be conducted to strengthen the analysis of the effectiveness of the Title I services provided.

**Fiscal Impact:**

There is no fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves the 2014-2015 Program Effectiveness Results.



**Fountain Valley School District  
Program Effectiveness Summary  
2014/2015**

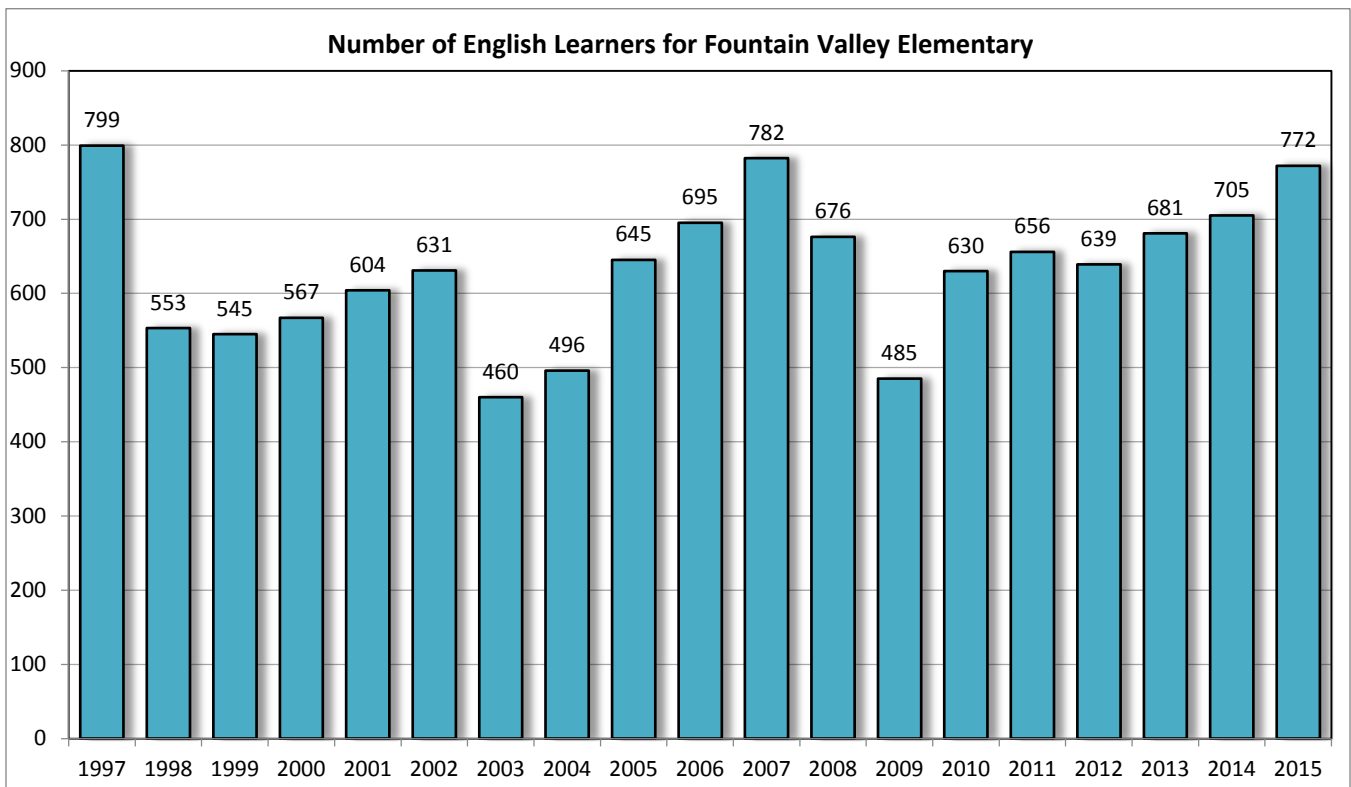
Collection of Data

The data for this document was collected from multiple sources, including the R-30 Language Census, Aeries student information system (Aeries SIS) and DataQuest. Through the 2012/2013 school year the R-30 Language Census was the method the California Department of Education used to survey the English Learner (EL) population statewide. The collection occurred on March 1 and included information from March 1 of the prior year through February 28 of the survey year. Beginning in the 2013/2014 school year the California Department of Education changed the collection timeline and process. During the annual State data collection that occurs on or around October 1, student demographic information is reported that includes information related to ELs and Title I. This timeline and process improve the ability to provide reliable data based on the school year. In the past, because the R-30 timeline did not concur with the school year, it did not always include the desired information and as a result, the Aeries student database was also used. DataQuest, the last source referenced, is a public website available through the California Department of Education. It provides online accountability information for all public schools in California. Throughout the document all three resources are used, check below the chart for source information.

**ENGLISH LEARNERS**

Profile for English Learners (ELs)

The number of English Learners (ELs) has varied over the last 19 years. During this time the number has been as low as 460 and as high as 799. In the 2014/2015 school year, there were 772 ELs.



Source: March R-30, 2012, DataQuest 2011-2012, Aeries SIS 2013, 2014, 2015

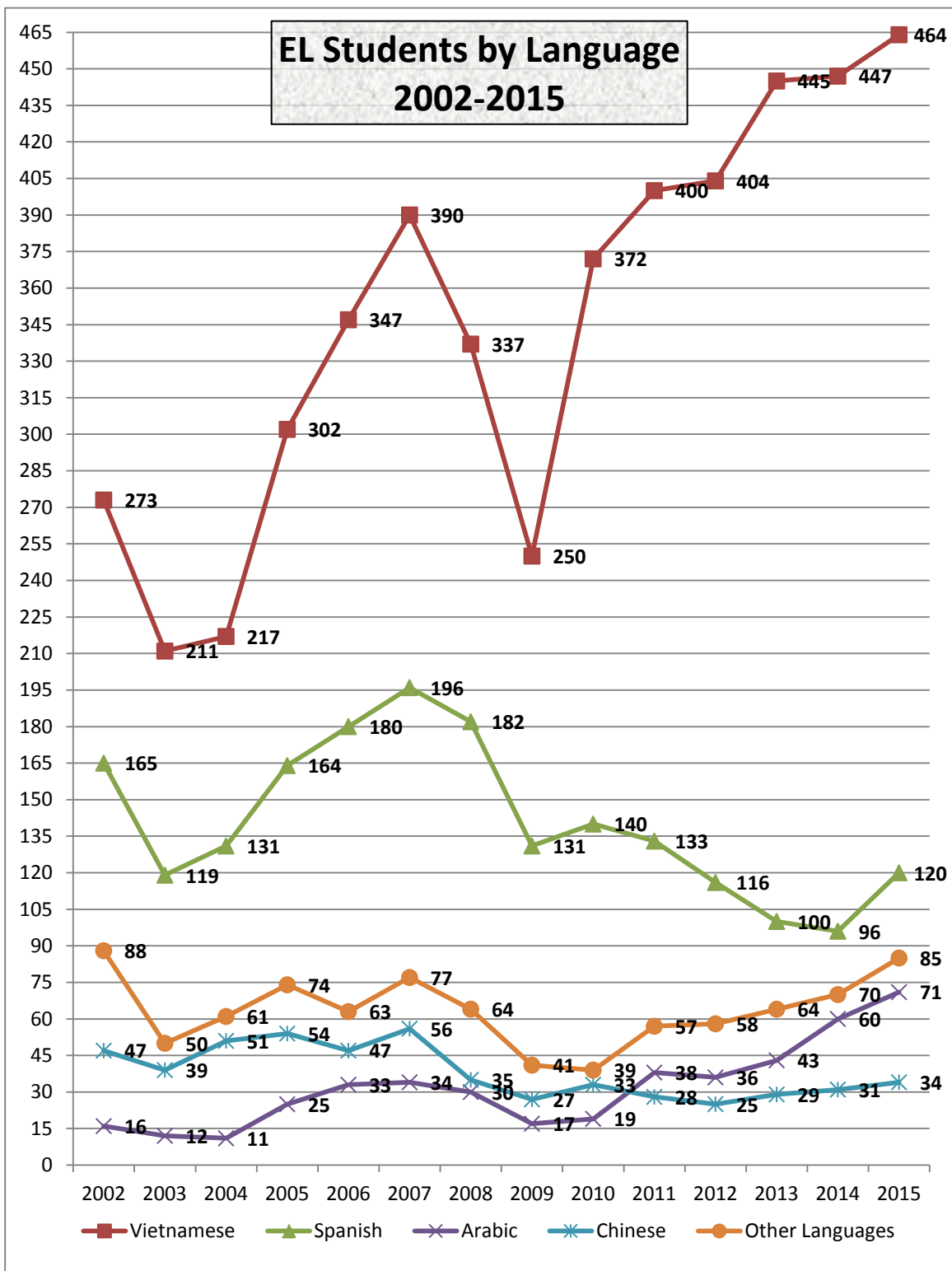
### Major Language Groups

In 2014/15, ELs accounted for about 12% of the total enrollment (774 out of 6,299). Within the EL population, 60% spoke Vietnamese as their primary language (464), 16% spoke Spanish (120), 9% Arabic (71), 4% Chinese (34), and the remaining 11% spoke "Other" languages (85).

Language	Number and Percent of English Learners				
	2015	2014	2013	2012	2011
<b>Vietnamese</b>	464 60%	447 63%	445 65%	404 63%	400 61%
<b>Spanish</b>	120 16%	96 14%	100 15%	116 18%	133 20%
<b>Arabic</b>	71 9%	60 9%	43 6%	36 6%	38 6%
<b>Chinese (Cantonese/Chaozhou Mandarin/Taiwanese)</b>	34 4%	31 4%	29 4%	25 4%	28 4%
<b>Other</b>	85 11%	70 10%	64 9%	58 9%	57 9%
<b>Total</b>	774 100%	704 100%	681 100%	639 100%	656 100%

Source: Aeries SIS 07/2015

While there were a few years of decline, Vietnamese has been on the rise over the last 12 years. The 2014/2015 Vietnamese enrollment of 464 demonstrates growth of more than 200 students in six school years. Arabic continues to grow and is also at an all time high of 71 students. After four years of decline, Spanish is once again on the rise. It is the highest it has been since 2010/11. Over the past 12 years, Spanish has been as high as 196 (2006/07) and as low as 96 (2013/14).



Source: R-30 2002-2012, Aeries SIS 2013-2015

The majority of ELs (93%) have attended FVSD schools five years or less. About half (54%) have attended school two years or less. Students in third grade and below make up 48% (508 students) of the EL population. In order to ensure R-FEP students continue to experience academic success with increasingly more rigorous and demanding content, they are monitored for two years and are included in the EL numbers in the next chart.

Years in Program	Grade Level									Total	Percent
	K	1	2	3	4	5	6	7	8		
1 year or less	113	115	130	25	17	21	9	10	16	456	43%
2 years or less	0	1	20	69	7	7	3	4	0	111	11%
3 years or less	0	0	1	34	104	60	4	4	2	209	20%
4 years or less	0	0	0	0	27	66	20	2	1	116	11%
5 years or less	0	0	0	0	1	12	43	24	2	82	8%
> 5 years	0	0	0	0	0	0	4	33	40	77	7%
<b>Total</b>	113	116	151	128	156	166	83	77	61	1051	100%

Source: Aeries SIS 07/2015

The California English Language Development Test (CELDT) is the State mandated English language test. It is administered when students first enroll in school and then annually each Fall thereafter. The test assesses a student's speaking, listening, reading, and writing ability in English. Performance is based on five levels which indicate incremental language development (Beginning, Early Intermediate, Intermediate, Early Advanced, and Advanced). In 2014/15 during the annual assessment, 7% of ELs were at the earliest stages of English language development (Beginning and Early Intermediate). Most students (76%) were at the highest levels (Early Advanced and Advanced). The results below are based on annual CELDT testing and do not include initial CELDT results.

