



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

AGENDA

Board Room
10055 Slater Avenue
Fountain Valley, CA

August 11, 2016

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

M ___
 2nd ___
 V ___

BOARD WORKSHOPS

1. WORKSHOP TO REVIEW DISTRICT PRIORITY 5

The Board of Trustees will participate in a workshop to review and discuss District Priority 5: Modernize Schools to Provide a Safe and Productive Learning Environment.

- 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.

Our mission is to promote a foundation for academic excellence, mastery of basic skills, responsible citizenship, and a desire by students to achieve their highest potential through a partnership with home and community.

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

PUBLIC HEARINGS

2. CAPITAL FACILITIES FUND/DEVELOPER FEES

A public hearing shall be held for the purpose of receiving public comment on the Capital Facilities Account/Developer Fees. Public input is welcomed.

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

- | | |
|---|---------------------------------------|
| 3. ADOPT RESOLUTION NO. 2017-08 OF THE BOARD OF TRUSTEES ORDERING A SCHOOL BOND ELECTION ON NOVEMBER 8, 2016 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH | M ___ 2 nd ___ V ___ |
|---|---------------------------------------|

In order to call a bond election for November 8, 2016, the Board is required to adopt a resolution containing certain required terms, as well as a ballot measure question, the Full Ballot Text and bond project list, and a Tax Rate Statement. These documents must be delivered to the County Registrar of Voters by no later than August 12, 2016.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2017-08 of The Board of Trustees of The Fountain Valley School

District Ordering A School Bond Election For November 8, 2016, And Authorizing Necessary Actions In Connection Therewith.

- 4. **ADOPT RESOLUTION 2017-09 AUTHORIZING THE FORMATION OF A SURPLUS PROPERTY ADVISORY COMMITTEE PURSUANT TO EDUCATION CODE SECTION 17388 ET SEQ.** M ___
2nd ___
V ___

In order for the District to dispose of real property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park (the "Property"), the District's governing board is required to form an advisory committee pursuant to Education Code section 17388 *et seq.* The purpose of this committee is to advise the District's governing board in the development of district-wide policies and procedures governing the use or disposition of school buildings or space in school buildings which is not needed for school purposes.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopts Resolution 2017-09 entitled Resolution 2017-09 Of The Board Of Education Of The Fountain Valley School District Establishing A Real Property Advisory Committee Pursuant To California Education Code Section 17387 *Et Seq.*

- 5. **CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS** M ___
2nd ___
V ___

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

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

Routine Items of Business

- 5-A. Board Meeting Minutes from July 28th regular meeting
- 5-B. Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 5-C. Warrants
- 5-D. Purchase Order Listing

Consent Items

- 5-E. **MANDATE BLOCK GRANT**

Superintendent's Comments: It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2016-17 fiscal year and authorize the Superintendent or his designee to sign all documents.

- 5-F. **APPROVAL OF LEASE ADENDUMS FOR MODULAR CLASSROOMS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases through June 30, 2017 and authorizes the Superintendent or his designee to sign all documents.

5-G. CAPITAL FACILITIES FUND DEVELOPER FEES

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

5-H. APPROVE RFP-10 CHANGE ORDER TO PARAGON SYSTEMS IN THE AMOUNT OF \$43,555.16

Superintendent's Comments: It is recommended that the Board of Trustees approves RFP-10 change order to Paragon Systems in the amount of \$43,555.16.

5-I. APPROVE DISTRICT USE OF THE 2016 CMAS CONTRACT AND ANY EXTENSIONS TO PURCHASE VEHICLES AND LARGE EQUIPMENT TO MEET THE NEEDS OF THE DISTRICT

Superintendent's Comments: It is recommended that the Board of Trustees approves District use of the 2016 CMAS contract and any extensions to purchase vehicles and large equipment to meet the needs of the District.

5-J. APPROVE THE CONTRACT WITH QUALITYBIDDERS TO PROVIDE PRE-QUALIFICATION SERVICES AND ADOPT THEIR PROCESS AND PROCEDURE FOR PRE-QUALIFYING CONTRACTORS IN COMPLIANCE WITH AB1565 AND DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) STANDARDS

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with QualityBidders to provide pre-qualification services and adopts their process and procedure for pre-qualifying contractors in compliance with AB1565 and Department of Industrial Relations (DIR) standards.

5-K. REVISED BOARD POLICY 5145.3 NONDISCRIMINATION/HARASSMENT (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that revisions to Board Policy 5145.3 Nondiscrimination/ Harassment be approved for second reading and adoption by the Board of Trustees with changes as necessary.

5-L. SPECIAL EDUCATION SETTLEMENT AGREEMENT 1

Superintendent's Comments: It is recommended that the Board of Trustees approves the settlement agreement as described in the attached memo.

5-M. SPECIAL EDUCATION SETTLEMENT AGREEMENT 2

Superintendent's Comments: It is recommended that the Board of Trustees approves the settlement agreement as described in the attached memo.

5-N. SPECIAL EDUCATION SETTLEMENT AGREEMENT AMENDMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the Special Education Settlement Agreement Amendment covering item number 22, Tolling Agreement.

5-O. NON-PUBLIC AGENCY CONTRACTS

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

| Non-Public School/Agency | 100% Contract Cost | Effective Dates |
|------------------------------------|--------------------|--------------------|
| Olive Crest Academy | \$26,633.18 | 7/1/2016-6/30/2017 |
| Behavior Solutions, Inc. | \$0.00 | 7/1/2016-6/30/2017 |
| Speech Language Development Center | \$19,548.50 | 7/1/2016-6/30/2017 |
| Speech Language Development Center | N/A | 7/1/2016-6/30/2017 |

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, September 8, 2016 at 7:00pm.

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

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.

Board meeting of August 11, 2016



Fountain Valley School District
SUPERINTENDENT'S OFFICE
M E M O R A N D U M

TO: Board of Trustees
FROM: Mark Johnson, Ed.D., Superintendent
SUBJECT: Workshop to Review District Priority 5
DATE: August 5, 2016

Background:

The Board of Trustees will participate in a workshop to review and discuss District Priority 5: Modernize Schools to Provide a Safe and Productive Learning Environment.

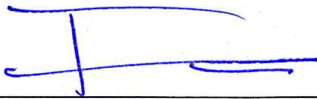
5. Modernize Schools to Provide a Safe and Productive Learning Environment.

- 5.1 Continue ongoing analysis of district facilities in order to establish short and long-term needs.
- 5.2 ~~Work with Facilities Committee to develop a plan and make recommendations for future facilities projects at school sites.~~ **Begin to implement the prioritized recommendations from the Facilities Master Plan, including but not limited to airflow in classrooms and facility infrastructure upgrades.**
- 5.3 Continue to improve the technology infrastructure to increase access for students and staff.
- 5.4 Explore options for funding current and future modernization and maintenance needs of district schools.

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, August 11, 2016 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees.

FOUNTAIN VALLEY SCHOOL DISTRICT



Isidro Guerra, Director , Fiscal Services



Fountain Valley School District
BUSINESS SERVICES DIVISION
M E M O R A N D U M

TO: Board of Trustees
FROM: Christine Fullerton - Assistant Superintendent, Business
SUBJECT: **ADOPT RESOLUTION NO. 2017-08 OF THE BOARD OF TRUSTEES ORDERING A SCHOOL BOND ELECTION ON NOVEMBER 8, 2016 AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH**
DATE: August 5, 2016

Background:

The District has spent the last 17 months evaluating its facilities and developing a Facilities Master Plan (FMP) to address the identified needs. During the Master Planning process the District took input from over 200 parents, teachers, community members and staff. District schools were built over 40 years ago and basic infrastructure such as roofs, plumbing and electrical are in need of upgrade. Most District classrooms lack air conditioning and can reach temperatures of 85 to 100 degrees, creating uncomfortable and unproductive learning environments.

Once the FMP was drafted the District convened a School Facilities Engagement Committee (SFEC), comprised of over 60 key community stakeholders, to learn about the District's facilities, to review the Facility Master Plan and the \$280 million dollar estimated cost of implementing all of the District's current facility needs, to review sources of available funding to meet those needs, and to recommend next steps for how to prioritize and complete the identified facilities repairs and improvements. The SFEC Committee developed a set of consensus recommendations, which included a recommendation that the District pursue a general obligation bond measure to fund the most urgently needed educational infrastructure and facilities improvements contained in the Facility Master Plan, including, but not limited to, the following:

- Classroom environment improvements focusing on air quality, climate and windows reflecting efficient energy management;
- Heating, ventilation, air conditioning (HVAC) systems, including basic infrastructure upgrades to support them; and
- Program spaces and 21st century learning environment upgrades.

A bond measure will benefit local schools and no funds can be taken away by the State or other school districts, and by law, no money can be used for administrator salaries or pensions. A bond measure also requires strict fiscal accountability protections, including

mandatory annual audits and an independent citizens' oversight committee comprised of local residents to ensure funds are managed appropriately and spent only on projects identified in the bond project list.

The fund generated with a general obligation bond will allow the District to complete projects at each of the ten school sites, creating facilities which support the high quality education provided students in the Fountain Valley School District

The proposed Resolution includes all required components for a ballot measure, including a ballot measure question, a bond project list that reflects District needs as well as the priorities of our local community, a statement of the accountability features required by law, and an estimated tax rate that is within the limits of the Education Code.

Fiscal Impact:

If approved, the General Obligations bonds are projected to produce \$63 million in revenue to be used for District facilities projects.

Recommendation:

It is recommended that the Board of Trustees adopts RESOLUTION 2017-08 OF THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION FOR NOVEMBER 8, 2016, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

RESOLUTION #2017-08

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FOUNTAIN VALLEY SCHOOL DISTRICT ORDERING A SCHOOL BOND ELECTION FOR NOVEMBER 8, 2016, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees ("Board") of the Fountain Valley School District ("District"), situated within the County of Orange ("County"), is committed to providing a rigorous and high quality education for all students in the District; and

WHEREAS, District schools are consistently among the highest-performing in Orange County and California, which protects local home values and keeps our community a strong and desirable place to live; and

WHEREAS, all District schools were built over 40 years ago, and the District has determined that repairs and improvements to fix aging, deteriorating and inefficient classroom, library, lab and school site infrastructure, including but not limited to roofs, site utilities, technology infrastructure, interior walls, doors, flooring, paint and access are needed to keep our schools well-maintained and ensure they can continue serving our community well for decades to come; and

WHEREAS, most classrooms lack air conditioning, resulting in uncomfortable temperatures that can reach 85 to 100 degrees; and

WHEREAS, providing spaces through new construction, replacement of aging portable classrooms, or reconfiguration of existing space, is needed to support high quality instruction in science, technology, engineering, arts, and mathematics (STEAM), enabling local students to access the education, technology and skills training they need to succeed in high school, college and careers and compete in a global economy; and

WHEREAS, the District has prepared a Facility Master Plan with input from over 200 parents, teachers, staff, principals and members of the community to identify the upgrades needed at each school site in order to improve safety and ensure our schools support 21st-century education; and

WHEREAS, the District convened a School Facilities Engagement ("SFEC") Committee comprised of over 60 key community stakeholders to learn about the District's facilities, to review the Facility Master Plan and the \$280 million dollar estimated cost of implementing all of the District's current facility needs, to review sources of available funding to meet those needs, and to recommend next steps for how to prioritize and complete the identified facilities repairs and improvements; and

WHEREAS, the SFEC Committee developed a set of consensus recommendations, which included a recommendation that the District pursue a general obligation bond measure to fund the most urgently needed educational infrastructure and facilities improvements contained in the Facility Master Plan, including, without limitation, the following:

- Classroom environment improvements focusing on air quality, climate and windows reflecting efficient energy management;
- Heating, ventilation, air conditioning (HVAC) systems, including basic infrastructure upgrades to support them; and
- Program spaces and 21st century learning environment upgrades; and

WHEREAS, a bond measure will benefit local schools and no funds can be taken away by the State or other school districts, and by law, no money can be used for administrator salaries or pensions; and

WHEREAS, a bond measure requires strict fiscal accountability protections, including mandatory annual audits and an independent citizens' oversight committee comprised of local residents to ensure funds are managed appropriately and spent only on projects identified in the bond project list; and

WHEREAS, the Board is authorized to order elections within the District and to designate the specifications thereof, pursuant to sections 5304 and 5322 of the California Education Code ("Education Code"); and

WHEREAS, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to section 15100 *et seq.* of the Education Code; and

WHEREAS, pursuant to section 18 of Article XVI and section 1 of Article XIII A of the California Constitution, and section 15266 of the Education Code, school districts may seek approval of general obligation bonds and levy an *ad valorem* tax to repay those bonds upon a 55% vote of those voting on a proposition for that purpose, provided certain accountability measures are included in the proposition; and

WHEREAS, the Board deems it necessary and advisable to submit such a bond proposition to the electors to be approved by fifty-five percent (55%) of the votes cast to address the needs of aging classrooms and facilities; and

WHEREAS, such a bond election must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election, as required by section 15266 of the Education Code, and on November 8, 2016, an election is scheduled to occur throughout the District; and

WHEREAS, pursuant to section 15270 of the Education Code, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed \$30 per year per \$100,000 of assessed valuation of taxable property when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution; and

WHEREAS, section 9400 *et seq.* of the California Elections Code requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, in the judgment of the Board, it is advisable to request that the Orange County Registrar of Voters (the "County Registrar") act as the election official and call an election and submit to the registered voters of the District the full ballot proposition as detailed below; and

WHEREAS, the Board desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election.

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Fountain Valley School District as follows:

Section 1. Specifications of Election Order. Pursuant to sections 5304, 5322, 15100 *et seq.*, and section 15266 of the Education Code, an election shall be held within the District on November 8, 2016, for the purpose of submitting to the registered voters of the District the full ballot proposition contained in **Exhibit B** ("Full Ballot Text").

Section 2. Abbreviation of Proposition. Pursuant to section 13247 of the California Elections Code and section 15122 of the Education Code, the Board hereby directs the County Registrars to use the abbreviation of the Full Ballot Text that is attached hereto as **Exhibit A**.

Section 3. Voter Pamphlet. The County Registrar is hereby requested to reprint the Full Ballot Text in its entirety in the voter information pamphlet to be distributed to voters pursuant to section 13300 *et seq.* of the Elections Code. In the event the Full Ballot Text cannot be printed in the voter information pamphlet in its entirety, the County Registrar is hereby requested to print, immediately below the impartial analysis of the bond proposition, in no less than 10-point boldface type, a legend substantially as follows:

"The above statement is an impartial analysis of Measure _____. If you desire a copy of the measure, please call the Orange County Registrar of Voters at _____ and a copy will be mailed at no cost to you."

Section 4. Accountability Measures. Pursuant to legal requirements, and as specified in the Full Ballot Text, the Board certifies that the District:

- (a) Has evaluated the facilities needs of the District and has evaluated safety, class size reduction and information technology needs in developing the Bond Project List contained in the Full Ballot Text;
- (b) Will establish an independent citizens' oversight committee to ensure that bond proceeds are expended only for the school facilities projects described in the Bond Project List, in accordance with Education Code section 15278 *et seq.*;
- (c) Will conduct or cause to be conducted an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List;
- (d) Will conduct or cause to be conducted an annual independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects described in the Bond Project List; and
- (e) Shall take all actions to establish an account in which proceeds of the sale of the bonds will be deposited, and to cause a report to be filed with the Board no later than January 1 of each year, identifying proceeds received and expended in that year and the status of any project funded or to be funded with bond proceeds, commencing as of the first January after which bond proceeds have been issued.

