



Fountain Valley School District

BOARD OF TRUSTEES  
REGULAR MEETING

**AGENDA**

Board Room  
10055 Slater Avenue  
Fountain Valley, CA

**November 17, 2016**

- CALL TO ORDER: 5:30PM
- ROLL CALL
- APPROVAL OF AGENDA

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

**BOARD WORKSHOP**

**1. BOARD WORKSHOP: NEXT STEPS IN FACILITIES**

The Board of Trustees will join senior staff for a workshop to discuss next steps regarding facilities in the Fountain Valley School District given the recent election results and Measure O.

- 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.*

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

**SPECIAL PRESENTATIONS**

**2. RECOGNITION OF FOUNTAIN VALLEY SCHOOLS FOUNDATION AND SUCCESS OF THE 2016 SUMMER ENRICHMENT ACADEMY**

The Board of Trustees would like to recognize the hard work and dedication of the Fountain Valley Schools Foundation in their support of our students. The Board of Trustees will join staff and the community in celebrating the remarkable success of the 2016 Summer Enrichment Academy.

- RECESS

**BOARD REPORTS AND COMMUNICATIONS**

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

**PUBLIC COMMENTS**

*Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. 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. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

M \_\_\_\_\_  
2<sup>nd</sup> \_\_\_\_\_  
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**

- 3-A.** Board Meeting Minutes from October 13<sup>th</sup> regular meeting
- 3-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 3-C.** Donations
- 3-D.** Warrants
- 3-E.** Purchase Order Listing
- 3-F.** Budget Adjustments

**Consent Items****3-G. ANNUAL ORGANIZATIONAL MEETING**

Superintendent's Comments: It is recommended that the Board of Trustees selects Thursday, December 8, 2016 as the date of the annual organizational meeting, in accordance with the provisions of Education Code Sections 35143 and 72000. The meeting shall begin at 7pm.

**3-H. APPROVAL OF PROPOSAL BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION INSTRUCTIONAL SERVICES DIVISION AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE CALIFORNIA NGSS MODEL TRAINING FOR OUR MIDDLE SCHOOL SCIENCE TEACHERS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the proposal for OCDE NGSS training for our middle school science teachers.

We would also like to recommend that OCDE be added to the Independent Contractor list for the 2016/2017 school year which was approved at the Board meeting of September 8, 2016.

**3-I. APPROVAL OF THE CONTRACT WITH TREBRON COMPANY INC. TO PROVIDE INTERNET FILTERING SERVICES USING SECURLY ANYWHERE FILTERING**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract with Trebron Company Inc. to provide internet filtering services, using Securly Anywhere Filtering, through June 30, 2020.

**3-J. APPROVAL OF THE CONTRACT TO PROVIDE TRANSPORTATION SERVICES, AS NEEDED, TO THE OCEAN VIEW SCHOOL DISTRICT DURING THE 2016-2017 SCHOOL YEAR**

Superintendent's Comments: It is recommended that the Board of Trustees approves the contract to provide transportation services, as needed, to Ocean View School District during the 2016-2017 school year.

**3-K. CONTRACT FOR TITLE I PRIVATE SCHOOL SERVICES – MARISA CHOHAN**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Contract for Title I Private School Services.

**3-L. APPROVAL OF CONSULTING AGREEMENT BETWEEN GROWING EDUCATORS, INCORPORATED AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE AN OVERVIEW OF INTERACTIVE READ ALOUD TO TAMURA TK-5 TEACHERS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the agreement between Growing Educators, Inc. and Fountain Valley School District.

We would also like to recommend that Growing Educators, Inc. be added to the Independent Contractor list for the 2016/2017 school year which was approved at the Board meeting of September 8, 2016.

**3-M. LIFESIGNS SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the service agreement with Lifesigns for November 11, 2016 thru June 30, 2017 and authorizes the Superintendent or designee to sign all documents.

**3-N. SPECIAL ED SETTLEMENT AGREEMENT (REF: 111716AN)**

Superintendent's Comments: It is recommended that the Board of Trustees approves this settlement agreement.

**3-O. SPECIAL ED SETTLEMENT AGREEMENT (REF: 111716GD)**

Superintendent's Comments: It is recommended that the Board of Trustees approves this settlement agreement.

**3-P. SPECIAL ED SETTLEMENT AGREEMENT (REF: 111716HS)**

Superintendent's Comments: It is recommended that the Board of Trustees approves this settlement agreement.

**3-Q. RATIFY THE LISTED MEMBERS OF THE DISTRICT'S REAL PROPERTY ADVISORY COMMITTEE (COMMONLY KNOWN AS 7-11 COMMITTEE)**

Superintendent's Comments: It is recommended that the Board of Trustees ratifies the above listed members of the District's Real Property Advisory Committee.

**3-R. 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
ECE 4 Autism	N/A	10/12/16-6/30/17
ECE 4 Autism	\$57,055	10/12/16-6/30/17
Port View Preparatory School, Inc.	N/A	11/1/16-6/30/17
Port View Preparatory School, Inc.	\$57,275	11/1/16-6/23/17

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

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The annual meeting of the Fountain Valley School District Board of Trustees is on Thursday, December 8, 2016 at 7:00pm.**

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

*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 November 17, 2016



SO 2016-17/B17-10  
Fountain Valley School District  
Superintendent's Office

MEMORANDUM

TO: Board of Trustees  
FROM: Mark Johnson, Ed.D., Superintendent  
**SUBJECT: BOARD WORKSHOP: NEXT STEPS IN FACILITIES**  
DATE: November 10, 2016

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**Background:**

The Board of Trustees will join senior staff for a workshop to discuss next steps regarding facilities in the Fountain Valley School District given the recent election results and Measure O.

Board meeting of November 17, 2016



SO16-17/B17-9  
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: **Recognition of Fountain Valley Schools Foundation and Success of the 2016 Summer Enrichment Academy**  
DATE: November 10, 2016

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**Background:**

The Board of Trustees would like to recognize the hard work and dedication of the Fountain Valley Schools Foundation in their support of our students. The Board of Trustees will join staff and the community in celebrating the remarkable success of the 2016 Summer Enrichment Academy.

Developed by the Fountain Valley Schools Foundation to prevent summer learning loss for students in the Fountain Valley School District during the 2016 summer, the Summer Enrichment Academy welcomed 119 students into 8 classes focusing on courses such as Creative Writing, Coding, Robotics, Ceramics and Jumpstart K-2. This successful first year endeavor raised \$38,176.25 for the Fountain Valley Schools Foundation, enriching its support of STEM and arts education in the Fountain Valley School District.

The Board of Trustees welcomes Fountain Valley Schools Foundation President Judy Edwards along with Summer Enrichment Academy Directors Brooke James, Lindsey Moothart and Lauren Voss to the regular meeting of the Board of Trustees and celebrates their amazing accomplishment on behalf of students in our District.

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

**REGULAR MEETING OF THE BOARD OF TRUSTEES**

10055 Slater Avenue  
Fountain Valley, CA 92708

**October 13, 2016**

**MINUTES**

President Galindo called the regular meeting of the Board of Trustees to order at 6:15pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

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

AGENDA APPROVAL

**Second:** Mr. Collins

**Vote:** 5-0

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*  
Student expulsion(s) or disciplinary matters for violation of Board Policy 5144.1.



- Negotiations: *Government Code 54957.6*  
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- Public Employee Performance Evaluation:  
*Government Code Section 54957 & 54957.1*  
Update and review of negotiations with the FVEA and The Board will meet in closed session to discuss the annual performance evaluation of the superintendent.

The public portion of the meeting resumed at 7:05pm.

PLEDGE OF  
ALLEGIANCE

Mrs. Schultz led the Pledge of Allegiance.

### **BOARD REPORTS AND COMMUNICATIONS**

Mrs. Schultz's activities since the last Board meeting included: Back to School Nights at Cox and Masuda and the OCSBA/ACSA Joint Dinner.

Mrs. Crandall congratulated staff embracing a growth mindset, instead of fixed mindset, as evidenced in work going on in our District. Mrs. Crandall's activities since the last Board meeting included: OCSBA/ACSA Joint Dinner and PAGE meeting, tours of Tamura, Talbert, Oka, Newland, Cox and Courreges, Back to School Night at Cox, Plavan and Talbert, Boys and Girls Club Twilight meeting, Mayor's Breakfast, CSBA Back to School webinar, Coast Community College informative breakfast commemorating anniversary of Mendez v. Westminster, FVSF 2<sup>nd</sup> Annual Marc Ecker Golf Tournament, and spoke to a Boy Scout Troop regarding being a trustee.

Mr. Collins' activities since the last meeting included: presentation by Kathy Green of Fountain Valley Water District to Fountain Valley Rotary, SPC meeting, Mayor's Breakfast, tours of Masuda, Newland and Gisler, Back to School Nights at Fulton and Newland, FVSF meeting, FVSF 2<sup>nd</sup> Annual Marc Ecker Golf Tournament, and OCSBA/ACSA Joint Dinner and PAGE meeting. In honor of October as Breast Cancer Awareness Month, Mr. Collins encouraged the audience to do what they can to support cancer research.

Mr. Cunneen's activities since the last Board meeting included: Back to School Nights at Plavan and Masuda, tours of Plavan, Tamura, Talbert, Oka, Cox and Fulton, and FVSF 2<sup>nd</sup> Annual

Marc Ecker Golf Tournament.

Mrs. Galindo’s activities since the last meeting included: tours of Masuda, Courreges and Plavan, Back to School Nights at Gisler and Fulton, discussions in the community regarding our Facilities Master Plan, and meetings with Dr. Johnson to prepare for this evening’s agenda as well as the September 29<sup>th</sup> special Board meeting.

**PUBLIC HEARINGS**

The Board of Trustees conducted a public hearing for the purpose of receiving public comment on the certification of provisions of standards-aligned instructional materials for the Fountain Valley School District. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

CERTIFICATION OF PROVISIONS OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

A public hearing was held for the purpose of receiving public comment on the initial contract proposals between the Fountain Valley School District and the California School Employees Association, Chapter #358 for the 2016-17 school year. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

PUBLIC HEARING ON INITIAL CONTRACT PROPOSALS BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #358 FOR 2016-17

**PUBLIC COMMENTS**

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

**LEGISLATIVE SESSION**

Mr. Collins requested that Item 3D Donations be pulled for separate vote.

CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS

**Motion:** Mrs. Crandall moved to approve the Consent Calendar with the exception of Item 3D.

Second: Mr. Cunneen

Vote: 5-0

**Motion:** Mr. Cunneen moved to approve Item 3D Donations.

Second: Mrs. Schultz

Mr. Collins commended the generous support of our parent groups at each of our sites, noting that we are grateful for a community of supportive parents.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from the September 8<sup>th</sup> regular meeting
- Board Meeting Minutes from the September 29<sup>th</sup> special meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Receipt of California School Employees Association, Chapter 358's Initial Proposal for 2016-17
- Presentation of Fountain Valley School District's 2016-17 Initial Contract Proposals to California School Employees Association, Chapter #358
- Williams Uniform Complaint Quarterly Report
- Resolution 2017-11: Certification of Provision of Standards-Aligned Instructional Materials
- Board Policy 5123: Promotion/Retention/Acceleration (Second Reading and Adoption)
- Retainer Agreement for Legal Services in 2016-17 School Year with the Harbottle Law Group
- OCDE Imaging/Workflow System Services Software Support Service Agreement #43429
- Agreement with TLC Auctions for Disposal of District Surplus Property

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

Dr. Johnson      Commended Drs. McLaughlin and Hoefler for all of their efforts, detailing the extensive work done over the last month. In addition, he commended the FVSF for their generous contributions to our schools including the Summer Enrichment Academy and the 2<sup>nd</sup> Annual Marc Ecker Golf Tournament. He

highlighted the committee involved in the golf tournament, noting that it was phenomenal. Furthermore, he detailed the work being done in preparation for next summer's Summer Enrichment Academy. Lastly, he highlighted teacher Hung Dao and the grant that she wrote for robotics at Tamura through a program with Farmers' Insurance, encouraging everyone to vote in support of her and this grant. He commended Mrs. Fullerton for her work on presentations regarding our facility needs. He noted the recent presentation to the Fountain Valley Women's Club. In closing, he commended his leadership team, noting that we are truly blessed in FVSD.

Mr. Collins        Noted as well the wonderful support of the Huntington Beach Assistance League, thanking them for their support of our District.

#### **ADJOURNMENT**

**Motion:**        Mr. Collins moved to adjourn the meeting at 7:35pm.

**Second:**        Mrs. Crandall

**Vote:**            Unanimously approved

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**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
November 17, 2016**

**1.0 EMPLOYMENT FUNCTIONS:**

1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF ADDITIONAL DUTY ASSIGNMENTS FOR INDUCTION SUPPORT PROVIDERS FOR YEAR ONE AND YEAR TWO 2016-2017 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>AMOUNT</u>	<u>BUDGET</u>	<u>DATE</u>
1.1.1	Lewis, Kathy	Lead Support Provider For 12 induction PTs	\$2,500(less benefits)	016109275-1954	2016-17 School Year
1.1.2	Johnston, Terry	Support Provider for 2	\$2,400(less benefits)	016019275-1115	2016-17 School Year
1.1.3	Brunner, Michael	Support Provider for 2	\$2,400(less benefits)	016019275-1115	2016-17 School Year
1.1.4	Hubbard, Randi	Support Provider for 3	\$3,600(less Benefits)	016019275-1115	2016-17 School Year
1.1.5	Lewis, Kathy	Support Provider for 2	\$2,400(less benefits)	016019275-1115	2016-17 School Year
1.1.6	Brignardello, Alyssa	Support Provider for 2	\$2,400(less benefits)	016019275-1115	2016-17 School Year
1.1.7	Hogrebe, Elizabeth	Support Provider for 1	\$1,200(less benefits)	016019275-1115	2016-17 School Year

1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Evans, Melanni	School Nurse	DO	Maternity	10/03/2016
1.2.2	Kobzeff, Julie	Middle School Teacher	Fulton	Maternity	01/03/2017
1.2.3	Adams, Timothy	Classroom Teacher	Gisler	Medical	10/05/2016

1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED LIMITED TERM INTERVENTION TEACHER, JENNIFER MUSCHETTO, EFFECTIVE 10/24/2016 HOURLY RATE OF PAY \$29.35.

1.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE SCHOOL CALENDAR FOR 2017-2018 SCHOOL YEAR (see attachment).

1.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TENTATIVE SCHOOL CALENDAR FOR 2018-2019 SCHOOL YEAR (see attachment).

**2.0 INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

2.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF STUDENT TEACHING FIELDWORK AGREEMENT WITH THE CONCORDIA UNIVERSITY EFFECTIVE JANUARY 1, 2017.

**FOUNTAIN VALLEY SCHOOL DISTRICT  
PERSONNEL ITEMS FOR APPROVAL  
November 17, 2016**

**3.0 EMPLOYMENT FUNCTIONS**

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.1.1	Vega, Theresa	Tamura	IA Special Ed	11/10/2016

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
3.2.1	Yi, Anna	Fulton	SLPA	11/09/2016
3.2.2	Johnson, Jennifer	Fulton	Library Media Technician	11/07/2016
3.2.3	Blake, Annette	Oka State Preschool	Preschool Instructor	11/02/2016
3.2.4	Pham, Tiffany	Plavan	ESP Aide	10/17/2016
3.2.5	Vaughn, Sarita	Science Warehouse	Inst. Science Materials Asst.	10/17/2016

3.3 ASSISTANT SUPERINTENDENT, PERSONNEL HAS ACCEPTED THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
3.3.1	Nasab, Betty	Gisler	IA DTT	Family Illness	10/18/2016
3.3.2	Sebourn, Bonnie	Gisler	IA Special Ed	Medical	11/03/2016

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

November 17, 2016

<b>EDUCATIONAL SERVICES</b>
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**4.0 APPROVAL OF ADDITIONAL DUTY REQUESTS**

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	FOCKLER, Beth (Fulton)	SOAR Advisor	\$3,500 stipend + benefits	011239275-1115	2016-2017 school year
4.2	HUGHES, Britt (Fulton)	Sports Coach for soccer	\$250 stipend + benefits (per sport)	010232989-1115	2016-2017 school year
4.3	ROSE, Jennifer (Fulton)	Sports Coach for soccer	\$250 stipend + benefits (per sport)	010232989-1115	2016-2017 school year
4.4	WORKMAN, Tiffini (CR) CARRASCO, Christing (CX) PERKINS, Larissa (FUL) BREITER, Julie (GIS) FOUSE, Erin (MAS) JOHNSTON, Terry (NEW) GUTIERREZ, Michelle (OKA) INOUYE, Erin (PLA) TRIMM, Amy (TAL) TBD (TAM) (Educational Services)	English Learner Lead Teacher for their individual school site	\$1,000 stipend each	010028055-1115	2016-2017 school year
4.5	WORKMAN, Tiffini (CR) KIM, Abir (CR) SPRAGUE, Michelle (CR)	EL Intervention classes	Employee hourly rate	012334755-1113/ 012334755-1115	11/1 through 12/16/2016
	DESORMIERS, Carrie (CX) HARVEST, Emily (CX) LEWIS, Kathy (CX)			012333255-1113/ 012333255-1115	
	JIMENEZ, Mary (Oka)			012333755-1113 012333755-1115	
	BURZA, Autumn (PL) YILMAZ, Sibel (PL) RUTTER, Kelly (PL)			012334055-1113 012334055-1115	
	DAO, Huong (Tam) QUEEN, Alicia (Tam) (Educational Services)			012331055-1113 012331055-1115	

**REASON FOR LATE SUBMITTAL: Information received too late for prior Board approval.**

4.6	HISGEN, Jennifer (CR) BUCK, Niki (CX) YAMABE, Kevin (FUL) LOPEZ, Penny (GIS) ELDRIDGE, Ed (MAS) KITAHARA, Amanda (NEW) GUTIERREZ, Michelle (OKA) MOUSSA-ZAHAB, Jeanie (OKA) VOSS, Lauren (PLA) MARBUT, Jeff (TAL) OSBORNE, Daryl (TAM) (Technology)	Technology Coordinator for their individual school site	Not to exceed \$1,500 per school site	016689077-1115	2016-2017 school year
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5.0 **CONFERENCE/WORKSHOP ATTENDANCE**