Performance Level	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Advanced	3 (14.0%)	42 (38.0%)	49 (35.0%)	35 (29.0%)	38 (37.0%)	31 (40.0%)	16 (35.0%)	18 (38.0%)	13 (42.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	245 (35.0%)
Early Advanced	6 (29.0%)	46 (42.0%)	55 (39.0%)	56 (47.0%)	37 (36.0%)	34 (44.0%)	18 (39.0%)	24 (50.0%)	9 (29.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	285 (41.0%)
Intermediate	11 (52.0%)	18 (16.0%)	26 (18.0%)	22 (18.0%)	24 (23.0%)	8 (10.0%)	7 (15.0%)	2 (4.0%)	6 (19.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	124 (18.0%)
Early Intermediate	1 (5.0%)	3 (3.0%)	10 (7.0%)	4 (3.0%)	2 (2.0%)	3 (4.0%)	3 (7.0%)	3 (6.0%)	3 (10.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	32 (5.0%)
Beginning	(0.0%)	1 (1.0%)	1 (1.0%)	3 (3.0%)	2 (2.0%)	2 (3.0%)	2 (4.0%)	1 (2.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	12 (2.0%)
Number Tested	21 (100.0%)	110 (100.0%)	141 (100.0%)	120 (100.0%)	103 (100.0%)	78 (100.0%)	46 (100.0%)	48 (100.0%)	31 (100.0%)	(0.0%)	(0.0%)	(0.0%)	(0.0%)	698 (100.0%)

Source: DataQuest 2014-2015

There are ELs whose needs are met through Individualized Education Plans (IEPs). At times, due to their disabilities they do not demonstrate English fluency growth at the same rate as typical peers. Almost half of the ELs at the Beginning level received special education services (6 out of 12) and 19% were at the earliest two levels (Beginning and Early Intermediate) compared to 7% of the total EL population.

Special Education Placement	CELDT Overall Score					Total
	Beginning	Early Intermediate	Intermediate	Early Advanced	Advanced	
Speech & Language Services	0	1	2	7	6	16
Resource Specialist Program	1	2	8	18	2	31
Special Day Classes - public integrated facility	5	3	6	1	1	16
<b>Total</b>	6	6	16	26	9	63

Source: Aeries SIS 07/2015

### Instructional Services

During the 2014/15 school year 107 students participated in the Structured English Immersion program. Students in this program typically are at the earliest stages of English development (Beginning, Early Intermediate, and Intermediate). Structured English Immersion includes a combination of English Language Development (ELD) to improve English skills, Specifically Designed Academic Instruction in English (SDAIE) to make content comprehensible, and primary language support as needed and when feasible. Because most students in FVSD are at the Intermediate, Early Advanced, and Advanced levels, they participated in the English Mainstream program (659 students), which includes ELD and support through the use of SDAIE. The six students who participated in Other Instructional Services have Individualized Education Plans (IEPs) that include goals and strategies geared to address their unique needs.

<b>Instructional Setting/Services</b>	<b>Number of ELs</b>	<b>Percentage of ELs</b>
<b>English Mainstream</b>	659	85%
<b>Structured English Immersion</b>	107	14%
<b>Other Instructional Services</b>	6	1%
<b>Total EL Students Served</b>	772	100%

Source: Aeries SIS 07/2015

### Language Fluency Classification

The majority of students in FVSD speak English as their native language or fluently if they are bi/multi-lingual. The number of students initially fluent English proficient (I-FEP) and reclassified as fluent English proficient (R-FEP) exceeds the number of ELs (996 compared to 774).

<b>Classification</b>	<b>Number</b>
<b>English Learners (ELs)</b>	774
<b>Reclassified Fluent Proficient (R-FEP)</b>	614
<b>Initial Fluent English Proficient (I-FEP)</b>	382
<b>English Only</b>	4777

Source: Aeries SIS 07/2015

### Gains in Language Proficiency

FVSD is committed to providing an exemplary education for every student served throughout the District. For ELs this includes the development of English skills commensurate to native English speakers within five years of enrollment in FVSD schools.

### Reclassification to R-FEP

Reclassification from EL to R-FEP is locally determined and in FVSD is a rigorous process. The initial screener for reclassification is demonstrated proficiency on the CELDT. In FVSD, students must score Early Advanced or Advanced in most areas, including Overall and Reading. There may be one Intermediate scores in Speaking, Listening, or Writing.

Students who demonstrate proficiency on the CELDT must then demonstrate grade level achievement on a District identified assessment. Due to the transition to Smarter Balanced Assessments and lack of scores, FVSD established grade span specific criteria with input from the English Learner Coordinators and District English Learner Advisory Committee (DELAC). At the middle school level, ELs had to score within their grade level band on a literacy screener (*Scholastic Reading Inventory*) and two District writing benchmarks. Students at the elementary level had the same criteria with a different literacy screener (*DIBELS Next*). In addition to achievement results, the classroom teacher must recommend and parent consent to reclassification. R-FEPs are included in EL numbers for two years while they are monitored to ensure continued success as the academic content becomes more challenging and rigorous. FVSD's reclassification rate for 2014/15 was 12%, which was higher than Orange County and California rates but lower than prior years.

Year	FVSD Rate	Orange County Rate	California Rate
2014/15	12.0%	9.5%	11.0%
2013/14	16.0%	12.4%	12.0%
2012/13	19.1%	14.3%	12.2%
2011/12	18.3%	13.2%	16.3%

Source: DataQuest Language Census Data 2013-2015, CALPADS: Spring 1 2013, March R-30, 2009-2012 and DataQuest 2008-2012

### Profile of R-FEPs

During the 2014/15 school year, 75 ELs were reclassified from LEP to R-FEP. The vast majority (92%) of these students met the FVSD goal and were reclassified within five years of enrollment in FVSD schools.

Language	Vietnamese	Spanish	Arabic	Chinese	Other	Total	Percent
<b>1 year or less</b>	10	1	0	0	2	13	17%
<b>2 years</b>	7	1	2	0	1	11	15%
<b>3 years</b>	21	2	1	0	1	25	33%
<b>4 years</b>	11	1	2	1	0	15	20%
<b>5 years</b>	3	2	0	0	0	5	7%
<b>6 years</b>	4	0	0	0	0	4	5%
<b>7 years</b>	0	0	0	0	1	1	1%
<b>8+ years</b>	1	0	0	0	0	1	1%
<b>TOTAL</b>	57	7	5	1	5	75	100%
<b>Percent of</b>	76%	9%	7%	1%	7%	100%	

Source: Aeries SIS 07/2015

Of the 614 R-FEP students in FVSD, 133 were reclassified in a prior district. Thus when they entered FVSD they were already R-FEP. Of the students reclassified in FVSD, 91% met the goal and were reclassified in five years or less.

Language	Vietnamese	Spanish	Arabic	Chinese	Korean	Other	Total	Percent
1 year or less	22	8	1	0	0	5	36	7%
2 years	71	5	4	1	2	11	94	20%
3 years	72	5	3	3	1	6	90	19%
4 years	137	13	1	2	4	8	165	34%
5 years	37	6	1	3	0	6	53	11%
6 years	16	7	1	0	0	4	28	6%
7 years	6	3	0	0	0	0	9	2%
8+ years	5	0	0	0	0	1	6	1%
<b>TOTAL</b>	366	47	11	9	7	41	481	100%
<b>Percent of</b>	76%	10%	2%	2%	1%	9%	100%	

Source: Aeries SIS 07/2015

### **Title III Annual Measurable Achievement Objectives (AMAOS)**

In the 2014/15 school year, Title III of the Federal Elementary and Secondary Education Act (ESEA) provided supplemental funding to implement programs designed to help ELs attain English proficiency and meet the State's academic content standards. Title III requires the following:

- ✓ English language proficiency standards,
- ✓ An annual assessment of English language proficiency, CELDT,
- ✓ Two Annual Measurable Achievement Objectives (AMAOs) to increase the percentage of ELs that develop English proficiency, AMAO 1 and AMAO 2,
- ✓ A third AMAO related to meeting Adequate Yearly Progress (AYP) for the EL subgroup at the LEA level, i.e. FVSD, AMAO 3, and
- ✓ Accountability to meet all three AMAOs (NCLB Section 3122).

### **AMAO 1 – Percent of ELs Making Annual Progress in Learning English**

AMAO 1 calculates the percentage of ELs that demonstrate growth on the CELDT. There are three ways for ELs to meet the annual target on CELDT depending upon their prior year level. Those at the Beginning, Early Intermediate, and Intermediate levels are expected to increase at least one level. Those at the Early Advanced and Advanced levels who are not yet English proficient are expected to reach the English proficient level, i.e. every subsection must be Intermediate or higher. Those at the English proficient level are expected to maintain that level. The percent of students expected to meet an incremental annual growth target are shown below. In 2014/15, FVSD exceeded the target (60.5%) with 83.8% of ELs meeting AMAO 1.



## AMAO 1 – Percent of ELs Making Annual Progress in Learning English

### 2014-2015

Number of 2013-14 Annual CELDT Takers	698
Number/Percent with Required Prior CELDT Scores	698/100%
Number in Cohort Meeting Annual Growth Target	585
Percent Meeting AMAO 1 in LEA	83.8%
2013-2014 Target	60.5%
<b>Met Target for AMAO 1</b>	<b>Yes</b>

*Source: DataQuest, 2014-15*

## AMAO 2 – Percent of ELs Attaining English Proficiency on CELDT

AMAO 2 measures the extent to which ELs reach the English proficient level on the CELDT. Two cohorts have been established for AMAO 2: (1) ELs who have been in language instruction educational programs for less than 5 years and (2) ELs who have been in language instruction educational programs for five years or more. The second cohort was established in 2009/10. Both cohort targets must be met in order to meet AMAO 2. ELs in FVSD exceed both targets by about 30% (57.7% compared to 24.2% and 82.8% compared to 50.9%) and met AMAO 2.

## AMAO 2 – Percent of ELs Attaining the English Proficient Level on the CELDT

### Less than 5 Years Cohort

Number of 2014-15 English Learners in Cohort	653
Number in Cohort Attaining the English Proficient Level	377
Percent in Cohort Attaining the English Proficient Level	57.7%
2014-2015 Target	24.2%
Cohort Met Target	Yes

### 5 Years or More Cohort

Number of 2014-15 English Learners in Cohort	174
Number in Cohort Attaining the English Proficient Level	144
Percent in Cohort Attaining the English Proficient Level	82.8%
2014-2015 Target	50.9%
Cohort Met Target	Yes

**Met Targets for AMAO 2** **Yes**

**AMAO 3 – Meeting Adequate Yearly Progress for EL Student Group at the LEA Level**

AMAO 3 requires the EL subgroup to meet the same targets that are established for all LEAs, schools, and subgroups under ESEA. The targets specify the participation rate for the Smarter Balanced assessment in English language Arts/Literacy and mathematics. The target participation rate is 95%. Due to the transition to Smarter Balanced Assessments, Title III status was frozen in 2012/13. Thus, while FVSD ELs met AMAO 3 with 98% participation rate, FVSD remains Year 1.

**AMAO 3 – Adequate Yearly Progress for English Learner Subgroup at the LEA Level**

**Participation Rate for English Learner Student Group**

English-Language Arts Literacy	100%
Mathematics	98%

**Title III Placement Year** **Year 1**

Source: DataQuest 2014-15

**Consequences of Not Meeting the AMAOs**

If one or more of the three AMAOs are not met in any year, parents of ELs must be informed within 30 days of the public release of the Title III Accountability Reports. If AMAOs are not met for two consecutive years, in addition to parent notification, an improvement plan addendum that will ensure AMAOs are met in the future must be developed. For the first time, FVSD did not meet all three AMAOs in the 2012/13 school year and since then has adhered to the State mandate of notifying parents of ELs.