Section 5. Orange County Taxpayer Association Criteria. In its capacity as stewards of public funds, the Board will develop and implement a fiscally responsible, accountable and transparent bond program, conducted in accordance with the following principles and actions:

- (a) There is a clear need to build and modernize facilities, as documented by the Facilities Master Plan.
- (b) The Bond Project List describes specifically how bond funds will be spent. The District has sought extensive community input in developing the Bond Project List and shall continue to seek input as projects are implemented.
- (c) The projects to be funded are capital facilities. The District shall not spend bond money on routine annual maintenance, operations, or teacher and administrator salaries and benefits.
- (d) The facilities will have useful lives at least as long as the term of the bonds, currently expected to be 25 years, so that future property taxpayers will realize benefit from their taxes. Bond funds will not be used to pay for computers and computing devices, vehicles, audio-visual aids, or other devices that will become obsolete while the bond debt is outstanding.
- (e) Bonds will be issued incrementally, in multiple series, in response to the District's needs and prevailing interest rates, rather than all at once.
- (f) The bond's interest rates will be no higher than the market rates for municipal bonds.
- (g) A sinking fund, equivalent to 2%-4% of the value of the bonds issued, will be set aside from the General Fund into an interest-earning account for future construction and deferred maintenance and other major repair needs; specifically, the District will set aside approximately \$1.2 million over the 5 year bond issuance plan.
- (h) The District will budget at least 2 percent of its operating budget towards the routine annual maintenance of facilities;
- (i) The District will maintain a level of reserve equal to at least 2 percent of General Fund expenditures for economic uncertainties, such reserves to be funded by general fund dollars and not bond funds;
- (j) The District will have an annual outside, independent audit of bond proceeds and expenditures;
- (k) The Board will appoint a citizens' oversight committee, composed of local community members, who shall verify that bond proceeds are spent in accordance with the District's bond project list. No employee, official, vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.
- (l) Projects to be funded will be eligible for State of California matching funds, if available.
- (m) The District does not plan to build and maintain its bond-financed facilities under a Project Labor Agreement.

Section 6. Required Vote. Pursuant to section 18 of Article XVI and section 1 of Article XIII A of the State Constitution, the above proposition shall become effective upon

the affirmative vote of at least fifty-five percent (55%) of those voters voting on the proposition.

Section 7. Request to County Officers to Conduct Election. The County Registrar is hereby requested, pursuant to section 5322 of the California Education Code, to take all steps to call and hold the election in accordance with law and these specifications.

Section 8. Consolidation of Election and Canvass of Vote.

(a) Pursuant to section 10403 and 10418 of the Elections Code, the election shall be consolidated with the election on November 8, 2016.

(b) The Board of Supervisors of the County is authorized and requested to canvass the returns of the election, as necessary, pursuant to section 10411 of the Elections Code.

Section 9. Delivery of Order of Election to County Officers. The Clerk of the Board is hereby directed to deliver or cause to be delivered, no later than August 12, 2016, (which date is 88 days prior to the date set for the election), one copy of this Resolution to the County Registrar with the completed Tax Rate Statement (in substantially the form attached hereto as **Exhibit C**), completed and signed by the Superintendent ("Superintendent"), and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of the County.

Section 10. Ballot Arguments. The members of the Board are hereby authorized, but not directed, to prepare and file with the County Registrar a ballot argument in favor of the proposition contained in Section 1 hereof, within the time established by the County Registrar.

Section 11. Intention to Reimburse. The District may incur costs associated with bond-funded projects described in **Exhibit B** hereto prior to the issuance of bonds. For purposes of establishing compliance with the requirements of Section 1.150-2 of the regulations of the U.S. Treasury Department, the Board hereby declares its official intent to use proceeds of the bond to reimburse itself for lawful expenditures on capital projects described on the Bond Project List, up to a maximum principal amount of \$63,000,000.

Section 12. Further Authorization. The members of this Board, the Superintendent, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including modification of the Full Ballot Text, the ballot measure summary or Tax Rate Statement if he or she determines such modifications are necessary and in the District's best interests. Any such modifications shall be ratified thereafter by the Board.

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Section 13. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this day, August 11, 2016 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

Jeanne Galindo, Board President
Fountain Valley School District

Attest:

Lisa Schultz, Board Clerk
Fountain Valley School District

EXHIBIT A

SUMMARY OF BALLOT MEASURE

In order to:

- Repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems;
- Upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science and technology;
- And improve student safety and campus security

shall Fountain Valley School District issue \$63 million in bonds at rates within legal limits, with independent citizen oversight, no money for administrators, and all money staying local?

Bonds – Yes _____

Bonds – No _____

EXHIBIT B

FOUNTAIN VALLEY SCHOOL DISTRICT BOND PROPOSITION FULL BALLOT TEXT

By approval of this proposition by at least 55% of the registered voters voting thereon, the Fountain Valley School District ("FVSD") shall be authorized to issue and sell bonds of up to \$63 million in aggregate principal amount to provide financing for the specific school facilities projects listed below in the Bond Project List, subject to all of the accountability safeguards specified herein.

KEY FINDINGS

- FVSD provides a rigorous and high quality education for our students, consistently performing among the top school districts in Orange County and California; and
- Because great schools increase home values, with eight out of ten FVSD schools receiving the California Gold Ribbon Schools Award in the last two years, FVSD schools keep our community a strong and desirable place to live; and
- Despite strong student achievement, all of our schools were built more than 40 years ago and need basic repairs to protect student safety and provide a rigorous and high-quality education so that our schools can serve our community for decades to come; and
- Repairs and improvements to fix aging, deteriorating and inefficient classroom, library, lab and school site infrastructure, including but not limited to roofs, site utilities, technology infrastructure, interior walls, doors, flooring, paint and access are needed to keep our schools well-maintained; and
- Most classrooms lack air conditioning, resulting in uncomfortable temperatures that can reach 85 to 100 degrees; and
- Providing spaces through new construction, replacement of aging portable classrooms, or reconfiguration of existing space, is needed to support high quality instruction in science, technology, engineering, arts, and mathematics (STEAM), thereby enabling local students to access the education, technology and skills training they need to succeed in high school, college and careers and compete in a global economy; and
- FVSD conducted a comprehensive facility master planning process involving more than 200 participants to thoroughly assess the upgrades local school need to continue providing a top-notch education; and
- FVSD also convened a School Facilities Engagement ("SFEC") Committee comprised of over 60 key community stakeholders to learn about FVSD's facilities, to review the Facility Master Plan and the \$280 million dollar estimated cost of implementing all of FVSD's current facility needs, to review sources of available funding to meet those needs, and to recommend next steps for how to prioritize and complete the identified facilities repairs and improvements; and
- The SFEC Committee developed a set of consensus recommendations, which included a recommendation that FVSD pursue a general obligation bond measure to fund the most urgently needed educational infrastructure and facilities improvements as described further herein; and

- This bond measure will benefit FVSD schools and no funds can be taken away by the State or other school districts, and by law, no money can be used for administrator salaries or pensions; and
- This bond measure requires strict fiscal accountability protections including mandatory annual audits and an independent citizens' oversight committee composed of local residents to ensure funds are managed appropriate and spent on projects listed on the Bond Project List; and
- Specifically, as further described in the Bond Project List, the Board of Trustees desires to:
 - Repair and modernize aging classrooms and school facilities, including repairing deteriorating roofs, plumbing, electrical and air conditioning systems;
 - Upgrade classrooms, science labs, libraries, facilities and technology that support student achievement in reading, math, arts, science and technology; and
 - Improve student safety and campus security.

ACCOUNTABILITY MEASURES

The provisions in this section are included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific facilities needs of the District, all in compliance with the requirements of Article XIII A, section 1(b)(3) of the State Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at section 15264 *et seq.* of the California Education Code).

Evaluation of Needs. The Board of Trustees has evaluated the facilities needs of the District, and determined which projects to finance from a local bond measure at this time. The Board of Trustees hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

Independent Citizens' Oversight Committee. The Board of Trustees shall establish an independent citizens' oversight committee to ensure bond proceeds are expended only for the school facilities projects listed in the Bond Project List. The committee shall be established within 60 days of the date when the Board of Trustees enters the results of the election in its minutes.

Annual Performance Audit. The Board of Trustees shall conduct or cause to be conducted an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects described in the Bond Project List.

Annual Financial Audit. The Board of Trustees shall conduct or cause to be conducted an annual, independent financial audit of the bond proceeds until all of those proceeds have been spent for the school facilities projects described in the Bond Project List.

Annual Report to Board. Upon approval of this measure and the sale of any bonds approved, the Board of Trustees shall take actions necessary to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent shall cause a report to be filed with the Board of Trustees no later than January 1 of each year, commencing January 1, 2017, stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the Superintendent

shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

BOND PROJECT LIST

This Bond Project List, which is an integral part of this proposition, describes the specific projects the District proposes to finance with proceeds of the bonds.

Proceeds from the sale of bonds authorized by this measure shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities on the Bond Project List, including the furnishing and equipping of said school facilities, or the acquisition or lease of real property for said school facilities, and **not** for any other purpose, including teacher and administrator salaries and other school operating expenses.

In order to meet all identified facility needs, the District intends to complete the following projects using a combination of funding sources. Other anticipated sources may include joint-use funds, development impact fees, state funds, and other available funds. The District will pursue state matching funds if and when they become available, and if received, they will be used for and mainly applied to projects on the Bond Project List or other high priority capital outlay expenditures as permitted in Education Code section 17070.63(c). Approval of this measure does not guarantee that all of the proposed projects on the Bond Project List will be funded beyond the bond revenues generated by the measure. The Bond Project List contains some projects that may be dependent on the receipt of state matching funds for completion.

Bond proceeds will be expended to upgrade, repair, expand, modernize, replace, renovate, construct, furnish and equip facilities of the District including the following types of projects at:

Roch Courreges Elementary School – Built 1975
James H. Cox Elementary School – Built 1970
Harry C. Fulton Middle School – Built 1968
Robert Gisler Elementary School - Built 1969
Kazuo Masuda Middle School - Built 1975
William Newland Elementary School - Built 1964
Isojiro Oka Elementary School - Built 1971
Urbain H. Plavan Elementary School - Built 1972
Samuel E. Talbert Middle School - Built 1972
Hisamatsu Tamura Elementary School - Built 1964

A. Top Tier Projects: Classroom Repairs and Upgrades Supporting 21st-Century Education

The Board of Trustees has determined that projects in this category are the highest priority for the use of bond funds and are planned for all school sites as needed:

- Repair or replace aging, deteriorating and inefficient classroom, library, lab and school site infrastructure including but not limited to roofs, site utilities, technology infrastructure, interior walls, doors, flooring, paint, and access.
- Install air conditioning to improve air quality and keep classrooms, libraries, labs and other school facilities from reaching temperatures of 85 to 100 degrees and upgrade windows and insulation to improve emergency efficiency.

- Provide spaces, through new construction, replacement of aging portable classrooms, or reconfiguration of existing space, to support high quality instruction in science, technology, engineering, arts, and mathematics (STEAM).

B. Second Tier Projects: Student Safety and School Security Improvements

Projects in this category are planned for all school sites as needed, pending available funding following the funding of Top Tier Projects.

- Improve student safety through upgrades to security systems, lighting, fire alarms, cameras, communication systems, parking areas, and drop-off and pick-up zones.
- Repair or replace student’s playground equipment, outdoor hardscape and play fields to ensure they meet current health and safety standards and provide outdoor learning areas.

C. Third Tier Projects: Creating Dedicated Space for Science, Art and Music Programs

The Board of Trustees has determined that projects in this category are a lower priority for the use of bond funds and will be completed at school sites pending receipt of potential state matching dollars or remaining available bond funds following the funding of Top Tier and Second Tier Projects.

- Create multi-use rooms at the elementary level to support science, art, music instruction
- Create multi-purpose rooms to allow for large group events, support music & performing arts, indoor physical fitness, indoor student dining

Listed projects, repairs, improvements, rehabilitation projects and upgrades will be completed only as feasible, and the listing of projects does not imply a particular prioritization among such improvements. Listed projects may be completed at any and all District schools, sites and education buildings where such project is determined necessary. Decisions regarding the scope, final size and location, timing, prioritization or other facets of project implementation will be made solely by the Board of Trustees. Where terms such as “renovate,” “upgrade,” and “improve” are used in the Bond Project List, the Board of Trustees shall determine the best method for accomplishing the project’s objective. For any listed project involving renovation or modernization of a building or the major portion of a building, the District may proceed with new replacement construction instead (including any necessary demolition), if the District determines that replacement and new construction is more practical than renovation, considering the building’s age, condition, expected remaining life, comparative cost, and other relevant factors. In addition, where feasible, projects may be completed in partnership with other agencies on a joint use basis using bond proceeds.

Each project is assumed to include its share of costs of bond issuance, architectural, engineering, and similar planning costs, construction management, bond project staff and consultants, staff development and training expenses associated with learning construction techniques and approaches, new bond-funded equipment and systems, and a customary contingency for unforeseen design and construction costs. In addition to the projects listed above, the Bond Project List also includes payment of the costs of preparation of all facilities planning and project implementation studies, feasibility and assessment reviews, master planning, environmental studies, permit and inspection fees, and temporary housing and

relocation costs for dislocated programs or activities caused or necessitated by construction projects.

The final cost of each project will be determined as plans are finalized and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Necessary site preparation/grading/restoration may occur in connection with new construction, modernization, renovation or remodeling, including ingress and egress, removing, replacing or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, leases, licenses, or rights of way to the property.

ADDITIONAL SPECIFICATIONS

No Administrator Salaries. Proceeds from the sale of Bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities on the Bond Project List, including the furnishing and equipping of said school facilities, or the acquisition or lease of real property for said school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Single Purpose. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Section 15100 of the California Education Code, and all the enumerated purposes shall constitute the specific single purpose of the bonds and proceeds of the bonds shall be spent only for such purpose.

Other Terms of the Bonds. The bonds may be issued and sold in several series, and in accordance with a financing plan determined by the Board of Trustees pursuant to requirements of law. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum and with a maximum term not exceeding the statutory maximum, provided that the weighted average maturity of the bonds sold will not exceed one hundred twenty percent (120%) of the average life of the projects being financed or as otherwise provided by federal tax law. Bond funds may be used to reimburse the District for Bond Project list expenditures incurred prior to the election and bond issuance, in accordance with federal tax law.

EXHIBIT C

TAX RATE STATEMENT

An election will be held within the boundaries of Fountain Valley School District ("District") on November 8, 2016 to authorize the sale of up to \$63,000,000 in bonds to finance facilities as described in the proposition. If the bonds are approved, the District expects to sell the bonds in multiple series. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property located within the School District. The following information is provided in compliance with Sections 9400-9404 of the California Elections Code.