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	KRAUS, Barbara (Tam CDC ) DIZON, Pamela (Cox CDC) VOGEL, Sarah (Oka CDC) (Childcare Programs)	OCDE Preschool GLAD Training	Anaheim School District	\$750/each	120016798-5210	10/31-11/4/16

**REASON FOR LATE SUBMITTAL: Information received too late for prior Board approval.**



# FOUNTAIN VALLEY SCHOOL DISTRICT 2017-2018 SCHOOL YEAR CALENDAR

AUGUST	16-30 31-Thursday	1 DAY TEACHER PRE-SERVICE STAFF DEVELOPMENT#1
SEPTEMBER	4- Monday 5- Tuesday <b>6- Wednesday</b> 14-Thursday 28-Thursday	LABOR DAY HOLIDAY TEACHER PRE-SERVICE <b>FIRST DAY OF SCHOOL</b> BACK TO SCHOOL NIGHT TK-5 BACK TO SCHOOL NIGHT 6-8
OCTOBER	20-Friday 30-31	MID TRIMESTER PARENT CONFERENCES(Modified Days)
NOVEMBER	1-3 9-Thursday 10-Friday 20-24	PARENT CONFERENCES(Modified Days) STAFF DEVELOPMENT #2( <i>Non Student Day</i> ) VETERANS DAY OBSERVED THANKSGIVING RECESS
<b>END OF FIRST TRIMESTER 61 DAYS-DECEMBER 8</b>		
DECEMBER	25-29	WINTER RECESS
JANUARY	1-5 8-Monday 15-Monday	WINTER RECESS RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY
FEBRUARY	9-Friday 12-Monday 19-Monday 21-23	MID TRIMESTER/ STAFF DEVELOPMENT#3( <i>Non Student Day</i> ) LINCOLN'S BIRTHDAY HOLIDAY PRESIDENTS' DAY HOLIDAY PARENT CONFERENCES(Modified Days)
MARCH	<b>END OF SECOND TRIMESTER 61 DAYS-MARCH 23</b>	
APRIL	2-6	SPRING RECESS
MAY	11-Friday 17-Thursday 24-Thursday 28- Monday 29 -Tuesday	MID TRIMESTER 6-8 OPEN HOUSE TK-5 OPEN HOUSE MEMORIAL DAY HOLIDAY FVEA CONTRACTURAL OBLIGATION (Modified day)
JUNE	19-20 <b>21-Thursday</b>	MODIFIED DAYS <b>LAST DAY OF SCHOOL</b> (Modified day)

**END OF THIRD TRIMESTER 58 DAYS-JUNE 21**

**DAYS OF INSTRUCTION – 180**

NOTE: Every Thursday school is in session is a modified day. No instructional minutes are lost to students because of modified days.

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

**FOUNTAIN VALLEY SCHOOL DISTRICT**

**TENTATIVE**

**2018-2019 SCHOOL YEAR CALENDAR**

AUGUST	15-29 30-Thursday	1 DAY TEACHER PRE-SERVICE STAFF DEVELOPMENT #1
SEPTEMBER	3- Monday 4- Tuesday <b>5- Wednesday</b> 13-Thursday 20-Thursday	LABOR DAY HOLIDAY TEACHER PRE-SERVICE <b>FIRST DAY OF SCHOOL</b> BACK TO SCHOOL NIGHT TK-5 BACK TO SCHOOL NIGHT 6-8
OCTOBER	19-Friday 29-31	MID TRIMESTER PARENT CONFERENCES (Modified Days)
NOVEMBER	1-2 12-Monday 19-23	PARENT CONFERENCES (Modified Days) VETERANS DAY OBSERVED THANKSGIVING RECESS
<b>END OF FIRST TRIMESTER 61 DAYS - DECEMBER 7</b>		
DECEMBER	24-31	WINTER RECESS
JANUARY	1-4 7-Monday 21-Monday	WINTER RECESS RETURN TO SCHOOL MARTIN LUTHER KING BIRTHDAY HOLIDAY
FEBRUARY	8-Monday 11-Monday 18-Monday 20-22	MID TRIMESTER LINCOLN'S BIRTHDAY HOLIDAY PRESIDENTS' DAY HOLIDAY PARENT CONFERENCES (Modified Days)
MARCH		
<b>END OF SECOND TRIMESTER 61 DAYS - MARCH 22</b>		
APRIL	11-Thursday 18-Thursday 22-26	6-8 OPEN HOUSE TK-5 OPEN HOUSE SPRING RECESS
MAY	10-Friday 27- Monday 28 - Tuesday	MID TRIMESTER MEMORIAL DAY HOLIDAY FVEA CONTRACTURAL OBLIGATION (Modified day)
JUNE	17-19 20-Thursday	MODIFIED DAYS LAST DAY OF SCHOOL

**END OF THIRD TRIMESTER 58 DAYS - JUNE 20**

**DAYS OF INSTRUCTION – 180**

NOTE: Every Thursday school is in session is a modified day. No instructional minutes are lost to students because of modified days.

**\*\*2 Staff Development Days to be included within the school year**

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

FOUNTAIN VALLEY SCHOOL DISTRICT  
DONATIONS

**BOARD APPROVAL DATE: 11/17/2016**

SCHOOL	DONOR	AMOUNT	DESCRIPTION / INTENDED USE
<b>DIST. OFFICE</b>			
	Brian & Kelly Hudson	\$60.00	District music program-Masuda
	Laila Shafquat/Skakil Abid	\$60.00	District music program-Masuda
	Alan Jamka	\$60.00	District music program-Masuda
	Sandra Martin	\$60.00	District music program-Masuda
<b>FULTON</b>			
	Fulton PTA	\$9,048.64	Science - Microscopes
	Fulton PTA	\$116.34	Cheer Stipend/Benefits
	Fulton PTA	\$232.64	ASB Advisor Stipend/Benefits
<b>GISLER</b>			
	Gisler PTO	\$2,656.25	ST Math Renewal
	Gisler PTO	\$9,786.76	32 Chromebooks & cart
	Gisler PTO	\$963.30	Arrowhead water, Paper & Copies
<b>MASUDA</b>			
	Masuda PTSO	\$2,661.20	Lab Aids-Science Kit
<b>TAMURA</b>			
	Jennifer Muldorf	\$282.72	Ipad Mini 2 (HB Assist. League Funds)
	Tamura PTO	\$496.54	37 Ipad Mini Covers
	Tamura PTO	\$1,413.60	5 Ipad Mini's 2
<b>TALBERT</b>			
	Talbert PTO	\$751.00	Clubs, Homework help
	Talbert PTO	\$588.90	STEM Field Trip (JPL) - Bus Cost

**FOUNTAIN VALLEY SCHOOL DISTRICT  
BOARD MEETING NOVEMBER 17, 2016**

To: Christine Fullerton  
From: Mino Nhek  
Subject: Warrant Listing  
Warrant Numbers: 74395 - 74724  
Dates: 10/3/2016 - 10/31/2016

Fund 01	General Fund	490,376.20
Fund 12	Child Development	45,700.23
Fund 13	Cafeteria	74,887.58
Fund 25	Capital Facilities	-
Fund 40	Special Reserves	551.25
Fund 68	Worker Comp	71,933.17
Fund 69	Insurance	702,949.70
<b>TOTAL</b>		<b>\$ 1,386,398.13</b>

**FOUNTAIN VALLEY SD**

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

BOARD OF TRUSTEES

11/17/2016

FRO 09/02/2016 TO 11/08/2016

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4029	SMARDEN SUPPLY COMPANY	14,500.00	+4,500.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20R0037	SCHOLASTIC INC.	821.65	+111.57	012338055 4120	Title III-LEP-Instructional / Supplementary Textbook
K20R0188	APPLE COMPUTER ORDER DEPARTMEN	10,160.16	+33.00	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R0207	APPLE COMPUTER ORDER DEPARTMEN	1,059.24	+3.00	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R0364	ARIEL SUPPLY INC.	2,000.00	+380.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
K20R0422	DANNIS WOLIVER KELLEY	8,949.50	+8,408.00	012719380 5813	Business Department / Consultant
K20S0383	VERITIV	22,680.00	+226.80	011000000 9320	Revenue Limit - State Revenues / STORES
K20X0119	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	+500.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20X0256	SOUTHWEST SCHOOL AND OFFICE SU	1,728.00	+864.00	012719275 4325	Educational Services Admin / Office Supplies
K20X0294	LEAF CAPITAL FUNDING LLC	10,638.40	-419.07	012719385 5640	Purchasing / Outside Services - Leases
K20X0296	CIT FINANCE LLC	64,800.00	-757.44	010019380 5640	School Equipment / Outside Services - Leases
K20X0298	READYREFRESH BY NESTLE	9,394.20	+136.20	012723789 4325	Donations Clerical - Oka / Office Supplies
K20X0301	PITNEY BOWES INC.	6,967.24	+400.00	012719385 4325	Purchasing / Office Supplies
K20X0304	DE LAGE LANDEN FINANCIAL SERVI	27,143.42	-2,171.45	012059385 5640	Publications / Outside Services - Leases
<b>Fund 01 Total:</b>			<b>+12,214.61</b>		

# FOUNTAIN VALLEY SD

## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BY FUND

BOARD OF TRUSTEES

11/17/2016

FRO 09/02/2016 TO 11/08/2016

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0101	MEDIEVAL TIMES	7,018.50	+3,450.72	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
K20X0156	SMART & FINAL	874.80	+550.80	120017098 4310	CDC-Summer Camp Instructional / Instructional Supplies
K20X0282	SMART & FINAL	9,720.00	+4,320.00	123206098 4710	Extended School Food Service / Food
K20X0296	CIT FINANCE LLC	64,800.00	-305.28	120016098 5640	Extended School Instructional / Outside Services - Leases
<b>Fund 12 Total:</b>			<b>+8,016.24</b>		

**FOUNTAIN VALLEY SD**

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

**BOARD OF TRUSTEES**

**11/17/2016**

**FRO 09/02/2016 TO 11/08/2016**

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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<b>Total Account Amount:</b>		<b>+20,230.85</b>			
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**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 11/17/2016**

FROM 09/02/2016 TO 11/08/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4099	GRUETT TREE COMPANY INC	12,150.00	11,050.00	012899390 5645	Gardening / Outside Srvs-Repairs & Mainten
K20M4100	HUNTINGTON BEACH UNION HSD	474.45	474.45	016919395 5645	7240 Special Ed Transportation / Outside Srvs-Repairs & Main
K20M4110	ONTARIO REFRIGERATION SERVICE	331.20	331.20	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4119	GRAINGER INC.	500.87	500.87	012889390 4340	Custodial / Custodial Supplies
K20M4123	GLOBAL INDUSTRIAL SUPPLY	155.35	155.35	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4125	ATLAS SHEET METAL INC.	3,685.00	3,685.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4126	CINTAS CORPORATION	514.25	514.25	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4127	CARLOS, RAMIREZ JUAN	4,160.00	4,160.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4128	WESTERN EXTERMINATOR	161.00	161.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4130	ICS SERVICE COMPANY	360.00	360.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4131	WINNER CHEVROLET INC.	28,500.00	28,500.00	012869390 6420	Maintenance / Equipment-Machinery, Vehicles
K20M4133	BIG TEX TRAILERS	130.00	130.00	012899390 4347	Gardening / Repair & Upkeep Equip Supplies
K20M4134	DAPPER TIRE COMPANY	325.00	325.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4135	CRANDALL'S PLUMBING INC.	345.00	345.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4136	THEODORE ROBINS	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4137	WESTERN EXTERMINATOR	161.00	161.00	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4138	GOLDEN STATE PAVING INC.	2,800.00	2,800.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4139	AMERICAN ENVIRONMENTAL SPECIAL	434.00	434.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4151	REFRIGERATION CONTROL COMPANY	2,810.72	2,810.72	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4152	CR LAURENCE COMPANY	125.00	125.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4153	CRANDALL'S PLUMBING INC.	250.00	250.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4154	FASTENAL COMPANY	573.56	573.56	012869390 4410	Maintenance / Fixed Assets \$500-\$5000
K20M4155	BEACH WIRE & CABLE INC.	807.95	807.95	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4156	TERRYS TESTING INC.	670.00	670.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4157	REFRIGERATION CONTROL COMPANY	226.00	226.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4158	DIGITAL NETWORKS GROUP INC.	368.22	368.22	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4159	ENTHALPY ANALYTICAL INC.	1,500.00	1,500.00	012869390 5899	Maintenance / Other Operating Expenses
K20M4160	NORTHSTAR AV	5,869.88	5,869.88	014839390 6299	STAR DO RRMA-Capital Fac / Other Building & Improvemen
K20M4161	UNITED PARCEL SERVICE	30.00	30.00	012869390 5899	Maintenance / Other Operating Expenses
K20M4162	SIGN WAREHOUSE	90.98	90.98	012869390 4345	Maintenance / Maintenance Supplies
K20M4163	REFRIGERATION CONTROL COMPANY	446.44	446.44	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4164	GLOBAL INDUSTRIAL SUPPLY	49.26	49.26	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies



**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 11/17/2016**

FROM 09/02/2016 TO 11/08/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4165	MENDTRONIX INC.	151.61	151.61	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4166	UNITED RENTALS	610.72	610.72	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4167	NATIONAL CONSTRUCTION RENTALS	280.80	280.80	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4168	CHATFIELD-CLARKE CO INC.	680.77	680.77	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4169	COMPONENTS CENTER	210.38	210.38	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4170	AMERICAN ENVIRONMENTAL SPECIAL	571.00	571.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4171	AMERICAN ENVIRONMENTAL SPECIAL	450.00	450.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4172	AMERICAN ENVIRONMENTAL SPECIAL	571.00	571.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4173	NETWORK THERMOSTAT	2,425.01	2,425.01	014869390 4347	STAR Building DO-Routine Maint / Repair & Upkeep Equip
K20M4174	REFRIGERATION CONTROL COMPANY	340.20	340.20	014869390 5645	STAR Building DO-Routine Maint / Outside Srvs-Repairs &
K20M4175	VORTEX INDUSTRIES INC	3,934.00	3,934.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4176	AMERICAN TECHNOLOGIES	3,688.00	3,688.00	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4177	UNITED PARCEL SERVICE	30.00	30.00	012869390 5899	Maintenance / Other Operating Expenses
K20M4178	ALL COUNTIES GLASS	918.22	918.22	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4179	GRAINGER INC.	1,502.82	1,502.82	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4180	MEDINA, JOSE	324.00	324.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4181	ALLIED REFRIGERATION INC.	145.80	145.80	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4182	MIRACLE RECREATION EQUIPT	557.62	557.62	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4183	PLAY POWER LT FARMINGTON C/O P	1,164.52	1,164.52	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
K20M4184	COMPONENTS CENTER	106.92	106.92	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4185	PLAY POWER LT FARMINGTON C/O P	261.24	261.24	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4186	INDUSTRIAL METAL SUPPLY	40.87	40.87	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4187	MENDTRONIX INC.	608.36	608.36	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4188	ENVIROTEK CORPORATION	490.58	490.58	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
K20M4190	PRECISION CONCRETE CUTTING	4,034.21	4,034.21	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4191	NORTHSTAR AV	2,210.76	2,210.76	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4192	ONTARIO REFRIGERATION SERVICE	1,194.96	1,194.96	012869390 5645	Maintenance / Outside Srvs-Repairs & Mainten
K20M4193	VALIANT NATIONAL AV SUPPLY	4,076.60	4,076.60	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4194	SIGN WAREHOUSE	166.48	166.48	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
K20M4196	MIRACLE RECREATION EQUIPT	2,711.15	2,711.15	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
K20R0334	SAN JOAQUIN COUNTY OF EDUCATIO	921.90	460.95	012719470 5825	Personnel Department / Advertising
			460.95	012819771 5825	Personnel Commission / Advertising
K20R0339	CENTRAL DRUG SYSTEM	1,683.00	1,683.00	012719470 5820	Personnel Department / Physical Exam, Drug testing