**California Assessment of Student Performance and Progress (CAASPP)**

The California Assessment of Student Performance and Progress (CAASPP) includes online and paper based assessments that are administered statewide to third through eighth grade students. The Smarter Balanced Assessments are comprehensive online end-of-assessments of grade level progress toward college and career readiness. This new system produced scores for the first time in 2014/15. In English language arts/literacy, students who were RFEP outperformed all students at every grade and overall with a higher percent achieving Standard Met or Standard Exceeded.

	Percent Achieving Standard Met or Standard Exceeded						Overall
	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	
All	63%	66%	71%	63%	72%	74%	69%
ELs	65%	40%	39%	25%	30%	25%	43%
RFEPs	n/a	92%	89%	78%	87%	87%	86%

Source: [caaspp.cde.ca.gov/sb2015](http://caaspp.cde.ca.gov/sb2015)

**Elementary EL After School Reading Program**

One of the interventions provided in 2014/15 to ELs was an after school reading program offered at four elementary schools. ELs who participated performed slightly better than the EL population in FVSD with one percent more achieving Standard Met and Standard Exceeded. In addition, there were slightly fewer students at the lowest level, Standard Not Met (24% compared to 28%).

	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
FVSD ELs	28%	29%	30%	13%
Intervention Participants	24%	32%	35%	9%

### Survey Results

FSVD recognizes that demographic and achievement data provide an incomplete picture. Without input from the individuals involved in the education of ELs, the program evaluation would be incomplete. As such, survey results are included in the EL portion of the Program Effectiveness analysis.

### Parent Survey Results

Paper surveys were sent home with ELs, 584 were returned (63% of ELs), 496 from elementary and 88 from middle school ELs. The actual number of families represented is difficult to determine because the survey is confidential and in some instances there is more than one EL in the household. The first chart illustrates the number of surveys returned from each school. As expected the schools with the highest numbers of ELs also had the highest number of surveys returned.

	Number of ELs	Number of Surveys Returned	Percent of ELs
Courreges	79	69	87%
Cox	215	160	74%
Fulton	42	13	31%
Gisler	60	38	63%
Masuda	135	62	46%
Newland	30	19	63%
Oka	48	27	56%
Plavan	135	96	71%
Talbert	43	13	30%
Tamura	137	87	64%

Parent responses were extremely positive with most parents supporting the practices of FVSD. Parents overwhelmingly indicated their child's understanding of English improved over the course of the school year (99.5%) and they believed their child would reclassify within five years of attending FVSD schools (94.5%). Communication was also effective with most parents reporting that their child's teacher communicated with them (91.9%) and that the communication from the District was helpful in understanding how well their child mastered English (94.7%). An interesting fact is that at the middle school level more than half of the students spoke a language other than English at home (56.6%).

	TK-5		6-8		Overall	
	Yes Number Percent	No Number Percent	Yes Number Percent	No Number Percent	Yes Number Percent	No Number Percent
Has your child's understanding of English (speaking, listening, reading, and writing) improved this school year?	491 99.4%	3 0.6%	88 100%	0 0%	579 99.5%	3 0.5%

	TK-5		6-8		Overall	
	Yes Number Percent	No Number Percent	Yes Number Percent	No Number Percent	Yes Number Percent	No Number Percent
Do you believe your child will be reclassified as Fluent English Proficient (FEP) within five years of enrollment in FVSD schools?	464 95.5%	22 4.5%	77 89.5%	9 10.5%	541 94.5%	31 4.5%
Do(es) your child's teacher(s) communicate with you about how well your child is learning English (conferences, notes, telephone calls, emails)?	465 94.9%	25 5.1%	65 74.7%	22 25.3%	530 91.9%	47 8.1%
Does the communication you receive from the District help you understand how well your child has mastered English?	464 94.9%	25 5.1%	80 94.1%	5 5.9%	544 94.7%	30 5.3%
Did you receive California English Language Development Test (CELDT) test scores for your child in September and January/February this year? (It details your child's English proficiency level – Beginning, Early Intermediate, Intermediate, Early Advanced, or Advanced)	465 95.5%	22 4.5%	84 95.3%	5 5.7%	549 95.5%	26 4.5%
Do you feel like you understand your child's level (Beginning, Early Intermediate, Intermediate, Early Advanced, or Advanced) of English language proficiency?	471 96.7%	16 3.3%	83 97.6%	2 2.4%	554 96.8%	18 3.2%
Do you think your child is making sufficient progress in developing English proficiency?	470 96.9%	15 3.1%	81 94.2%	5 5.8%	551 96.5%	20 3.5%
Does your child interact with fluent English peers after school (neighbors, friends, sports teammates, etc.)?	465 95.5%	22 4.5%	76 88.4%	10 11.6%	541 94.4%	32 5.6%
Do you use School Loop to access information about your child's grades and/or contact school staff?	n/a	n/a	83 94.3%	5 5.7%	n/a	n/a
	TK-5		6-8		Overall	
	English	Other Language	English	Other Language	English	Other Language
Which language does your child most often speak at home?	269 58.9%	188 41.1%	43 43.4%	33 56.6%	312 58.5%	221 41.5%

Overall the comments were very positive, including “I am very pleased with my son’s progress” and “I have confidence my child will improve in understanding English every school year.” The most common comment made by parents was that their child did not need belong in the EL program. If a parent indicated a need, it most often included the need for reading and writing support, such as, “Please help my child to improve in reading comprehension and writing.”

## Teacher Survey Results

Teachers were emailed an end of year survey that included a variety of instructional program/components including the EL program. At the elementary level, 114 teachers participated. At the middle school level 84 teachers participated. Currently, we are transitioning to the new California English Language Development (ELD) Standards. The current Board adopted instructional materials are aligned to the old standards. New materials will be adopted as they become available. The new model is to utilize English Language Arts materials that have ELD embedded. When materials are piloted, an attempt will be made to select from those materials. In the interim, teachers are permitted to use *Avenues* (K-5), ELD Houghton Mifflin *Medallions* (K-5), *Visions* (6-8), or create lessons, which are based on the California ELD Standards. Due to this variance, the only question asked was “How often are SDAIE strategies integrated into content instruction?” At the elementary level, 75.2% selected “Often” or “Always.” At the middle school level, 60% selected “Often” or “Always.”

## **TITLE I SERVICES**

Title I is a Federally funded program. It is part of the Elementary and Secondary Education Act (ESEA) formerly known as the “No Child Left Behind” Act passed January 8, 2002. Funds are provided to facilitate supplemental instruction/intervention for students “at risk” of not meeting District and State standards. Title I allocations are based on the percent of students who apply and qualify for the Federal free/reduced lunch program and/or whose parents have less than a high school diploma. Parents are not required to apply for the program so the true number of eligible students is never really known. Historically two schools have been identified based on grade span. For the past three years, Cox was the elementary school and Masdua the middle school. However in the 2013/14 school year, Cox was not the elementary school with the highest percentage. Both Oka’s and Plavan’s participation rates exceeded Cox by about one and a half percent. The decision was made to apply the grandfather clause, identify Cox, skip Oka and Plavan, and re-evaluate in the 2014/15 school year. The reason for this clause and the rationale for the decision is the desire for continuity. Because the approximate enrollments at Oka and Plavan are 450 and 530, one percent is equivalent to five students. In the 2014/15 school year it was decided to identify Oka and Plavan as Title I schools. The process for dividing the funds between all four schools, Cox, Masuda, Oka, and Plavan was the same as what was done in the past. The number of eligible students were totaled and a per student amount calculated. Each site received funds based on the per student amount multiplied by the number of eligible students. It is important to acknowledge that the students who receive services through the Title I program are not necessarily the ones who meet the Title I qualification criteria (participation in the free/reduced lunch program and/or parents with less than a high school diploma).

In the 2014/15 school year, elementary students were eligible for Title I services met one or more of the criteria below in one or both subject areas.

Grade	DIBELS Next		SRI	Progress Report/ Report Card	Teacher Recommendation
	Assessment	Performance Band			
TK/K	CORE Phonics ✓ Uppercase Letter Names ✓ Lowercase Letter Names ✓ Consonant Sounds ✓ Vowel Sounds DIBELS Next ✓ Nonsense Word Fluency	Less than 100%  Tier 1 & Tier 2	n/a	1	

1 <sup>st</sup>	✓ Nonsense Word Fluency ✓ DORF	Tier 1 & Tier 2		1	
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Grade	DIBELS Next	SRI	Progress Report/ Report Card	Teacher Recommendation
2 <sup>nd</sup>	✓ DORF Tier 1 & Tier 2		1	
3 <sup>rd</sup>	✓ DORF ✓ DAZE Tier 1 & Tier 2		C- or Below	
4 <sup>th</sup> & 5 <sup>th</sup>	✓ DORF ✓ DAZE Tier 1 & Tier 2	Below Grade Level		

In 2014/15 because there were no State test scores, middle school students were primarily identified for services based on grades and teacher recommendations. In subsequent years, State test scores will once again be included.

In the 2014/15 school year, 775 students from the four schools were identified for Title I. The majority of students attended Cox (298), followed by Masuda (255), Plavan (173), and Oka (49).

### Program Results

The first year of Smarter Balanced Assessment Results was 2014/15. The results below are a comparison between 198 students who received Title I services in English language arts or reading, All Students and students in the Low Income subgroup. Students who fall under the Low Income subgroup may or may not be served by Title I. Title I services are provided for the students with the greatest academic need regardless of participation in the Free/Reduced Lunch Program.

	Smarter Balanced English Language Arts Literacy Percent Standard Met/Standard Exceeded		
	All Students	Low Income	Title I
FVSD	69%	55%	25%
Cox	64%	53%	35%
Masuda*	64%	51%	14%
Oka*	62%	48%	18%
Plavan	59%	47%	22%

\*Interpret results with caution due to the low number of participants

The results below are a comparison between 171 students who received Title I services in mathematics, All Students and students in the Low Income subgroup.

	Smarter Balanced Mathematics Percent Standard Met/Standard Exceeded		
	All Students	Low Income	Title I
FVSD	63%	47%	25%
Cox	56%	47%	16%
Masuda	63%	52%	n/a
Oka*	58%	47%	0%
Plavan	66%	47%	46%

\*Interpret results with caution due to the low number of participants

There are 30 additional students at Masuda who were not included in the analysis above because they receive support that is not content area specific, such as, Lunch Academy for missing homework, after school homework help, and intervention teacher support.

In subsequent years, growth and year to year comparisons will be conducted to strengthen the analysis of the effectiveness of the Title I services provided.



Fountain Valley School District  
Support Services

M E M O R A N D U M

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
**SUBJECT: MOU between OCDE and FVSD for Special Schools Program**  
DATE: June 23, 2016

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**Background:**

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56165.3 and 56195.5, Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program. Agreement is effective the period of July 1, 2016 through June 30, 2017.

**Fiscal Impact:**

No fiscal impact.

**Recommendation:**

It is recommended that the Board of Trustees approves the MOU between Orange County Department of Education and Fountain Valley School District.



Memorandum of Understanding Between  
The Orange County Superintendent of Schools  
And  
"Fountain Valley School District"  
2016-2017

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "Fountain Valley School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2016, and ending June 30, 2017.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal

as well as schedule a visitation with the parent. OCDE referral packets are available on-line at <http://www.ocde.us/sped/Pages/default.aspx>.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. OCDE shall maintain and provide special education programs for District pupils during the 2016-2017 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for



home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located ("Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Mainstreaming Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE,

shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2016 through June 1, 2017. A pupil shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. If a continuing pupil has not attended school by the eleventh (11<sup>th</sup>) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.