1. The best estimate of the tax rate which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$.02995 cents per \$100 (\$29.95 per \$100,000) of assessed valuation in fiscal year 2017-18.
2. The best estimate of the tax rate which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is \$.02999 cents per \$100 (\$29.99 per \$100,000) of assessed valuation in fiscal year 2020-21.
3. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$.03000 cents per \$100 (\$30.00 per \$100,000) of assessed valuation in fiscal year 2041-42.
4. The best estimate of total debt service, including principal and interest, which would be required to be repaid if all the bonds are issued and sold, is approximately \$108,910,103.

Voters should note that the estimated tax rate is based on the ASSESSED VALUE of taxable property in the school district on the official tax rolls of the County of Orange, not on the property's market value, which could be more or less than the assessed value. Taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above, and certain taxpayers may be eligible for a postponement of their property taxes. Property owners should consult their own property tax bills to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The actual tax rates, debt service and the years in which they will apply may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold, market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the School District as determined by the County Assessor of Orange County in the annual assessment and the equalization process.

Mark Johnson, Ed.D, Superintendent
August 11, 2016



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
SUBJECT: **ADOPT RESOLUTION 2017-09 AUTHORIZING THE
FORMATION OF A SURPLUS PROPERTY ADVISORY
COMMITTEE PURSUANT TO EDUCATION CODE SECTION
17388 ET SEQ.**
DATE: August 5, 2016

Background:

In order for the District to dispose of real property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park (the “Property”), the District’s governing board is required to form an advisory committee pursuant to Education Code section 17388 *et seq.* The purpose of this committee is to advise the District’s governing board in the development of district-wide policies and procedures governing the use or disposition of school buildings or space in school buildings which is not needed for school purposes.

Such an advisory committee must consist of not less than seven (7) and not more than eleven (11) members, and must be represented by each of the following: (a) the ethnic, age group, and socioeconomic composition of the district; (b) the business community, such as store owners, managers, or supervisors; (c) landowners or renters, with preference to be given to representatives of neighborhood associations; (d) teachers; (e) administrators; (f) parents of students; and (g) persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to knowledge of the zoning and other land use restriction of the cities or cities and counties in which surplus space and real property is located.

Such an advisory committee must undertake the following duties: (a) review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property; (b) establish a priority list of use of surplus space and real property that will be acceptable to the community; (c) cause to have circulated throughout the attendance area a priority list of surplus space and real property and provide for hearings for community input to the committee on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes pursuant to Education Code section 17458; (d) make a final determination of limits of tolerance of use of space and real property; and (e) forward to

the District's governing board a report recommending uses of surplus space and real property.

The appointment of members to the advisory committee may be delegated to the District's Superintendent and/or a designee of the Superintendent. Once the Superintendent or the designee identifies the members of the advisory committee, he will present the identified committee members to the governing board for ratification.

Fiscal Impact:

There is no fiscal impact of forming the advisory committee.

Recommendation:

It is recommended that the Board of Trustees adopts Resolution 2017-09 entitled
RESOLUTION 2017-09 OF THE BOARD OF EDUCATION OF THE FOUNTAIN
VALLEY SCHOOL DISTRICT ESTABLISHING A REAL PROPERTY ADVISORY
COMMITTEE PURSUANT TO CALIFORNIA EDUCATION CODE SECTION 17387
ET SEQ.

RESOLUTION 2017-09
OF THE BOARD OF EDUCATION OF THE FOUNTAIN VALLEY SCHOOL
DISTRICT ESTABLISHING A REAL PROPERTY ADVISORY
COMMITTEE PURSUANT TO
CALIFORNIA EDUCATION CODE SECTION 17387 *ET SEQ.*

WHEREAS, the Board of Education (the “Board”) of the Fountain Valley School District (the “District”) is responsible for ensuring appropriate asset management of the District’s real property and facilities; and

WHEREAS, the District owns real property located at 265 S. Anita Drive, Orange, California, known generally as the Crossroads Office Park; and

WHEREAS, pursuant to the California Education Code and Government Code there are certain procedural requirements that the District must follow prior to declaring any real property surplus and offering such property for sale or lease; and

WHEREAS, prior to disposing of excess real properties, the District’s governing board is required to form an advisory committee pursuant to Education Code section 17388 *et seq.*, to advise the District’s governing board in the development of district-wide policies and procedures governing the use or disposition of property which is not needed for school purposes; and

WHEREAS, Education Code section 17389 states that an advisory committee must consist of not less than seven (7) and not more than eleven (11) members, and must be represented by each of the following: (a) the ethnic, age group, and socioeconomic composition of the District; (b) the business community, such as store owners, managers, or supervisors; (c) landowners or renters, with preference to be given to representatives of neighborhood associations; (d) teachers; (e) administrators; (f) parents of students; and (g) persons with expertise in environmental impact, legal contracts, building codes, and land use planning, including, but not limited to knowledge of the zoning and other land use restriction of the cities or counties in which surplus space and real property is located; and

WHEREAS, pursuant to Education Code section 17390, an advisory committee must undertake the following duties: (a) review the projected school enrollment and other data as provided by the District to determine the amount of surplus space and real property; (b) establish a priority list of use of surplus space and real property that will be acceptable to the community; (c) cause to have circulated throughout the attendance area a priority list of surplus space and real property and provide for hearings for community input to the committee on acceptable uses of space and real property, including the sale or lease of surplus real property for child care development purposes pursuant to Education Code section 17458; (d) make a final determination of limits of tolerance of use of space and real property; and (e) forward to the District’s governing board a report recommending uses of surplus space and real property; and

WHEREAS, the District desires to appoint an advisory committee pursuant to Education Code section 17388 *et seq.* to assess the Property.

NOW, THEREFORE, THE BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

- Section 1.** That the above recitals are true.
- Section 2.** That the District authorizes the formation of a surplus property advisory committee pursuant to Education Code section 17388 *et seq.* (“Advisory Committee”).
- Section 3.** That the Board delegates to the Superintendent or his designee the authority to select seven to eleven community members to serve on the Advisory Committee, bring the selected members to the Board for ratification, establish the workings of the Advisory Committee, set a schedule and commence the required meetings in accordance with the provisions of Education Code section 17387 *et seq.*, and direct the Advisory Committee to complete its duties as set forth in Education Code section 17390 including the preparation of the report referenced in Section 17390 to be presented to the Board for consideration.
- Section 4.** That the Board will review and ratify the proposed members of the Advisory Committee at a future Board meeting.
- Section 5.** That at future Board meetings, the Superintendent, or his designee, shall report to the Board regarding the Advisory Committee and its completion of the applicable tasks set forth in the Education Code.
- Section 6.** That the delegation of authority approved by this Resolution shall be valid unless later rescinded by the Board.

ADOPTED, SIGNED AND APPROVED this 11th day of August 2016.

President of the Governing Board for
the Fountain Valley School District

I, Lisa Schultz, Clerk of the Board of Fountain Valley School District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 11th day of August 2016, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of
Fountain Valley School District

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

July 28, 2016

MINUTES

President Galindo called the regular meeting of the Board of Trustees to order at 4:00pm.

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 moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mr. Cunneen

Vote: 5-0

BOARD WORKSHOPS

Tim McLarney, from TrueNorth Research Firm, joined the Board for a discussion regarding the results from a recent public opinion survey in which over 400 residents of the Fountain Valley School District participated.

WORKSHOP WITH TIM
MCLARNEY FROM
TRUENORTH
RESEARCH FIRM

Dr. McLarney started out by outlining the purpose the study and the methodology of the study. It had 3 purposes:

1. Determine if a bond measure is feasible
2. Identify how to create a measure consistent with community priorities
3. Gather information needed for communications and outreach

He explained that the survey was conducted from June 22nd to July 7th, 2016. It was a random sample of 498 voters likely to participate in the 2016 election. They used a mixed method

approach comprised of phone and email. The overall margin of error is plus or minus 4.4%.

The issues covered in the survey were:

- Improving quality of education in local public schools
- Maintaining local streets and roads
- Preventing local tax increases
- Repairing and upgrading aging school facilities
- Reducing traffic congestion

The participants in the survey rated these issues as “Extremely Important” or “Very Important.” There were also additional measures that included: Prefer not to answer, Not sure, No and Yes.

The initial ballot test presented the participant with an overview of the measure, asked the participant a series of questions and then ended the survey with this question:

“Shall the Fountain Valley School District issue 63 million dollars in bonds at legal interest rates, with independent citizen oversight, no money for administrators, and all money staying local? If the election were held today, would you vote yes or no on this measure?”

The results of the initial ballot test indicated that 65% of the responses were “Yes” or “Probably Yes.” The interim ballot test indicated 62% at “Yes” or “Probably Yes” and the final ballot test indicated 59% of responses at “Yes” or “Probably Yes.”

The key conclusions from the survey were as follows:

- Is it feasible to move forward with a bond measure? **Yes.**
 - Voters perceive that improving the quality of education is the most important issues facing the community
 - Strong natural support for bond (65%)
 - Popular projects
 - Strong positive arguments
 - All ballot tests are above 55% required for passage of a Prop. 39 bond

Dr. McLarney ended his presentations by listing out several items for the Board to consider.

- A Poll is a snapshot in time, not a crystal ball
- Price tag: important to keep the tax rate in a range that voters view as affordable
- Project List: strongest support for repairing existing

facilities, upgrading classrooms and facilities to support STEM, AC installation.

- November will be a noisy, challenging election environment with overlapping, competing measures.
- Outreach & education are critical so voters understand the need, the plan, accountabilities, and the benefits to their particular communities

The Board then asked Dr. McLarney some questions about the presentation.

Mr. Collins asked about the effect of the “Not Sure” responses. Do they ultimately lead to a Yes or a No? Dr. McLarney stated that, for the purposes of polling, they assume the “Not Sure” responses will be a “No.”

Mr. Collins asked if it is safe to assume that some of the “Not Sure’s” could be “Yes’s.” Dr. McLarney responded by saying, “Yes, it’s very possible, but to be on the safe side, we always assume that the “Not Sure’s” are going to be ‘No’s.’”

President Galindo asked, “The 59% response of “Definitely Yes” and “Probably Yes” came from the Final Ballot Test. Should there be any concern, given the plus or minus 4.4%, that this could bring that 59% down to or below the required 55%?” Dr. McLarney explained that in Orange County, typically the electorates are more conservative. He explained that this pattern is very common. His experience on polling is that the estimate from the final ballot test is very reliable. He stated that he feels comfortable that the responses are above the 55%, but the District need to be thoughtful in the structure of this bond.

Mrs. Schultz asked whether the fact that FVSD hasn’t passed any bonds would be detrimental. Dr. McLarney said that because there is not a history of bonds being passed, it helps.

Mrs. Crandall stated that she appreciated the forthrightness of the results and the fact that TrueNorth treats the “Not Sure” responses as “No’s.”

Mrs. Crandall asked, “Of the 498 participants, how many were phone vs. email?” Dr. McLarney stated that the phone side was about 250.

Mrs. Crandall asked, “Who provided the email list?” Dr. McLarney stated that the voter file contained some emails, and

then TrueNorth matched it against other databases that have names and email addresses to come up with a pool of people.

Mrs. Crandall inquired, “None of the questions on the survey stated that the tax would go for 30 years. Will the duration of the tax ever be stated?” Dr. McLarney said that bonds are different from parcel taxes. In bonds, the duration is not tested as much, however, it is communicated to the participant during the Negative Arguments portion of the survey.

Mr. Cunneen wanted clarification on the Negative Argument that stated “Districts can’t be trusted, money will be mismanaged, won’t build what promised”. Mr. Cunneen expressed concern about the fact that 57% of the participants responded to this argument with “Very Convincing” or “Somewhat Convincing.” He asked if we should be worried about this. Dr. McLarney said that arguments like this strike a chord with voters, but it does not mean that it will take support away from our bond. The reality is, if the voters did not trust the District, we would not have 60% of them saying they would approve the bond.

Mr. Cunneen asked if other city measures would have an effect on our local bond measure. Dr. McLarney said that typically outside measures do not have an effect because most people get ballots based on where they live.

Mr. Collins said, “We’ve had a great response from our school community, but 80% of our overall community don’t have students in our schools. How do we handle that?” Dr. McLarney said that we need to reach out to that empty nest homeowner – they need to hear the FVSD story.

President Galindo commended Dr. McLarney, stating that she appreciated the presentation because it clarified many of her questions and it helped her understand the issues better.

Dr. Johnson thanked Dr. McLarney for the presentation and shared that he appreciated the clarity of the results and the forthrightness of the process. It gives us the opportunity to be greater stewards of this information.

Charles Heath from TBWB, a communications and outreach firm, along with the District’s financial advisor, Lori Raineri from GFS, and Janet Mueller, bond counsel with DWK Law Firm, joined the Board for a discussion regarding the feasibility of

WORKSHOP WITH
CHARLES HEATH,
TBWB, LORI RAINERI,
GOVERNMENT

placing a local facilities bond initiative on the November ballot. Mr. Heath outlined the possible next steps in informing our community of the District's need to upgrade facilities, Ms. Raineri shared updated financials related to the potential initiative, and Ms. Mueller was available to answer any questions related to the legal aspects of a local measure.

Mr. Heath began the presentation by explaining the Bond Planning Process. He described it in a series of five steps:

1. Feasibility Study
2. Build Consensus
3. Build a strong measure
4. Voter ID/Persuasion
5. Get out the vote

He explained the specific items that happen within each of these steps and then combined them with a November 2016 Election timeline.

He reviewed an FVSD Voter Summary broken down by party, age, ethnicity, geography and homeownership.

He went over the steps that need to be taken in the months leading up to the election and then gave the Board the opportunity to ask questions of him or Ms. Mueller.

President Galindo requested clarification regarding staff members not being allowed to use their work hours to advocate for the measure. She asked why they couldn't use work hours to advocate, but information can be passed out during in-services? Mr. Heath stated that sharing information for the purpose of educating is okay – but advocating is not.

Mrs. Schultz noted, with regard this current Bond possibility, the city line between Huntington Beach and Fountain Valley is confusing to people. There are people who live in Huntington Beach, but are a part of our district so they need to be aware of this bond and vote on it. She asked what we are to do about this. She also asked for clarification on the separate advocacy component that is not funded by the district and whether we have to fundraise for that.

Mr. Heath responded by saying that the communication strategy is not phone driven as much as it used to be. Other strategies that are used to get information out are more effective. However, you have to be sure to reach all the age groups and different age

FINANCIAL
STRATEGIES (GFS), AND
JANET MUELLER, DWK
LAW FIRM, TO DISCUSS
THE FEASIBILITY OF A
LOCAL BOND ON THE
NOVEMBER 2016
BALLOT

groups communicate in different ways. He stated that he would not recommend community meetings to get the information out to voters. With regard to fundraising, he stated that the District has to stay within the law and function within those limitations. With regard to the city line issue, part of the messaging will have to communicate that just because you live in Huntington Beach, you may be in the FVSD. It is an educational hurdle that the District will have to overcome.

Mr. Cunneen asked if there were other legal issues that we should be aware of. Mr. Hearth mentioned the OC Taxpayer's Association and the importance of being aware of how the construction program might actually work. He said that there would be a continual dialogue with TBWB during the planning process in order to address issues as they come up.