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 11/17/2016**

FROM 09/02/2016 TO 11/08/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0422	DANNIS WOLIVER KELLEY	8,949.50	8,408.00	012719380 5813	Business Department / Consultant
K20R0427	TEKNIQUE IT LLC	10,151.96	10,151.96	010011689 4310	Donations - Newland / Instructional Supplies
K20R0428	AMAZON.COM LLC	963.04	963.04	012040075 4310	Ed Effectiveness-Ed Quality / Instructional Supplies
K20R0429	VARIDESK LLC	426.60	426.60	012721689 4325	Donations Clerical - Newland / Office Supplies
K20R0440	APPLE COMPUTER ORDER DEPARTMEN	170.64	170.64	012209078 4320	Technology Replacement / Computer Supplies
K20R0446	APPLE COMPUTER ORDER DEPARTMEN	123.12	123.12	012209078 4320	Technology Replacement / Computer Supplies
K20R0450	STAPLES	270.00	270.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
K20R0451	HEINEMANN	736.56	736.56	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R0455	CASTO CHAPTER TWO	420.00	420.00	016919395 5210	7240 Special Ed Transportation / Travel, Conference, Worksho
K20R0456	STAPLES	86.39	86.39	012109078 4325	Tech/Media Office Operation / Office Supplies
K20R0457	FOLLETT SCHOOL SOLUTIONS INC.	746.06	746.06	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R0461	ROCHESTER 100 INC	945.00	945.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R0466	ORANGE COUNTY DEPARTMENT OF ED	200.00	200.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
K20R0467	GREAT BOOKS FOUNDATION	280.08	280.08	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0468	BARNES AND NOBLE	254.49	254.49	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0470	CONNER PATRICK BROWN	1,200.00	1,200.00	017609165 5215	Management Staff Development / Staff Development
K20R0471	AMAZON.COM LLC	3,555.38	3,555.38	012109078 4325	Tech/Media Office Operation / Office Supplies
K20R0472	SCHOOL SERVICES OF CALIFORNIA	410.00	205.00	012719380 5210	Business Department / Travel, Conference, Workshop
			205.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
K20R0473	AMAZON.COM LLC	116.66	116.66	012719275 4320	Educational Services Admin / Computer Supplies
K20R0474	ARIEL SUPPLY INC.	309.91	309.91	012721616 4325	Sch Site Admin - Newland / Office Supplies
K20R0478	STAPLES	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0479	STAPLES	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0482	LEVEL 27 MEDIA	37.80	37.80	012719470 4325	Personnel Department / Office Supplies
K20R0484	LEVEL 27 MEDIA	37.80	37.80	012719470 4325	Personnel Department / Office Supplies
K20R0485	SOUTHWEST SCHOOL AND OFFICE SU	356.40	356.40	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R0486	AMAZON.COM LLC	62.34	62.34	012719275 4325	Educational Services Admin / Office Supplies
K20R0492	WESTMINSTER SCHOOL DISTRICT	9,492.65	9,492.65	010189277 7141	Beckman Science - Transfer/Age / Excess Costs/Deficit Pay-Sc
K20R0493	HOME DEPOT	484.92	484.92	010014787 4399	Other Donations - Courreges / Equipment Under \$500
K20R0494	FOLLETT SCHOOL SOLUTIONS INC.	355.32	355.32	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R0495	AMAZON.COM LLC	294.88	294.88	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0499	CERTIFIED TRANSPORTATION BUS C	5,397.60	5,397.60	010011089 5811	Donations - Tamura / Transportation Outside Agency
K20R0500	CERTIFIED TRANSPORTATION BUS C	569.40	569.40	010143887 5811	Other Donations - Talbert / Transportation Outside Agency

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 11/17/2016**

FROM 09/02/2016 TO 11/08/2016

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20R0502	LYNDE-ORDWAY COMPANY	253.04	253.04	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
K20R0503	E.G.BRENNAN & CO.	272.58	272.58	012059385 4330	Publications / Printing/Xerox Supplies
K20R0504	OFFICE DEPOT	241.14	241.14	012719165 4325	Superintendent / Office Supplies
K20R0506	RALPHS GROCERY COMPANY	300.00	300.00	010144989 4311	Donations - Masuda / Elective Supplies
K20R0507	SMART & FINAL	1,000.00	1,000.00	010144989 4311	Donations - Masuda / Elective Supplies
K20R0508	TEKNIQUE IT LLC	21,019.27	21,019.27	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
K20R0509	SURPLUS TWO WAY RADIOS	409.86	409.86	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
K20R0513	ACSA FOUNDATION FOR	545.00	545.00	012719165 5210	Superintendent / Travel, Conference, Workshop
K20R0514	FOUNTAIN VALLEY CHAMBER OF COM	15.00	15.00	012719165 5210	Superintendent / Travel, Conference, Workshop
K20R0515	FOUNTAIN VALLEY CHAMBER OF COM	315.00	315.00	012719166 5390	Board of Trustees / Dues and Membership Non Taxabl
K20R0516	LEVEL 27 MEDIA	2,160.75	2,160.75	017609165 5215	Management Staff Development / Staff Development
K20R0517	LYTLE SCREEN PRINTING INC.	433.08	433.08	012719165 4325	Superintendent / Office Supplies
K20R0518	LYTLE SCREEN PRINTING INC.	60.48	60.48	012719165 4325	Superintendent / Office Supplies
K20R0519	METRO BUSINESS SOLUTIONS INC.	64.79	64.79	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R0520	AMAZON.COM LLC	55.78	55.78	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
K20R0526	COALITION FOR ADEQUATE SCHOOL	508.00	508.00	012719380 5390	Business Department / Dues and Membership Non Taxabl
K20R0528	CERTIFIED TRANSPORTATION BUS C	1,255.80	1,255.80	010011089 5811	Donations - Tamura / Transportation Outside Agency
K20R0531	LAKESHORE LEARNING MATERIALS	495.99	495.99	010013289 4310	Donations - Cox / Instructional Supplies
K20R0532	STUDIES WEEKLY INC.	417.69	417.69	010013289 4310	Donations - Cox / Instructional Supplies
K20R0533	SCHOLASTIC MAGAZINE	4,839.35	4,839.35	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R0534	HOUGHTON MIFFLIN HARCOURT	538.92	538.92	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
K20R0535	SOUTHLAND INSTRUMENTS	9,048.64	6,220.00	010142929 4399	Sch Site Instr - Fulton / Equipment Under \$500
			1,788.00	010142929 4410	Sch Site Instr - Fulton / Fixed Assets \$500-\$5000
			1,040.64	010142929 5899	Sch Site Instr - Fulton / Other Operating Expenses
K20R0537	HUNTER, WESLEY SETH	237.60	237.60	010144949 5826	Sch Site Instr - Masuda / Licensing/Software,Maint/Supp
K20R0538	OCC GATE	270.00	270.00	010014747 5210	Sch Site Instr - Courreges / Travel, Conference, Workshop
K20R0540	APPLE COMPUTER ORDER DEPARTMEN	5,722.80	5,722.80	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R0541	KOCE-TV FOUNDATION	1,243.50	1,243.50	010114955 5826	Title I - Masuda / Licensing/Software,Maint/Supp
K20R0543	PAPER DIRECT INC	653.45	653.45	012819771 5828	Personnel Commission / Staff Recognition
K20R0548	OFFICE DEPOT	61.53	61.53	012719165 4325	Superintendent / Office Supplies
K20R0550	ANAHEIM BAND INSTRUMENTS	45.79	45.79	012723838 4325	Sch Site Admin - Talbert / Office Supplies
K20R0555	ORANGE COUNTY DEPARTMENT OF ED	25.00	25.00	010144949 5210	Sch Site Instr - Masuda / Travel, Conference, Workshop
K20R0556	PACIFIC COACHWAYS	6,064.53	6,064.53	010013289 5811	Donations - Cox / Transportation Outside Agency

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K20R0558	STAPLES	485.87	485.87	010028255 4322	Intervention-Administrative / Testing Supplies
K20R0559	EAGLE SOFTWARE INC.	1,000.00	1,000.00	012395298 5210	7395 Sch/Libr Impr Admin-DO / Travel, Conference, Workshop
K20R0560	LEVEL 27 MEDIA	117.72	117.72	017109275 4325	Testing / Office Supplies
K20R0561	VIRCO MANUFACTURING	329.88	329.88	010019380 4399	School Equipment / Equipment Under \$500
K20R0563	SHI INTERNATIONAL CORP	8,178.41	8,178.41	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R0565	AMAZON.COM LLC	80.84	80.84	010142929 4399	Sch Site Instr - Fulton / Equipment Under \$500
K20R0566	GROWING EDUCATORS INC	99.00	99.00	010050075 5210	State Standardards-ELA/Prf Dev / Travel, Conference, Workshop
K20R0567	GREAT BOOKS FOUNDATION	1,246.71	1,246.71	010113755 4310	Title I - Oka / Instructional Supplies
K20R0568	TEXTBOOK WAREHOUSE	165.54	165.54	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R0569	MAGNATAG	129.80	129.80	012724949 4325	Sch Site Admin - Masuda / Office Supplies
K20R0570	AMAZON.COM LLC	61.78	61.78	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
K20R0571	LAKESHORE LEARNING MATERIALS	97.17	97.17	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
K20R0572	KERN COUNTY SUPERINTENDENT OF	100.00	100.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
K20R0573	AMAZON.COM LLC	105.83	105.83	010011089 4399	Donations - Tamura / Equipment Under \$500
K20R0574	STUDIES WEEKLY INC.	209.44	209.44	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0575	RALPHS GROCERY COMPANY	600.00	600.00	012719165 4325	Superintendent / Office Supplies
K20R0576	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
K20R0577	SYSTEM ID WAREHOUSE/INFORMATIC	52.92	52.92	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0578	AMAZON.COM LLC	56.88	56.88	010143889 4311	Donations - Talbert / Elective Supplies
K20R0579	SCHOLASTIC MAGAZINE	5,371.94	5,371.94	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0580	CANNON SPORTS	3,032.85	1,516.43	010019380 4410	School Equipment / Fixed Assets \$500-\$5000
			1,516.42	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0581	KUTA SOFTWARE	335.00	335.00	010144989 5826	Donations - Masuda / Licensing/Software,Maint/Supp
K20R0585	HEINEMANN	2,304.72	2,304.72	010118255 4120	Title I - Program Improvement / Supplementary Textbook
K20R0586	US GAMES	191.10	191.10	010014089 4310	Donations - Plavan / Instructional Supplies
K20R0588	APPLE COMPUTER ORDER DEPARTMEN	3,492.16	3,227.00	010142929 4410	Sch Site Instr - Fulton / Fixed Assets \$500-\$5000
			265.16	010142929 5899	Sch Site Instr - Fulton / Other Operating Expenses
K20R0589	LEVEL 27 MEDIA	37.80	37.80	012719470 4325	Personnel Department / Office Supplies
K20R0591	J&C BOOKS LLC	171.72	171.72	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R0592	APPLE COMPUTER ORDER DEPARTMEN	9,047.04	9,047.04	010011089 4399	Donations - Tamura / Equipment Under \$500
K20R0593	TEKNIQUE IT LLC	276.98	252.48	010011089 4399	Donations - Tamura / Equipment Under \$500
			24.50	010011089 5826	Donations - Tamura / Licensing/Software,Maint/Supp
K20R0594	VIRCO MANUFACTURING	327.50	327.50	010019380 4399	School Equipment / Equipment Under \$500

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K20R0595	GUITAR CENTER INC.	50.98	50.98	010143889 4311	Donations - Talbert / Elective Supplies
K20R0596	LEARNING A-Z	5,948.25	5,948.25	012289963 5826	MAA - Instructional / Licensing/Software,Maint/Supp
K20R0599	A1GM	500.00	500.00	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
K20R0600	ALL PACK CO INC.	225.11	225.11	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
K20R0601	CERTIFIED TRANSPORTATION BUS C	5,397.60	5,397.60	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
K20R0602	AMAZON.COM LLC	63.73	63.73	012724949 4325	Sch Site Admin - Masuda / Office Supplies
K20R0603	BARNES AND NOBLE	636.33	636.33	011404955 4210	Library Services - Masuda / Library Books
K20R0604	PARADIGM HEALTHCARE SERVICES	40,000.00	40,000.00	012299962 5813	Medi-Cal Billing-Consultant / Consultant
K20R0605	PARADIGM HEALTHCARE SERVICES	6,000.00	6,000.00	012289961 5813	MAA - Administration / Consultant
K20R0606	LAKESHORE LEARNING MATERIALS	205.20	205.20	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
K20R0607	ORANGE COUNTY DEPARTMENT OF ED	619.73	619.73	015999860 5390	Special Ed - Administration / Dues and Membership Non Taxab
K20R0609	CURRICULUM ASSOCIATES INC.	931.20	931.20	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
K20R0610	CASBO	445.00	445.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
K20R0611	CERTIFIED TRANSPORTATION BUS C	4,399.20	4,399.20	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
K20R0612	CERTIFIED TRANSPORTATION BUS C	1,099.80	1,099.80	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
K20R0613	CERTIFIED TRANSPORTATION BUS C	1,060.80	1,060.80	010014089 5811	Donations - Plavan / Transportation Outside Agency
K20R0614	ORANGE COUNTY TREASURER	29.48	29.48	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
K20R0615	ORANGE COUNTY TREASURER	1,775.82	1,775.82	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
K20R0616	ORANGE COUNTY TREASURER	1,777.44	1,777.44	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
K20R0617	CERTIFIED TRANSPORTATION BUS C	471.90	471.90	010143887 5811	Other Donations - Talbert / Transportation Outside Agency
K20R0618	ORANGE COUNTY TREASURER	2,129.40	2,129.40	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
K20R0619	TEKNIQUE IT LLC	272.00	272.00	012109078 5645	Tech/Media Office Operation / Outside Srvs-Repairs & Mainte
K20R0620	LEVEL 27 MEDIA	178.20	178.20	012723737 4325	Sch Site Admin - Oka / Office Supplies
K20R0622	SCHOOL HEALTH CORPORATION	41.47	41.47	012734747 4327	Health Supplies - Courreges / Health Supplies
K20R0625	ATKINSON ANDELSON LOYA RUDD &	35,000.00	35,000.00	015659860 5830	Special Ed. - Legal Services / Legal Fees
K20R0627	STAPLES	142.52	142.52	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0628	BAKER & HOSTETLER	1,627.50	1,627.50	012159380 5830	Business - Legal Services / Legal Fees
K20R0629	APPLE COMPUTER ORDER DEPARTMEN	107.89	107.89	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0631	IMAGE MARKET	517.15	517.15	010143889 4311	Donations - Talbert / Elective Supplies
K20R0632	AMAZON.COM LLC	19.99	19.99	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0633	NATIONAL GEOGRAPHIC SOCIETY	2,232.45	2,232.45	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0634	GREAT BOOKS FOUNDATION	607.16	607.16	010114055 4310	Title I - Plavan / Instructional Supplies
K20R0639	GUITAR CENTER INC.	156.88	156.88	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs & Mainte

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K20R0641	MCKESSON MEDICAL-SURGICAL INC.	724.56	724.56	012739962 4327	Medi-Cal Billing-Nurses / Health Supplies
K20R0643	APPLE COMPUTER ORDER DEPARTMEN	255.96	255.96	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
K20R0644	AMAZON.COM LLC	950.07	70.38	010142929 5899	Sch Site Instr - Fulton / Other Operating Expenses
			869.70	010142989 4399	Donations - Fulton / Equipment Under \$500
			9.99	012722929 4325	Sch Site Admin - Fulton / Office Supplies
K20R0645	METRO BUSINESS SOLUTIONS INC.	64.66	64.66	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
K20R0647	ORANGE COUNTY TREASURER	384.48	384.48	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
K20R0648	CALIFORNIA ASSOCIATION OF SCHO	488.00	488.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
K20R0650	TEKNIQUE IT LLC	1,384.90	1,384.90	010144989 5826	Donations - Masuda / Licensing/Software,Maint/Supp
K20R0651	STAPLES	192.88	192.88	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0652	OFFICE DEPOT	183.58	183.58	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0653	MOORE LAW FOR CHILDREN A PROFE	3,500.00	3,500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
K20R0655	OCSBA	175.00	35.00	012719165 5210	Superintendent / Travel, Conference, Workshop
			140.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
K20R0656	PEARSON CLINICAL ASSESSMENT	4,431.40	4,431.40	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
K20R0657	CERTIFIED TRANSPORTATION BUS C	510.90	510.90	010143889 5811	Donations - Talbert / Transportation Outside Agency
K20R0658	CERTIFIED TRANSPORTATION BUS C	1,060.80	1,060.80	010143889 5811	Donations - Talbert / Transportation Outside Agency
K20R0659	MHS INC.	1,755.00	1,755.00	012299963 4322	Medi-Cal Billing-Psychologists / Testing Supplies
K20R0662	PEARSON CLINICAL ASSESSMENT	600.00	600.00	012299963 5826	Medi-Cal Billing-Psychologists / Licensing/Software,Maint/Su
K20R0664	AMAZON.COM LLC	103.62	103.62	012059385 4330	Publications / Printing/Xerox Supplies
K20R0665	AMAZON.COM LLC	75.59	75.59	010011089 5899	Donations - Tamura / Other Operating Expenses
K20R0669	FOREST PLYWOOD SALES	4,067.92	4,067.92	010142989 4311	Donations - Fulton / Elective Supplies
K20R0671	AMAZON.COM LLC	56.89	56.89	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0672	AMAZON.COM LLC	647.20	647.20	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0673	CDWG	197.12	197.12	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
K20R0675	APPLE COMPUTER ORDER DEPARTMEN	282.72	282.72	010011089 4399	Donations - Tamura / Equipment Under \$500
K20R0676	CDWG	395.02	395.02	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
K20R0677	PRO-ED INC.	831.60	831.60	010019961 4322	Medi-Cal Billing-Instructional / Testing Supplies
K20R0679	SOUTHWEST SCHOOL AND OFFICE SU	194.32	194.32	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
K20R0680	ORANGE COUNTY TREASURER	3,880.08	3,880.08	012869390 5570	Maintenance / Sanitation Fees
K20R0681	AMAZON.COM LLC	144.40	144.40	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
K20R0682	ORIENTAL TRADING COMPANY	30.22	30.22	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
K20R0683	S & S WORLDWIDE	183.59	183.59	010142989 4399	Donations - Fulton / Equipment Under \$500