10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for Deaf and Hard of Hearing pupils who are learning through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

#### 11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.



b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

- (1) Various Program Cost Reports
- (2) State Form 01
- (3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and

Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's

responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall



provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2016-2017 will be based on actual information for 2015-2016 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before

December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2016-2017

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average



Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE: Orange County Department of Education  
Special Education Division  
200 Kalmus Drive  
Costa Mesa, CA 92626  
Attn: **Dennis Roberson**  
**Chief, Special Education Services**  
Fax: (714) 545-6312  
Phone: (714) 966-4133

District: Fountain Valley School District  
10055 Slater Avenue  
Fountain Valley, CA 92708  
Attn: Cara Robinson, Director, Support Services  
Fax: (714) 843-3230  
Phone: (714) 843-3281

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.



24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS  
OCDE - [NAME]

\_\_\_\_\_  
DISTRICT - [NAME]

BY: \_\_\_\_\_  
(Authorized Agent)

BY: \_\_\_\_\_  
(Authorized Agent)

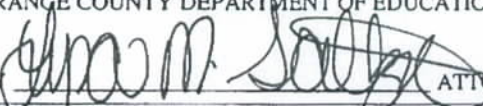
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE APPROVED BY COUNTY  
SUPERINTENDENT OR DISTRICT BOARD:

\_\_\_\_\_

cc: SELPA


APPROVED AS TO FORM:
DATE: <u>May 5, 2016</u>
LYSA M. SALTZMAN, COUNSEL ORANGE COUNTY DEPARTMENT OF EDUCATION
BY:  ATTORNEY

	2016-17
1. Average number of pupils transported	267
2. Maximum number of billable days	202
3. Classified Salaries	\$ 90,324
4. Employee Benefits	\$ 28,013
5. Supplies	\$ 50
6. Travel/Conferences/Dues/Memberships	\$ 1,384
7. Other Expenses	\$ -
8. Contracts with Private Contractors (5100)	\$ 4,352,922
9. Payments to Private Carriers (5830)	\$ 25,000
10. Other Services/Operating Expenses	\$ 156
11. Equipment/Replacement	\$ -
12. Therapy Transportation	
Subtotal Direct Costs	\$ 4,352,922
13. Direct Support costs	\$ 144,927
14. Indirect Support Costs @ 1%	\$ 1,449
15. Total Transportation Cost Allocation	\$ 4,499,298
16. State Transportation Entitlement	\$ 1,626,235
Total	\$ 1,626,235
17. Excess Transportation Cost	\$ 2,873,063
17a. *Per Pupil Excess Cost Line19/Line1	\$ 10,761
17b. *Per Day Excess Cost Line19a/Line2	53.27

\*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days  
Note: If we receive additional funding for transportation, the cost will be reduced.

**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>2016-17 Preliminary Budget (B1)</b>	<b>Object</b>	<b>2014-2015</b>	<b>2015-16</b>	<b>2015-16</b>	<b>2016-17</b>
<b>2015-16 average enrollment 433.2</b>		<b>Unaudited</b>	<b>Adopted</b>	<b>Estimated</b>	<b>Adopted</b>
<b>2016-17 proj average enrollment 425</b>	<b>Code</b>	<b>Actuals</b>	<b>Budget</b>	<b>Actuals</b>	<b>Budget</b>
Restricted Fund Balance Low Incidence	9791	325,118.08	249,018	221,425	181,655
Reserve for Economic Uncertainty	9791	954,842.00	872,648	1,010,976	898,707
Adjustment to ending balance					
<b>Total Beginning Balance</b>	<b>9791</b>	<b>1,279,960</b>	<b>1,121,666</b>	<b>1,232,401</b>	<b>1,080,362</b>
<b>Revenue</b>					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,635,331.00	1,644,060	1,588,280	1,588,518
<b>AB602 Allocation</b>		<b>1,635,331.00</b>	<b>1,644,060</b>	<b>1,588,280</b>	<b>1,588,518</b>
Prior Year Apportionment	8319	26,400.00			
Other State Revenue	8590				
<b>Other State Revenue</b>		<b>26,400</b>	<b>-</b>	<b>-</b>	
Interagency Fees Bill Back to Districts	8677	20,250,312.92	19,583,465	19,468,159	20,479,354
Interagency Fees Special Circumstance Aids	8677	4,687,289.41	4,493,738	4,627,043	4,627,043
Interagency Fees - Contracts	8677		86,050	107,447	85,700
Other revenue	8631				
Registration & Misc. Fee	8689			5,390	
Other Local Revenue/EE contract	8699	16,218.87	193,665	253	420
Other Revenue/Tuition	8710	3,042,693.86	3,657,155	3,504,730	3,453,840
<b>Other Local Revenue</b>		<b>27,996,515.06</b>	<b>28,014,073</b>	<b>27,713,023</b>	<b>28,646,357</b>
Contribution from Unrestricted	8980				
Contribution for Indirect	8981	471,000.28	483,461	486,237	515,237
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	83,106.50	86,888	117,227	117,227
Contribution to Restricted Routine Maint.	8991	(118,300.00)	(366,231)	(366,231)	(369,775)
Contribution to Food Services	8992	(159,346.35)	(162,032)	(170,252)	(195,472)
Contribution to Special Ed	8993				
<b>Total Contributions</b>		<b>718,411.43</b>	<b>484,037</b>	<b>508,932</b>	<b>509,168</b>
<b>Total Revenue</b>		<b>31,656,617.57</b>	<b>31,263,836</b>	<b>31,042,636</b>	<b>31,824,404</b>



**Orange County Department of Education  
Special Schools Program**

Exhibit A

<b>2016-17 Preliminary Budget (B1)</b>	<b>Object</b>	<b>2014-2015</b>	<b>2015-16</b>	<b>2015-16</b>	<b>2016-17</b>
<b>2015-16 average enrollment 433.2</b>		<b>Unaudited</b>	<b>Adopted</b>	<b>Estimated</b>	<b>Adopted</b>
<b>2016-17 proj average enrollment 425</b>	<b>Code</b>	<b>Actuals</b>	<b>Budget</b>	<b>Actuals</b>	<b>Budget</b>
<b>Expenditures</b>					
Teachers Salaries	1100	5,846,929.99	6,004,563	6,106,376	6,122,032
Pupil Support Salaries	1200	1,169,518.57	1,382,359	1,317,636	1,318,059
Supervisor/Administrators	1300	884,065.03	981,982	922,406	987,611
Other Certificated	1900	1,196,521.72	1,272,668	1,199,908	1,187,210
<b>Total Certificated</b>		<b>9,097,035.31</b>	<b>9,641,572</b>	<b>9,546,326</b>	<b>9,614,912</b>
Instructional Assistants	2100	6,849,974.59	7,008,885	7,263,062	7,350,503
Classified Support Salaries	2200	614,933.87	641,270	665,075	671,139
Supervisors/Managers	2300	470,356.21	472,314	502,553	548,755
Clerical/Technical	2400	692,233.38	714,291	704,194	749,434
Short term Sub	2900	(258.94)	150	150	150
<b>Total Classified</b>		<b>8,627,239.11</b>	<b>8,836,910</b>	<b>9,135,034</b>	<b>9,319,981</b>
STRS/PERS	3100-3200	1,769,449.21	1,976,089	1,942,951	2,194,636
Medicare and PARS	3300	245,782.41	255,867	270,610	268,233
Health and Welfare	3400	4,536,142.04	4,941,773	4,521,562	4,738,311
Unemployment	3500	8,800.23	9,236	9,540	9,490
Worker's Comp	3600	322,987.23	365,799	400,937	398,393
PERS Reduction	3800				
Life Insurance/Other	3900	45,975.62	47,715	33,551	30,967
<b>Total Benefits</b>		<b>6,929,136.74</b>	<b>7,596,479</b>	<b>7,179,151</b>	<b>7,640,030</b>
Textbooks	4100	1,302.00	1,800	-	1,200
Other Books	4200	2,363.85	1,465	1,800	1,796
Materials and Supplies	4300	307,148.70	292,425	318,728	328,191
NonCapitalized Equipment	4400	34,891.08	45,752	29,633	37,860
<b>Total Books and Supplies</b>		<b>345,705.63</b>	<b>341,442</b>	<b>350,161</b>	<b>369,047</b>
Travel and Conference	5200	109,620.57	117,728	110,546	109,441
Dues and Membership	5300	406.92	1,000	1,080	1,080
Utilities	5500	146,049.40	168,517	188,727	190,790
Rents/Leases/Repairs	5640	341,757.09	410,631	420,466	408,370
Repairs/Maintenance	5600	119,855.73	62,025	122,939	79,348
Transfer of Direct Costs	5700	42,623.22	47,317	44,249	44,643
Professional/Consulting Services	5800	289,513.55	212,074	194,376	209,490
Communications	5900	68,975.95	64,974	66,911	63,718
<b>Total</b>		<b>1,118,802.43</b>	<b>1,084,266</b>	<b>1,149,294</b>	<b>1,106,880</b>
Improvement on Sites	6100				
Buildings	6200	142,827.77	106,203	64,604	106,203
Capitalized Equipment	6400/6500	15,243.04	6,000	-	6,000
<b>Total</b>		<b>158,070.81</b>	<b>112,203</b>	<b>64,604</b>	<b>112,203</b>
Support Costs	7340	1,952,210.13	2,015,141	2,046,077	2,103,117
Support Contributions	7341	471,000.28	483,461	486,237	515,237
IFT Out-Other Authorized IFT	7619				
<b>Total Support</b>		<b>2,423,210.41</b>	<b>2,498,602</b>	<b>2,532,314</b>	<b>2,618,354</b>
<b>Total Expenditures</b>		<b>28,699,200.44</b>	<b>30,111,474</b>	<b>29,956,884</b>	<b>30,781,407</b>
Restricted Fund Balance Low Incidence	9780/9740	221,424.62	249,018	181,655	119,555
Reserve for Economic Uncertainty	9780/9740	860,976	903,344	898,707	923,442
<b>Ending Fund Balance</b>		<b>2,957,417</b>	<b>1,152,362</b>	<b>1,085,752</b>	<b>1,042,997</b>
Total Bill Back		18,375,296	19,583,465	19,468,159	20,479,354
Average Enrollment		454.08	442	433	425
Estimated Bill Back per Pupil		<b>40,467</b>	<b>44,306</b>	<b>44,940</b>	<b>48,187</b>
Proposed Refund to District		<b>3,798.93</b>			
Actual Billing		<b>36,668.16</b>			



Fountain Valley School District  
**BUSINESS SERVICES DIVISION**

**M E M O R A N D U M**

**TO:** Christine Fullerton, Assistant Superintendent Business Services  
**FROM:** Isidro Guerra, Director, Fiscal Services  
**SUBJECT:** **Approval of Professional Services Agreement with Colliers International for Appraisal Services**  
**DATE:** June 21, 2016

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**Background:**

FVSD has a long-term ground lease agreement with the Church of Jesus Christ of Latter Day Saints (“Church”) for the Maintenance and Operations Facility located at 17350 Mt. Herrmann St. FVSD is required to obtain an appraisal every five years to determine the fair market value of the land. The District’s appraised value is compared to the Church’s appraised value and upon reaching a mutually agreed-upon market value, lease payments are set for the next five years.

In the event that the two appraisals arrive at a material difference in their conclusion of value, both entities will jointly pay for a third appraisal which will be averaged with the original appraisal it most closely approximates. Recent appraisals obtained by the Church and the District varied by an amount which requires a third opinion of value.

**Fiscal Impact:**

The fees associated with this report for FVSD are estimated at \$1,750.

**Recommendation:**

It is recommended that the Board of Trustees authorizes the Superintendent or designee to sign all required documents related to the appraisal.