Mrs. Crandall acknowledged TBWB for their hard work and all the time they spent putting the presentation together.

Ms. Raineri started by reviewing elements from her presentation in June about Bond Basics. She provided a bond market update and reviewed the projected tax levies for a new bond measure.

She explained that a bond tax rate equals debt service, divided by assessed value. She reviewed the historical assessed value and tax rate.

She stated that \$59.3 million nets \$57.9 million for projects and that the survey tested a bond amount of up to \$63 million because FVSD's facilities needs are greater than what a conservative plan can attain.

She reviewed revenue sources for the District and the potential ROI.

Mrs. Crandall asked, "After an approval of a bond, when does the first sale usually take place?" Ms. Raineri said that you need to watch your timing – the assumption is that if we pass in November, the bonds will be issued in May. We could sell the month after the election, but her recommendation is a May issuance and the payment dates would work with the collection dates.

Andreas Chialtas, from Atkinson, Andelson, Loya, Ruud & Romo, joined the Board for a discussion of the possible future disposition of the Crossroads Office Park.

WORKSHOP WITH
ANDREAS CHIALTAS
FROM ATKINSON,

Mr. Chialtas' presentation provided detail on all the things that need to be taken into consideration regarding this property:

1. District goals and expectations/planning
2. Advisory Committees
3. Disposition procedure
4. Use of proceeds – sale proceeds vs. lease revenue
5. Waiver process
6. Disposition trends
7. FVSD's past dispositions
8. Potential timeline for disposition
9. Recommended next steps
 - Board direction to adopt a resolution to convene Advisory Committee
 - Discuss Property with Broker(s)?
 - Authorize an appraisal?

ANDELSON, LOYA,
RUUD & ROMO, TO
DISCUSS THE
CROSSROADS OFFICE
PARK

Dr. Johnson stated that, at this point, the District needs direction from the Board to go work with legal and to possibly draft a resolution to begin an Advisory Committee.

President Galindo opened it up for conversation and stated that she would like to move forward to draft a resolution. All Board Members concurred and provided direction to Dr. Johnson for the District to move forward with the drafting of a resolution to be presented to the Board for consideration at the regular meeting on August 11, 2016.

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 7:15pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Dr. Steve McLaughlin

SPECIAL PRESENTATIONS

Dr. Johnson stated that the intent of this presentation was to organize all of the information regarding facilities in one place to make it easier for all members of the community to access it. The presentation also included links to all of the presentation materials from TrueNorth, LPA and GFS.

PRESENTATION BY DR. MARK JOHNSON, SUPERINTENDENT, MRS. CHRISTINE FULLERTON, ASST SUPT, BUSINESS, AND MS. LORI RAINERI, GOVERNMENT FINANCIAL STRATEGIES, ON THE DISTRICT’S EFFORTS TO UPGRADE AND MODERNIZE ITS FACILITIES

Dr. Johnson did a recap on the entire process, which began in November of 2014.

Mrs. Fullerton provided information on the current FVSD facilities, the modernization that has taken place at those facilities, the development of a Facilities Master Plan, the projected cost summary by school and by scope, stakeholder group prioritization, increased community engagement and fiscal options for funding.

She also recapped Dr. McLarney’s presentation on the Baseline Bond Survey.

Dr. Johnson discussed the key conclusions and considerations from the TrueNorth survey and what is involved in informing the community.

Ms. Raineri discussed bond basics and reviewed each element from her earlier presentation.

Dr. Johnson finished by saying that our district has always seen the value of the process and in including the community, and thus wanted to take this opportunity to communicate the process with the community.

He said that the next step is to get direction from the Board to draft a resolution.

President Galindo thanked the presenters and commended Dr. Johnson and the staff on the tremendous amount of work and constantly keeping the Board informed.

Mrs. Crandall asked, “What is the cost of a bond election and how would we pay for it?” Mrs. Fullerton said that we will do some research and get those figures.

After discussion, the Board provided direction to Dr. Johnson for the District to move forward with the drafting of a resolution which will be presented to the Board for consideration at the regular meeting on August 11, 2016.

BOARD REPORTS AND COMMUNICATIONS

Mr. Cunneen’s activities since the last meeting included:
Attending the Fountain Valley Little League All-Star games and the study session for the Fountain Valley Crossings plan, a joint study session with the City Council and the Planning Commission.

Mrs. Schultz’ activities since the last meeting included:
Attending Summerfest where she volunteered to work at the booth for the FV Schools Foundation.

Mrs. Crandall did not have a report to share this evening.

Mrs. Galindo’s activities since the last meeting included:
Preparing the agenda for tonight’s meeting with Dr. Johnson and preparing the superintendent’s evaluation. She thanked Mrs. Crandall for preparing the meeting agenda in her absence.

Mr. Collins’ activities since the last meeting included:
Attending a Rotary meeting and a FVSF meeting about the October 10th golf tournament. He thanked the Board and the District for all the well wishes while he was recovering.

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Crandall moved to approve that Board Policy 5145.3 Non-Discrimination/Harassment be approved for first reading, with necessary changes as indicated by the board of Trustees. BOARD POLICY 5145.3
NON-
DISCRIMINATION
HARASSMENT (FIRST
READING)

Second: Mr. Collins

Vote: 5-0

Motion: Mr. Cunneen moved to approve the Consent Calendar CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mrs. Schultz

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the June 30th regular meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Adoption of Resolution 2017-05: Compensation to Board President, Jeanne Galindo, for missed regular meeting on June 30th, due to illness
- Adoption of Resolution 2017-06: Compensation to Board Member Ian Collins for missed regular meeting on June 30th, due to illness
- Receipt and approval of 2015-16 Quarterly Report on Williams Uniform Complaints
- Adoption of Resolution 2017-01: Authorization of Signatures on Replacement Warrants
- Adoption of Resolution 2017-02: Appointment of Custodian of Revolving Cash Fun
- Adoption of Resolution 2017-03: Authorization of approval of Vendor Claims/Orders
- Adoption of Resolution 2017-04: Authorization of Signatures
- Adoption of Resolution 2017-07: Temporary Inter-Fund Transfer from Fund 40
- Authorization to use Murrieta Valley USD Dairy bid (#D-051914)

- Approval of Agreement for Special Services with School Services of California
- Approval of Record of Eighth Grade Promotion, June 2016
- Approval of District Field Trip List
- Receipt of Investment Policy for review
- Approval of Special Education Settlement Agreement
- Approval of Addendum to Agreement with Revenue Enhancement Group, Inc.
- Approval of contract with TBWB to provide electoral feasibility, public outreach and communication consulting services in preparation for a possible 2016 General Obligation Bond Measure
- Approval of contract with Dannis, Woliver, Kelly to provide Bond Counsel and Disclosure Counsel services for a possible 2016 General Obligation Bond Measure

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

Dr. Johnson Welcomed back both President Galindo and Mr. Collins, noting that he is so thankful that they are both back and healthy. He said that he's very excited for Leadership Advance – over 100 people are expected to attend and the day will be extraordinary. The theme is The FVSD Impact – when people decide to work together – the impact is incredible. He thanked the administrative team for all their work – especially Mrs. Fullerton for all of her work in getting ready for this Board Meeting. He thanked the Board for participating in the workshops tonight. He stated that he was very happy to see that Mrs. Lucchese was attending the meeting. He let everyone know how much he missed her and how excited he is for her to return to work on Monday. He thanked Mrs. Goble for her work in Mrs. Lucchese's absence and told her how much it is appreciated.

CLOSED SESSION

Mrs. Galindo announced that the Board would again 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.

ADJOURNMENT

Motion: Mr. Collins moved to adjourn the meeting at 9:21pm.

Second: Mrs. Schultz

Vote: Unanimously approved

/hg

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 11, 2016**

2.0 EMPLOYMENT FUNCTIONS

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|-----------------------|----------------------|----------------------------|------------------|
| 2.1.1 | Zavala, Danielle | Educational Services | Assessment/Data Technician | 08/08/2016 |
| 2.1.2 | Pino, Michelle | Newland | Preschool Aide | 09/07/2016 |
| 2.1.3 | Hayes, Michelle | Oka CDC | Preschool Aide | 09/07/2016 |
| 2.1.4 | Crooks, Sharon | Oka | Preschool Aide | 09/07/2016 |
| 2.1.5 | Fernandez, Evelis | Plavan CDC | Preschool Aide | 09/07/2016 |
| 2.1.6 | Vogel, Sarah | Oka CDC | Preschool Instructor | 09/07/2016 |
| 2.1.7 | Ryan, Elaine | Gisler | Preschool Instructor | 09/07/2016 |
| 2.1.8 | LaVigne-Dixon, Pamela | Cox CDC | Preschool Instructor | 09/07/2016 |
| 2.1.9 | Blanke, Anna | Couregges CDC | Preschool Instructor | 09/07/2016 |

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

| | <u>EMPLOYEE</u> | <u>LOCATION</u> | <u>ASSIGNMENT</u> | <u>EFFECTIVE</u> |
|-------|-----------------|-----------------|---------------------------|------------------|
| 2.2.1 | Tague, Harmony | Plavan | Lead Preschool Instructor | 06/23/2016 |
| 2.2.2 | Acosta, Krystal | Oka | Preschool Instructor | 08/26/2016 |
| 2.2.3 | Vu, David | Tamura | ESP Aide | 06/23/2016 |
| 2.2.4 | Nasab, Erica | Plavan | ESP Aide | 06/23/2016 |
| 2.2.5 | Cline, Kathy | Talbert | IA Special Education | 06/23/2016 |
| 2.2.6 | Carney, Noelle | Oka | ESP Instructor | 06/23/2016 |
| 2.2.7 | Rico, Monique | Cox | Preschool Instructor | 06/23/2016 |

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, BARBARA KRAUS FROM PRESCHOOL AIDE AT COURREGES SCHOOL, TO PRESCHOOL INSTRUCTOR AT TAMURA CDC , EFFECTIVE 09/07/2016.

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF CLASSIFIED EMPLOYEE, RENA BONIFAY PRESCHOOL INSTRUCTOR AT PLAVAN SCHOOL, TO LEAD PRESCHOOL INSTRUCTOR AT VARIOUS LOCATIONS, EFFECTIVE 09/07/2016.

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

August 11, 2016

EDUCATIONAL SERVICES

3.0 APPROVAL OF ADDITIONAL DUTY REQUESTS

| | <u>NAME</u> | <u>ASSIGNMENT</u> | <u>SALARY</u> | <u>BUDGET</u> | <u>DATE</u> |
|-----|---|---|--|----------------|-----------------------|
| 3.1 | HARO, Jessica ELLER, Nan (Support Services) | Speech/Language Coordinator interventions | \$500.00 each | 015989860-1115 | 2016-2017 school year |
| 3.2 | LUNG, Louise (Support Services) | Nurse Consultant to Coordinate TB, Hearing/ Vision schedule | \$40.00 per hour (Not to exceed 15 hours) | 012289965-1259 | 2016-2017 school year |
| 3.3 | KEARNS, Amalia (Mali) LUNG, Louise MCAULEY, Sally VALENTINE, Sally WILLIAMS, Trina YOCKEL, Norma BURTON, Gretchen (sub) (Support Services) | State Mandated Screening Services and provide TB Clinics | \$30.00 per hour/ per person (Not to exceed \$9,030.00) | 012289965-1259 | 2016-2017 school year |
| 3.4 | TBD ~ Courreges TBD ~ Cox TBD ~ Fulton TBD ~ Gisler TBD ~ Masuda TBD ~ Newland TBD ~ Oka TBD ~ Plavan TBD ~ Talbert TBD ~ Tamura (Support Services) | Perform duties of School Site Prevention Coordinator | \$1,000.00 stipend per school site. Total of stipends \$10,000.00 | 012679962-1115 | 2016-2017 school year |
| 3.5 | TBD ~ Courreges TBD ~ Cox TBD ~ Fulton TBD ~ Gisler TBD ~ Masuda TBD ~ Newland TBD ~ Oka TBD ~ Plavan TBD ~ Talbert TBD ~ Tamura (Support Services) | Perform duties of Site 504 Coordinator | \$1,000.00 stipend per school site. Total of stipends \$10,000.00 | 012299967-1115 | 2016-2017 school year |

**FOUNTAIN VALLEY SCHOOL DISTRICT
BOARD MEETING AUGUST 11, 2016**

To: Christine Fullerton
From: Mino Nhek
Subject: Warrant Listing
Warrant Numbers: 73729 - 73879
Dates: 7/20/2016 - 7/28/2016

| | | |
|--------------|--------------------|----------------------|
| Fund 01 | General Fund | 192,541.29 |
| Fund 12 | Child Development | 22,116.13 |
| Fund 13 | Cafeteria | 628.05 |
| Fund 25 | Capital Facilities | - |
| Fund 40 | Special Reserves | 44,898.59 |
| Fund 68 | Worker Comp | 251.64 |
| Fund 69 | Insurance | 12,246.65 |
| TOTAL | | \$ 272,682.35 |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/11/2016

FRO 07/19/2016 TO 08/03/2016

| <u>PO NUMBE</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------------|---------------------|--------------------------|--------------------------|---|
| J20R1697 | GRAVES, LAW OFFICES OF MAUREEN | 4,662.50 | +4,662.50 | 015999860 5894 | Special Ed - Administration / Regionalized Services (X-Pot) |
| K20R0085 | EDUCATIONAL DATA SYSTEMS | 743.60 | +67.60 | 010028255 4322 | Intervention-Administrative / Testing Supplies |
| K20R0086 | FOLLETT SCHOOL SOLUTIONS INC. | 7,000.00 | +6,300.00 | 012395098 5826 | 7395 Sch/Libr Imp Instr-DO / Licensing/Software,Maint/Supp |
| K20R0120 | AMAZON.COM LLC | 187.91 | -230.23 | 010144949 4310 | Sch Site Instr - Masuda / Instructional Supplies |
| K20R0185 | CDWG | 5,522.13 | -14,696.64 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| K20R0192 | AMAZON.COM LLC | 2,136.13 | +0.93 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| Fund 01 Total: | | | -3,895.84 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/11/2016

FRO 07/19/2016 TO 08/03/2016

| <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> |
|---------------------------|-------------------------------|---------------------------|--------------------------------|--------------------------------|--|
| K20R0050 | WHITE, JEFFREY MATTHEW | 1,924.56 | +628.56 | 120016398 5610 | ESP-Summer Camp Instructional / Outside Services - Rentals |
| K20R0055 | TANAKA FARMS | 2,041.20 | +105.84 | 120016398 5812 | ESP-Summer Camp Instructional / Admission Costs |
| Fund 12 Total: | | | +734.40 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/11/2016

FRO 07/19/2016 TO 08/03/2016

| <u>PO NUMBE</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>CHANGE AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------------|---------------------|--------------------------|--------------------------|------------------------------------|
| K20X0181 | SOUTHWEST SCHOOL AND OFFICE SU | 2,000.00 | +920.00 | 133207380 4325 | Cafeteria Fund / Office Supplies |
| Fund 13 Total: | | | +920.00 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