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K20R0685	LEGO BRAND RETAIL INC.	252.71	252.71	010142989 4311	Donations - Fulton / Elective Supplies
K20R0688	TIME FOR KIDS	1,611.38	1,611.38	011239275 4310	State Standards-Discretionary / Instructional Supplies
K20R0689	AMAZON.COM LLC	91.79	91.79	012719380 4325	Business Department / Office Supplies
K20R0690	ORANGE COUNTY TAX COLLECTOR	5,175.24	5,175.24	012869390 5570	Maintenance / Sanitation Fees
K20R0693	EARTHQUAKE MANAGEMENT	579.62	579.62	012719380 4329	Business Department / Disaster Supplies
K20R0694	ATKINSON ANDELSON LOYA RUDD &	387.00	387.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
K20R0695	STUDIES WEEKLY INC.	1,898.05	1,725.50	010459275 4310	Student Achievement-TOSA / Instructional Supplies
			172.55	011239275 4310	State Standards-Discretionary / Instructional Supplies
K20R0696	FLINN SCIENTIFIC	521.64	521.64	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R0697	CAHPERD	220.00	220.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
K20R0698	CERTIFIED TRANSPORTATION BUS C	1,606.80	1,606.80	012539962 5811	Tobacco-Use-OCDE Instructional / Transportation Outside Age
K20R0699	STUDIES WEEKLY INC.	589.05	589.05	010459275 4310	Student Achievement-TOSA / Instructional Supplies
K20R0700	STAPLES	669.60	669.60	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0701	STAPLES	745.20	745.20	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0702	STAPLES	372.60	372.60	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0703	VERITIV	2,233.44	2,233.44	012059385 4330	Publications / Printing/Xerox Supplies
K20R0706	APPLE COMPUTER ORDER DEPARTMEN	52.92	52.92	010143889 4311	Donations - Talbert / Elective Supplies
K20R0708	EVALUMETRICS INC	900.00	900.00	017109275 5813	Testing / Consultant
K20R0710	AMAZON.COM LLC	81.94	81.94	012109078 4320	Tech/Media Office Operation / Computer Supplies
K20R0712	AUDIO VISUAL INNOVATIONS INC	7,635.60	1,209.60	010011689 5899	Donations - Newland / Other Operating Expenses
			75.60	010014789 5826	PTA Donations - Courreges / Licensing/Software,Maint/Supp
			2,494.80	010113255 5826	Title I - Cox / Licensing/Software,Maint/Supp
			1,512.00	010113755 5826	Title I - Oka / Licensing/Software,Maint/Supp
			1,512.00	010114055 5826	Title I - Plavan / Licensing/Software,Maint/Supp
			604.80	010143838 5826	Sch Site Instr - Talbert / Licensing/Software,Maint/Supp
			226.80	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
K20R0713	APPLE COMPUTER ORDER DEPARTMEN	2,518.32	2,518.32	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R0714	GROWING EDUCATORS INC	99.00	99.00	010050075 5210	State Standardards-ELA/Prf Dev / Travel, Conference, Worksho
K20R0715	ORANGE COUNTY SANITATION DISTR	10,173.00	10,173.00	012869390 5570	Maintenance / Sanitation Fees
K20R0719	SCHOLASTIC MAGAZINE	1,766.80	1,766.80	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20R0723	AMAZON.COM LLC	530.87	530.87	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0725	AMAZON.COM LLC	149.36	149.36	012040075 4120	Ed Effectiveness-Ed Quality / Supplementary Textbook
K20R0726	CDWG	589.35	589.35	012719275 4410	Educational Services Admin / Fixed Assets \$500-\$5000

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K20R0727	US GAMES	1,025.30	1,025.30	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0729	J W PEPPER	225.00	225.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0730	ORANGE COUNTY DEPARTMENT OF ED	1,000.00	500.00	010018255 5210	Title I - Instructional / Travel, Conference, Workshop
			500.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference, Worksho
K20R0731	LAKESHORE LEARNING MATERIALS	107.46	107.46	012040075 4310	Ed Effectiveness-Ed Quality / Instructional Supplies
K20R0732	LEVEL 27 MEDIA	37.80	37.80	012719470 4325	Personnel Department / Office Supplies
K20R0733	LEE & ASSOCIATES	5,073.67	5,073.67	019509380 5899	STAR Building DO - Operations / Other Operating Expenses
K20R0735	UCI REGENTS	4,600.00	4,600.00	011239275 5813	State Standards-Discretionary / Consultant
K20R0739	AMAZON.COM LLC	20.01	20.01	012109078 4325	Tech/Media Office Operation / Office Supplies
K20R0740	APPLE COMPUTER ORDER DEPARTMEN	1,413.60	1,413.60	010011089 4399	Donations - Tamura / Equipment Under \$500
K20R0741	SHI INTERNATIONAL CORP	37,977.60	37,977.60	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R0742	HEINEMANN	934.56	934.56	010118255 4120	Title I - Program Improvement / Supplementary Textbook
K20R0744	AMAZON.COM LLC	254.58	254.58	012040075 4310	Ed Effectiveness-Ed Quality / Instructional Supplies
K20R0746	J&C BOOKS LLC	3,033.72	3,033.72	012129078 4110	Lottery Instructional Material / Basic Textbooks
K20R0748	ARIEL SUPPLY INC.	2,397.99	2,397.99	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
K20R0749	LENOVO (UNITED STATES) INC.	2,167.98	2,167.98	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
K20R0752	AMAZON.COM LLC	55.12	55.12	010142989 4399	Donations - Fulton / Equipment Under \$500
K20R0753	AMAZON.COM LLC	46.39	46.39	012734747 4327	Health Supplies - Courreges / Health Supplies
K20R0755	LEVEL 27 MEDIA	35.00	35.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
K20R0756	STAPLES	150.00	150.00	015512960 4310	Special Ed. - Fulton RSP / Instructional Supplies
K20R0757	ARIEL SUPPLY INC.	155.41	155.41	010019961 4320	Medi-Cal Billing-Instructional / Computer Supplies
K20R0758	GREAT BOOKS FOUNDATION	600.97	600.97	010113755 4310	Title I - Oka / Instructional Supplies
K20R0759	CERTIFIED TRANSPORTATION BUS C	686.40	686.40	010013789 5811	Donations - Oka / Transportation Outside Agency
K20R0760	SMART & FINAL	75.00	75.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
K20R0761	SOCIAL THINKING PUBLISHING	174.40	174.40	015642960 4310	Special Ed. - Fulton S&L / Instructional Supplies
K20R0762	ROSETTA STONE LTD.	1,069.20	1,069.20	012338055 5826	Title III-LEP-Instructional / Licensing/Software,Maint/Supp
K20R0763	CERTIFIED TRANSPORTATION BUS C	1,357.20	1,357.20	010014789 5811	PTA Donations - Courreges / Transportation Outside Agency
K20R0766	TEKNIQUE IT LLC	7,755.44	7,755.44	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R0769	ORANGE COUNTY DEPARTMENT OF ED	27,131.00	27,131.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
K20R0770	ORANGE COUNTY DEPARTMENT OF ED	49,303.00	45,104.00	012109078 5826	Tech/Media Office Operation / Licensing/Software,Maint/Supp
			4,199.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
K20R0771	LEVEL 27 MEDIA	108.00	108.00	012719275 4325	Educational Services Admin / Office Supplies
K20R0779	BRAINPOP	2,478.60	2,478.60	010013232 5826	Sch Site Instr - Cox / Licensing/Software,Maint/Supp



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K20R0780	TEKNIQUE IT LLC	558.36	558.36	010013289 4410	Donations - Cox / Fixed Assets \$500-\$5000
K20R0781	TEKNIQUE IT LLC	558.36	558.36	010013289 4410	Donations - Cox / Fixed Assets \$500-\$5000
K20R0782	STUDIES WEEKLY INC.	473.60	473.60	010013289 4310	Donations - Cox / Instructional Supplies
K20R0783	LAKESHORE LEARNING MATERIALS	216.00	216.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20R0788	APPLE COMPUTER ORDER DEPARTMEN	412.32	412.32	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R0789	AMAZON.COM LLC	80.85	24.70	012109078 4325	Tech/Media Office Operation / Office Supplies
			56.15	012109078 4399	Tech/Media Office Operation / Equipment Under \$500
K20R0793	METRO BUSINESS SOLUTIONS INC.	538.92	538.92	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20R0794	METRO BUSINESS SOLUTIONS INC.	43.15	43.15	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20S0465	LEVEL 27 MEDIA	557.28	557.28	011000000 9320	Revenue Limit - State Revenues / STORES
K20S0469	UNITED HEALTH SUPPLIES	2,554.37	2,554.37	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8002	INDUSTRIAL FORMULATORS INC.	110.90	110.90	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8003	P & R PAPER SUPPLY COMPANY	181.35	181.35	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8004	CANNON SPORTS	164.59	164.59	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8005	UNITED HEALTH SUPPLIES	48.01	48.01	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8006	WAXIE	4,956.34	4,956.34	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8007	WAXIE	295.60	295.60	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8008	SOUTHWEST SCHOOL AND OFFICE SU	81.00	81.00	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8009	INDUSTRIAL FORMULATORS INC.	83.70	83.70	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8010	GRAINGER INC.	64.98	64.98	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8011	AMAZON.COM LLC	2,394.41	2,394.41	011000000 9320	Revenue Limit - State Revenues / STORES
K20S8012	CANNON SPORTS	311.04	311.04	011000000 9320	Revenue Limit - State Revenues / STORES
K20X0024	US HEALTHWORKS	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
K20X0377	SOUTHWEST SCHOOL AND OFFICE SU	800.00	800.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
K20X0378	SOUTHWEST SCHOOL AND OFFICE SU	6,000.00	6,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies
K20X0387	SOUTHWEST SCHOOL AND OFFICE SU	600.00	600.00	010142989 4311	Donations - Fulton / Elective Supplies
K20X0388	BLICK ART MATERIALS	600.00	600.00	010142989 4311	Donations - Fulton / Elective Supplies
K20X0389	HOME DEPOT	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
K20X0390	WOODCRAFT	1,500.00	1,500.00	010142989 4311	Donations - Fulton / Elective Supplies
K20X0401	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
			-500.00	015643760 4310	Special Ed. - Oka S&L / Instructional Supplies
K20X0412	STAPLES	500.00	500.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
K20X0442	RALPHS GROCERY COMPANY	4,000.00	4,000.00	010142989 4311	Donations - Fulton / Elective Supplies

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20X0443	SMART & FINAL	1,000.00	1,000.00	010142989 4311	Donations - Fulton / Elective Supplies
K20X0444	SOUTHWEST SCHOOL AND OFFICE SU	4,700.00	4,700.00	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
K20X0460	HOME DEPOT	1,000.00	1,000.00	010143889 4311	Donations - Talbert / Elective Supplies
K20X0463	SOUTHWEST SCHOOL AND OFFICE SU	3,240.00	3,240.00	010014089 4310	Donations - Plavan / Instructional Supplies
K20X0487	SOUTHWEST SCHOOL AND OFFICE SU	216.00	216.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
K20X0501	DECKER EQUIPMENT/SCHOOL FIX	500.00	500.00	010142929 4399	Sch Site Instr - Fulton / Equipment Under \$500
K20X0505	SAMS CLUB	250.00	250.00	010144989 4311	Donations - Masuda / Elective Supplies
K20X0510	ARIEL SUPPLY INC.	500.00	500.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
K20X0512	SOUTHWEST SCHOOL AND OFFICE SU	400.00	400.00	012721010 4325	Sch Site Admin - Tamura / Office Supplies
K20X0523	SCHOOL SPECIALTY	5,400.00	5,400.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
K20X0525	SCHOOL SPECIALTY	1,080.00	1,080.00	012723232 4325	Sch Site Admin - Cox / Office Supplies
K20X0527	OFFICE DEPOT	100.00	100.00	012722929 4325	Sch Site Admin - Fulton / Office Supplies
K20X0536	HOME DEPOT	1,000.00	1,000.00	010144989 4311	Donations - Masuda / Elective Supplies
K20X0544	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	010143889 4311	Donations - Talbert / Elective Supplies
K20X0545	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	012723838 4325	Sch Site Admin - Talbert / Office Supplies
K20X0546	SOUTHWEST SCHOOL AND OFFICE SU	200.00	200.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
K20X0547	SOUTHWEST SCHOOL AND OFFICE SU	400.00	400.00	015103860 4310	Special Ed. - Talbert SDC / Instructional Supplies
K20X0549	SOUTHWEST SCHOOL AND OFFICE SU	400.00	400.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
K20X0640	HOME DEPOT	150.00	150.00	010142989 5899	Donations - Fulton / Other Operating Expenses
<b>Fund 01 Total:</b>		<b>640,849.56</b>	<b>638,708.06</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
**BOARD OF TRUSTEES MEETING 11/17/2016**

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<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
K20M4124	MCMaster CARR SUPPLY CO	440.00	440.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20M4195	RELIABLE DELIVERY SERVICE INC.	550.00	550.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20M4197	HOME DEPOT	1,211.00	1,211.00	120016098 4410	Extended School Instructional / Fixed Assets \$500-\$5000
K20R0441	REALLY GOOD STUFF INC	378.00	378.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0447	STAPLES	64.80	64.80	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0448	LAKESHORE LEARNING MATERIALS	43.20	43.20	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0454	SURPLUS TWO WAY RADIOS	128.40	128.40	120016098 5645	Extended School Instructional / Outside Srvs-Repairs & Maint
K20R0458	CALIFORNIA EMS TRAINING	2,646.00	2,646.00	120016098 5813	Extended School Instructional / Consultant
K20R0459	TOYS R US	54.00	54.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0462	SURPLUS TWO WAY RADIOS	401.76	401.76	120016098 4399	Extended School Instructional / Equipment Under \$500
K20R0475	LAKESHORE LEARNING MATERIALS	432.00	432.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0476	TOYS R US	108.00	108.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0488	TOYS R US	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0489	LAKESHORE LEARNING MATERIALS	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0490	LAKESHORE LEARNING MATERIALS	324.00	324.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0491	STAPLES	81.00	81.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0521	SURPLUS TWO WAY RADIOS	200.88	200.88	120016098 4399	Extended School Instructional / Equipment Under \$500
K20R0522	LAKESHORE LEARNING MATERIALS	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0524	STAPLES	162.00	162.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0582	CONSTRUCTIVE PLAYTHINGS	108.00	108.00	120016198 4310	State Preschool Instructional / Instructional Supplies
K20R0583	LENOVO (UNITED STATES) INC.	1,295.99	1,295.99	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0584	CDWG	210.60	210.60	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0587	LAKESHORE LEARNING MATERIALS	216.00	216.00	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0590	LAKESHORE LEARNING MATERIALS	81.00	81.00	120016198 4310	State Preschool Instructional / Instructional Supplies
K20R0597	SURPLUS TWO WAY RADIOS	210.60	210.60	120016098 5645	Extended School Instructional / Outside Srvs-Repairs & Maint
K20R0623	LAKESHORE LEARNING MATERIALS	189.00	189.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0624	TOYS R US	432.00	432.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0626	ORANGE COUNTY DEPARTMENT OF ED	1,323.00	1,323.00	120017598 5210	Child Dev Cntr Preschool Instr / Travel, Conference, Worksho
K20R0642	ORANGE COUNTY DEPARTMENT OF ED	81.00	81.00	120017598 5210	Child Dev Cntr Preschool Instr / Travel, Conference, Worksho
K20R0646	LEVEL 27 MEDIA	340.20	340.20	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0649	ADVANTAGE OPTICS	570.36	570.36	122866098 6299	ESP-Building/Site Improvement / Other Building &
K20R0663	PARTY BOUNCE	426.60	426.60	120016098 5610	Extended School Instructional / Outside Services - Rentals
K20R0674	LAKESHORE LEARNING MATERIALS	258.55	258.55	120016198 4310	State Preschool Instructional / Instructional Supplies

**FOUNTAIN VALLEY SD**

**PURCHASE ORDER DETAIL REPORT BY FUND**

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K20R0678	APPLE COMPUTER ORDER DEPARTMEN	825.12	825.12	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0707	SURPLUS TWO WAY RADIOS	17.17	17.17	120016098 4399	Extended School Instructional / Equipment Under \$500
K20R0711	ORANGE COUNTY COUNCIL, BOY SCO	1,080.00	1,080.00	120016086 5812	Outdoor Education - Child Care / Admission Costs
K20R0720	LAKESHORE LEARNING MATERIALS	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0722	TOYS R US	108.00	108.00	120016098 4310	Extended School Instructional / Instructional Supplies
K20R0745	CORNER BAKERY CAFE	508.09	508.09	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20R0792	SCHOLASTIC MAGAZINE	160.38	160.38	120017598 4310	Child Dev Cntr Preschool Instr / Instructional Supplies
K20X0539	METRO BUSINESS SOLUTIONS INC.	1,620.00	1,620.00	120336098 4325	Extended School Administration / Office Supplies
	<b>Fund 12 Total:</b>	<b>17,718.70</b>	<b>17,718.70</b>		

**FOUNTAIN VALLEY SD**  
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K20R0449	STAPLES	419.02	419.02	133207380 4325	Cafeteria Fund / Office Supplies
K20R0551	CHEFS' TOYS	2,369.50	2,369.50	133207380 4399	Cafeteria Fund / Equipment Under \$500
K20R0552	REFRIGERATION CONTROL COMPANY	266.70	266.70	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0553	REFRIGERATION CONTROL COMPANY	333.44	333.44	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0554	REFRIGERATION CONTROL COMPANY	897.80	897.80	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0562	REFRIGERATION CONTROL COMPANY	897.80	897.80	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0564	CALIFORNIA SCHOOL NUTRITION AS	250.00	250.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
K20R0621	REFRIGERATION CONTROL COMPANY	177.00	177.00	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0635	CALIFORNIA SCHOOL NUTRITION AS	365.00	365.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
K20R0636	HUBERT COMPANY	36.00	36.00	133207380 4790	Cafeteria Fund / Food Services Supplies
K20R0638	REFRIGERATION CONTROL COMPANY	2,658.64	2,658.64	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0660	REFRIGERATION CONTROL COMPANY	235.12	235.12	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0661	REFRIGERATION CONTROL COMPANY	911.94	911.94	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0716	REFRIGERATION CONTROL COMPANY	604.80	604.80	133207380 5645	Cafeteria Fund / Outside Srvs-Repairs & Mainten
K20R0717	CALIFORNIA DEPARTMENT OF EDUCA	223.60	223.60	133207380 4710	Cafeteria Fund / Food
K20R0728	PREMIER FOOD SAFETY	139.00	139.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
K20X0453	STAPLES	2,160.00	2,160.00	133207380 4325	Cafeteria Fund / Office Supplies
<b>Fund 13 Total:</b>		<b>12,945.36</b>	<b>12,945.36</b>		