**APPRAISAL REPORT UPDATE FEE**

CPB and FVSD commonly requests an update to appraisal reports in the form of a limited scope of work Restricted Use report, twelve (12) months after the effective date of the original report. You hereby agree to provide an update of the original report for the fixed fee of \$1,750, per update report until the property is sold by CPB and FVSD, or this property disposition assignment is terminated by the client, CPB and FVSD. **If update(s) are required, prior to proceeding with any scheduled six-month updates, you will be notified in writing with an attached modified contract for the said update.**

**CONFIDENTIALITY**

CPB, FVSD or CIVAS may provide you with, or allow you access to, certain information about CPB, FVSD or CIVAS that may not be generally known to the public, including without limitation, any information regarding the property, the ownership of the property, the Summary Appraisal Report and all information regarding the process of finalizing such report, any financial information of any type, personal information of any type, customer information or any other business of financial information (collectively, the "Confidential Information"), whether any such information provided is marked or otherwise designated as "Confidential Information." You shall keep confidential the Confidential Information and, except as expressly permitted in this section, you shall not at any time disclose, permit the disclosure of, release, dissemination or transfer, whether orally or by any other means, any part of the Confidential Information to any other person or entity whether corporate, governmental or individual, without the express prior written consent of an authorized representative of CPB, FVSD (and CIVAS to the extent the information was provided by CIVAS or related to CIVAS). You shall return any written Confidential Information, and all copies made of such items, to CPB, FVSD or CIVAS, as applicable, upon the request of CPB, FVSD or CIVAS. You hereby agree that the Confidential Information and any documents provided may be used by you only as authorized by CIVAS. You shall take all appropriate measures to avoid any disclosure of any Confidential Information to any unauthorized person. You recognize the highly sensitive nature of all Confidential Information to CPB, FVSD or CIVAS.

Your obligation to maintain the confidentiality of the Confidential Information continues even after the completion of your assignment, except that you have the right to use the Confidential Information to fulfill your professional obligations with respect to mandated file retention and disclosure for purposes of peer review.

**CONTACT INFORMATION**

For any additional information to complete this assignment on time, i.e. title report, facility access or clarification on appraisal report requirements, please contact CIVAS, Shawnee Larsen at [shawnee.larsen@colliers.com](mailto:shawnee.larsen@colliers.com).

CPB AND FVSD is appreciative of the thoughtful analysis you will provide for this property. Please sign below and return one executed copy of this letter to CIVAS on behalf of CPB and FVSD, c/o Shawnee Larsen at [shawnee.larsen@colliers.com](mailto:shawnee.larsen@colliers.com).

Sincerely,

**CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

**THE FOUNTAIN VALLEY SCHOOL DISTRICT**



\_\_\_\_\_  
[Signatory]

[Signatory]

*MATTHEW R. Cummings*

\_\_\_\_\_  
[Signatory]

Print Name

Print Name

Accepted and agreed as of the 20<sup>th</sup> day of June, 2016

Accepted and agreed as of the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Appraiser Signature

\_\_\_\_\_  
Print Name

Acknowledged as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Please see next page for details of the assignment.**



# PROFESSIONAL SERVICE AGREEMENT

June 20, 2016

John S. Adams, MAI  
John S. Adams & Associates, Inc.  
5100 Birch Street, Ste. 200  
Newport Beach, CA 92660  
949.833.1972  
[jsainc@pacbell.net](mailto:jsainc@pacbell.net)

Church ID: 515-9679  
Property Address: 17350 Mount Herrmann St, Fountain Valley, CA 92708

Dear Appraiser:

This letter will serve as our engagement of your services to prepare an appraisal of the property referenced above and described in the attached addendum (together, the "Agreement"). Your engagement is as an independent contractor and not as an employee or agent of Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints ("CPB") and the Fountain Valley School District ("FVSD"). CPB and FVSD has engaged the services of Colliers International Valuation & Advisory Services. ("CIVAS") to facilitate the appraisal of CPB and FVSD's property referenced above and you agree to work under the direction of CIVAS with respect to this appraisal.

The appraisal assignment must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and the following General Appraisal Requirements of CPB and FVSD:

The report or addenda must, at a minimum, include the following (as applicable and available):

1. Conclude to an "hypothetical" opinion of market value
2. All prospective value estimates must include the future effective date of value
3. A copy of this engagement contract
4. Photographs of the subject property
5. Site plan/Plat map
6. Purchase agreement(s)
7. Title report
8. Neighborhood, site, and comparable maps
9. Transaction and property details for each sale comparable
10. Qualifications of the appraiser(s)

By accepting this appraisal assignment, you represent and warrant that you shall perform the appraisal and your duties under this Agreement in a professional and dignified manner, you shall act in good faith and exercise all due care and sound business judgment in performing your duties under this Agreement. Failure to comply with any of the above requirements may result in rejection of the appraisal. Payment of the fee is subject to review of the appraisal by CIVAS for compliance with the requirements noted in this Agreement and acceptance of the appraisal by CPB and FVSD.

By accepting this appraisal assignment, you and any staff member associated with this assignment certify that you have no direct or indirect interest, financial or otherwise, in the property or transaction, or relationship with the ownership or borrower.

A qualified, appropriately licensed/certified/designated appraiser associated with your firm, may perform and sign the appraisal and a qualified, appropriately registered appraisal assistant may assist in the preparation of the appraisal.

CPB and FVSD hereby authorizes you to produce an **APPRAISAL REPORT "Summary Narrative"**, in compliance with Standards Rule 2-2(b) of USPAP for the subject property referenced above. The Summary Appraisal Report shall be delivered to CIVAS for review and confirmation of compliance with the requirements of this Agreement. Upon satisfactory review, the Summary Appraisal Report shall be transmitted to CPB and FVSD. You agree to work with CIVAS pursuant to the "Cooperation" section below with respect to any concerns or issues that arise during CIVAS' review of the Summary Appraisal Report.

CPB and FVSD, together with its subsidiaries, is the owner, client, and the intended user. The intended use of the appraisal is for internal management purposes. You agree to comply with the Confidentiality section of the Ethics Rule of USPAP in regards to any data furnished by CPB, FVSD and CIVAS in connection with this assignment, and subject to the confidentiality provisions of this Agreement.

#### **EXTENSION AND LATE FEE**

Request for an extension of the report delivery date must be in writing to CIVAS prior to delivery date. Please be aware that unless CIVAS has given prior approval to your extension request, a late fee will be assessed, equaling **10%** of the total fee. This charge is in the nature of liquidated damages, and you agree that it represents a reasonable estimate of loss and not a penalty. If the requested appraisal has not been delivered within three (3) business days of the delivery date CIVAS reserves the right, in its sole discretion to terminate this contract without obligation to pay the fee.

#### **CANCELLATION**

CPB and FVSD reserves the right to cancel this Agreement without cause. You may be notified of this cancellation by either CIVAS on behalf of CPB and FVSD or by CPB and FVSD directly. Upon such cancellation, payment of the fee will be limited to actual time spent and any out-of-pocket expenses incurred up to the date of termination.

#### **COOPERATION**

All signing appraisers agree to be available to discuss any concerns or issues CIVAS may have regarding the analysis and the value conclusions. This cooperation would include a possible reconciliation call. CIVAS expects resolution to its questions or concerns about the appraisal promptly and no later than five days of its request for clarification. CIVAS inquiries associated with the work must be acknowledged and responded to within 24 hours of issuance. CPB and FVSD reserves the right to withhold 50% of the payment owed the appraiser until the appraiser addresses reasonable valuation or methodology appraisal concerns expressed by CIVAS about the appraisal submitted. If the appraiser is non-responsive, CPB and FVSD may elect to withhold the payment in its entirety.

#### **APPRAISAL REPORT MUST INCLUDE**

- Photos of the subject property and sale comparables.
- Location maps, site maps, plat maps, zoning maps and aerial photographs of the property with the property outlined. **Please reference in the report if any of these maps are not available.**
- A discussion of both neighborhood and general market area conditions and trends, including characteristics that currently affect the value or will affect the future value of the property.
- A reference of the appraiser's property inspection.
- Based on the USPAP (Standard Rule 1-5), analyze all agreements of sale, options, and listings of the subject property current as of the effective date of the appraisal; and analyze all sales of the subject property that occurred within the three (3) years prior to the effective date of the appraisal.
- Prepare a thorough adjustment grid, including: date of sale, location, configuration, zoning, access and utilities. **Qualitative or Quantitative adjustments are acceptable; however, please consider making a quantitative (%) market conditions adjustment.**
- An explanation as to why any of the sale comparables in report are over nine months old.
- An explanation of why comparables were selected from a different neighborhood/market.
- In addition to closed sales, include current listings of comparable properties. If listings are not available, report this in your appraisal.
- All communication between appraiser and CIVAS must be via email. This allows CIVAS to attach all communications to the job record for quality control and work flow purposes.
- A copy of this engagement letter and evidence of your state certification with the appraisal report's addenda.
- **CHURCH PROPERTY ID NUMBER MUST BE INCLUDED IN THE TRANSMITTAL LETTER, THE COVER PAGE OF THE APPRAISAL REPORT AND THE INVOICE.**



**APPRAISAL REPORT UPDATE FEE**

CPB and FVSD commonly requests an update to appraisal reports in the form of a limited scope of work Restricted Use report, twelve (12) months after the effective date of the original report. You hereby agree to provide an update of the original report for the fixed fee of \$1,750, per update report until the property is sold by CPB and FVSD, or this property disposition assignment is terminated by the client, CPB and FVSD. **If update(s) are required, prior to proceeding with any scheduled six-month updates, you will be notified in writing with an attached modified contract for the said update.**

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CPB AND FVSD is appreciative of the thoughtful analysis you will provide for this property. Please sign below and return one executed copy of this letter to CIVAS on behalf of CPB and FVSD, **c/o Shawnee Larsen at [shawnee.larsen@colliers.com](mailto:shawnee.larsen@colliers.com)**.

Sincerely,

**CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH  
OF JESUS CHRIST OF LATTER-DAY SAINTS**

**THE FOUNTAIN VALLEY SCHOOL DISTRICT**

\_\_\_\_\_  
[Signatory]

\_\_\_\_\_  
[Signatory]

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Accepted and agreed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016

Accepted and agreed as of the \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Appraiser Signature

\_\_\_\_\_  
Print Name

Acknowledged as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Please see next page for details of the assignment.**

## **PROPERTY INFORMATION**

Church ID: 515-9679

APN: Portion of 169-431-03

Property Address: 17350 Mount Herrmann St, Fountain Valley, CA 92708

Property Description: 93,654.00 SF – Industrial park (The subject is the northern half of the industrial lot.)

Property Contact: Stephen Korn @ 714.808.7900, 714.391.8775 or [stephen.korn@ldschurch.org](mailto:stephen.korn@ldschurch.org)

Real Estate Project Manager: Matthew Cummings

## **APPRAISAL ASSIGNMENT**

Appraisal Fee: \$3,500

Appraisal Delivery Date: 7/27/16

Scope & Reporting Format: Appraisal Report

Valuation Premises: Hypothetical - The property is to be appraised with no consideration given to the current improvements, nor any cost to demolish or remove them. There is a long-term ground lease in effect. The subject property should be appraised as vacant land with no lease in place. The purpose of the appraisal is to estimate the market value for establishing the lease payments. The ground lease is based on a percentage of the current value of the land only. Please appraise as a vacant lot with no lease in place.

Property Rights Appraised: Fee Simple

Number of Original Reports: No hard copies.