08/11/2016

FRO 07/19/2016 TO 08/03/2016

| <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> |
|---------------------------|---------------|---------------------------|--------------------------------|--------------------------------|------------------------------------|
|---------------------------|---------------|---------------------------|--------------------------------|--------------------------------|------------------------------------|

| | | | | | |
|------------------------------|--|--|------------------|--|--|
| Total Account Amount: | | | -2,241.44 | | |
|------------------------------|--|--|------------------|--|--|

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|----------------------|---|
| K20M4011 | NAPA AUTO PARTS | 9,200.00 | 5,000.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| | | | 3,000.00 | 016919395 4349 | 7240 Special Ed Transportation / Transportation Supplies (on |
| | | | 1,000.00 | 016929395 4349 | 7230 Home-to-Sc Transportation / Transportation Supplies (on |
| K20M4054 | HILLYARD / LOS ANGELES | 150.00 | 150.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| K20M4062 | VALIANT NATIONAL AV SUPPLY | 1,590.30 | 1,590.30 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4063 | SUPERCIRCUITS INC | 452.35 | 452.35 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4064 | BEACH WIRE & CABLE INC. | 376.38 | 376.38 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4065 | SHIFFLER EQUIPMENT SALES INC. | 205.55 | 205.55 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4067 | BUDGET BLINDS | 2,574.24 | 2,574.24 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| K20M4068 | BIG JOE LIFT TRUCKS INC | 1,899.26 | 1,899.26 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4072 | ACCOUSTICAL MATERIAL SERVICES | 350.44 | 350.44 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4074 | ABC SCHOOL EQUIPMENT INC | 6,414.00 | 6,414.00 | 012869390 4347 | Maintenance / Repair & Upkeep Equip Supplies |
| K20M4083 | TIME AND ALARM SYSTEMS INC. | 427.00 | 427.00 | 014869390 5645 | STAR Building DO-Routine Maint / Outside Srvs-Repairs & |
| K20M4085 | CALIFORNIA PEST MANAGEMENT | 18,000.00 | 15,000.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| K20M4089 | CAL BUILDING SYSTEMS INC | 15,558.00 | 13,158.00 | 012869390 5899 | Maintenance / Other Operating Expenses |
| | | | 1,200.00 | 014869390 5899 | STAR Building DO-Routine Maint / Other Operating Expenses |
| K20M4090 | R JENSEN CO INC. | 36,000.00 | 36,000.00 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| K20M4091 | SIGNATURE FLOORING INC. | 2,583.33 | 2,583.33 | 012869390 5645 | Maintenance / Outside Srvs-Repairs & Mainten |
| K20R0071 | SCANTRON CORPORATION | 152.45 | 152.45 | 012819771 4325 | Personnel Commission / Office Supplies |
| K20R0083 | ILLUMINATE EDUCATION INC. | 28,575.00 | 7,143.75 | 010458155 5826 | Student Achievement Supp-Inter / Licensing/Software,Maint/Sup |
| | | | 21,431.25 | 012658155 5826 | Assessment and Accountability / Licensing/Software,Maint/Sup |
| K20R0146 | IXL LEARNING INC. | 2,940.84 | 2,940.84 | 010113255 5826 | Title I - Cox / Licensing/Software,Maint/Supp |
| K20R0148 | SCHOLASTIC MAGAZINE | 4,141.37 | 4,141.37 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| K20R0149 | CAMBIUM LEARNING INC. | 3,780.00 | 3,780.00 | 010113255 4310 | Title I - Cox / Instructional Supplies |
| K20R0168 | NASP | 769.50 | 769.50 | 010019961 4310 | Medi-Cal Billing-Instructional / Instructional Supplies |
| K20R0193 | OLAYA, CYNTHIA | 3,000.00 | 3,000.00 | 010019961 5813 | Medi-Cal Billing-Instructional / Consultant |
| K20R0194 | BARNISH, LIZABETH | 3,000.00 | 3,000.00 | 010019961 5813 | Medi-Cal Billing-Instructional / Consultant |
| K20R0197 | OFFICE DEPOT | 65.22 | 65.22 | 012719165 4325 | Superintendent / Office Supplies |
| K20R0198 | ORIENTAL TRADING COMPANY | 77.99 | 77.99 | 012719165 4325 | Superintendent / Office Supplies |
| K20R0199 | SYSTEM ID WAREHOUSE/INFORMATIC | 1,315.11 | 1,315.11 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| K20R0202 | MRS. NELSON'S LIBRARY SERVICES | 6,131.86 | 6,131.86 | 012129078 4110 | Lottery Instructional Material / Basic Textbooks |
| K20R0204 | FOUNTAIN VALLEY CHAMBER OF COM | 35.00 | 35.00 | 012719165 5210 | Superintendent / Travel, Conference, Workshop |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|----------------------|---|
| K20R0207 | APPLE COMPUTER ORDER DEPARTMEN | 1,056.24 | 1,056.24 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| K20R0208 | ROTARY CLUB OF FOUNTAIN VALLEY | 600.00 | 600.00 | 012719165 5390 | Superintendent / Dues and Membership Non Taxabl |
| K20R0211 | TEKNIQUE IT LLC | 9,786.76 | 8,863.36 | 010013189 4399 | Donations - Gisler / Equipment Under \$500 |
| | | | 923.40 | 010013189 4410 | Donations - Gisler / Fixed Assets \$500-\$5000 |
| K20R0212 | WESTED | 215.74 | 215.74 | 012539961 4310 | Tobacco-Use-OCDE Adminstrative / Instructional Supplies |
| K20R0213 | METRO BUSINESS SOLUTIONS INC. | 1,920.00 | 1,920.00 | 012719385 5645 | Purchasing / Outside Srvs-Repairs & Mainten |
| K20R0214 | METRO BUSINESS SOLUTIONS INC. | 55,836.00 | 49,632.00 | 010019380 5645 | School Equipment / Outside Srvs-Repairs & Mainten |
| | | | 3,102.00 | 012719385 5645 | Purchasing / Outside Srvs-Repairs & Mainten |
| K20R0215 | METRO BUSINESS SOLUTIONS INC. | 3,044.00 | 1,272.00 | 010019380 5645 | School Equipment / Outside Srvs-Repairs & Mainten |
| | | | 1,772.00 | 012719385 5645 | Purchasing / Outside Srvs-Repairs & Mainten |
| K20R0216 | METRO BUSINESS SOLUTIONS INC. | 15,903.00 | 15,428.00 | 010019380 5645 | School Equipment / Outside Srvs-Repairs & Mainten |
| | | | 475.00 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |
| K20R0217 | METRO BUSINESS SOLUTIONS INC. | 407.00 | 407.00 | 012849380 4347 | Fiscal Services / Repair & Upkeep Equip Supplies |
| K20R0226 | CDWG | 351.00 | 351.00 | 012109078 4320 | Tech/Media Office Operation / Computer Supplies |
| K20R0248 | GROWING EDUCATORS INC | 2,025.00 | 2,025.00 | 010013131 5210 | Sch Site Instr - Gisler / Travel, Conference, Workshop |
| K20R0251 | AWARDS & TROPHIES | 13.03 | 13.03 | 012719166 4325 | Board of Trustees / Office Supplies |
| K20R0269 | AMAZON.COM LLC | 1,619.93 | 1,619.93 | 012849380 4410 | Fiscal Services / Fixed Assets \$500-\$5000 |
| K20R0272 | AMAZON.COM LLC | 949.28 | 949.28 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| K20R0273 | AMAZON.COM LLC | 949.28 | 949.28 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| K20R0274 | AMAZON.COM LLC | 949.28 | 949.28 | 012109078 4410 | Tech/Media Office Operation / Fixed Assets \$500-\$5000 |
| K20R0278 | VIRCO MANUFACTURING | 1,387.42 | 1,387.42 | 010019380 4310 | School Equipment / Instructional Supplies |
| K20S0307 | INDUSTRIAL FORMULATORS INC. | 110.90 | 110.90 | 011000000 9320 | Revenue Limit - State Revenues / STORES |
| K20X0042 | STATE OF CA DEPT OF JUSTICE | 4,500.00 | 4,500.00 | 012719470 5823 | Personnel Department / Fingerprinting |
| K20X0147 | SCHOOL SPECIALTY | 5,400.00 | 5,400.00 | 010013232 4310 | Sch Site Instr - Cox / Instructional Supplies |
| K20X0165 | KEENAN & ASSOCIATES | 2,000.00 | 2,000.00 | 012849380 5450 | Fiscal Services / Other Insurance |
| K20X0206 | BEST BEST & KRIEGER LLP | 25,000.00 | 25,000.00 | 015659860 5830 | Special Ed. - Legal Services / Legal Fees |
| K20X0210 | SOUTHWEST SCHOOL AND OFFICE SU | 8,100.00 | 8,100.00 | 010013131 4310 | Sch Site Instr - Gisler / Instructional Supplies |
| K20X0254 | SAMS CLUB | 540.00 | 540.00 | 012719275 4325 | Curriculum/Instruction Office / Office Supplies |
| K20X0255 | ARIEL SUPPLY INC. | 1,080.00 | 1,080.00 | 012719275 4330 | Curriculum/Instruction Office / Printing/Xerox Supplies |
| K20X0256 | SOUTHWEST SCHOOL AND OFFICE SU | 864.00 | 864.00 | 012719275 4325 | Curriculum/Instruction Office / Office Supplies |
| K20X0294 | LEAF CAPITAL FUNDING LLC | 11,057.47 | 11,057.47 | 012719385 5640 | Purchasing / Outside Services - Leases |
| K20X0296 | CIT FINANCE LLC | 65,862.72 | 61,741.44 | 010019380 5640 | School Equipment / Outside Services - Leases |
| K20X0297 | E.G.BRENNAN & CO. | 297.00 | 297.00 | 012059385 5645 | Publications / Outside Srvs-Repairs & Mainten |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|---------------------------------------|--|-----------------------|------------------------------|--|
| K20X0298 | READYREFRESH BY NESTLE | 9,102.00 | 576.00 | 010013189 4325 | Donations - Gisler / Office Supplies |
| | | | 168.00 | 012109078 4325 | Tech/Media Office Operation / Office Supplies |
| | | | 231.00 | 012658155 4325 | Assessment and Accountability / Office Supplies |
| | | | 210.00 | 012719165 4325 | Superintendent / Office Supplies |
| | | | 168.00 | 012719275 4325 | Curriculum/Instruction Office / Office Supplies |
| | | | 525.00 | 012719470 4325 | Personnel Department / Office Supplies |
| | | | 300.00 | 012722929 4325 | Sch Site Admin - Fulton / Office Supplies |
| | | | 840.00 | 012723232 4325 | Sch Site Admin - Cox / Office Supplies |
| | | | 636.00 | 012723789 4325 | Donations Clerical - Oka / Office Supplies |
| | | | 1,074.00 | 012723838 4325 | Sch Site Admin - Talbert / Office Supplies |
| | | | 630.00 | 012724040 4325 | Sch Site Admin - Plavan / Office Supplies |
| | | | 924.00 | 012724949 4325 | Sch Site Admin - Masuda / Office Supplies |
| | | | 378.00 | 012849380 4325 | Fiscal Services / Office Supplies |
| | | | 709.20 | 012869390 4325 | Maintenance / Office Supplies |
| | | | 252.00 | 015999860 4325 | Special Ed - Administration / Office Supplies |
| | | | 472.80 | 016919395 4325 | 7240 Special Ed Transportation / Office Supplies |
| | | | K20X0299 | FEDERAL EXPRESS CORP. | 800.00 |
| 50.00 | 012719165 5930 | Superintendent / Postage, Parcel, & Delivery | | | |
| 50.00 | 012719470 5930 | Personnel Department / Postage, Parcel, & Delivery | | | |
| 100.00 | 012849380 5930 | Fiscal Services / Postage, Parcel, & Delivery | | | |
| 50.00 | 012869390 5930 | Maintenance / Postage, Parcel, & Delivery | | | |
| 50.00 | 017109275 5930 | Testing / Postage, Parcel, & Delivery | | | |
| K20X0301 | PITNEY BOWES INC. | 6,567.24 | 6,567.24 | 012719385 5640 | Purchasing / Outside Services - Leases |
| K20X0302 | PURCHASE POWER | 16,000.00 | 16,000.00 | 012719385 5930 | Purchasing / Postage, Parcel, & Delivery |
| K20X0303 | UNITED PARCEL SERVICE | 2,000.00 | 2,000.00 | 012719385 5930 | Purchasing / Postage, Parcel, & Delivery |
| K20X0304 | DE LAGE LANDEN FINANCIAL SERVI | 29,314.87 | 29,314.87 | 012059385 5640 | Publications / Outside Services - Leases |
| Fund 01 Total: | | 435,374.35 | 422,293.07 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-----------------|-----------------------|----------------------|--|
| K20M4066 | HOME DEPOT | 1,215.00 | 1,215.00 | 120016098 4410 | Extended School Instructional / Fixed Assets \$500-\$5000 |
| K20R0205 | KNOTT'S BERRY FARM | 4,565.16 | 4,565.16 | 120016398 5812 | ESP-Summer Camp Instructional / Admission Costs |
| K20R0209 | ARIEL SUPPLY INC. | 3,498.03 | 3,498.03 | 120336098 4325 | Extended School Administration / Office Supplies |
| K20R0214 | METRO BUSINESS SOLUTIONS INC. | 55,836.00 | 3,102.00 | 120016098 5645 | Extended School Instructional / Outside Srvs-Repairs & Maint |
| K20R0218 | JOSE L MORALES | 544.62 | 544.62 | 120016398 4310 | ESP-Summer Camp Instructional / Instructional Supplies |
| K20R0242 | DEPARTMENT OF SOCIAL SERVICES | 522.72 | 522.72 | 120017598 5826 | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| K20R0243 | DEPARTMENT OF SOCIAL SERVICES | 261.36 | 261.36 | 120017598 5826 | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| K20R0244 | DEPARTMENT OF SOCIAL SERVICES | 261.36 | 261.36 | 120017598 5826 | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| K20R0245 | DEPARTMENT OF SOCIAL SERVICES | 261.36 | 261.36 | 120017598 5826 | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| K20R0257 | APPLE COMPUTER ORDER DEPARTMEN | 1,059.48 | 1,059.48 | 120017598 4410 | Child Dev Cntr Preschool Instr / Fixed Assets \$500-\$5000 |
| K20R0266 | PARTY BOUNCE | 59.40 | 59.40 | 120016398 5610 | ESP-Summer Camp Instructional / Outside Services - Rentals |
| K20R0267 | PARTY BOUNCE | 216.00 | 216.00 | 120016398 5610 | ESP-Summer Camp Instructional / Outside Services - Rentals |
| K20R0268 | CAMBIUM LEARNING INC. | 4,149.68 | 4,149.68 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| K20R0270 | STAPLES | 216.00 | 216.00 | 120016398 4310 | ESP-Summer Camp Instructional / Instructional Supplies |
| K20R0276 | LENOVO (UNITED STATES) INC. | 1,241.99 | 1,241.99 | 120017598 4410 | Child Dev Cntr Preschool Instr / Fixed Assets \$500-\$5000 |
| K20R0277 | REALLY GOOD STUFF INC | 11,352.77 | 11,352.77 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| K20R0280 | LAKESHORE LEARNING MATERIALS | 108.00 | 108.00 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| K20R0308 | DEPARTMENT OF SOCIAL SERVICES | 522.72 | 522.72 | 120017598 5826 | Child Dev Cntr Preschool Instr / Licensing/Software,Maint/Su |
| K20X0003 | SAMS CLUB | 10,800.00 | 10,800.00 | 120016398 4310 | ESP-Summer Camp Instructional / Instructional Supplies |
| K20X0219 | ADVANTAGE OPTICS | 1,392.10 | 1,392.10 | 122866098 6299 | ESP-Building/Site Improvement / Other Building & |
| K20X0220 | DATALINK CORPORATION | 19,739.48 | 19,739.48 | 122866098 6299 | ESP-Building/Site Improvement / Other Building & |
| K20X0221 | TEKNIQUE IT LLC | 6,613.49 | 6,613.49 | 122866098 6299 | ESP-Building/Site Improvement / Other Building & |
| K20X0241 | PARAGON SYSTEMS INC | 47,039.57 | 47,039.57 | 122866098 6299 | ESP-Building/Site Improvement / Other Building & |
| K20X0258 | RALPHS GROCERY COMPANY | 5,400.00 | 5,400.00 | 123207598 4710 | Child Dev Cntr Prsch Food Serv / Food |
| K20X0259 | SMART & FINAL | 5,400.00 | 5,400.00 | 123207598 4710 | Child Dev Cntr Prsch Food Serv / Food |
| K20X0260 | SOUTHWEST SCHOOL AND OFFICE SU | 5,400.00 | 5,400.00 | 120017598 4310 | Child Dev Cntr Preschool Instr / Instructional Supplies |
| K20X0261 | SAMS CLUB | 5,400.00 | 5,400.00 | 123207598 4710 | Child Dev Cntr Prsch Food Serv / Food |
| K20X0262 | RALPHS GROCERY COMPANY | 5,400.00 | 5,400.00 | 123206198 4710 | State Preschool Food Services / Food |
| K20X0263 | SMART & FINAL | 5,400.00 | 5,400.00 | 120016198 4310 | State Preschool Instructional / Instructional Supplies |
| K20X0264 | SOUTHWEST SCHOOL AND OFFICE SU | 5,400.00 | 5,400.00 | 123206198 4710 | State Preschool Food Services / Food |
| K20X0265 | SAMS CLUB | 5,400.00 | 5,400.00 | 123206198 4710 | State Preschool Food Services / Food |
| K20X0275 | SOUTHWEST SCHOOL AND OFFICE SU | 10,800.00 | 10,800.00 | 120336098 4325 | Extended School Administration / Office Supplies |
| K20X0281 | RALPHS GROCERY COMPANY | 5,400.00 | 5,400.00 | 123206098 4710 | Extended School Food Service / Food |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|--------------------------------|-------------------|-----------------------|----------------------|---|
| K20X0282 | SMART & FINAL | 5,400.00 | 5,400.00 | 123206098 4710 | Extended School Food Service / Food |
| K20X0283 | SOUTHWEST SCHOOL AND OFFICE SU | 5,400.00 | 5,400.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| K20X0284 | SAMS CLUB | 5,400.00 | 5,400.00 | 123206098 4710 | Extended School Food Service / Food |
| K20X0285 | WHAT A LOT OF PIZZA | 540.00 | 540.00 | 123206098 4710 | Extended School Food Service / Food |
| K20X0286 | PARTY BOUNCE | 540.00 | 540.00 | 120016098 4310 | Extended School Instructional / Instructional Supplies |
| K20X0287 | WHAT A LOT OF PIZZA | 1,080.00 | 1,080.00 | 123207598 4710 | Child Dev Cntr Prsch Food Serv / Food |
| K20X0288 | WHAT A LOT OF PIZZA | 1,080.00 | 1,080.00 | 123207598 4710 | Child Dev Cntr Prsch Food Serv / Food |
| K20X0289 | SOUTHERN CALIFORNIA PIZZA COMP | 1,080.00 | 1,080.00 | 123207598 4710 | Child Dev Cntr Prsch Food Serv / Food |
| K20X0290 | SOUTHWEST SCHOOL AND OFFICE SU | 5,400.00 | 5,400.00 | 120336098 4325 | Extended School Administration / Office Supplies |
| K20X0296 | CIT FINANCE LLC | 65,862.72 | 4,121.28 | 120016098 5640 | Extended School Instructional / Outside Services - Leases |
| K20X0298 | READYREFRESH BY NESTLE | 9,102.00 | 840.00 | 120336098 4325 | Extended School Administration / Office Supplies |
| Fund 12 Total: | | 331,761.01 | 209,023.57 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|-----------------------|------------------------------|-------------------|-----------------------|----------------------|---|
| K20M4011 | NAPA AUTO PARTS | 9,200.00 | 200.00 | 133207380 4347 | Cafeteria Fund / Repair & Upkeep Equip Supplies |
| K20M4085 | CALIFORNIA PEST MANAGEMENT | 18,000.00 | 3,000.00 | 133207380 5645 | Cafeteria Fund / Outside Srvs-Repairs & Mainten |
| K20R0222 | LEVEL 27 MEDIA | 427.65 | 427.65 | 133207380 4330 | Cafeteria Fund / Printing/Xerox Supplies |
| K20X0223 | A & R WHOLESALE | 6,000.00 | 6,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0224 | AMECI'S PIZZA | 35,000.00 | 35,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0225 | ARIEL SUPPLY INC. | 500.00 | 500.00 | 133207380 4330 | Cafeteria Fund / Printing/Xerox Supplies |
| K20X0227 | CHEFS' TOYS | 2,500.00 | 2,500.00 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| K20X0228 | DOMINO'S PIZZA | 30,000.00 | 30,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0230 | DRIFTWOOD DAIRY INC. | 46,500.00 | 46,500.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0231 | FORTUNE COOKIES RESTAURANT | 30,000.00 | 30,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0232 | GOLD STAR FOODS | 350,000.00 | 350,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0233 | LEVEL 27 MEDIA | 2,000.00 | 2,000.00 | 133207380 4330 | Cafeteria Fund / Printing/Xerox Supplies |
| K20X0234 | P & R PAPER SUPPLY COMPANY | 3,500.00 | 3,500.00 | 133207380 4790 | Cafeteria Fund / Food Services Supplies |
| K20X0235 | PJ OF SOUTHERN CALIFORNIA LP | 40,000.00 | 40,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0236 | PICK UP STIX | 10,000.00 | 10,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0237 | SAMS CLUB | 2,500.00 | 2,500.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0238 | SMART & FINAL | 1,000.00 | 1,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0239 | SUNRISE PRODUCE COMPANY | 8,000.00 | 8,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0240 | SWIFT PRODUCE | 8,000.00 | 8,000.00 | 133207380 4710 | Cafeteria Fund / Food |
| K20X0298 | READYREFRESH BY NESTLE | 9,102.00 | 168.00 | 133207380 4325 | Cafeteria Fund / Office Supplies |
| K20X0299 | FEDERAL EXPRESS CORP. | 800.00 | 50.00 | 133207380 5930 | Cafeteria Fund / Postage, Parcel, & Delivery |
| Fund 13 Total: | | 613,029.65 | 579,345.65 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|--------------------------------|-------------------|-----------------------|----------------------|---|
| K20M4059 | ATLAS SHEET METAL INC. | 8,130.00 | 8,130.00 | 402998990 5645 | Moiola Improvement Projects / Outside Srvs-Repairs & Mainte |
| K20M4061 | WALTERS WHOLESALE ELECTRIC CO | 870.78 | 870.78 | 402869380 4347 | Spec Res Maintenance Services / Repair & Upkeep Equip Supp |
| K20M4069 | INDUSTRIAL METAL SUPPLY | 242.65 | 242.65 | 402869380 4347 | Spec Res Maintenance Services / Repair & Upkeep Equip Supp |
| K20M4070 | A GOOD SIGN | 14,999.00 | 2,140.00 | 402863790 5645 | Modernization - Oka / Outside Srvs-Repairs & Mainten |
| | | | 6,300.00 | 402863890 5645 | Modernization - Talbert / Outside Srvs-Repairs & Mainten |
| | | | 4,705.00 | 402864790 5645 | Modernization - Courreges / Outside Srvs-Repairs & Mainten |
| | | | 1,245.00 | 402864990 5645 | Modernization - Masuda / Outside Srvs-Repairs & Mainten |
| | | | 609.00 | 402868990 5645 | Modernization Project / Outside Srvs-Repairs & Mainten |
| K20M4076 | POWER PLUS | 4,185.00 | 4,185.00 | 402869380 5645 | Spec Res Maintenance Services / Outside Srvs-Repairs & Main |
| K20M4078 | TIME AND ALARM SYSTEMS INC. | 4,090.00 | 4,090.00 | 402869380 5645 | Spec Res Maintenance Services / Outside Srvs-Repairs & Main |
| K20M4080 | MOBILE MODULAR | 6,000.00 | 6,000.00 | 402869380 6299 | Spec Res Maintenance Services / Other Building & Improveme |
| K20M4088 | MCKINLEY ELEVATOR CORP | 1,780.05 | 1,780.05 | 402998990 5645 | Moiola Improvement Projects / Outside Srvs-Repairs & Mainte |
| K20M4089 | CAL BUILDING SYSTEMS INC | 15,558.00 | 1,200.00 | 402998990 5899 | Moiola Improvement Projects / Other Operating Expenses |
| K20X0166 | ATKINSON ANDELSON LOYA RUDD & | 20,000.00 | 20,000.00 | 402969380 5830 | Property - Legal Services / Legal Fees |
| K20X0295 | OPTERRA ENERGY SERVICES INC. | 62,000.00 | 62,000.00 | 404839380 5813 | Energy Efficient Project / Consultant |
| K20X0300 | GOVERNMENT FINANCIAL STRATEGIE | 2,500.00 | 2,500.00 | 402849380 5813 | Spec Res Fiscal Services / Consultant |
| | Fund 40 Total: | 140,355.48 | 125,997.48 | | |