**FOUNTAIN VALLEY SD**  
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K20M4099	GRUETT TREE COMPANY INC	12,150.00	1,100.00	402998990 5645	Moiola Improvement Projects / Outside Srvs-Repairs & Mainte
K20M4189	PAINTING AND DECOR COMPANY	2,950.00	2,950.00	402998990 5645	Moiola Improvement Projects / Outside Srvs-Repairs & Mainte
K20R0480	MOBILE MODULAR	42,669.50	5,553.50	402861090 6299	Modernization - Tamura / Other Building & Improvement
			12,024.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			25,092.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
	<b>Fund 40 Total:</b>	<b>57,769.50</b>	<b>46,719.50</b>		

**FOUNTAIN VALLEY SD**  
**PURCHASE ORDER DETAIL REPORT BY FUND**  
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<u>PO</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>ACCOUNT</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBE</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
<b>Total Account Amount:</b>			<b>716,091.62</b>		

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 1

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

### Fund: 0101 GENERAL FUND

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
1100	TEACHERS' SALARIES		300.00
4100	TEXTBOOKS	255,000.00	365,467.00
4200	BOOKS OTHER THAN TEXTBOOKS		6,763.00
4300	MATERIALS & SUPPLIES		36,175.00
5800	PROF/CONS SERV & OPER EXPENSE	461,755.00	648,322.00
8200	FEDERAL INCOME		30,610.00
9740	RESTRICTED BALANCE	833,443.00	947,893.00
9780	OTHER ASSIGNMENTS	660,746.00	
9790	UNASSIGNED/UNAPPROPRIATED	7,434,100.00	10,100,031.00
9799	APPROPRIATED FUND BALANCE	9,520,604.00	11,949,901.00
<b>Subfund Total:</b>		<b>19,165,648.00</b>	<b>24,085,462.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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



# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 2

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

### Fund: 1212 CHILD DEVELOPMENT

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
5800	PROF/CONS SERV & OPER EXPENSE	5,500.00	36,114.00
8500	STATE INCOME		11,351.00
8600	LOCAL INCOME	744,109.00	763,372.00
9740	RESTRICTED BALANCE	1,101,519.00	1,387,567.00
9799	APPROPRIATED FUND BALANCE	1,022,408.00	1,308,456.00
<b>Subfund Total:</b>		<b>2,873,536.00</b>	<b>3,506,860.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 3

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

<b>Fund: 1313 CAFETERIA FUND</b>
----------------------------------

Object	Description	FROM	TO
8600	LOCAL INCOME		68,575.00
9740	RESTRICTED BALANCE	475,304.00	583,566.00
9799	APPROPRIATED FUND BALANCE	475,304.00	514,991.00
<b>Subfund Total:</b>		<b>950,608.00</b>	<b>1,167,132.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

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

The above adjustment was approved on the _____ day of _____, 200____.
APPROVED: Superintendent of Schools, County of Orange: _____ Deputy

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 4

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

<b>Fund: 1414 DEFERRED MAINTENANCE</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9760	OTHER COMMITMENTS	497,426.00	503,914.00
9799	APPROPRIATED FUND BALANCE	497,426.00	503,914.00
<b>Subfund Total:</b>		<b>994,852.00</b>	<b>1,007,828.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 5

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

<b>Fund: 2525 CAPITAL FACILITIES</b>
--------------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9780	OTHER ASSIGNMENTS	857,600.00	890,256.00
9799	APPROPRIATED FUND BALANCE	857,600.00	890,256.00
<b>Subfund Total:</b>		<b>1,715,200.00</b>	<b>1,780,512.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 6

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

<b>Fund: 3535 SCHOOL FACILITIES</b>
-------------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9780	OTHER ASSIGNMENTS	113.00	112.00
9799	APPROPRIATED FUND BALANCE	113.00	112.00
<b>Subfund Total:</b>		<b>226.00</b>	<b>224.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 7

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

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

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9760	OTHER COMMITMENTS	40,352,338.00	43,140,752.00
9780	OTHER ASSIGNMENTS	2,497,526.00	
9799	APPROPRIATED FUND BALANCE	40,352,338.00	40,643,226.00
<b>Subfund Total:</b>		<b>83,202,202.00</b>	<b>83,783,978.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 8

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

<b>Fund: 6768 INSURANCE-WCI</b>
---------------------------------

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9790	UNASSIGNED/UNAPPROPRIATED	22,389.00	42,736.00
9799	APPROPRIATED FUND BALANCE	22,389.00	42,736.00
<b>Subfund Total:</b>		<b>44,778.00</b>	<b>85,472.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

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

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

# FOUNTAIN VALLEY SD

Reference #:

## Adjustment of Funds

2017 9

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

<b>Fund: 6769 INSURANCE HEALTH/WELFARE</b>
--

<b>Object</b>	<b>Description</b>	<b>FROM</b>	<b>TO</b>
9790	UNASSIGNED/UNAPPROPRIATED	1,546,560.00	1,377,956.00
9799	APPROPRIATED FUND BALANCE	1,546,560.00	1,377,956.00
<b>Subfund Total:</b>		<b>3,093,120.00</b>	<b>2,755,912.00</b>

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 17, 2016.

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

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

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

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

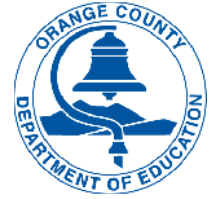
The above adjustment was approved on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

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



Print Form

Submit Form by Email



Orange County Department of Education  
200 Kalmus Drive  
Costa Mesa, CA  
92628

October 12, 2016

In accordance with Education Code Sections 35143 and 72000, the governing board of each school district, community college district, or regional occupational program must hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. For 2016, this 15-day period runs December 2nd through December 16th. Further, the Education Code requires each governing board to notify the county superintendent of schools of the day and time selected for the organizational meeting.

Please return this form with the information below by *Wednesday, November 16th* to:

Laurie Weiss, Manager Business Services  
Orange County Department of Education  
200 Kalmus Drive, Costa Mesa, CA 92628  
[lweiss@ocde.us](mailto:lweiss@ocde.us)  
Phone: (714) 966-4234

## Organizational Meeting Information

**District Name:** Fountain Valley School District

**Meeting Date:** December 8, 2016

**Meeting Time:** 7pm

## District Contact Information

**Name:** Mark Johnson, Ed.D.

**Title:** Superintendent

**Phone:** 714.843.3255

**Email:** johnsonm@fvsd.us



Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **APPROVAL OF PROPOSAL BETWEEN THE ORANGE COUNTY DEPARTMENT OF EDUCATION INSTRUCTIONAL SERVICES DIVISION AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE CALIFORNIA NGSS MODEL TRAINING FOR OUR MIDDLE SCHOOL SCIENCE TEACHERS**  
DATE: November 10, 2016

---

**Background:**

The Orange County Department of Education will work with Fountain Valley middle school science teachers to help them better understand the upcoming California Next Generation Science Standards (NGSS) in order to help inform the teams recommendation for either integrated or discipline specific middle school pathway.

There will be two days of professional development on December 14, 2016 and April 4, 2017. OCDE will provide one consultant for the 1 ½ days of training and will also provide for any additional materials that are needed during the training days.

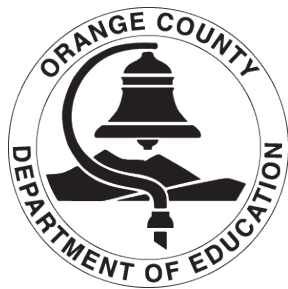
**Fiscal Impact:**

All expenses associated with the OCDE NGSS training will be covered by one time mandated funds received by FVSD.

**Recommendation:**

It is recommended that the Board of Trustees approves the proposal for OCDE NGSS training for our middle school science teachers.

We would also like to recommend that OCDE be added to the Independent Contractor list for the 2016/2017 school year which was approved at the Board meeting of September 8, 2016.



**ORANGE COUNTY DEPARTMENT OF EDUCATION  
INSTRUCTIONAL SERVICES DIVISION  
SERVICE PROPOSAL**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**  
200 KALMUS DRIVE  
P.O. BOX 9050  
COSTA MESA, CA  
92628-9050  
(714) 966-4000  
FAX (714) 432-1916  
www.ocde.us

**TO:** Steve Mclaughlin  
Fountain Valley School District  
10055 Slater Ave  
Fountain Valley, CA 92708  
(714) 843-3200, mclaughlins@fvsd.us

**FROM:** Meredith Casalino and Christie Pearce  
OCDE  
200 Kalmus Dr  
Costa Mesa, CA 92626  
mcasalino@ocde.us cpearce@ocde.us

**DATE OF PROPOSAL:** 10/05/2016

**PURPOSE:** Work with Fountain Valley middle school teachers to understand the two CA NGSS middle school models so they can make a decision about which model will work best for their school district

**AUDIENCE:** Middle School teachers

**ESTIMATED NUMBER OF PARTICIPANTS:** 20

**LCAP PRIORITIES ADDRESSED:**

Conditions of Learning	Pupil Outcomes	Engagement
<input type="checkbox"/> Basic Services <input checked="" type="checkbox"/> Implementation of State Content Standards <input type="checkbox"/> Course Access	<input type="checkbox"/> Pupil Achievement <input type="checkbox"/> Other Pupil Outcomes	<input type="checkbox"/> Parental Involvement <input type="checkbox"/> Pupil Engagement <input type="checkbox"/> School Climate

**NUMBER OF DAYS:** 1.50 **HALF DAYS (included):** 1

**PROPOSED DATES:** 12/14/16, 04/04/17

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

**MEETING SETUP (rounds, chevron, classroom, etc.):**  
Collaborative Tables

**AI MIJARES, Ph.D.**  
County Superintendent  
of Schools

**ORANGE COUNTY  
BOARD OF EDUCATION**

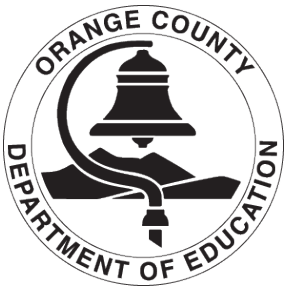
JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



**ORANGE COUNTY DEPARTMENT OF EDUCATION  
INSTRUCTIONAL SERVICES DIVISION  
SERVICE PROPOSAL**

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

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FAX (714) 432-1916  
www.ocde.us

**AI MIJARES, Ph.D.**  
County Superintendent  
of Schools

**GOAL(S):**

Build teachers' understanding around the two CA NGSS middle school models. Support teachers in deciding which model works best for Fountain Valley middle schools. Assist teachers in examining the shifts required within their chosen model.

**EXPECTED MEASUREABLE OUTCOME(S):**

Fountain Valley middle school teachers will be knowledgeable about the two CA NGSS middle school models. Fountain Valley middle school teachers will decide which model they feel is best for their district and make that recommendation to their district. Fountain Valley middle school teachers will build confidence and capacity around the shifts required by their chosen model.

**RESEARCH CITATION:**

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

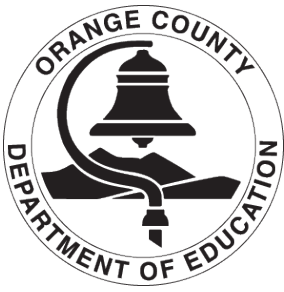
REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.

**ESTIMATED SERVICE COST (Days X Rate):** 1.50 x \$600.00 TOTAL: \$900.00

Time	Amount	Number	Manager
Full day	\$600	= or < 30	1 consultant
( Over 4 hours )	\$1200	= or < 60	1 or 2 consultant(s)
1/2 day	\$300	= or < 30	1 or consultant
( 4 hours or less )	\$600	= or < 60	1 or 2 consultant(s)
hourly	\$125		



**ORANGE COUNTY DEPARTMENT OF EDUCATION  
INSTRUCTIONAL SERVICES DIVISION  
SERVICE PROPOSAL**

**ORANGE COUNTY  
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**AI MIJARES, Ph.D.**  
**County Superintendent  
of Schools**

**ESTIMATED MATERIAL COST (books, printed materials by OCDE): \$100.00**

WORKSHOP NEEDS	PROVIDER		
<b>EQUIPMENT:</b> <ul style="list-style-type: none"> <li>• Projector</li> <li>• Document Camera (ELMO)</li> <li>• Audio Speakers</li> <li>• Microphone</li> <li>• Laptops, tablets, etc.</li> </ul>	<input checked="" type="checkbox"/> District <input type="checkbox"/> District <input type="checkbox"/> District <input type="checkbox"/> District <input checked="" type="checkbox"/> District	<input type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input type="checkbox"/> N/A
<b>REFRESHMENTS:</b> <ul style="list-style-type: none"> <li>• Breakfast</li> <li>• Lunch</li> <li>• Snacks</li> <li>• Beverages</li> </ul>	<input type="checkbox"/> District <input type="checkbox"/> District <input type="checkbox"/> District <input type="checkbox"/> District	<input type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter	<input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A
<b>MISCELLANEOUS:</b> <ul style="list-style-type: none"> <li>• Handouts</li> <li>• Table Boxes (writing utensils, markers, etc.)</li> <li>• Wireless Access</li> <li>• Other (LMS Access, Website, Cloud Storage, etc.)</li> </ul>	<input type="checkbox"/> District <input checked="" type="checkbox"/> District <input checked="" type="checkbox"/> District <input type="checkbox"/> District	<input checked="" type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter <input type="checkbox"/> Presenter	<input type="checkbox"/> N/A <input type="checkbox"/> N/A <input type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A

**ESTIMATED TOTAL COST (SERVICE + MATERIALS): \$1,000.00**

**DETAIL:**

\$100 for additional materials.

**For Client Use:**

When this proposal is accepted, OCDE will create a contract for services.

PROPOSAL ACCEPTED

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

REBECCA "BECKIE" GOMEZ

LINDA LINDHOLM

KEN L. WILLIAMS, D.O.



Fountain Valley School District  
Business Services Department

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Parham Sadegh, IT Supervisor  
SUBJECT: **APPROVAL OF THE CONTRACT WITH TREBRON COMPANY  
INC TO PROVIDE INTERNET FILTERING SERVICES USING  
SECURLY ANYWHERE FILTERING**  
DATE: November 10, 2016

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**Background:**

The Children's Internet Protection Act (CIPA) requires K-12 schools to use internet filters, to protect children from harmful online content, as a condition for federal funding. The contract with our current vendor is scheduled to expire November 30, 2016. Over the last six months, the IT Department researched possible vendors using a comprehensive vetting process. It was determined that Securly Anywhere Filtering, from Trebron Company Inc., best meets the District's internet filtering requirements

**Fiscal Impact:**

The current contract for internet filtering is \$10,000 per year. The new contract with Securly is \$23,911.80 for 43 months, paid in annual installments of \$7,970.60. This represents a reduction in cost of \$2,029.40 per year. Funds are allocated in the annual IT budget for internet filtering services.

**Recommendation:**

It is recommended that the Board of Trustees approves the contract with Trebron Company Inc. to provide internet filtering services, using Securly Anywhere Filtering, through June 30, 2020.

**Date: October 20, 2016**

**Buyer:** Fountain Valley School District

**Trebron Account Executive:** Eric Peters  
**Trebron Company, Inc.** 5506 35<sup>th</sup> Ave. N.E.  
Seattle, WA 98105

**Mailing:** 10055 Slater Avenue  
**Address:** Fountain Valley, CA 92708

**Telephone:** 206-527-3477 Corporate  
**Telephone:** 800-499-3079 Toll Free  
**Email:** [epeters@trebron.com](mailto:epeters@trebron.com)

## Purchase Agreement

The Parties hereto, "Buyer," Fountain Valley School District and "Seller," Trebron Company, Inc. hereby agree as follows:

- Description:** Buyer agrees to purchase from Seller, "Product" as listed in the table below for \$23,911.80 (Twenty-Three Thousand Nine Hundred Eleven United States Dollars and 88/100), plus applicable shipping costs and sales tax, unless Buyer is exempt from the payment of such tax and provides Seller with evidence of such exemption.

Qty (Users)	Included Components	Term (Months)	Total Price (\$USD)
1,300	Securly Anywhere Filtering	43	\$23,911.80

- Payment:** To be made to Seller in three annual installments of \$7,970.60. The first payment is due on or before July 31, 2017. The second payment is due on or before July 31, 2018. The third payment and final payment is due on or before July 31, 2019. Payment Terms are net thirty (30) days from date of invoice. All payments shall be by check made payable to Trebron Company, Inc. at the address listed above.
- Term:** Buyer's license for the product expires approximately 6/30/2020 (43 months).
- Representations:** Buyer understands that Seller is a reseller of hardware and software products. Buyer acknowledges that it has not relied on any representations by Seller and has independently investigated the products and determined the suitability of the products for Buyer's intended purposes.
- Warranty:** Seller shall pass through to Buyer any original manufacturers' warranties for Product acquired by Seller for Buyer, including Licensor's warranties for Product. Except for the foregoing, Seller shall deliver the Product "as is" and Seller makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- Limitation of Liability:** Under no circumstances will Seller be liable for any incidental, indirect, special or consequential damages from Buyer or any third party, including damages for lost revenue, profits, data or use, even if Seller has been advised of the possibility of such damages. In no event shall Seller's entire liability under this agreement exceed the price of the products under this Agreement.
- Indemnification:** Buyer shall defend, indemnify and hold harmless Seller, its employees and its agents from and against all damages, claims and liabilities of every nature whatsoever, including but not limited to reasonable legal expenses, arising in connection with or out of the improper or unauthorized operation use or repair of the products furnished to Buyer.
- Late Fees:** Late payments shall accrue interest beginning from the payment due date at a rate of eighteen percent (18%) per annum or the maximum allowable legal rate whichever is lower. In the event that any payment or amount owed is more than ninety (90) days past due, Seller may declare the entire amount due and owing in addition to accrued fees and costs. Buyer's failure to pay under this agreement may result in termination of Buyer's software license.
- Cancellation:** Once Seller has accepted Buyer's order, Buyer cannot cancel the agreement, in whole or in part, without Seller's express written consent. Such cancellation is conditioned upon Buyer's reimbursement to Seller for all costs incurred by Seller in connection with the order up to the time of cancellation—including, but not limited to Seller's cost for cancellation.
- Attorney's Fees:** In the event any cost or expense, including reasonable attorney's fees ("Costs") are incurred in the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement for all such Costs in addition to damages.

11. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Venue for any and all actions shall be in the state or federal courts of King County, Washington.
12. **Software:** Buyer will negotiate all software license provisions of Product directly with the Licensor.
13. **Miscellaneous:** This Agreement must be executed on or before 10/30/2016 or it becomes void.
14. **Waiver:** The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach and shall be effective only if presented in writing.
15. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect.
16. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties and may not be amended or superseded except in writing with execution by both parties.

## Fountain Valley School District

\_\_\_\_\_  
IT Director Signature

\_\_\_\_\_  
Business Office Signature - Required

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Must be signed by an authorized representative of Buyer**

## Trebron Company, Inc.

### Billing Information

Do you accept invoices via Email? Y  N

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Accounts Payable Contact

Norbert van Dam  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date





Fountain Valley School District  
Business Services Division,

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
Jennifer Hawes, Transportation Supervisor  
SUBJECT: **APPROVAL OF THE CONTRACT TO PROVIDE  
TRANSPORTATION SERVICES, AS NEEDED, TO THE OCEAN  
VIEW SCHOOL DISTRICT DURING THE 2016-2017 SCHOOL  
YEAR**  
DATE: November 10, 2016

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**Background:**

In 2014, the Fountain Valley School District assisted the Ocean View School District with transporting students, due to unforeseen circumstances. Currently, the District Transportation Department continues to assist Ocean View in transporting students on an as needed basis. These transportation services are provided only when doing so does not impact the transportation of Fountain Valley School District students.

**Fiscal Impact:**

The Ocean View School District will pay the Fountain Valley School District \$4.13 per mile, \$45.82 per hour, and \$63.46 per overtime hour, when invoiced, not to exceed \$16,500.00 for the 2016-2017 school year.

**Recommendation:** It is recommended that the Board of Trustees approves the contract to provide transportation services, as needed, to Ocean View School District during the 2016-2017 school year.



taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A

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CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

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

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty (30) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the DISTRICT's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopied matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than thirty (30) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents and employees as additional insureds under said policy.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

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

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

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

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

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

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

DISTRICT:

Ocean View School District of Orange County  
17200 Pinehurst Lane  
Huntington Beach, CA 92647

CONTRACTOR:

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

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

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

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

THIS AGREEMENT IS ENTERED INTO THIS \_\_\_ DAY OF \_\_\_\_, 20\_\_.

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY  
Name of District

Fountain Valley School District  
Contractor Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Michael Conroy, Ed.D.  
Typed Name

\_\_\_\_\_  
Typed Name

Deputy Superintendent  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Taxpayer Identification Number

- \* *Risk Manager should review all insurance requirements for the District.*
- \* *Criminal Record Check (Fingerprint) may be applicable.*

Contract Number: 1617-041-AS  
 Board Approved: November 15, 2016, (ratified)  
 Funding Source: Fund 01  
 Account Number: 01-460-390-76-5820  
 Department Lead: \_\_\_\_\_

Name	Signature	Date
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Deputy Supt: \_\_\_\_\_

Name	Signature	Date
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Fountain Valley School District  
Instruction Department

MEMORANDUM

TO: Board of Trustees  
FROM: Julianne Hoefer, Director Assessment & Accountability  
SUBJECT: **CONTRACT FOR TITLE I PRIVATE SCHOOL SERVICES –  
MARISA CHOAN**  
DATE: November 10, 2016

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**Background:**

The Federal Elementary and Secondary Education Act (ESEA) mandates districts that receive Title I funding must make those funds available to not-for-profit private schools who serve students that live within the district boundary. In FVSD this means that any student who resides in the Cox, Masuda, Oka, or Plavan area, qualifies as low income, and attends a not-for-profit private school may have funds directed to that school to support his/her achievement. The amount of funding is based on the per pupil Title I allocation and is the same as that allocated to Title I students served within FVSD. For the 2016/17 school year, the preliminary per pupil allocation is \$392.73.

For the second year in a row, Orange Crescent School decided to participate in the FVSD Title I program. Through the survey process two students were identified as eligible. The independent contractor, Marisa Chohan will provide non-secular intervention instructional services in English language arts and math to target students.

**Fiscal Impact:**

The services rendered will not exceed \$1,400 and have been accounted for in the existing Title I budget.

**Recommendation:**

It is recommended that the Board of Trustees approves the Contract for Title I Private School Services.

# CONSULTING AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, hereafter referred to as "Consultant" and the Fountain Valley School District, hereinafter referred to as "District".

Whereas, the District is in need of special services and advice; and

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

Whereas, Consultant is specially trained, experienced and competent to provide the special services and advice required; and

Whereas, such services are needed on a limited basis:

Now, therefore, the parties hereto agree as follows:

1. Services to be provided by consultant:

2. The Consultant will commence providing services under this agreement on \_\_\_\_\_ and will diligently perform as required and complete performance by \_\_\_\_\_. The Consultant will perform said services as an independent calling and not as an employee of the District. Consultant shall be under the control of the district as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to this agreement.
4. The District shall pay the consultant \$ \_\_\_\_\_ per day for \_\_\_\_\_ days, for a total contract price of \$ \_\_\_\_\_ for services rendered pursuant to this agreement
5. The District may at any time for any reason terminate this agreement and compensate Consultant only for services rendered to the date of termination. Written notice by the District Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents and employees from every claim or demand made and every liability or loss, damage or expense of any nature whatsoever, which may be incurred by reason of: (A) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees or agents; (B) Any injury to or death of persons or damage to property sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employee or agents. The Consultant, at Consultant's expense, cost and risk, shall defend any and all actions, suits or other proceeding that may be brought or instituted against the District, its officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
7. This agreement is not assignable without written consent of the parties hereto.
8. Consultant shall comply with all applicable federal, state and local laws, regulations and ordinances including worker's compensation.
9. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this agreement.

In witness whereof, the parties hereto have caused this agreement to be executed.

<p style="text-align: center;">Must be signed <u>prior</u> to District signature</p> <p>Consultant: _____</p> <p>Consultant Signature: <u><i>Navin Natarajan</i></u> _____</p> <p>Address: _____</p> <p>City, State, Zip Code: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Board Approval required <u>prior</u> to signature</p> <p style="text-align: center;">FOUNTAIN VALLEY SCHOOL DISTRICT</p> <p>By: _____</p> <p style="text-align: center;">Director, Business Services</p> <p>Date: _____</p> <p>Date of Board Approval: _____</p>
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DISTRIBUTION: Forward three (3) copies of contract (signed by Consultant) to Business Services for signature. Only one (1) copy of fully executed contract will be returned to Consultant.





Fountain Valley School District  
Educational Services

MEMORANDUM

TO: Board of Trustees  
FROM: Steve McLaughlin, Assistant Superintendent, Educational Services  
SUBJECT: **APPROVAL OF CONSULTING AGREEMENT BETWEEN GROWING EDUCATORS, INCORPORATED AND FOUNTAIN VALLEY SCHOOL DISTRICT TO PROVIDE AN OVERVIEW OF INTERACTIVE READ ALOUD TO TAMURA TK-5 TEACHERS**  
DATE: November 10, 2016

**Background:**

Growing Educators, Incorporated will work with the Tamura TK-5 teachers to help them better understand reading comprehension through Interactive Read Alouds. Interactive Read Alouds are tied to the Common Core Standards through Speaking and Listening Standards, Reading: Literature & Informational Texts and ELD, interacting in meaningful ways. This allows the opportunity for implicit teaching of reading where the instructor models thinking and work a reader does in order to navigate the accuracy, fluency and thinking required of a text. For language learners, the instructor models academic language and higher order thinking skills through questioning and guides students to make deep connections and inferences without the burden of having to read the text themselves.

There will be a half day of training on November 4, 2016 in which Growing Educators will provide one consultant for the training.

This information was not available at the time of the October 13 Board meeting for approval.

**Fiscal Impact:**

All expenses associated with the Growing Educators half day training at Tamura School will be covered by funds from Educational Services' ELA budget.

**Recommendation:**

It is recommended that the Board of Trustees approves the agreement between Growing Educators, Inc. and Fountain Valley School District.

We would also like to recommend that Growing Educators, Inc. be added to the Independent Contractor list for the 2016/2017 school year which was approved at the Board meeting of September 8, 2016.

# CONSULTING AGREEMENT

This agreement is made and entered into this 4th day of November, 20 16, between Growing Educators, Incorporated, hereafter referred to as "Consultant" and the Fountain Valley School District, hereinafter referred to as "District".

Whereas, the District is in need of special services and advice; and

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

Whereas, Consultant is specially trained, experienced and competent to provide the special services and advice required; and

Whereas, such services are needed on a limited basis:

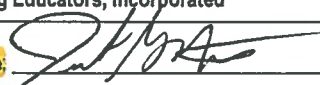
Now, therefore, the parties hereto agree as follows:

1. Services to be provided by consultant:

**Services: SnapShot Day**  
**1/2 Day On-site PD - Overview of Interactive Read Aloud**  
**(1) Demonstration LAB (K-5)**  
**For Tamura School**

2. The Consultant will commence providing services under this agreement on 11/04/2016 and will diligently perform as required and complete performance by 11/04/2016. The Consultant will perform said services as an independent calling and not as an employee of the District. Consultant shall be under the control of the district as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the performance of the Consultant to this agreement.
4. The District shall pay the consultant \$ 850.00 per day for one days, for a total contract price of \$ 850.00 for services rendered pursuant to this agreement
5. The District may at any time for any reason terminate this agreement and compensate Consultant only for services rendered to the date of termination. Written notice by the District Superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
6. Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents and employees from every claim or demand made and every liability or loss, damage or expense of any nature whatsoever, which may be incurred by reason of: (A) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this agreement expect for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees or agents; (B) Any injury to or death of persons or damage to property sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employee or agents. The Consultant, at Consultant's expense, cost and risk, shall defend any and all actions, suits or other proceeding that may be brought or instituted against the District, its officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.
7. This agreement is not assignable without written consent of the parties hereto.
8. Consultant shall comply with all applicable federal, state and local laws, regulations and ordnances including worker's compensation.
9. Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this agreement.

In witness whereof, the parties hereto have caused this agreement to be executed.

<p style="text-align: center;">Must be signed <u>prior</u> to District signature</p> <p>Consultant: <u>Growing Educators, Incorporated</u></p> <p>Consultant Signature: <u></u></p> <p>Address: <u>4001 Inglewood Ave., Suite 101-607</u></p> <p>City, State, Zip Code: <u>Redondo Beach, CA 90278</u></p> <p>Date: <u>10-28-2016</u></p>	<p style="text-align: center;">Board Approval required <u>prior</u> to signature</p> <p style="text-align: center;">FOUNTAIN VALLEY SCHOOL DISTRICT</p> <p>By: _____                  Director, Business Services</p> <p>Date: _____</p> <p>Date of Board Approval: <u>November 17, 2016</u></p>
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DISTRIBUTION: Forward three (3) copies of contract (signed by Consultant) to Business Services for signature. Only one (1) copy of fully executed contract will be returned to Consultant.

Board meeting of November 17, 2016



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
**SUBJECT: Board Item – Lifesigns Sign Language Interpreter Service Agreement**  
DATE: November 10, 2016

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**Background:**

Due to increasing requests for sign language services for parent conferences/meetings, assessments, IEP's, etc., there is a need to contract with an outside agency to meet these requests as Fountain Valley School District does not have the resources to meet these requests. These requests will be filled on a case by case basis and so charged on a case by case basis. We would like to contract with Lifesigns which is a company that provides communication access through sign language interpreters to the deaf and hard of hearing communities of Southern California. This company has the ability to service the different dialects within the sign language genre that may be requested for interpretation. Term of agreement to be November 11, 2016 thru June 30, 2017. Amount to be \$5,000.

**Fiscal Impact:**

Fiscal impact will be \$5,000.

**Recommendation:**

It is recommended that the Board of Trustees approves the service agreement with Lifesigns for November 11, 2016 thru June 30, 2017 and authorizes the Superintendent or designee to sign all documents.



**LIFESIGNS**  
SINCE 1986

**SIGN LANGUAGE INTERPRETER SERVICE AGREEMENT  
GENERAL/MEDICAL**

LIFESIGNS office hours are from 8:30 am to 5 pm, Monday through Friday only.  
We observe all state and federal holidays.

**FOR ALL AREAS**

**DISPATCH OFFICE  
(to request an interpreter)**

**Toll Free:** (888) 930-7776  
**Dispatch Office:** 323-550-4210  
**FAX:** (888) 227-5021  
**Email:** lifesigns@lifesignsinc.org

**ACCOUNT SERVICES  
(for billing and contract inquiries)**

**Voice:** (323) 550-4242, (323) 550-4298  
**Videophone:** (323) 892-2212  
**Email:** lifesigns@lifesignsinc.org

**FOR AFTER-HOURS EMERGENCIES**

**(5 PM – 8:30 AM, MONDAY-FRIDAY, WEEKENDS & HOLIDAYS)  
(800) 633-8883**

***(Note: This number is for mental health, medical, and law enforcement emergencies only)  
Please do not use the emergency number for regular requests or messages.***

**LIFESIGNS, Inc.  
2222 Laverna Avenue  
Los Angeles, CA 90041  
Tax ID: 95-4044564**

LIFESIGNS, Inc. is a subsidiary of the Greater Los Angeles Agency on Deafness, Inc. (GLAD).



**NOTE: ALL LIFESIGNS ASSIGNMENTS ARE BILLED AT A 2-HOUR MINIMUM.**

**SPECIFICATIONS AND RESPONSIBILITIES:**

**1. INTENT**

LifeSigns Now dba LIFESIGNS, Inc. (hereafter LIFESIGNS) provides communication services to remove communication barriers to both parties involved, also to individuals, businesses and organizations who are covered by Section 504 of the Rehabilitation Act, Americans with Disabilities Act and similar state and federal laws requiring the provision of auxiliary aids and services as necessary to ensure effective communication with deaf, hard of hearing or deaf-blind persons.

Subject to the availability of interpreters, LIFESIGNS agrees to provide communication services upon request to AGENCY. AGENCY agrees to the following conditions, rates and services listed below. The following conditions, rates, and services apply to communication services provided by LIFESIGNS on an as-needed basis.

**2. DEFINITIONS**

After-hours: Monday through Friday after 5:00 p.m. and before 8:30 a.m., weekends and holidays.

Business hours: Monday through Friday, between 8:30 a.m. to 5:00 p.m. *excluding weekends and holidays.*

On-call: Emergency medical, mental health or legal requests made after hours.

Emergency Interpreting: Any request submitted less than 72 hours from date of services needed. Also, any time beyond the originally requested time will be billed at the emergency rate.

Portal to Portal: For On-Call requests, billing starts from when the interpreter is dispatched and has left their home to your location, and ends when the interpreter arrives back at their home upon the completion of the assignment. This typically adds 1-2 hours to the number of billable hours.

Agency: The entity that is requesting interpreting services. They are the party to be billed and can also be considered the REQUESTOR or CUSTOMER.

**3. SIGN LANGUAGE INTERPRETING**

LIFESIGNS staff and subcontracting interpreters are certified by either the National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID), OR possess Educational Interpreter Performance Assessment (EIPA) certification. Most certificate holders have completed professional interpreter training and have extensive professional interpreting experience.

**TEAM INTERPRETING** - LIFESIGNS reserves the right to determine if an assignment based on its length or complexity requires two interpreters rotating at intervals of 20-30 minutes. Generally, assignments exceeding 2 hours or any assignment with continuous non-stop presentations (lectures, presentations even if under 2 hours), meetings, groups and/or legal type meetings where two separate parties are represented with two different sides/points of view will



require a team of two or more interpreters. **In these instances, agency will be billed for 2 (or more) interpreters for the same assignment.**

### **AFTER-HOURS (AKA ON-CALL) EMERGENCY INTERPRETING**

Emergency requests for true medical, mental and law enforcement situations are given top priority. Interpreters are available every day after-hours (5:00 pm to 8:30 am) specifically for **true medical, mental health and law enforcement emergencies only**. Please do not call the After-Hours Emergency Line to make requests or to leave messages for the dispatchers.

1. If you have an emergency or last minute request during business hours, please call our Dispatch Office at (323) 550-4210.
2. The emergency phone number is 800-633-8883, and is available after business offices have closed. The emergency line is for medical, mental health or legal emergencies only that require immediate attention and response.

### **FEE SCHEDULE**

**GENERAL FEE RATE SCHEDULE** (for requests made greater than 72 business hours in advance of date of service):

1. **ASL, PSE, SEE & Oral:** \$75 per hour with a 2 hour on-site minimum.
2. **Tactile (deaf/blind), Tri-Lingual (Spanish, English and ASL), CDI (Certified Deaf Interpreter).** \$80 per hour with a 2 hour on-site minimum.
3. **Team Interpreting** – Rates as noted above **times** the number of interpreters.

**EMERGENCY RATES** will be charged for any service requested with less than 72 business hours advanced notice. Emergency rates are as follows:

1. **ASL, PSE, SEE & Oral:** \$85 per hour with a 2 hour on-site minimum.
2. **Tactile (deaf/blind), Tri-Lingual (Spanish, English and ASL), CDI (Certified Deaf Interpreter):** \$90 per hour with a two (2 hour on-site minimum).
3. **Emergency On-Call (after-hours) services:** \$105 per hour. On-call assignments are billed Portal to Portal (see previous definitions). Cancellations that incur en route will be billed for the 2-hour minimum or the Portal-to Portal time, whichever is longer.

**DRIVE TIME:** Due to the distance of assignment location, any job over 30 miles from LIFESIGNS or the nearest regional office will be charged mileage (round-trip) according to IRS Standard Mileage Rates. Note: If LIFESIGNS encounters difficulty in securing an interpreter for the assignment because of distance, a flat fee may be negotiated in lieu of the IRS standard rate.