Prepared For: **Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints**  
**50 E. North Temple Street**  
**Real Estate Services Division – 12<sup>th</sup> Floor**  
**Salt Lake City, UT 84150**

And: **The Fountain Valley School District**  
**10055 Slater Avenue**  
**Fountain Valley, CA 92708**

Delivery Instructions include:

- 1) **Email a PDF to [marjorie.wood@colliers.com](mailto:marjorie.wood@colliers.com) and [shawnee.larsen@colliers.com](mailto:shawnee.larsen@colliers.com)**
  - a. Include invoice, W-9 or completed vendor set up form (provided by CIVAS)
- 2) **Report will then be reviewed by Colliers International. You will be contacted if revisions are necessary.**  
Revisions must be made within 24 hours for prompt delivery to CPB AND FVSD.
- 3) **Invoice will be paid directly to Independent Contractor by CPB and FVSD after delivery of PDF.**
  - a. To ensure prompt payment, include the following information on your invoice:
    - i. Church Property # (see top of first page of this letter).
    - ii. The word "Invoice" should appear at the top of the invoice.
    - iii. The name, address and phone number of your company.
    - iv. Address the invoice to: Corporation of the Presiding Bishop
    - v. Taxpayer Identification Number

2016/2017

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Anne Delfosse, Executive Director  
West Orange County Consortium for Special Education

Date: 06/07/16

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

Board Meeting Date: 06/30/16

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
n/a	Olive Crest Academy W17024	n/a	07/01/16 – 06/30/17
n/a	Speech and Language Development Center W17027	n/a	07/01/16 – 06/30/17
n/a	Behavior Solutions, Inc. W17029	n/a	07/01/16 – 06/30/17
n/a	Cornerstone Therapies W17019	n/a	07/01/16 – 06/30/17
n/a	Professional Tutors of America, Inc. W17022	n/a	07/01/16 – 06/30/17
	Olive Crest Academy W17025	\$21,731.84	07/01/16 – 02/14/17
	Olive Crest Academy W17042	\$49,563.14	07/01/16 – 06/30/17
	Speech and Language Development Center W17028	\$21,997.50	07/01/16 – 01/25/17
	Behavior Solutions, Inc. W17030	\$500.00	07/01/16 – 01/25/17
	Cornerstone Therapies W17021	\$5,614.40	07/01/16 – 03/03/17
	Cornerstone Therapies W17042	\$800.00	07/01/16 – 06/30/17
	Professional Tutors of America, Inc. W17023	\$2,950.00	07/01/16 – 06/30/17
	Creative Behavior Interventions W17043	\$2,800.00	07/01/16 – 06/30/17

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Dr. Mark Johnson  
Superintendent

Date:

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17024*

*OLIVE CREST ACADEMY*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2016-2017

  X   Nonpublic School  
       Nonpublic Agency

**Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATIONS AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	8
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	9
20. NON-DISCRIMINATION	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	12
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	15
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS	16
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18

40. PARENT ACCESS .....	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS .....	19
43. STATE MEAL MANDATE .....	20
44. MONITORING .....	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS .....	21
46. STAFF QUALIFICATIONS .....	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	22
48. STAFF ABSENCE .....	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME .....	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY .....	23
51. FACILITIES AND FACILITIES MODIFICATION .....	23
52. ADMINISTRATION OF MEDICATION .....	23
53. INCIDENT/ACCIDENT REPORTING .....	24
54. CHILD ABUSE REPORTING .....	24
55. SEXUAL HARASSMENT/DISCRIMINATION .....	24
56. REPORTING OF MISSING CHILDREN .....	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	24
58. RIGHT TO WITHHOLD PAYMENT .....	26
59. PAYMENT FROM OUTSIDE AGENCIES .....	27
60. PAYMENT FOR ABSENCES .....	27
61. INSPECTION AND AUDIT .....	28
62. RATE SCHEDULE .....	29
63. DEBARMENT CERTIFICATION .....	29
EXHIBIT A: RATES .....	31

2016-2017

CONTRACT NUMBER:  
W17024

LEA: FOUNTAIN VALLEY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Olive Crest Academy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,

joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for



special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that



CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.



## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
Olive Crest Academy

LEA,  
Fountain Valley School District

\_\_\_\_\_  
Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCSE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach, CA 92649
City State Zip	City State Zip 714-903-7000, ext. 5615 714-372-8109
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

---

Name and Title

---

Address

---

City State Zip

---

Phone Fax

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR:** Olive Crest Academy **CONTRACTOR NUMBER** W17024 **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
166.36	Per Diem

A. Basic Education Program/Special Education Instruction  
 Basic Education Program/Dual Enrollment

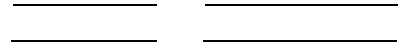
Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

**B. Related Services**

(1)	a. Transportation – Round Trip	43.70-64.00	day
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
	f. Transportation Aide	61.23	day
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of _____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of _____		
	c. Adapted Physical Education – Group of _____		
(4)	a. Language and Speech Therapy – Individual	50.71	30 minutes
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
	f. Language and Speech – Assessment	127.58	60 minutes
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	117.36	day
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		

(13) Residential Mental Health Services

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17027*

*SPEECH AND LANGUAGE DEVELOPMENT  
CENTER*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2016-2017

  X   Nonpublic School  
       Nonpublic Agency

**Type of Contract:**

  X   Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                     

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATIONS AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	8
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	9
20. NON-DISCRIMINATION	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	12
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	15
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS	16
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18

40. PARENT ACCESS .....	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS .....	19
43. STATE MEAL MANDATE .....	20
44. MONITORING .....	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS .....	21
46. STAFF QUALIFICATIONS .....	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	22
48. STAFF ABSENCE .....	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME .....	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY .....	23
51. FACILITIES AND FACILITIES MODIFICATION .....	23
52. ADMINISTRATION OF MEDICATION .....	23
53. INCIDENT/ACCIDENT REPORTING .....	24
54. CHILD ABUSE REPORTING .....	24
55. SEXUAL HARASSMENT/DISCRIMINATION .....	24
56. REPORTING OF MISSING CHILDREN .....	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	24
58. RIGHT TO WITHHOLD PAYMENT .....	26
59. PAYMENT FROM OUTSIDE AGENCIES .....	27
60. PAYMENT FOR ABSENCES .....	27
61. INSPECTION AND AUDIT .....	28
62. RATE SCHEDULE .....	29
63. DEBARMENT CERTIFICATION .....	29
EXHIBIT A: RATES .....	31

2016-2017

CONTRACT NUMBER:  
W17027

LEA: FOUNTAIN VALLEY SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech and Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR

from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision

of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and



positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

#### **10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

#### **14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master

Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option,

the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred

to as “IEE”) and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related

services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**



CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California

Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in

the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in

the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency

service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written

orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service

tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not

in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence. Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior

Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make

such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
 Speech and Language Development Center  
 \_\_\_\_\_  
 Nonpublic School/Agency

LEA,  
 Fountain Valley School District  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Signature Date  
 \_\_\_\_\_  
 Name and Title of Authorized Representative

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



Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCSE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach CA 92649
City State Zip	City State Zip 714-903-7000, ext 4615 CA 714-372-8109
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

---

Name and Title

---

Address

---

City State Zip

---

Phone Fax

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR** Speech and Language Development Center **CONTRACTOR NUMBER** W17027 **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

	Rate	Period
A. <u>Basic Education Program/Special Education Instruction</u>	155.00	PER DIEM
Basic Education Program/Dual Enrollment		

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

**B. Related Services**

(1) a. Transportation – Round Trip	40.00-58.17	Daily
b. Transportation – One Way		
c. Transportation – Dual Enrollment		
d. Public Transportation		
e. Parent*		
(2) a. Educational Counseling – Individual		
b. Educational Counseling – Group of _____		
c. Counseling – Parent		
(3) a. Adapted Physical Education – Individual	99.00	Hourly
b. Adapted Physical Education – Group of _____		
c. Adapted Physical Education – Group of _____		
(4) a. Language and Speech Therapy – Individual	99.00	Hourly
b. Language and Speech Therapy – Group of 2		
c. Language and Speech Therapy – Group of 3		
d. Language and Speech Therapy – Per diem		
e. Language and Speech – Consultation Rate		
(5) a. Additional Classroom Aide – Individual (must be authorized on IEP)		
b. Additional Instructional Assistant – Group of 2		
c. Additional Instructional Assistant – Group of 3		
(6) Intensive Special Education Instruction**		
(7) a. Occupational Therapy – Individual	99.00	Hourly
b. Occupational Therapy – Group of 2		
c. Occupational Therapy – Group of 3		
d. Occupational Therapy – Group of 4 - 7		
e. Occupational Therapy – Consultation Rate		
(8) Physical Therapy	99.00	Hourly
(9) a. Physical Therapy – In Center Clinic		
b. Behavior Intervention – Supervision		
Provided by: _____		
(10) Nursing Services		
(11) Psychological Services/Counseling	99.00	Hourly
(12) Residential Board and Care		

(13) Residential Mental Health Services

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.

\_\_\_\_\_  
\_\_\_\_\_

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17029*

*BEHAVIOR SOLUTIONS, INC.*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2016-2017

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATIONS AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	8
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	9
20. NON-DISCRIMINATION	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	12
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	15
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS	16
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18

40. PARENT ACCESS .....	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS .....	19
43. STATE MEAL MANDATE .....	20
44. MONITORING .....	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS .....	21
46. STAFF QUALIFICATIONS .....	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	22
48. STAFF ABSENCE .....	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME .....	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY .....	23
51. FACILITIES AND FACILITIES MODIFICATION .....	23
52. ADMINISTRATION OF MEDICATION .....	23
53. INCIDENT/ACCIDENT REPORTING .....	24
54. CHILD ABUSE REPORTING .....	24
55. SEXUAL HARASSMENT/DISCRIMINATION .....	24
56. REPORTING OF MISSING CHILDREN .....	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	24
58. RIGHT TO WITHHOLD PAYMENT .....	26
59. PAYMENT FROM OUTSIDE AGENCIES .....	27
60. PAYMENT FOR ABSENCES .....	27
61. INSPECTION AND AUDIT .....	28
62. RATE SCHEDULE .....	29
63. DEBARMENT CERTIFICATION .....	29
EXHIBIT A: RATES .....	31

2016-2017

CONTRACT NUMBER:  
W17029

LEA: OCEAN VIEW SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Behavior Solutions, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## **7. DEFINITIONS**

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board

of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be

paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner,

joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for



special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

## **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the

written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the

LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and

ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that



CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments

by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.



## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the  1<sup>st</sup>  day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
Behavior Solutions, Inc.

LEA,  
Fountain Valley School District

\_\_\_\_\_  
Nonpublic School/Agency

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name and Title of Authorized Representative

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

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCSE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach, CA 92649
City State Zip	City State Zip 714-903-7000, ext. 4615 714-372-8109
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

---

Name and Title

---

Address

---

City State Zip

---

Phone Fax

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR** Behavior Solutions, Inc. **CONTRACTOR NUMBER** W17029 **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
_____	_____
_____	_____
_____	_____

A. Basic Education Program/Special Education Instruction  
 Basic Education Program/Dual Enrollment

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	_____	_____
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	_____	_____
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention – Evaluation/Assessment	1,200.00	Per Session
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
	c. Behavior Intervention - Consultation	250.00	180 mins/Half Day
	d. Training/Inservice/Prep	300.00	Half Day
	e. Training/Inservice/Prep	600.00	Full Day
	f. IEP Meetings	250.00	Per Meeting

- (10) Nursing Services
- (12) Residential Board and Care
- (13) Residential Mental Health Services

_____	_____
_____	_____
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17019*

*CORNERSTONE THERAPIES*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2016-2017

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT	1
2. CERTIFICATIONS AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICES AGREEMENT	3
7. DEFINITIONS	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	8
17. INDEPENDENT CONTRACTOR	8
18. SUBCONTRACTING	9
19. CONFLICTS OF INTEREST	9
20. NON-DISCRIMINATION	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION	10
22. GENERAL PROGRAM OF INSTRUCTION	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS	12
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	14
30. POSITIVE BEHAVIOR INTERVENTIONS	15
31. STUDENT DISCIPLINE	15
32. IEP TEAM MEETINGS	16
33. SURROGATE PARENTS	16
34. DUE PROCESS PROCEEDINGS	17
35. COMPLAINT PROCEDURES	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	17
37. TRANSCRIPTS	18
38. LEA STUDENT CHANGE OF RESIDENCE	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	18