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <u>PO NUMBER</u> | <u>VENDOR</u> | <u>PO TOTAL</u> | <u>ACCOUNT AMOUNT</u> | <u>ACCOUNT NUMBE</u> | <u>PSEUDO / OBJECT DESCRIPTION</u> |
|------------------|-----------------------|-----------------|-----------------------|----------------------|--|
| K20X0299 | FEDERAL EXPRESS CORP. | 800.00 | 400.00 | 695009470 5930 | Insurance Health/Welfare / Postage, Parcel, & Delivery |
| | Fund 69 Total: | 800.00 | 400.00 | | |

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT BY FUND
BOARD OF TRUSTEES MEETING 08/11/2016

FROM 07/19/2016 TO 08/03/2016

| <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> |
|----------------------------|---------------|---------------------------|---------------------------------|--------------------------------|------------------------------------|
| Total Account Amount: | | | 1,337,059.77 | | |



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: **Mandate Block Grant**
DATE: August 1, 2016

Background:

Senate Bill (SB) 1016 established a Mandate Block Grant program. School Districts may receive funding through the Mandate Block Grant or through the long-standing claims reimbursement process. However, the State has clearly encouraged districts to elect the Block Grant as funding for the previously traditional method of individual filing has all but been eliminated in the current year's State Budget. Additionally, over the past four years, districts have received Block Grant funds in a much timelier manner than those who chose to file individual claims.

The District has elected to participate in the Mandate Block Grant program in each of the last four years. Currently, \$217.8 million of funding has been included in the 2016-17 State Budget for the Mandated Block Grant. The Block Grant allocates \$28 per ADA of unrestricted funding for Elementary School Districts during the 2016-17 fiscal year. This equates to approximately \$173,500 for our District.

Recommendation:

It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2016-17 fiscal year and authorize the Superintendent or his designee to sign all documents.



Fountain Valley School District
BUSINESS SERVICES DIVISION

MEMORANDUM

TO: Christine Fullerton, Assistant Superintendent Business Services
FROM: Isidro Guerra, Director, Fiscal Services
SUBJECT: **Approval of Lease Addendums for Modular Classrooms**
DATE: August 2, 2016

Background:

The District leases seven modular classrooms from Mobile Modular Management Corporation under three separate operating leases. The following lease addendums extend the terms of these leases through June 30, 2017. There are no other changes to the terms and conditions of these leases.

Recommendation:

It is recommended that the Board of Trustees approves the lease addendums extending the term of these leases through June 30, 2017 and authorizes the Superintendent or his designee to sign all documents.



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752
Ph (951)360-5100 Fax (951)360-6622
www.MobileModularRents.com

Contract Addendum

Date: 8/4/2016

Customer : Fountain Valley SD
Billing Address: 10055 Slatten Ave
City/State/Zip: Fountain Valley CA 92708

Attn: Isidro Guerra
Phone : 714-843-3249
Fax:
E-mail: guerrai@fvsd.us

Project Name : Fulton Middle School
Site Address : 8778 El Lago St.
City/State/Zip: Fountain Valley CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

| Contract No. | Building ID | Item Description | Addendum Start Date | Addendum Stop Date | Term | Rental Rate |
|--------------|-------------|----------------------|---------------------|--------------------|------|-------------|
| 578969 | 40566 | Classroom, 24x40 DSA | 7/1/2016 | 6/30/2017 | 12 | \$ 6,012.00 |
| 578970 | 40581 | Classroom, 24x40 DSA | 7/1/2016 | 6/30/2017 | 12 | \$ 6,012.00 |

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Fountain Valley SD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

Please call (951)360-5156 with any questions or comments and ask for Thank you for contacting Mobile Modular.

Karina Olvera

****Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.**



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752
Ph (951)360-5100 Fax (951)360-6622
www.MobileModularRents.com

Contract Addendum

Date: 8/4/2016

Customer : Fountain Valley SD
Billing Address: 10055 Slatten Ave
City/State/Zip: Fountain Valley CA 92708

Attn: Isidro Guerra
Phone : 714-843-3249
Fax:
E-mail: guerrai@fvsd.us

Project Name : Kazuo Masuda Middle School
Site Address : 17415 Los Jardines
City/State/Zip: Fountain Valley CA 92701

This will serve as an addendum to the contract agreement entered into betwe **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

| Contract No. | Building ID | Item Description | Addendum Start Date | Addendum Stop Date | Term | Rental Rate |
|--------------|-------------|----------------------|---------------------|--------------------|------|-------------|
| 525364 | 41576 | Classroom, 24x40 DSA | 7/1/2016 | 6/30/2017 | 12 | \$ 6,468.00 |
| 525365 | 41577 | Classroom, 24x40 DSA | 7/1/2016 | 6/30/2017 | 12 | \$ 6,468.00 |
| 582481 | 40321 | Classroom, 24x40 DSA | 7/1/2016 | 6/30/2017 | 12 | \$ 6,012.00 |
| 582611 | 40427 | Classroom, 24x40 DSA | 7/1/2016 | 6/30/2017 | 12 | \$ 6,144.00 |
| | | | | | | |

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Fountain Valley SD

Printed Name

Printed Name

Title

Title

Signature

Signature

Date

Date

**Please call (951)360-5156 with any questions or comments and ask for
Thank you for contacting Mobile Modular.**

Karina Olvera

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

11450 Mission Blvd Mira Loma CA 91752
Ph (951)360-5100 Fax (951)360-6622
www.MobileModularRents.com

Contract Addendum

Date: 8/4/2016

Customer : Fountain Valley SD
Billing Address: 10055 Slatten Ave
City/State/Zip: Fountain Valley CA 92708

Attn: Isidro Guerra
Phone : 714-843-3249
Fax:
E-mail: guerrai@fvsd.us

Project Name : Tamura School
Site Address : 17340 Santa Suzanne Street
City/State/Zip: Fountain Valley CA 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

| Contract No. | Building ID | Item Description | Addendum Start Date | Addendum Stop Date | Term | Rental Rate |
|--------------|-------------|----------------------|---------------------|--------------------|-----------------|-------------|
| 220022205 | 30627 | Classroom, 24x40 DSA | 6/8/2016 | 6/30/2017 | 12 mo & 23 days | \$ 5,553.50 |
| | | | | | | |

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Fountain Valley SD

Printed Name

Title

Signature

Date

Please call (951)360-5156 with any questions or comments and ask for Karina Olvera
Thank you for contacting Mobile Modular.