### **GLAD REGIONAL OFFICES**

- GLAD Headquarters – 2222 Laverna Avenue, Los Angeles, CA 90041
- Bakersfield GLAD – 4949 Buckley Way, Suite 203, Bakersfield, CA 93309
- Center on Deafness, Inland Empire – 3576 Arlington Avenue, Suite 211, Riverside CA 92506



- Orange County Deaf Equal Access Foundation – 6022 Cerritos Avenue, Cypress, CA 90630
- Tri-County GLAD – 702 County Square Drive, Suite 101, Ventura, CA 93003

### **ACCOUNT SERVICES**

LIFESIGNS uses a fully-compliant online platform – <https://lifesigns.interpreterintelligence.com> – that allows our customers to view their invoices online. Upon submission of your service agreement, your Accounts Payable staff will be contacted to set up your online account.

If you have questions related to your invoices, contract/service agreement or other billing-related issues, please contact Account Services during regular business hours.

- Telephone: (323) 550-4242 or (323) 550- 4298.
- Videophone for deaf customers: (323) 892-2292.

### **REMITTANCE FOR SERVICE**

Payment of invoice(s) is required within 30 days of receipt by AGENCY. Cost of service is incurred to AGENCY only when an interpreter is dispatched, or AGENCY cancels as follows:

- For jobs that are 2 hours or less – notification must be made at least 24 hours prior to the scheduled start time
- For jobs exceeding 2 hours – notification must be made at least 48 hours prior to the scheduled start time.

### **INSUFFICIENT FUNDS/RETURNED CHECKS**

Any returned check incurs a \$30.00 processing fee to requestor.

### **LATE FEES**

Invoices in delinquency may incur a late fee to cover administrative costs. A monthly interest rate of 1.5% may be assessed to any invoice that is delinquent beyond the Net 30 payment policy agreed upon in this contract. If a requestor accumulates late invoices, LIFESIGNS may withhold services until the account balance is made current.

### **COLLECTIONS EXPENSES**

All expenses incurred by LIFESIGNS for invoice collections from a third party will be invoiced to requestor. LIFESIGNS will send a certified letter to requestor informing them of an invoice delinquency before proceeding to collections.

## **POLICIES AND PROCEDURES FOR AGENCY INTERPRETER SERVICES REQUESTS**

Due to the high demand for communication services, LIFESIGNS strongly encourages that all requests be made with a minimum of 5-7 working days' advance notice. LIFESIGNS cannot guarantee interpreters for any request made in less than the required notice; however, every effort will be made to secure an interpreter.



When requesting an interpreter, please provide the following information:

1. Date of service needed.
2. Time span of service (start time and we must have an approximate end time).
3. Address of assignment (including cross street, room numbers, building, parking location and fees or any other pertinent information).
4. Contact person at the interpreting site and direct phone/cell number.
5. Nature of the assignment (1-1 meeting, computer training, medical appointment, new employee orientation, parent/teacher conference, etc.)
6. Billing information (authorized person, attention to whom and PO# if required).

Due to tight schedules and our commitment to provide service to as many clients as possible, we highly suggest you secure an interpreter to the end-time you anticipate to complete your request. Cost of service is incurred to AGENCY only when an interpreter is dispatched. Due to the high demand of interpreters, all efforts will be made to provide interpreter as soon as possible. **Any assignment going over the original time requested/excess time will be billed at emergency rate.** We always suggest you over-estimate the time needed as we cannot guarantee the interpreter's availability after scheduled time. The interpreter may have other scheduled assignments based on the original requested time.

### **CONFIRMATION OF INTERPRETER IS A COURTESY**

Although as a courtesy LIFESIGNS provides confirmation once an interpreter accepts your request, it is in your best interest to contact LIFESIGNS if you do not receive a confirmation. **If you do not receive a confirmation and decide to request services through another agency, you must contact LIFESIGNS to cancel your request or you will be billed for the interpreter.** Failure to cancel the request obligates payment for interpreter. The courtesy confirmation you will receive is an email confirming that the job has been assigned along with the name of the interpreter, dependent on accurate email address(es) being provided.

### **POLICY ON CANCELLATIONS AND CHANGES**

To affect billing, cancellations or changes for assignments lasting 2 hours or less will require **greater than 24 business hours** advance notice of cancellation. Cancellation or changes for assignments lasting longer than 2 hours will require **greater than 48 business hours** advance notice of cancellation.

#### **BUSINESS HOURS:**

**LIFESIGNS office hours are 8:30 am to 5 pm Monday through Friday.**

**We observe all state and national holidays.**

1. Cancellations/changes must be made during business hours. Cancellations/changes made after business hours and/or during holidays will not be considered until the next business day.
2. If the cancellation/change is not made within the specified amount of time, the AGENCY will be billed for the total amount of time requested.
3. Weekends and holidays are not considered regular business hours.
4. We request that all cancellations or changes be made via FAX or EMAIL using the original request with the word CANCELLATION or change written diagonally across the request and re-sent to LIFESIGNS.
5. **ALWAYS** call our Dispatch Office at (323) 550-4210 to verify that the cancellation or notice of change was received.
6. If the request was made by phone please submit via FAX or EMAIL the following information:
  - a. Name of requesting agency or company





- b. Date, time, location of appointment
- c. Name of consumer
- d. Write the words "PLEASE CANCEL REQUEST" OR list the specified change diagonally across the form and include your name and phone number.
- e. Note: If your interpreting request is being paid by a third-party (i.e., insurance company), and the request is cancelled or changed, it is your responsibility to immediately notify the third party of the cancellation or change.

### **NO-SHOW POLICY**

The event of CUSTOMER/PATIENT/CLIENT's failure to appear for scheduled appointment will not release the AGENCY from the responsibility of full payment for secured services requested. It is the AGENCY'S responsibility to independently confirm that the CUSTOMER/PATIENT/CLIENT will appear. However, in the event that an interpreter is late for a scheduled appointment, then the fee for services rendered should be prorated to reflect the amount of time actually worked.

### **INDEPENDENT CONTRACTOR STATUS**

The parties hereto are independent contractors at all times and neither shall be considered the employee, agent or partner of the other.

### **GRIEVANCE PROCEDURES**

Suggestions for improving LIFESIGNS are always welcome. At some time during the contractual period, the AGENCY may have a complaint, suggestion or question regarding LIFESIGNS Policies and Procedures or services. Good-faith complaints, questions and suggestions are also of concern to LIFESIGNS.

Please use the following guidelines when addressing concerns:

1. Within a week of the occurrence, please inform the director of LIFESIGNS who will then investigate and attempt to provide a solution or explanation. If the complaint is regarding the director, the AGENCY has the right to bring the situation to the attention of the CEO of the Greater Los Angeles Agency on Deafness, Inc. (LIFESIGNS, Inc. is a subsidiary of GLAD, Inc.).
2. AGENCY may also state the concern in writing and present it to the director of LIFESIGNS.

In order to resolve an issue through grievance procedures, a written statement must contain the following:

1. Provide the specific complaint, suggestion or question.
2. Describe what took place.
3. Furnish date(s) of incidents. Include names and title of individuals who are part of the grievance, suggestion or question.
4. Include all supporting documentation.

### **TERMINATION OF SERVICES**

Either party may terminate this Agreement without cause effective 30 days after receipt of written notice provided to the other party by the terminating party.



Either party may terminate this Agreement with cause for any material breach of this Agreement upon notice served to the other party specifying the nature of the breach.

### **INDEMNIFICATION**

LIFESIGNS shall defend, indemnify and hold AGENCY, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the loss of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of LIFESIGNS, its officers, agents or employees.

AGENCY shall defend, indemnify and hold LIFESIGNS, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the loss of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of AGENCY, its officers, agents or employees.

### **CONTRACT DISPUTES**

All disputes regarding this agreement shall be settled in Los Angeles County. If any provision is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

### **INSURANCE**

LIFESIGNS shall procure at its own cost and expense, and maintain during the existence of this Agreement, the following policies in connection with the performance of the obligations in this Agreement:

- Professional Liability Insurance subject to \$1,000,000 limits
- Errors and Omissions Insurance subject to \$1,000,000 limits
- Comprehensive General Liability Insurance subject to \$2,000,000 limits

### **AMENDMENTS**

This Agreement may be amended in whole or in part by mutual agreement of both parties. Such modifications shall be made in writing and must be signed by each party hereto. All such amendments shall be attached hereto and shall become a part of this Agreement immediately upon full execution of each amendment.

Any provisions required to be included in this Agreement by any applicable law or regulation shall bind both parties to this Agreement, whether or not expressly provided in this Agreement. Either party shall notify the other party of such requirement in writing at least 30 days before the effective date of such law or regulation.

For questions regarding this agreement, please contact our Account Services Office:

- Voice – (323) 550-4242



- Voice – (323) 550-4298
- Videophone (for deaf customers) – (323) 892-2212

### **NONDISCRIMINATION**

Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

### **CONFIDENTIALITY**

All parties involved in any services rendered are required to maintain confidentiality in regards to all information seen, heard or observed on any premises or shared from any party when making a request for service. All interpreters dispatched by LIFESIGNS are required to hold confidentiality to the highest standards set forth by the Registry of Interpreters for the Deaf, Inc.'s Code of Professional Conduct. Exceptions to confidentiality are only allowed in cases when a party must be a Mandated Reporter by law or when making a grievance or giving feedback in regards to services rendered or requested.

### **EEOC Executive Order 11246**

Unless this Agreement is exempted by rules, regulations, or orders of the Secretary of the United States Department of Labor, the parties agree to comply with the Equal Employment Opportunity provisions of Executive Order 11246, § 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act.

**The parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

The parties also agree, where applicable, to comply with the regulations set forth under 29 CFR part 471, Appendix A to Subpart A regarding NLRA compliance.

### **The Section Below Applies to Medical Facilities and Providers Only**

### **GOVERNING LAW AND PARTIAL INVALIDITY**

LIFESIGNS hereby acknowledges that AGENCY is a California Health Care Service Plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (the Act) as amended, and both parties shall be bound by the terms and requirements of the Act and regulations promulgated therefore.



Further, LIFESIGNS acknowledges that AGENCY, its providers and its business partners are subject to laws and regulations relating to state and federal public health programs, including Medi-Cal and Medicare programs. The parties hereto agree that they shall comply with all laws and regulations relating to such public health programs.

LIFESIGNS understands and acknowledges that, as part of this Agreement, it will compile and maintain or have access to certain medical information relating to AGENCY'S members and that such information is subject to the California Confidentiality of Medical Information Act and the Federal Health Insurance Portability and Accountability Act (HIPAA) and regulations promulgated thereto. LIFESIGNS agrees that it shall maintain the confidentiality and security of personally identifiable health information relating to AGENCY'S members and shall insure that its subcontractors comply with such laws and regulations.

LIFESIGNS agrees to enter into a "Business Associate Agreement" with AGENCY when and as required by HIPAA and its regulations.

### **EXPIRATION OF SERVICE AGREEMENT**

This Agreement will expire after one (1) year from the date signed by agency.



## SUMMARY OF GENERAL SERVICE AGREEMENT

1. General ASL rate is \$75 per hour (2 hour minimum)
2. Trilingual, CDI & Tactile rate is \$80 per hour (2 hour minimum)
3. Emergency rate for any service request made with less than 72 business hours (3 business days) notice:
  - ASL interpreting: \$85 per hour (2 hour minimum)
  - Trilingual, CDI or Tactile interpreting: \$90 per hour (2 hour minimum)
4. Emergency On-Call rate is \$105 per hour with Portal-to-Portal (2 hour minimum)
5. Team Interpreting – Rates as noted above **times** the number of interpreters.
6. Drive-Time: Due to the distance of assignment location, any job over 30 miles from LIFESIGNS or any of our regional offices will be charged the additional IRS established rate per mile round trip. Drive-time rates are established by the Internal Revenue Service. Note: If LIFESIGNS encounters difficulty securing an interpreter for an assignment because of distance, a flat fee may be negotiated in lieu of the IRS Standard Rate.
7. To avoid full charge, cancellations/changes must occur during business hours (Monday-Friday, 8:30 am- 5:00 pm, EXCLUDING holidays and weekends). Notification of cancelled or changed requests must be submitted at least 24 business hours before a 2-hour assignment and 48 hours before an assignment greater than 2 hours.
8. A “No-show” of deaf client still requires agency to pay for the entirety of requested hours.

**If you do not receive a confirmation and decide to request services through another agency, you must contact LIFESIGNS to cancel your request or you will be billed for the interpreter.**

To access your interpreting requests online 24 hours, 7 days a week, go to:

<https://lifesigns.interpreterintelligence.com>

(contact our Dispatch Office at (888) 930-7776 to set up your online account)

## AUTHORIZING AND BILLING INFORMATION

---

**Company Name**

---

**Billing Address, City, State, Zip Code**

---

**Credit Card Number with expiration date (*required for individuals*)    Name on Card**

---

**Website (URL)**

mail address

E-

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**PRINT Authorized Agent's Name**

**Title**

**Direct Phone Number**



Signature of Authorized Agent

Date Signed (expires after one year)

LIFESIGNS, INC. - Tax ID: 95-4044564  
2222 Laverna Avenue, Los Angeles, CA 90041

Email: [lifesigns@lifesignsinc.org](mailto:lifesigns@lifesignsinc.org)

Telephone: (323) 550-4210; Toll free (888) 930-7776 (not for emergencies); Fax: (888) 227-5021

**For after-hours law enforcement and medical emergencies, call (800) 633-8883.**

## LIFESIGNS CONTACT SETUP

<https://lifesigns.interpreterintelligence.com>

LIFESIGNS utilizes a *fully HIPAA compliant* online platform for receiving interpreting requests and dispatching these requests to your service locations.

For us to create your online user account please complete the information shown below. We will email your login name and password to you when we receive your service agreement. Multiple user accounts can be created upon request.

### Online User Account Setup

**For Requestors (to enter and access job requests and to receive notification of confirmations, changes and cancellations):**

-----  
*Name of Company* \_\_\_\_\_

Email Address	
First Name	
Last Name	
Phone Number	(    )
Fax Number	(    )

Email Address	
---------------	--



First Name	
Last Name	
Phone Number	(     )
Fax Number	(     )

To add users, email [lifesigns@lifesignsinc.org](mailto:lifesigns@lifesignsinc.org) or call our dispatchers at (323) 550-4210.

## CUSTOMIZING YOUR ACCOUNT

List the various service locations connected to your account. ***This is NOT part of the request process, this merely helps us set up your account!***

***Name of Company:*** \_\_\_\_\_

Service location #1

Address: \_\_\_\_\_

Room # / Suite # / Floor # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Service location #2

Address: \_\_\_\_\_

Room # / Suite # / Floor # \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Service location #3

Address: \_\_\_\_\_

Room # / Suite # / Floor # \_\_\_\_\_



City, State, Zip: \_\_\_\_\_

## CUSTOMIZING YOUR INVOICES

Please list any required codes or fields you need included on your invoices.

**Name of Company:** \_\_\_\_\_

- Purchase order # \_\_\_\_\_ Expires \_\_\_\_\_
- If applicable, should the consumer's authorization number be included on the invoice? Yes \_\_\_\_\_ No \_\_\_\_\_
- List consumer's name on invoice? Yes \_\_\_\_\_ No \_\_\_\_\_
- List department on invoice? Yes \_\_\_\_\_ No \_\_\_\_\_
- List location on invoice? Yes \_\_\_\_\_ No \_\_\_\_\_
- Other billing requirements? Specify: \_\_\_\_\_

### Accounts Payable Information:

Email Address	
Name (first, last)	
Phone Number	( )
Fax Number	( )





Email Address	
Name (first, last)	
Phone Number	(     )
Fax Number	(     )

*You can download your company's invoices! Contact Account Services at (323) 550-4242 /4298 and we'll give you access to our invoicing system!*



Board meeting of November 17, 2016



Fountain Valley School District  
Support Services

MEMORANDUM

TO: Board of Trustees  
FROM: Cara Robinson, Director, Support Services  
**SUBJECT: Special Ed Settlement Agreement (Ref: 111716an)**  
DATE: November 10, 2016

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**Background:**

According to the Special Education Settlement Agreement signed on October 6, 2016 between Parents and the Fountain Valley School District, the Parties acknowledge that the Agreement shall cover all of the District's educational obligations to Student through the 2016-2017 Regular School Year and through Extended School Year 2017 (August 1, 2017). Attorney fees incurred on behalf of the student will be paid directly to the attorney. Term of settlement agreement is October 6, 2016 through August 2, 2017.

**Fiscal Impact:**

Continuation of previous placement costs. New costs include \$6,500.00

**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 Ed Settlement Agreement (Ref: 111716gd)**  
DATE: November 10, 2016

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**Background:**

According to the Special Education Settlement Agreement signed on October 26, 2016 between Parents and the Fountain Valley School District, it was agreed to reimburse parents not to exceed Twenty Thousand Eight Hundred Seventy Five Dollar (\$20,875.00). The Parties acknowledge that the Agreement shall cover all of the District's educational obligations to Student through the 2016-2017 Regular School Year and through Extended School Year 2017 (August 1, 2017). Attorney fees incurred on behalf of the student will be paid directly to the attorney. Term of settlement agreement is October 6, 2016 through August 2, 2017.

**Fiscal Impact:**

\$20,875.00

**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 (Ref: 111716hs)**  
DATE: November 10, 2016

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**Background:**

According to the Special Education Settlement Agreement signed on October 31, 2016, between Parents and the Fountain Valley School District, it was agreed to contract with Non Public School (NPS) not to exceed Fifty Seven Thousand Two Hundred Seventy Five Dollars (\$57,275.00). 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 at Eight Thousand Dollars (\$8,000.00). Educational services will be paid directly to the parents. Term of settlement agreement is November 1, 2016 thru June 23, 2017.