40. PARENT ACCESS .....	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS .....	19
43. STATE MEAL MANDATE .....	20
44. MONITORING .....	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS .....	21
46. STAFF QUALIFICATIONS .....	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	22
48. STAFF ABSENCE .....	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME .....	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY .....	23
51. FACILITIES AND FACILITIES MODIFICATION .....	23
52. ADMINISTRATION OF MEDICATION .....	23
53. INCIDENT/ACCIDENT REPORTING .....	24
54. CHILD ABUSE REPORTING .....	24
55. SEXUAL HARASSMENT/DISCRIMINATION .....	24
56. REPORTING OF MISSING CHILDREN .....	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	24
58. RIGHT TO WITHHOLD PAYMENT .....	26
59. PAYMENT FROM OUTSIDE AGENCIES .....	27
60. PAYMENT FOR ABSENCES .....	27
61. INSPECTION AND AUDIT .....	28
62. RATE SCHEDULE .....	29
63. DEBARMENT CERTIFICATION .....	29
EXHIBIT A: RATES .....	31

2016-2017

CONTRACT NUMBER:  
W17019

LEA: FOUNTAIN VALLEY SCHOOL DISTRICT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Cornerstone Therapies (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR

from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision

of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and



positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

#### **10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

#### **14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master

Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option,

the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred

to as “IEE”) and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related

services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**



CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California

Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in

the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in

the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## PERSONNEL

### 45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### 46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency

service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written

orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service

tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not

in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence. Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior

Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make

such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
Cornerstone Therapies

LEA,  
Fountain Valley School District

\_\_\_\_\_  
Nonpublic School/Agency

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date  
Dr. Mark Johnson, Superintendent

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative



Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCSE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach CA 92649
City State Zip	City State Zip 714-903-7000, ext 4615 CA 714-372-8109
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

---

Name and Title

---

Address

---

City State Zip

---

Phone Fax

---

Email

---

**EXHIBIT A: RATES**

**CONTRACTOR** Cornerstone Therapies **CONTRACTOR NUMBER** W17019 **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed	_____						
Total LEA enrollment may not exceed	_____						
	<table border="0"> <tr> <td></td> <td align="center">Rate</td> <td align="center">Period</td> </tr> <tr> <td></td> <td align="center">_____</td> <td align="center">_____</td> </tr> </table>		Rate	Period		_____	_____
	Rate	Period					
	_____	_____					
<b>A. <u>Basic Education Program/Special Education Instruction</u></b>							
Basic Education Program/Dual Enrollment	_____						

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	102.08	hourly
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – In Center Clinic	86.75	hourly
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	102.08	hourly
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – In Center Clinic	86.75	hourly
(8)	Physical Therapy	102.08	hourly
(9)	a. Physical Therapy – In Center Clinic	86.75	hourly
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
	c. Behavior Intervention – Design or Planning (BID) Individual	_____	_____
	d. Behavior Intervention and Implementation (BII) 1:1 Individual	_____	_____
	e. Behavior Intervention and Implementation 1:2 ratio (BII/2) Group	_____	_____
(10)	Nursing Services	_____	_____

- (11) Psychological Services/Mental Health
- (12) Residential Board and Care
- (13) Residential Mental Health Services

_____	_____
_____	_____
_____	_____
_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.  
\*\*By credentialed Special Education Teacher.

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17022*

*PROFESSIONAL TUTORS OF AMERICA, INC.*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2016-2017

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for ninety (90) days at the discretion of the LEA and CONTRACTOR. Expiration Date:                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

## TABLE OF CONTENTS

### **I. GENERAL PROVISIONS**

1. MASTER CONTRACT .....	1
2. CERTIFICATIONS AND LICENSES .....	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....	2
4. TERM OF MASTER CONTRACT .....	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION .....	3
6. INDIVIDUAL SERVICES AGREEMENT .....	3
7. DEFINITIONS .....	4

### **II. ADMINISTRATION OF CONTRACT**

8. NOTICES .....	5
9. MAINTENANCE OF RECORDS .....	5
10. SEVERABILITY CLAUSE .....	6
11. SUCCESSORS IN INTEREST .....	6
12. VENUE AND GOVERNING LAW .....	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES .....	6
14. TERMINATION .....	6
15. INSURANCE .....	7
16. INDEMNIFICATION AND HOLD HARMLESS .....	8
17. INDEPENDENT CONTRACTOR .....	8
18. SUBCONTRACTING .....	9
19. CONFLICTS OF INTEREST .....	9
20. NON-DISCRIMINATION .....	10

### **III. EDUCATIONAL PROGRAM**

21. FREE AND APPROPRIATE PUBLIC EDUCATION .....	10
22. GENERAL PROGRAM OF INSTRUCTION .....	11
23. INSTRUCTIONAL MINUTES .....	12
24. CLASS SIZE .....	12
25. CALENDARS .....	12
26. DATA REPORTING .....	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....	14
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION .....	14
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS .....	14
30. POSITIVE BEHAVIOR INTERVENTIONS .....	15
31. STUDENT DISCIPLINE .....	15
32. IEP TEAM MEETINGS .....	16
33. SURROGATE PARENTS .....	16
34. DUE PROCESS PROCEEDINGS .....	17
35. COMPLAINT PROCEDURES .....	17
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS .....	17
37. TRANSCRIPTS .....	18
38. LEA STUDENT CHANGE OF RESIDENCE .....	18
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM .....	18

40. PARENT ACCESS .....	18
41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....	19
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS .....	19
43. STATE MEAL MANDATE .....	20
44. MONITORING .....	20
<b>IV. <u>PERSONNEL</u></b>	
45. CLEARANCE REQUIREMENTS .....	21
46. STAFF QUALIFICATIONS .....	21
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....	22
48. STAFF ABSENCE .....	22
49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME .....	22
<b>V. <u>HEALTH AND SAFETY MANDATES</u></b>	
50. HEALTH AND SAFETY .....	23
51. FACILITIES AND FACILITIES MODIFICATION .....	23
52. ADMINISTRATION OF MEDICATION .....	23
53. INCIDENT/ACCIDENT REPORTING .....	24
54. CHILD ABUSE REPORTING .....	24
55. SEXUAL HARASSMENT/DISCRIMINATION .....	24
56. REPORTING OF MISSING CHILDREN .....	24
<b>VI. <u>FINANCIAL</u></b>	
57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES .....	24
58. RIGHT TO WITHHOLD PAYMENT .....	26
59. PAYMENT FROM OUTSIDE AGENCIES .....	27
60. PAYMENT FOR ABSENCES .....	27
61. INSPECTION AND AUDIT .....	28
62. RATE SCHEDULE .....	29
63. DEBARMENT CERTIFICATION .....	29
EXHIBIT A: RATES .....	31

2016-2017

CONTRACT NUMBER:  
W17022

LEA: FOUNTAIN VALLEY SCHOOL DISTRICT

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract is entered into this 1st day of July, 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Professional Tutors of America, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).



If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR

from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision

of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and

positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

#### **10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

#### **14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master

Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. injury  
\$2,000,000 general aggregate  
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance.** To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits  
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option,

the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred



to as “IEE”) and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student’s IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student’s parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related

services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

- 310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.
- 314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

**30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California

Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager.” CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student’s name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student’s behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in

the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

### **36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in



the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

**37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

**39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

**43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

**44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency

service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written

orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service

tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not



in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence. Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior

Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make

such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of July 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

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

LEA,  
Fountain Valley School District  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name and Title of Authorized Representative

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

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCSE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach CA 92649
City State Zip	City State Zip 714-903-7000, ext 4615 CA 714-372-8109
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

**EXHIBIT A: RATES**

**CONTRACTOR** Professional Tutors of America, Inc. **CONTRACTOR NUMBER** W17022 2016-2017  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed	_____								
Total LEA enrollment may not exceed	_____								
	<table border="0"> <tr> <td>Rate</td> <td>Period</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Rate	Period	_____	_____	_____	_____	_____	_____
Rate	Period								
_____	_____								
_____	_____								
_____	_____								
<b>A. <u>Basic Education Program/Special Education Instruction</u></b>									
Basic Education Program/Dual Enrollment									

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	120.00	Hour
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	_____	_____
	b. Language and Speech Therapy – Group of 2	_____	_____
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language Speech Development & Remediation	120.00	Hour
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	_____	_____
	b. Tutoring	70.00	Hour
	c. Educational Therapy	70.00	Hour
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	100.00	Hour
	b. Occupational Therapy – Group of 2	_____	_____
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – In Center Clinic	_____	_____
(8)	Physical Therapy	_____	_____
(9)	a. Physical Therapy – In Center Clinic	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
(10)	Nursing Services	_____	_____
(11)	Psychological Services/Mental Health	_____	_____
(12)	Residential Board and Care	_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.  
 \*\*By credentialed Special Education Teacher.

2016/2017

HBUSD Contract # W17025

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

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

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	OLIVE CREST ACADEMY			
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	2190 N. CANAL STREET			
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	ORANGE, CA 92865			
<b>LEA Case Manager</b>				<b>Phone</b>	714-998-6571		<b>Fax</b>	714-998-6573
				<b>E-Mail</b>				
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>				
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>			<b>Fax</b>	
				<b>E-Mail</b>				
<b>Grade Level</b>	7	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>				
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>	96	<b>Number of Weeks</b>	20	
<b>Address</b>				<b>Education Schedule – Extended School Year</b>				
<b>City, State Zip</b>				<b>Number of Days</b>	20	<b>Number of Weeks</b>	4	
				<b>Contract Begins</b>	07/01/16		<b>Ends</b>	02/14/17
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>				06/30/16

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

<b>SERVICES</b>	<b>PROVIDER</b>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per dy/wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<b>LEA</b>	<b>NPS</b>	<b>NPA</b>	<b>OTHER (Specify)</b>			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>		<b>X</b>			\$ 166.36	PER DIEM	96	20	\$ 19,297.76
<b>B. RELATED SERVICES</b>									
<b>1. Transportation</b>									
<b>a. Paid to NPS/A</b>									
<b>b. Reimburse Parent</b>									
<b>2. Counseling</b>									
<b>a. Group</b>		<b>X</b>			INCLUSIVE	1x30min/wk	20	4	0.00
<b>b. Individual</b>		<b>X</b>			INCLUSIVE	1x30min/wk	20	4	0.00
<b>c. Family</b>									
<b>3. Adapted P.E.</b>									
<b>4. Speech/Language</b>									
<b>a. Group</b>		<b>X</b>			50.71/30min	2x30min/wk	20	4	\$ 2,434.08
<b>b. Individual</b>									
<b>5. Occupational Therapy</b>									
<b>a. Therapy</b>									
<b>b. Consultation</b>									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>		<b>\$ 21,731.84</b>	

**ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$** \$ 2,434.08

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$** \$ 21,731.84

Other Provisions/Attachments:

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

**APPROVED BY THE GOVERNING BOARD ON:** 06/30/16

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

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

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



2016/2017

HBUHSD Contract # W17042

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

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

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	OLIVE CREST ACADEMY			
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	2190 N. CANAL STREET			
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	ORANGE, CA 92865			
<b>LEA Case Manager</b>				<b>Phone</b>	714-998-6571		<b>Fax</b>	714-998-6573
				<b>E-Mail</b>				
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>				
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>			<b>Fax</b>	
				<b>E-Mail</b>				
<b>Grade Level</b>	5	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>				
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>	180	<b>Number of Weeks</b>	38	
<b>Address</b>				<b>Education Schedule – Extended School Year</b>				
<b>City, State Zip</b>				<b>Number of Days</b>	29	<b>Number of Weeks</b>	6	
				<b>Contract Begins</b>	07/01/16		<b>Ends</b>	06/30/17
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>				06/30/16