Karina Olvera

**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



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: **Capital Facilities Fund / Developer Fees**
DATE: August 1, 2016

Background:

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

Section 66006 (b)(1)

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

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

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

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2015-16 as required under section 66006(b)(1).

Recommendation:

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

DEVELOPER FEES - DATA COLLECTION LOG

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

| BEGINNING FUND BALANCE: | | \$ | 808,981.80 | | | | | | |
|-------------------------|--------------------|-----------------------------|--------------------|------------|-----------------|------------------------------|---------------------------|--------------------|------------------|
| REVENUE DETAIL: | | | | | | | | | |
| | DATE | DEVELOPER NAME | TYPE OF FEE R/C | Sq footage | FEE RECEIVED | PROJECT OR SCHOOL SITE(S) | INVESTMENT GAIN/(LOSS) | INTEREST EARNED | TOTAL REVENUE |
| 1 | 7/1/2015-6/30/2016 | Interest | | | | | | - | 0.00 |
| 2 | 7/13/2015 | Duong, Derek | R | 874 | 1,704.30 | Plavan | | | 1,704.30 |
| 3 | 7/15/2015 | Kabbara, Riad | R | 61 | 118.95 | Newland | | | 118.95 |
| 4 | 7/17/2015 | Khung Phuong Project | R | 1164 | 2,269.80 | Plavan | | | 2,269.80 |
| 5 | 7/23/2015 | Charles Nichols, VCA, Inc. | C | 2153 | 667.43 | Gisler | | | 667.43 |
| 6 | 8/19/2015 | Gambacourt, Rick | R | 599 | 1,168.05 | Gisler | | | 1,168.05 |
| 7 | 8/26/2015 | Tri Pointe Homes, Inc. | R | 2834 | 5,526.30 | Oka | | | 5,526.30 |
| 8 | 8/26/2015 | Tri Pointe Homes, Inc. | R | 2834 | 5,526.30 | Oka | | | 5,526.30 |
| 9 | 8/26/2015 | Tri Pointe Homes, Inc. | R | 2607 | 5,083.65 | Oka | | | 5,083.65 |
| 10 | 8/26/2015 | Tri Pointe Homes, Inc. | R | 2607 | 5,083.65 | Oka | | | 5,083.65 |
| 11 | 8/26/2015 | Tri Pointe Homes, Inc. | R | 2583 | 5,036.85 | Oka | | | 5,036.85 |
| 12 | 8/26/2015 | Tri Pointe Homes, Inc. | R | 2869 | 5,594.55 | Oka | | | 5,594.55 |
| 13 | 9/8/2015 | Robles, Johann & Kim | R | 900 | 1,755.00 | Oka | | | 1,755.00 |
| 14 | 9/15/2015 | Nguyen, Long | R | 784 | 1,528.80 | Tamura | | | 1,528.80 |
| 15 | 10/8/2015 | Farr, Donna and David | R | 1658 | 3,233.10 | Newland | | | 3,233.10 |
| 16 | 10/26/2015 | Chi Dinh Project | R | 1241 | 2,419.95 | Cox | | | 2,419.95 |
| 17 | 10/28/2015 | Cox, Matthew | R | 720 | 1,404.00 | Gisler | | | 1,404.00 |
| 18 | 11/23/2015 | Nguyen, Mary | R | 4870 | 9,496.50 | Cox | | | 9,496.50 |
| 19 | 11/23/2015 | Nguyen, Mary | R | 4870 | 9,496.50 | Cox | | | 9,496.50 |
| 20 | 11/24/2015 | Todd Manthorne Project | R | 650 | 1,267.50 | Courreges | | | 1,267.50 |
| 21 | 11/24/2015 | Hong-Nguyen, Tran My | R | 858 | 1,673.10 | Plavan | | | 1,673.10 |
| 22 | 12/23/2015 | Thien, Tracy Mai | R | 1700 | 3,315.00 | Plavan | | | 3,315.00 |
| 23 | 1/5/2016 | Nguyen, Han | R | 2294 | 4,473.30 | Plavan | | | 4,473.30 |
| 24 | 1/15/2016 | Brooke, Marlo | R | 813 | 1,585.35 | Newland | | | 1,585.35 |
| 25 | 1/26/2016 | Christensen, Gloria | R | 518 | 1,010.10 | Courreges | | | 1,010.10 |
| 26 | 1/27/2016 | Nguyen, Vy Ngoc Dan | R | 3510 | 6,844.50 | Cox | | | 6,844.50 |
| 27 | 2/23/2016 | Palacios, Philip Project | R | 1104 | 2,152.80 | Oka | | | 2,152.80 |
| 28 | 3/2/2016 | Orange Coast Medical Center | C | 4478 | 1,388.18 | Gisler | | | 1,388.18 |
| 29 | 3/29/2016 | McFerran, Caleb | R | 840 | 1,638.00 | Oka | | | 1,638.00 |
| 30 | 4/28/2016 | Nguyen, Tuong | R | 1946 | 3,794.70 | Newland | | | 3,794.70 |
| 31 | 5/17/2016 | Cook, CJ | R | 1415 | 2,759.25 | Courreges | | | 2,759.25 |
| 32 | 5/24/2016 | Doan, Hung | R | 2657 | 5,181.15 | Courreges | | | 5,181.15 |

| | | | | | | | | | | |
|----|-----------|-----------------|---|--|------|----------|-----------|--|--------------|-------------------|
| 33 | 6/2/2016 | Johnson, Tom | R | | 520 | 1,014.00 | Gisler | | | 1,014.00 |
| 34 | 6/6/2016 | Gupta, Sanjeeta | R | | 655 | 1,277.25 | Courreges | | | 1,277.25 |
| 35 | 6/8/2016 | Nguyen, Han | R | | 123 | 239.85 | Plavan | | | 239.85 |
| 36 | 6/14/2016 | Beckman Capital | R | | 3504 | 6,832.80 | Cox | | | 6,832.80 |
| 37 | 6/14/2016 | Beckman Capital | R | | 3504 | 6,832.80 | Cox | | | 6,832.80 |
| 38 | 6/30/2016 | Investment Gain | | | | | | | 0.00 | 0.00 |
| 39 | | | | | | | | | | |
| 40 | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | Total | 120,393.31 |
| | | | | | | | | | | |

DEVELOPER FEES - DATA COLLECTION LOG

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

EXPENDITURE DETAIL:

| | | | | % OF | ESTIMATED | | | | | |
|-------------|--------------------|---------------------------|------------------|----------------|------------------|------------------|---------------|---------------|--------------------|------------------|
| | PUBLIC | COST OF | PROJECT | START | | REPAYMENT | REFUND | AMOUNT | | |
| DATE | IMPROVEMENT | EACH IMPROVEMENT | FUNDED | DATE OF | School | DATE OF | FEES | OF | TOTAL | |
| | PROJECT | P.O. # | WITH FEES | PROJECT | Site | LOAN | TO | REFUND | EXPENDITURE | |
| 1 | 7/1/2015-6/30/2016 | Admin Fee Exp | | | | | | | 3,611.79 | |
| 2 | 7/1/2015-6/30/2016 | Interest Exp | | | | | | | 559.90 | |
| 3 | 7/1/2015-6/30/2016 | Lunch Tables | J20R0822 | 100 | | Various | | | 17,216.29 | |
| 4 | 7/1/2015-6/30/2016 | Talbert Drain Line Repair | J20M4070 | 100 | | Talbert | | | 8,200.00 | |
| 5 | 7/1/2015-6/30/2016 | Special Ed Office Remodel | J20M4047 | 100 | | Newland | | | 14,950.00 | |
| | | | | | | | | | Total | 44,537.98 |

ENDING FUND BALANCE:

884,837.13



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
Joe Hastie, Supervisor, Maintenance
SUBJECT: **APPROVE RFP-10 CHANGE ORDER TO PARAGON SYSTEMS
IN THE AMOUNT OF \$43,555.16**
DATE: August 5, 2016

Background:

In February 2016, the Board approved RFP-10 and contract with Paragon Systems in the amount \$84,485.50 to install cabling throughout the District to support 1:1 wireless access points that are eligible for E-Rate funding. Subsequently, after review of the initial proposed work, the Maintenance and Technology Departments determined that a portion of the work could be completed "in house". On April 8, 2016, the Board approved a revised contract amount of \$56,694.11.

In order to support current school programs and in an effort to make Wi-Fi access available to all students enrolled in Extended School Programs, the District has identified additional classrooms and wiring needed to support 1:1 Wi-Fi. These additional rooms are not supported by the E-rate fund and will be funded by Extended School Program funds.

Fiscal Impact:

There will be no additional fiscal impact to the General Fund upon approval of this change order. Additional costs of \$43,555.16 will be funded through the Extended School Program.

Recommendation:

It is recommended that the Board of Trustees approves RFP-10 change order to Paragon Systems in the amount of \$43,555.16.



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
Joe Hastie, Supervisor, Maintenance
SUBJECT: **APPROVE DISTRICT USE OF THE 2016 CMAS CONTRACT AND ANY EXTENSIONS TO PURCHASE VEHICLES AND LARGE EQUIPMENT TO MEET THE NEEDS OF THE DISTRICT.**
DATE: August 5, 2016

Background:

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive by the California Department of General Services (DGS). In February 2016 new vehicle contracts were issued by the State and Board approval is required to utilize the new contracts and take advantage of the substantial cost savings when making future vehicle purchases. Purchases over the current bid limit of \$87,800 will still require additional Board approval.

Fiscal Impact:

There are no ongoing costs to utilize CMAS. Cost of vehicles as purchased are paid directly to the approved vendor.

Recommendation:

It is recommended that the Board of Trustees approves District use of the 2016 CMAS contract and any extensions to purchase vehicles and large equipment to meet the needs of the District.



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
Joe Hastie - Supervisor, Maintenance
SUBJECT: **APPROVE THE CONTRACT WITH QUALITY BIDDERS TO PROVIDE PRE-QUALIFICATION SERVICES AND ADOPT THEIR PROCESS AND PROCEDURE FOR PRE-QUALIFYING CONTRACTORS IN COMPLIANCE WITH AB1565 AND DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) STANDARDS**
DATE: August 8, 2016

Background:

California Assembly Bill (AB) 1565 went into effect on January 1, 2014. AB1565 requires that school districts with more than 2,500 students must pre-qualify bidders (contractors and mechanical/electrical/plumbing subcontractors) for construction contracts:

- If project value is greater than \$1,000,000
 - This applies to all projects exceeding \$1M, regardless of the value of the prime and/or subcontractors' work on the project.
- If project is funded, in whole or in part:
 - With any current or future state bonds or state match funds
 - With funds received in accordance with the Leroy F. Greene Facilities Act of 1998

AB 1565 requires school districts to:

- Use a standardized questionnaire that meets Department of Regulation's guidelines.
- Include a standardized rating system to evaluate completed questionnaires and financial statements.
- Provide an appeal process for rejected contractors.
- Include a listing of approved bidders to be posted on District website.
- Pre-qualify bidders on an annual basis.

Research was conducted by staff to find a set of tools that simplify the process of accepting, processing and storing these applications in order to reduce total cost to the District. The District does not currently have the staff or expertise to gather, store, process, and update this information as it is received.

Fiscal Impact:

The annual costs for pre-qualifying services, use of software portal, and upgrades are \$9,250.00.

Recommendation:

It is recommended that the Board of Trustees approves the contract with QualityBidders to provide pre-qualification services and adopts their process and procedure for pre-qualifying contractors in compliance with AB1565 and Department of Industrial Relations (DIR) standards.



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director of Support Services
SUBJECT: **REVISED BOARD POLICY 5145.3
NONDISCRIMINATION/HARASSMENT (SECOND READING)**
DATE: August 5, 2016

Background:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for adoption due to changes in Education Code or statute.

Board Policy 5145.3 has been updated to include language that incorporates discrimination based on a student's gender identity, including discrimination based on a student's transgender status. These revisions are based on guidance coming from a publication issued jointly by the U.S. Department of Justice and U.S. Department of Education on May 13, 2016.

The revised policy was presented to the Board of Trustees for first reading on July 28, 2016.

Fiscal Impact:

None known at this time

Recommendation:

It is recommended that revisions to Board Policy 5145.3 NONDISCRIMINATION/HARASSMENT be approved for second reading and adoption by the Board of Trustees with changes as necessary.

NONDISCRIMINATION/HARASSMENT

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying of any student based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

(cf. [0410](#) - *Nondiscrimination in District Programs and Activities*)

(cf. [5131](#) - *Conduct*)

(cf. [5131.2](#) - *Bullying*)

(cf. [5137](#) - *Positive School Climate*)

(cf. [5145.9](#) - *Hate-Motivated Behavior*)

(cf. [5146](#) - *Married/Pregnant/Parenting Students*)

(cf. [6164.6](#) - *Identification and Education under Section 504*)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above. Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any student who files or otherwise participates in the filing or investigation of a complaint or report regarding an incident of discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall

NONDISCRIMINATION/HARASSMENT

regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1330 - Use of Facilities)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension, or expulsion. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21- Professional Standards)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 5145.2 - Freedom of Speech/Expression)

NONDISCRIMINATION/HARASSMENT

Grievance Procedures

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent, Personnel
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3231

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public, posting them on the district's web site and other prominent locations and providing easy access to them through district supported social media, when available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

NONDISCRIMINATION/HARASSMENT

2. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Annually notify all students and parents/guardians of the district's nondiscrimination policy. The notice shall inform students and parents/guardians of the possibility that students will participate in a sex-segregated school program or activity together with another student of the opposite biological sex, and that they may inform the compliance officer if they feel such participation would be against the student's religious beliefs and/or practices or a violation of his/her right to privacy. In such a case, the compliance officer shall meet with the student and/or parent/guardian who raises the objection to determine how best to accommodate that student. The notice shall inform students and parents/guardians that the district will not typically notify them of individual instances of transgender students participating in a program or activity.

(cf. 5145.6 - Parental Notifications)

4. The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include guidelines for addressing issues related to transgender and gender-nonconforming students.

NONDISCRIMINATION/HARASSMENT

- (cf. 1240 - Volunteer Assistance)
- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

7. Annually inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

NONDISCRIMINATION/HARASSMENT

5. Taking appropriate disciplinary action against perpetrators and anyone determined to have engaged in wrongdoing, including any student who is found to have made a complaint of discrimination that he/she knew was not true

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, the principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal, within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying shall immediately intervene to stop the incident when safe to do so. (Education Code 234.1)

When any report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is submitted to or received by the principal or compliance officer, he/she shall inform the student or parent/guardian of the right to file a formal complaint pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Any report of unlawful discrimination involving the principal, compliance officer, or any other person to whom the complaint would ordinarily be reported or filed shall instead be submitted to the Superintendent or designee. Even if the student chooses not to file a formal complaint, the principal or compliance officer shall implement immediate measures necessary to stop the discrimination and to ensure all students have access to the educational program and a safe school environment.

NONDISCRIMINATION/HARASSMENT

Upon receiving a complaint of discrimination, the compliance officer shall immediately investigate the complaint in accordance with the district's uniform complaint procedures specified in AR 1312.3.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity means a student's gender-related identity, appearance, or behavior, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity or gender expression is different from that traditionally associated with the assigned sex at birth.

Acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, regardless of whether they are sexual in nature, where the act has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited under state and federal law. Examples of types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a transgender student because his/her mannerisms, hairstyle, or style of dress correspond to his/her gender identity, or a non-transgender

NONDISCRIMINATION/HARASSMENT

student because his/her mannerisms, hairstyle, or style of dress do not conform to stereotypes for his/her gender or are perceived as indicative of the other sex

3. Blocking a student's entry to the bathroom that corresponds to his/her gender identity because the student is transgender or gender-nonconforming
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students. Examples of bases for complaints include, but are not limited to, the above list as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. Right to privacy: A student's transgender or gender-nonconforming status is his/her private information and the district will only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In the latter instance, the district shall limit disclosure to individuals reasonably believed to be able to protect the student's well-being. Any district employee to whom a student discloses his/her transgender or gender-nonconforming status shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this procedure, and shall inform the student that honoring the

NONDISCRIMINATION/HARASSMENT

student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the physical, emotional, and other significant risks to the student, the compliance officer may consider discussing with the student any need to disclose the student's transgender or gender-nonconformity status to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion unless district personnel present a credible basis for believing that the student's assertion is for an improper purpose. In such a case, the compliance officer shall document the improper purpose and, within seven school days of receiving notification of the student's assertion, shall provide a written response to the student and, if appropriate, to his/her parents/guardians.
3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify potential issues, including transition-related issues, and to develop strategies for addressing them. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action could be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the student's arrangements are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

NONDISCRIMINATION/HARASSMENT

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** The district may maintain sex-segregated facilities, such as restrooms and locker rooms, and sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs. A student shall be entitled to access facilities and participate in programs and activities consistent with his/her gender identity. If available and requested by any student, regardless of the underlying reason, the district shall offer options to address privacy concerns in sex-segregated facilities, such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. **Student Records:** A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed pursuant to a court order. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents.

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. **Names and Pronouns:** If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns shall not constitute a violation of this administrative regulation or the accompanying district policy.

7. **Uniforms/Dress Code:** A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

Students

BP 5145.3(b)

NONDISCRIMINATION/HARASSMENT
(cf. 5132 - Dress Code)

Policy
Adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: Board Item – Special Education Settlement Agreement 1
DATE: August 5, 2016

Background:

According to the Special Education Settlement Agreement signed on August 1, 2016, between Parents and the Fountain Valley School District, it was agreed to reimburse parents an amount not to exceed Sixty Thousand Dollars (\$60,000.00). The Parties acknowledge that the Agreement shall cover all of the District's educational obligations to Student through June 23, 2017. Attorney fees incurred on behalf of the student will be paid directly to the attorney. Educational services will be paid directly to the parents. Term of settlement agreement is August 2, 2016 thru June 23, 2017.

Fiscal Impact:

Not to exceed \$60,000.00

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement.

Board meeting of August 11, 2016



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **Board Item – Special Education Settlement Agreement 2**
DATE: August 5, 2016

Background:

According to the Special Education Settlement Agreement signed on July 28, 2016, between Parents and the Fountain Valley School District, Parties agree on educational placement and services of student for the 2016-2017 school year. Term of settlement agreement is 2016-2017 school year.

Fiscal Impact:

No fiscal impact.

Recommendation:

It is recommended that the Board of Trustees approves this settlement agreement.



Fountain Valley School District
Support Services

MEMORANDUM

TO: Board of Trustees
FROM: Cara Robinson, Director, Support Services
SUBJECT: **SPECIAL EDUCATION SETTLEMENT AGREEMENT
AMENDMENT**
DATE: August 5, 2016

Background:

Original Special Education Settlement Agreement between parents and the Fountain Valley School District was Board approved on April 14, 2016. Item number 22, Tolling Agreement, has been amended as such; the District agrees that Student may file for due process with Office of Administrative Hearings (OAH) on or before September 2, 2016. This extends the original timeline of July 30, 2016.

Fiscal Impact:

No additional costs.

Recommendation:

It is recommended that the Board of Trustees approves the Special Ed Settlement Agreement Amendment covering item number 22, Tolling Agreement.

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: July 25, 2016

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

Board Meeting Date: August 11, 2016

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/ Addendum | Effective Dates |
|----------------|---|----------------------------|----------------------------------|
| | Olive Crest Academy W17025 | \$26,633.18 | July 1, 2016 to June 30, 2017 |
| | Behavior Solutions, Inc. W17030 | \$0.00 | July 1, 2016 to June 30, 2017 |
| | Speech Language Development Center W17028 | \$19,584.50 | July 1, 2016 to June 30, 2017 |
| | Speech and Language Development Center W17027 | N/A | July 1, 2016 to June 30, 2017 |

Approved by the FVSD Board of Trustees
August 11, 2016

Dr. Mark Johnson
Superintendent

Date:

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 11th of August, 2016 between the Fountain Valley School District, County of Orange and Olive Crest Academy for
(Local Education Agency) (Nonpublic School or Agency)

W17025 born on _____, who is a resident of Fountain Valley School District
(Name of Student) (Date of Birth) (Local Education Agency)

of Orange County.

ORIGINAL CONTRACT – July 01, 2016 to February 14, 2017

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Original Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education | NPS | Per Diem | \$ 166.36 | 116 | \$ 19,297.76 |
| Counseling (1x30min/wk Individ & 1x30min/wk Group) | NPS | Inclusive | \$ 0.00 | 48 | 0.00 |
| Speech/Language – Group (2x30min/wk) | NPS | 30 Minutes | \$ 50.71 | 48 | 2,434.08 |
| TOTAL ORIGINAL CONTRACT COST: | | | | | \$ 21,731.84 |

ADDENDUM CONTRACT – July 01, 2016 to June 30, 2017

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Addendum Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education | NPS | Per Diem | \$ 166.36 | 93 | \$ 15,471.48 |
| Counseling (1x30min/wk Individ & 1x30min/wk Group) | NPS | Inclusive | \$ 0.00 | 40 | 0.00 |
| Speech/Language – Group (2x30min/wk) | NPS | 30 Minutes | \$ 50.71 | 40 | 2,028.40 |
| Transportation (RT/day) | NPS | Round-trip | \$ 43.70 | 209 | 9,133.30 |
| TOTAL ADDENDUM CONTRACT COST: | | | | | \$ 26,633.18 |

AMENDED CONTRACT – July 01, 2016 to June 30, 2017

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Amended Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education | NPS | Per Diem | \$ 166.36 | 209 | \$ 34,769.24 |
| Counseling (1x30min/wk Individ & 1x30min/wk Group) | NPS | Inclusive | \$ 0.00 | 88 | 0.00 |
| Speech/Language – Group (2x30min/wk) | NPS | 30 Minutes | \$ 50.71 | 88 | 4,462.48 |
| Transportation (RT/day) | NPS | Round-trip | \$ 43.70 | 209 | 9,133.30 |
| TOTAL AMENDED CONTRACT COST: | | | | | \$ 48,365.02 |

This AMENDED Service shall begin on July 1, 2016 and shall terminate at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Olive Crest Academy

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson

(Type Name of Superintendent)

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 11th of August, 2016 between the Fountain Valley School District, County of Orange and Behavior Solutions, Inc. for
(Local Education Agency) (Nonpublic School or Agency)

W17030 born on _____, who is a resident of Fountain Valley School District
(Name of Student) (Date of Birth) (Local Education Agency)

of Orange County.

ORIGINAL CONTRACT – July 01, 2016 to January 25, 2017

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Original Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| Behavior Intervention – Supervision (2x180min/yr) | NPA | 3 Hours | \$ 250.00 | 2 | \$ 500.00 |
| TOTAL ORIGINAL CONTRACT COST: | | | | | \$ 500.00 |

ADDENDUM CONTRACT – July 01, 2016 to June 30, 2017

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Addendum Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Behavior Intervention – Supervision (2x180min/yr) | NPA | 3 Hours | \$ 250.00 | -2 | \$ -500.00 |
| Behavior Intervention – Consultation (1x360min/yr) | NPA | 30 Minutes | \$ 41.67 | 12 | 500.00 |
| TOTAL ADDENDUM CONTRACT COST: | | | | | \$ 0.00 |

AMENDED CONTRACT – July 01, 2016 to June 30, 2017

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Amended Cost |
|--|---------------|-------------------|------------------|----------------------|--------------------|
| Behavior Intervention – Consultation (1x360min/yr) | NPA | 30 Minutes | \$ 41.67 | 12 | \$ 500.00 |
| TOTAL AMENDED CONTRACT COST: | | | | | \$ 500.00 |

This AMENDED Service shall begin on July 1, 2016 and shall terminate at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson

(Type Name of Superintendent)

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 11th of August, 2016 between the Fountain Valley School District, County of Orange and Speech and Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)

W17028 born on _____, who is a resident of Fountain Valley School District

(Name of Student) (Date of Birth) (Local Education Agency) of Orange County.

ORIGINAL CONTRACT – July 01, 2016 to January 25, 2017

| SERVICES AS PROVIDED IN ORIGINAL CONTRACT | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Original Cost |
|--|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education | NPS | Per Diem | \$ 155.00 | 102 | \$ 15,810.00 |
| Adaptive PE (2x30min/wk) | NPS | 60 Minutes | \$ 99.00 | 23 | 2,277.00 |
| Speech/Language – Individual (8x30min/month) | NPS | 60 Minutes | \$ 99.00 | 28 | 2,772.00 |
| Occupational Therapy – Individual (1x30min/wk) | NPS | 60 Minutes | \$ 99.00 | 11.5 | 1,138.50 |
| TOTAL ORIGINAL CONTRACT COST: | | | | | \$ 21,997.50 |

ADDENDUM CONTRACT – July 01, 2016 to June 30, 2017

| SERVICES ADDED BY THIS ADDENDUM | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Addendum Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education | NPS | Per Diem | \$ 155.00 | 98 | \$ 15,190.00 |
| Adaptive PE (2x30min/wk) | NPS | 60 Minutes | \$ 99.00 | -23 | (2,277.00) |
| Adaptive PE (2x30min/wk) | NPS | 60 Minutes | \$ 88.00 | 40 | 3,520.00 |
| Speech/Language – Individual (8x30min/month) | NPS | 60 Minutes | \$ 99.00 | 16 | 1,584.00 |
| Occupational Therapy – Individual (1x30min/wk) | NPS | 60 Minutes | \$ 99.00 | 8.5 | 841.50 |
| Occupational Therapy – Consultation (2x20min/month) | NPS | 60 Minutes | \$ 99.00 | 7.33 | 726.00 |
| TOTAL ADDENDUM CONTRACT COST: | | | | | \$ 19,584.50 |

AMENDED CONTRACT – July 01, 2016 to June 30, 2017

| SERVICES AS PROVIDED IN AMENDED CONTRACT | Provider Type | Per Session Total | Cost per Session | Maximum No. Sessions | Total Amended Cost |
|---|---------------|-------------------|------------------|----------------------|---------------------|
| Basic Education | NPS | Per Diem | \$ 155.00 | 200 | \$ 31,000.00 |
| Adaptive PE (2x30min/wk) | NPS | 60 Minutes | \$ 88.00 | 40 | 3,520.00 |
| Speech/Language – Individual (8x30min/month) | NPS | 60 Minutes | \$ 99.00 | 44 | 4,356.00 |
| Occupational Therapy – Individual (1x30min/wk) | NPS | 60 Minutes | \$ 99.00 | 20 | 1,980.00 |
| Occupational Therapy – Consultation (2x20min/month) | NPS | 60 Minutes | \$ 99.00 | 7.33 | 726.00 |
| TOTAL AMENDED CONTRACT COST: | | | | | \$ 41,582.00 |

This AMENDED Service shall begin on July 1, 2016 and shall terminate at 5:00 p.m. on June 30, 2017 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech and Language Development Center

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

(Signature)

Date

(Type Name and Title)

Dr. Mark Johnson

(Type Name of Superintendent)

*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 |
| | |
| IV. <u>PERSONNEL</u> | |
| 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 |
| | |
| V. <u>HEALTH AND SAFETY MANDATES</u> | |
| 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 |
| | |
| VI. <u>FINANCIAL</u> | |
| 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 30th, 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 (10th) 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 31st 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 (10th) 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 1st 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

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 |
| Nonpublic School/Agency/Related Service Provider | Name and Title WOCCE |
| Address | LEA 5832 Bolsa Avenue |
| City State Zip | Address Huntington Beach CA 92649 |
| Phone Fax | City State Zip 714-903-7000, ext 4615 714-372-8109 |
| Email | Phone Fax |
| | 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 _____

A. Basic Education Program/Special Education Instruction
 Basic Education Program/Dual Enrollment

| Rate | Period |
|--------|----------|
| 155.00 | PER DIEM |

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

B. Related Services

| | Original | Revised | |
|---|-----------------|-------------------|--------|
| (1) a. Transportation – Round Trip | 40.00-58.17 | 40.00/49.00/59.50 | 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 | 88.00 | Hourly |
| b. Adapted Physical Education – Group of _____ | | | |
| c. Adapted Physical Education – Group of _____ | | | |
| (4) a. Language and Speech Therapy – Individual | 99.00 | 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) | | 19.50 | Hourly |
| b. Additional Instructional Assistant – Group of 2 | | | |
| c. Additional Instructional Assistant – Group of 3 | | | |
| d. Additional Instructional Assistant – Bus Aide 1:1 | | 19.50 | Hourly |
| (6) Intensive Special Education Instruction** | | | |
| (7) a. Occupational Therapy – Individual | 99.00 | 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 | 99.00 | Hourly |
| (9) a. Physical Therapy – In Center Clinic | | | |
| b. Behavior Intervention – Supervision (BCBA) | | 90.00 | Hourly |
| Provided by: _____ | | | |
| (10) Nursing Services | | | |
| (11) Psychological Services/Counseling | 99.00 | 96.00 | Hourly |
| (12) Residential Board and Care | | | |
| (13) Residential Mental Health Services | | | |
| (14) AAC Consultation | | 99.00 | Hourly |

*Parent transportation reimbursement rates are to be determined by the LEA.
 **By credentialed Special Education Teacher.