**Fiscal Impact:**

Not to exceed \$65,275.00

**Recommendation:**

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



Fountain Valley School District  
BUSINESS SERVICES DEPARTMENT

MEMORANDUM

TO: Board of Trustees  
FROM: Christine Fullerton, Assistant Superintendent, Business Services  
SUBJECT: **RATIFY THE LISTED MEMBERS OF THE DISTRICT'S REAL  
PROPERTY ADVISORY COMMITTEE**  
DATE: November 10, 2016

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**Background:**

On August 11, 2016, the Board of Trustees approved Resolution 2017-09, establishing a Real Property Advisory Committee pursuant to Education Code Section 17387 et seq. The purpose of this committee is to advise the Board in the disposition of the District's Crossroads Office Park located at 265 S. Anita Drive, Orange, California. Education Code section 17389 states that an advisory committee must consist of not less than seven and not more than eleven 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. The following individuals have been selected to serve on the Real Property Advisory Committee:

1. Tom Antal
2. Steve Brown
3. David Pate
4. Ed Eldridge
5. Chris Christensen
6. Tiffany Covington
7. Judy Edwards
8. Susan Galvan
9. Joy Moyers
10. Cheryl Norton
11. David Truong

**Fiscal Impact:**

There is minimal fiscal impact of convening the committee.

**Recommendation:**

It is recommended that the Board of Trustees ratifies the above listed members of the District's Real Property Advisory Committee.

2016/2017

**WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION**  
**CONFIDENTIAL MEMO**

To: FVSD Board Members

From: Rachel Rios, Fiscal Manager  
West Orange County Consortium for Special Education

Date: November 1, 2016

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

Board Meeting Date: November 17, 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	Effective Dates
N/A	ECE 4 Autism W17147	N/A	October 12, 2016 to June 30, 2017
	ECE 4 Autism W17148	\$57,055.00	October 12, 2016 to June 30, 2017
N/A	Port View Preparatory School, Inc. W17152	N/A	November 1, 2016 to June 30, 2017
	Port View Preparatory School, Inc. W17153	\$57,275.00	November 1, 2016 to June 23, 2017

Approved by the FVSD Board of Trustees  
November 17, 2016

\_\_\_\_\_  
Dr. Mark Johnson  
Superintendent

\_\_\_\_\_  
Date:

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17147*

*ECE 4 AUTISM*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

District FOUNTAIN VALLEY SCHOOL DISTRICT

Contract Year 2016-2017

Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

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.***

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2016-2017

CONTRACT NUMBER:  
W17147

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 12th day of October 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and ECE 4 Autism (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 October 12, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

**6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority

of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board



of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA

unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 personal & advertising injury  
\$ 5,000 medical expenses

- B. **Sexual Abuse & Molestation** coverage with the following minimum limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- C. **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 **Personal** vehicles 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.

- D. **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 minimum 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 WOCCSE/Member Districts as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall

indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free

appropriate public education after: (a) verification that any such charge or fee is not a “pupil fee” under Education Code section 49010 et. seq.; (b) written notification to the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student’s receipt of special education and/or related services as specified in the LEA student’s IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR’s general program of instruction shall: (a) be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student’s IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR’s general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA’s graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student’s IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children’s institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI

contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and



CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of

students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the

LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

## **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

**33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

**41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

**42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance

areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.



In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as

specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR

permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing.

CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and

CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **58. RIGHT TO WITHHOLD PAYMENT**

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of

CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master

Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 12<sup>th</sup> day of October 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
ECE 4 Autism

LEA,  
Fountain Valley School District

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

By:

\_\_\_\_\_  
Signature Date

Dr. Mark Johnson, Superintendent

\_\_\_\_\_  
Name and Title of Authorized Representative



Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach, CA 92649
City State Zip	City State Zip 714-903-7000, ext. 4615 714-372-8109
Phone Fax	Phone Fax rrios@hbuhd.edu
Email	Email

**Additional LEA Notification  
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

**EXHIBIT A: RATES**

**CONTRACTOR** ECE 4 Autism **CONTRACTOR NUMBER** W17147 **2016-2017**  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
\$ 190.00	Per Diem

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

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

**B. Related Services**

(1)	a. Transportation – Round Trip	_____	_____
	b. Transportation – One Way	_____	_____
	c. Transportation – Dual Enrollment	_____	_____
	d. Public Transportation	_____	_____
	e. Parent*	_____	_____
(2)	a. Educational Counseling – Individual	_____	_____
	b. Educational Counseling – Group of _____	_____	_____
	c. Counseling – Parent	_____	_____
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	\$90.00	Hourly
	b. Language and Speech Therapy – Group of 2	\$70.00	Hourly
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	\$90.00	Hourly
(5)	a. Additional ABA-trained Instructional Aide – Individual (must be authorized on IEP)	\$175.00	Per Diem
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	\$90.00	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	\$90.00	Hourly
(8)	Physical Therapy	_____	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
	c. Behavior Intervention – Design or Planning (BID) Individual	\$90.00	Hourly
	d. Behavior Intervention – Design or Planning (BID) Consultation/Assessment	\$90.00	Hourly
	d. Behavior Intervention and Implementation (BII) 1:1 Individual	\$90.00	Hourly
	e. Behavior Intervention and Implementation 1:2 ratio (BII/2) Group	_____	_____
(10)	a. Assistive Technology Services – Individual	\$35.00	Hourly
	b. Assistive Technology Services – Group	\$25.00	Hourly
(11)	Recreation Services – Individual	\$55.00	Hourly
(12)	Vocational Education & Career Development – Individual	\$55.00	Hourly
(13)	Psychological Services/Mental Health	_____	_____
(14)	Residential Board and Care	_____	_____
(15)	Residential Mental Health Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

2016/2017

HBUHSD Contract # W17148

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

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on July 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT			<b>Nonpublic School/Agency</b>	ECE 4 AUTISM			
<b>Address</b>	10055 SLATER AVENUE			<b>Address</b>	2000 E IVY HILL LANE			
<b>City, State Zip</b>	FOUNTAIN VALLEY, CA 92708			<b>City, State, Zip</b>	ORANGE, CA 92867			
<b>LEA Case Manager</b>	CARA ROBINSON			<b>Phone</b>	714-637-1489		<b>Fax</b>	714-637-2584
				<b>E-Mail</b>	ece4autism.com			
<b>Student Last Name</b>		<b>Student First Name</b>		<b>Program Contact Name</b>	ZIBA FARZANEH, ADMINISTRATOR			
<b>D.O.B.</b>		<b>I.D. #</b>		<b>Phone</b>	714-637-1489, ext. 2		<b>Fax</b>	714-637-2584
				<b>E-Mail</b>	ziba@ece4autism.com			
<b>Grade Level</b>	5	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>				
<b>Parent/Guardian Last Name</b>		<b>Parent/Guardian First Name</b>		<b>Number of Days</b>	143	<b>Number of Weeks</b>	30	
<b>Address</b>				<b>Education Schedule – Extended School Year</b>				
<b>City, State Zip</b>				<b>Number of Days</b>		<b>Number of Weeks</b>		
				<b>Contract Begins</b>	10/12/16	<b>Ends</b>	06/30/17	
<b>Home Phone</b>		<b>Business/Mobile Phone</b>		<b>Master Contract Approved by the Governing Board on:</b>			11/17/16	

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 190.00	PER DIEM	143		\$ 27,170.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent				X					
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Group									
b. Individual		X			\$90.00/HR	3x30min/wk	90		\$ 4,050.00
5. Occupational Therapy									
a. Therapy		X			\$90.00/HR	2x30min/mo	18		\$ 810.00
b. Consultation									

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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct		X			INCLUSIVE	1x60min/day	143		\$ -
c. Supervision									
d. Assessment									
8. One-to-One Aide - ABA Trained (7hrs/day)		X			\$ 175.00	PER DIEM	143		\$ 25,025.00
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation Public Carrier									
								<b>A + B TOTAL COST</b>	<b>\$ 57,055.00</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ \$ 29,885.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ \$ 57,055.00

Other Provisions/Attachments:

---

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

APPROVED BY THE GOVERNING BOARD ON: 11/17/16

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

-CONTRACTOR-

-LEA-

ECE 4 AUTISM  
 (Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
 (Name of School District)

\_\_\_\_\_  
 (Contracting Officer's Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
 (Name of Superintendent or Authorized Designee)

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

*W17152*

*PORT VIEW PREPARATORY SCHOOL, INC.*

*FOUNTAIN VALLEY SCHOOL DISTRICT*

**2016-2017**



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2016-2017

CONTRACT NUMBER:  
W17152

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 November, 2016, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Port View Preparatory School, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

**2. CERTIFICATIONS AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from November 1, 2016 to June 30, 2017 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30<sup>th</sup>, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2017.

### **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT**

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH. CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR

from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision

of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and

positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

**10. SEVERABILITY CLAUSE**

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

**14. TERMINATION**

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master

Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

## 15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 personal & advertising injury  
\$ 5,000 medical expenses

- B. **Sexual Abuse & Molestation** coverage with the following minimum limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- C. **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 **Personal** vehicles 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.

- D. **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 minimum 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 WOCCE/Member Districts as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

#### **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

#### **17. INDEPENDENT CONTRACTOR**

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all



claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

## **18. SUBCONTRACTING**

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to the LEA a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This

paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

### **EDUCATIONAL PROGRAM**

## **21. FREE AND APPROPRIATE PUBLIC EDUCATION**

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA

guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

## **22. GENERAL PROGRAM OF INSTRUCTION**

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted standards-based, core curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care or pupils who are homeless as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a contractor that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI contractors shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must meet the requirements

set forth in Title 5 of the California Code of Regulations sections 3065(d) and (e) and Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades pre-kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be at least:

310 instructional minutes for LEA students in grades pre-kindergarten through five inclusive.

314 instructional minutes for LEA students in grades six through twelve inclusive.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

### **25. CALENDARS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student.

CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

**27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment (“LRE”) options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommendations and/or activities to support the transition.

**28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress (“CAASP”), as well as the Desired Results Developmental Profile (“DRDP”) achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test (“CELDT”), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools and each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’s qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

**29. DISTRICT MANDATED ATTENDANCE AT MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS**

CONTRACTOR shall comply with the requirements of Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a "behavior intervention case manager." CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written

discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

### **33. SURROGATE PARENTS**

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.



**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP.

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

**36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Contractor shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that

CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

### **38. LEA STUDENT CHANGE OF RESIDENCE**

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

### **39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and

LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

#### **41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT**

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

#### **42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS**

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 (AB1858, AB490 (Chapter 862, Statutes of 2003)) and any other applicable laws and/or regulations. Including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide,

respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

#### **43. STATE MEAL MANDATE**

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **44. MONITORING**

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **45. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

### **46. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or

licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

**47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

**48. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

**49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

## **HEALTH AND SAFETY MANDATES**

### **50. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

### **51. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

### **52. ADMINISTRATION OF MEDICATION**

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is

administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**53. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

**54. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**55. SEXUAL HARASSMENT/DISCRIMINATION**

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

**56. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments



by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## 58. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State

Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code Section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

**59. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

**60. PAYMENT FOR ABSENCES**

*NONPUBLIC SCHOOL STAFF ABSENCE*

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

*NONPUBLIC SCHOOL STUDENT ABSENCE*

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

*NONPUBLIC AGENCY STAFF ABSENCE*

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of

“make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

#### *NONPUBLIC AGENCY STUDENT ABSENCE*

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student’s absence. The LEA shall not be responsible for the payment of services when a student is absent.

### **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR’s offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the

LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 310-minute instructional day.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1<sup>st</sup> day of November 2016 and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provide herein.

CONTRACTOR,  
Port View Preparatory School, Inc.

LEA,  
Fountain Valley School District

\_\_\_\_\_  
Nonpublic School/Agency

By:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

By:

\_\_\_\_\_  
Signature Date  
Dr. Mark Johnson, Superintendent

\_\_\_\_\_  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Rachel Rios, Fiscal Manager Name and Title WOCCE
Nonpublic School/Agency/Related Service Provider	LEA 5832 Bolsa Avenue
Address	Address Huntington Beach CA 92649
City State Zip	City State Zip 714-903-7000, ext 4615 714-372-8109
Phone Fax	Phone Fax
Email	Email

**Additional LEA Notification  
(Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

**EXHIBIT A: RATES**

**CONTRACTOR** Port View Preparatory School, Inc. **CONTRACTOR NUMBER** W17152 2016-2017  
**(NONPUBLIC SCHOOL OR AGENCY)** (CONTRACT YEAR)

**Per CDE Certification, total enrollment may not exceed** \_\_\_\_\_ **If blank, the number shall be as determine by CDE Certification.**

**Rate Schedule.** This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed \_\_\_\_\_  
 Total LEA enrollment may not exceed \_\_\_\_\_

Rate	Period
185.00	Per Diem

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

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

**B. Related Services**

(1)	a. Transportation – Round Trip	Base on pick up & drop off location	_____
	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	100.00	hourly
(3)	a. Adapted Physical Education – Individual	_____	_____
	b. Adapted Physical Education – Group of _____	_____	_____
	c. Adapted Physical Education – Group of _____	_____	_____
(4)	a. Language and Speech Therapy – Individual	120.00	hourly
	b. Language and Speech Therapy – Group of 2	80.00	hourly
	c. Language and Speech Therapy – Group of 3	_____	_____
	d. Language and Speech Therapy – Per diem	_____	_____
	e. Language and Speech – Consultation Rate	120.00	hourly
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)	45.00	hourly
	b. Additional Instructional Assistant – Group of 2	_____	_____
	c. Additional Instructional Assistant – Group of 3	_____	_____
(6)	Intensive Special Education Instruction**	_____	_____
(7)	a. Occupational Therapy – Individual	100.00	hourly
	b. Occupational Therapy – Group of 2	85.00	hourly
	c. Occupational Therapy – Group of 3	_____	_____
	d. Occupational Therapy – Group of 4 - 7	_____	_____
	e. Occupational Therapy – Consultation Rate	135.00	hourly
(8)	Physical Therapy	135.00	_____
(9)	a. Behavior Intervention	_____	_____
	b. Behavior Intervention – Supervision	_____	_____
	Provided by: _____	_____	_____
	c. Behavior Intervention – Design or Planning (BID) Individual	_____	_____
	d. Behavior Intervention and Implementation (BII) 1:1 Individual	_____	_____
	e. Behavior Intervention and Implementation 1:2 ratio (BII/2) Group	_____	_____
(10)	Nursing Services	_____	_____
(11)	Psychological Services/Mental Health	_____	_____
(12)	Residential Board and Care	_____	_____
(13)	Residential Mental Health Services	_____	_____

\*Parent transportation reimbursement rates are to be determined by the LEA.

\*\*By credentialed Special Education Teacher.

2016/2017

HBUHSD Contract # W17153

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

**INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
(Education Code 56365 et seq.)

This agreement is effective on November 1, 2016 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2017, unless sooner terminated as provided in the Master Contract and by applicable law.

<b>Local Education Agency (LEA)</b>	FOUNTAIN VALLEY SCHOOL DISTRICT		<b>Nonpublic School/Agency</b>	PORT VIEW PREPARATORY SCHOOL, INC.	
<b>Address City, State Zip</b>	10055 SLATER AVENUE FOUNTAIN VALLEY, CA 92708		<b>Address City, State, Zip</b>	23705 VIA DEL RIO YORBA LINDA, CA 92887	
<b>LEA Case Manager</b>	WENDY WATTS		<b>Phone</b>	714-463-6391	<b>Fax</b> 714-998-6573
<b>Student Last Name</b>	<b>Student First Name</b>	<b>Program Contact Name</b>	<b>E-Mail</b>		
<b>D.O.B.</b>	<b>I.D. #</b>	<b>Phone</b>	<b>Fax</b>		
<b>Grade Level</b>	<b>Sex (M or F)</b>	M	<b>Education Schedule – Regular School Year</b>		
<b>Parent/Guardian Last Name</b>	<b>Parent/Guardian First Name</b>	<b>Number of Days</b>	145	<b>Number of Weeks</b>	31
<b>Address City, State Zip</b>	<b>Education Schedule – Extended School Year</b>		<b>Number of Days</b>	<b>Number of Weeks</b>	
<b>Home Phone</b>	<b>Business/Mobile Phone</b>	<b>Contract Begins</b>	11/01/16	<b>Ends</b>	06/23/17
		<b>Master Contract Approved by the Governing Board on:</b>		11/17/16	

**DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:**

SERVICES	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
A. BASIC EDUCATION		X			\$ 185.00	PER DIEM	145		\$ 26,825.00
B. RELATED SERVICES									
1. Transportation									
a. Paid to NPS/A									
b. Reimburse Parent									
2. Counseling									
a. Group									
b. Individual									
c. Family									
3. Adapted P.E.									
4. Speech/Language									
a. Group									
b. Individual									
5. Occupational Therapy									
a. Therapy									
b. Consultation									



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

B. RELATED SERVICES (cont'd)	PROVIDER				Cost and Duration of Session	Number of Sessions per dy/wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER (Specify)			Reg School Year	ESY	
6. Physical Therapy									
a. Therapy									
b. Consultation									
7. ABA - Behavior Intervention									
a. Consult									
b. Direct									
c. Supervision									
d. Assessment									
8. One-to-One Aide Support - 6 hours per day ONLY		X			NTE \$35/hr	360min/day	145		30,450.00
9. Other									
10. Residential Services									
a. Board and Care									
b. Mental Health Services									
c. Transportation: Public Carrier									
							<b>A + B TOTAL COST</b>	<b>\$</b>	<b>57,275.00</b>

ESTIMATED MAXIMUM RELATED SERVICES COST (B) \$ 30,450.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS (A+B) \$ 57,275.00

Other Provisions/Attachments:

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

APPROVED BY THE GOVERNING BOARD ON: 11/17/16

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

-CONTRACTOR-

-LEA-

PORT VIEW PREPARATORY SCHOOL, INC.  
(Name of Nonpublic School/Agency)

FOUNTAIN VALLEY SCHOOL DISTRICT  
(Name of School District)

(Contracting Officer's Signature) (Date)

(Signature) (Date)

(Name and Title)

DR. MARK JOHNSON, SUPERINTENDENT  
(Name of Superintendent or Authorized Designee)