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

<b>SERVICES</b>	<b>PROVIDER</b>				<b>Cost and Duration of Session</b>	<b>Number of Sessions per dy/wk/mo/yr</b>	<b>Maximum Number of Sessions</b>		<b>Estimated Maximum Total Cost for Contracted Period</b>
	<b>LEA</b>	<b>NPS</b>	<b>NPA</b>	<b>OTHER (Specify)</b>			<b>Reg School Year</b>	<b>ESY</b>	
<b>A. BASIC EDUCATION</b>		<b>X</b>			\$ 166.36	PER DIEM	180	29	\$ 34,769.24
<b>B. RELATED SERVICES</b>									
<b>1. Transportation</b>									
a. Paid to NPS/A		<b>X</b>			\$ 53.80	PER DIEM	180	29	\$ 11,244.20
b. Reimburse Parent									
<b>2. Counseling</b>									
a. Group		<b>X</b>			INCLUSIVE	1x30min/wk			0.00
b. Individual		<b>X</b>			INCLUSIVE	1x30min/wk			0.00
c. Family									
<b>3. Adapted P.E.</b>									
<b>4. Speech/Language</b>									
a. Group		<b>X</b>			50.71/30min	2x30min/wk	29	6	\$ 3,549.70
b. Individual									
<b>5. Occupational Therapy</b>									
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>		<b>\$ 49,563.14</b>	

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 14,793.90

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 49,563.14

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 06/30/16

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

-CONTRACTOR-

-LEA-

OLIVE CREST ACADEMY  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

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

2016/2017

HBUHSD Contract # W17028

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

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

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	SPEECH AND LANGUAGE DEVELOPMENT CENTER		
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	8699 HOLDER		
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	BUENA PARK, CA 90620		
<b>LEA Case Manager</b>				<b>Phone</b>	714-821-3620	<b>Fax</b>	714-821-5683
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	DAWN O'CONNOR, EXECUTIVE DIRECTOR		
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>	714-821-3620	<b>Fax</b>	714-821-5683
				<b>E-Mail</b>			
<b>Grade Level</b>	7	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>			
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>	89	<b>Number of Weeks</b>	20
<b>Address</b>				<b>Education Schedule – Extended School Year</b>			
<b>City, State Zip</b>				<b>Number of Days</b>	13	<b>Number of Weeks</b>	3
				<b>Contract Begins</b>	07/01/16	<b>Ends</b>	01-25-17
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>			06/30/16

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

<u>SERVICES</u>	<u>PROVIDER</u>				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	<u>LEA</u>	<u>NPS</u>	<u>NPA</u>	<u>OTHER</u> (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 155.00	Per Diem	89	13	\$ 15,810.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.		X			99.00/hr	30min/wk	20	3	\$ 2,277.00
4. Speech/Language									
a. Group									
b. Individual		X			99.00/hr	30min/mo	6	1	\$ 2,772.00
5. Occupational Therapy		X			99.00/hr	30min/wk	20	3	\$ 1,138.50
a. Therapy									
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Tutoring									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>		<b>\$ 21,997.50</b>	

**ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$** \$ 6,187.50

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$** \$ 21,997.50

Other Provisions/Attachments:

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

**APPROVED BY THE GOVERNING BOARD ON:** 06/30/16

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

-CONTRACTOR-

-LEA-

SPEECH AND LANGUAGE DEVELOPMENT CENTER  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature)      (Date)

\_\_\_\_\_  
(Signature)      (Date)

\_\_\_\_\_  
(Name and Title)

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

2016/2017

HBUHSD Contract # W17030

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

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

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	BEHAVIOR SOLUTIONS, INC.		
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	2579 VIA LOMAS, #190		
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	LAGUNA HILLS, CA 92653		
<b>LEA Case Manager</b>				<b>Phone</b>	949-460-6184	<b>Fax</b>	949-448-8393
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	KAREN MILLER		
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>	949-460-6184	<b>Fax</b>	949-448-8393
				<b>E-Mail</b>			
<b>Grade Level</b>	7	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>			
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>				<b>Education Schedule – Extended School Year</b>			
<b>City, State Zip</b>				<b>Number of Days</b>		<b>Number of Weeks</b>	
				<b>Contract Begins</b>	07/01/16	<b>Ends</b>	01-25-17
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>			06/30/16

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

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

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA									
a. Consult									
b. Direct									
c. Supervision				X	250/180 mins	2/yr	2		500
d. Assessment									
8. One-to-One Aide									
9. Tutoring									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>		<b>\$ 500.00</b>	

**ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$** \$ 500.00

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

Other Provisions/Attachments:

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

**APPROVED BY THE GOVERNING BOARD ON:** 06/30/16

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

-CONTRACTOR-

-LEA-

BEHAVIOR SOLUTIONS, INC.  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

\_\_\_\_\_  
(Contracting Officer's Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

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

2016/2017

HBUHSD Contract # W17021

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

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

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	CORNERSTONE THERAPIES		
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	18700 BEACH BLVD., SUITE 120		
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	HUNTINGTON BEACH, CA 92648		
<b>LEA Case Manager</b>				<b>Phone</b>	714-962-6760	<b>Fax</b>	714-962-5161
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	JILL BOOCOCK, BILLING ADMINISTRATOR		
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>	714-962-6760	<b>Fax</b>	714-962-5161
				<b>E-Mail</b>			
<b>Grade Level</b>	5	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>			
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>				<b>Education Schedule – Extended School Year</b>			
<b>City, State Zip</b>				<b>Number of Days</b>		<b>Number of Weeks</b>	
				<b>Contract Begins</b>	07/01/16	<b>Ends</b>	03/03/17
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>			06/30/16

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

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

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy - Individual 07-01-16 to 12-31-16			X		102.08/hr	1x60min/w	23		2,347.84
b. Therapy - Group 07-01-16 to 03-03-17			X		102.08/hr	1x60min/w	32		3,266.56
b. Consultation									
7. ABA									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>		<b>\$ 5,614.40</b>	

**ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$** \$ 5,614.40

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$** \$ 5,614.40

Other Provisions/Attachments:

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

**APPROVED BY THE GOVERNING BOARD ON:** 06/30/16

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

-CONTRACTOR-

-LEA-

CORNERSTONE THERAPIES  
 (Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
 (Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

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



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this **30<sup>rd</sup>** day of **June, 2016**, 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 Educational Evaluation - Speech and Language Evaluation for student;**

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2. The Independent Contractor will commence providing services under this AGREEMENT on **July 1, 2016** and will diligently perform as required and complete performance by **June 30, 2017**. 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 \$800.00 See Appendix A, IEE guidelines** for services pursuant to this AGREEMENT.

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

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

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

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



## WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

### INDEPENDENT EDUCATIONAL EVALUATIONS Definitions and Procedures APPENDIX A

“*Independent Educational Evaluation (IEE)*” means an evaluation conducted by a qualified examiner who is not employed by the District.

“*Public Expense*” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

#### PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCE IEE Definitions and Procedures, IEE Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent’s time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District’s assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend

its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

#### PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

**It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.**

#### IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

#### IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

## RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

## COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

## GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

## PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

## SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.

**WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

**INDEPENDENT EDUCATIONAL EVALUATIONS**

**Criteria APPENDIX B**

**1.**

**IEE COMPONENTS:**

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

2. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
3. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
4. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
5. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
6. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

**COST LIMITATIONS:**

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

**GEOGRAPHIC LIMITATIONS:**

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

## MINIMUM QUALIFICATIONS FOR EVALUATORS:

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test-Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System-Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®—Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADs-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker



<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis–Kaplan Executive Function System (D–KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS–2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS–2), Test of Gross Motor Development, Second Edition (TGMD–2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	<p>Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children’s Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale &amp; Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)</p>	<p>Credentialed or Licensed Speech/Language Pathologist</p>
Visual Processing	<p>Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test</p>	<p>School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist</p>
Visual-Motor Integration	<p>Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)</p>	<p>School Psychologist, Licensed Educational Psychologist</p>
Vocational	<p>Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey</p>	<p>Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist</p>

2016/2017

HBUSD Contract # W17023

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

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

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	PROFESSIONAL TUTORS OF AMERICA, INC.		
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	3350 E. BIRCH STREET, SUITE 108		
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	BREA, CA 92821		
<b>LEA Case Manager</b>				<b>Phone</b>	714-784-3432	<b>Fax</b>	
				<b>E-Mail</b>			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>			
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>		<b>Fax</b>	
				<b>E-Mail</b>			
<b>Grade Level</b>	3	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>			
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>	/	<b>Number of Days</b>		<b>Number of Weeks</b>	
<b>Address</b>				<b>Education Schedule – Extended School Year</b>			
<b>City, State Zip</b>				<b>Number of Days</b>		<b>Number of Weeks</b>	
				<b>Contract Begins</b>	07/01/16	<b>Ends</b>	07-31-16
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>			06/30/16

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

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

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy							4		
b. Consultation									
7. ABA									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide									
9. Tutoring			X		50.00/hr	NTE 59 hrs			2,950.00
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
						<b>A + B TOTAL COST</b>		<b>\$ 2,950.00</b>	

**ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$** \$ 2,950.00

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$** \$ 2,950.00

Other Provisions/Attachments:

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

**APPROVED BY THE GOVERNING BOARD ON:** 06/30/16

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

-CONTRACTOR-

-LEA-

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

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

(Contracting Officer's Signature)      (Date)

(Signature)      (Date)

(Name and Title)

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

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this **30<sup>th</sup>** day of **June, 2016**, by and between **Creative Behavior Interventions** 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 Educational Evaluation - Functional Behavioral Analysis for student;**

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2. The Independent Contractor will commence providing services under this AGREEMENT on **July 1, 2016** and will diligently perform as required and complete performance by **June 30, 2017**. The Independent Contractor will perform said services as an independent calling and not as an employee of the DISTRICT. Independent Contractor shall be under the control of the DISTRICT as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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

4. The DISTRICT shall pay the Independent Contract **A total not to exceed \$2,800.00 See Appendix A, IEE guidelines** for services pursuant to this AGREEMENT.

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

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

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

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

**INDEPENDENT CONTRACTOR AGREEMENT**

Page Two

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

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

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

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

**INDEPENDENT CONTRACTOR**

**Fountain Valley  
SCHOOL DISTRICT**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Creative Behavior Interventions**  
Printed Name

Dr. Mark Johnson, Superintendent  
10055 Slater Avenue  
Fountain Valley, CA 92708

**3002 Dow Ave. #122**  
Address

**Tustin, Ca 92780**  
City, State, Zip

**90-0583742**  
Federal ID for business/Social Security No. for individuals

## WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

### INDEPENDENT EDUCATIONAL EVALUATIONS Definitions and Procedures APPENDIX A

“*Independent Educational Evaluation (IEE)*” means an evaluation conducted by a qualified examiner who is not employed by the District.

“*Public Expense*” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

#### PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCE IEE Definitions and Procedures, IEE Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent’s time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District’s assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend



its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

#### PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

**It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.**

#### IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

#### IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

## RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

## COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

## GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

## PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

## SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.

**WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

**INDEPENDENT EDUCATIONAL EVALUATIONS**

**Criteria APPENDIX B**

**1.**

**IEE COMPONENTS:**

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

2. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
3. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
4. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
5. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
6. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

**COST LIMITATIONS:**

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

**GEOGRAPHIC LIMITATIONS:**

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

## MINIMUM QUALIFICATIONS FOR EVALUATORS:

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test-Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System-Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®—Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADs-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis–Kaplan Executive Function System (D–KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS–2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS–2), Test of Gross Motor Development, Second Edition (TGMD–2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<b><u>Type of Assessment</u></b>	<b><u>Examples of Tests or Tools</u></b>	<b><u>Qualified Assessor(s)</u></b>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children’s Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale & Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Credentialed or Licensed Speech/Language Pathologist
Visual Processing	Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test	School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist
Visual-Motor Integration	Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)	School Psychologist, Licensed Educational Psychologist
Vocational	Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey	Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist