

Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

March 8, 2012

- CALL TO ORDER: 5:00PM
- ROLL CALL
- APPROVAL OF AGENDA

M ____
2nd ____
V ____

STUDY SESSION

1. STUDY SESSION ON 2012-13 DISTRICT GOALS

The Board of Trustees will conduct a study session for the purpose of discussing the development of the 2012-13 District Goals.

- 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.
- 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*

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.

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

- Pupil Personnel: *Education Code 48912(b) and 48918(c)*
Student Expulsion or other disciplinary matters
- Conference with Legal Council: Anticipated Litigation: *Government Code Section 54954.5 & 54956.9*
Update on initiation of litigation pursuant to subdivision (c) of Section 54956.9: one case. Attorney Jennifer Brown will join Support Services Director Abby Bickford and WOCCSE Program Director Robyn Moses in updating the Board of Trustees.
- PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATIONS

2. RECOGNITION OF MOIOLA STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Moiola School.

3. RECOGNITION OF PLAVAN STUDENTS

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board will recognize six outstanding students from Plavan School.

4. RECOGNITION OF MOIOLA PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Moiola School, the Board shall recognize and thank Dina Reynolds, Amy Christiansen, Misty Hutchinson and Laurie Zone.

5. RECOGNITION OF PLAVAN PARENT VOLUNTEERS

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Plavan School, the Board shall recognize and thank Theresa Payne and April Bollinger.

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**6. RESOLUTION 2012-16: WEEK OF THE SCHOOL ADMINISTRATOR**

M ____
2nd ____
V ____

The Board of Trustees recognizes that Leadership Matters for California's public education system and that our school administrators are passionate, lifelong learners who believe in the value of quality education, whom continue to prove that great schools are led by great principals and great districts by great superintendents.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopt Resolution 2012-16: Week of the School Administrator, commending our school leaders in honor of Week of the School Administrator, March 4-10, 2012.

7. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ____
2nd ____
V ____

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

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

Routine Items of Business

- 7-A.** Board Meeting Minutes from February 16th board meeting
- 7-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 7-C.** Donations
- 7-D.** Warrants

- 7-E. Purchase Order Listing
- 7-F. Budget Transfers

Consent Items**7-G. UPDATE TO DISTRICT PLAN FOR PROVIDING EDUCATIONAL SERVICES FOR EXPELLED STUDENTS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the updated 2012-15 "Plan for Providing Educational Services to All Expelled Students in Orange County", which follows the Countywide Expulsion Plan developed with the Orange County Department of Education.

7-H. GENERAL RETAINER AGREEMENT – OLSON, HAGEL & FISHBURN

Superintendent's Comments: It is recommended that the Board approve the General Retainer Agreement authorizing Olson, Hagel & Fishburn to represent the District in any potential litigation that may result from the County of Orange's reallocation of property taxes.

7-I. AGREEMENT FOR EDUCATIONALLY-RELATED MENTAL HEALTH SERVICES

Superintendent's Comments: It is recommended that the Board of Trustees approve the Agreement for Educationally-Related Mental Health Services agreement between the County of Orange, but not limited to the Health Care Agency (HCA) and the WEST ORANGE COUNTY SELPA Special Education Local Plan Area and Fountain Valley School District.

7-J. MEMORANDUM OF UNDERSTANDING BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION REGARDING MOIOLA STAFFING AND PLACEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached Memorandum of Understanding between FVEA and FVSD regarding the Involuntary and Voluntary Transfer process for Certificated staffing for the 2012-2013 school year.

7-K. SISTER SCHOOL PARTNERSHIP AGREEMENT BETWEEN TSINGHUA UNIVERSITY PRIMARY SCHOOL AND ROCH COURREGES SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approve the sister school partnership between Tsinghua University Primary School and Roch Courreges.

7-L. RESOLUTION 2012-17: RIGHT TO REDUCE MANAGEMENT TEAM WORK YEAR AND SALARY COMPENSATION FOR 2012-13 FISCAL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approve and adopt Resolution #2012-17. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents pertaining to the reduction in work year and salary compensation for the fiscal year for 2012-2013, if necessary.

7-M. RESOLUTION 2012-18: RIGHT TO NEGOTIATE THE REDUCTION IN WORK YEAR AND SALARY FOR CERTIFICATED TEAM MEMBERS AND CLASSIFIED TEAM MEMBERS FOR THE 2012-13 FISCAL YEAR

Superintendent's Comments: It is recommended that the Board of Trustees approve and adopt Resolution #2012-18 and direct staff to negotiate the reduction in the work year and salary for all Certificated and Classified Team Members for the 2012-2013 fiscal year. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents pertaining to the reduction in work year and salary compensation for the fiscal year of 2012-2013, if necessary.

7-N. APPROVAL OF THE 2012 SPECIAL EDUCATION EXTENDED YEAR PROGRAM AND AUGUST PROGRAM

Superintendent's Comments: It is recommended that the Board of Trustees approves the Extended School Program at Newland School.

7-O. BOARD POLICY 3541.2 AND AR 3541.2: TRANSPORTATION FOR STUDENTS WITH DISABILITIES (SECOND READING AND ADOPTION)

Superintendent's Comments: The Superintendent endorses the updates to Policy 3541.2 and AR 3541.2 and recommends that the policy be approved for second reading and adoption.

7-P. APPROVAL OF SECOND INTERIM REPORT

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the 2011-12 Second Interim Report.

7-Q. 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 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
Oralingua School for the Hearing Impaired	\$3190	2/3/11-6/15/12
Speech & Language Development Center	\$15,120	9/6/11-6/30/12

Therapeutic Education Centers

\$23,850

1/17/12-6/30/12

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, April 26, 2012 at 7:00pm.**

A copy of the Board Meeting agenda is posted on the District's web site (www.fvsd.k12.ca.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.



SO: 2011-12/B12-33
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Study Session on District Goals for 2012-13**
DATE: March 1, 2012

Background:

The Fountain Valley School District Board of Trustees reviews and adopts the District's strategic goals on an annual basis.

Proposed District Strategic Goals:

The 2012-13 proposed goals presented to the board this evening by senior managers reflect, to a degree, the budgetary constraints placed on the District as a result of the funding cuts by Sacramento. The superintendent, deputy superintendent and assistant superintendent collaborated in creating the 2012-13 goals for the Instruction, Human Resources and Business Divisions. Focus remains on the utilization of data-driven instruction, increased accessibility of performing and visual arts for all students, and to the degree possible, provisions for remedial intervention programs.

The Board of Trustees will engage in a public study session as it discusses the proposed goals, and may ask questions of the deputy superintendent and assistant superintendent. Members of the Board may wish to suggest revisions to some of the goals.



Fountain Valley School District

PROPOSED DISTRICT STRATEGIC GOALS FOR 2012-13

INSTRUCTION DIVISION

GOAL 1: STANDARDS & ACCOUNTABILITY

It is the goal of the Fountain Valley School District to increase our effectiveness in moving all students academically to proficiency level through the implementation of data driven instruction.

1. Principals will continue to work closely with teachers on implementation and effective use of the District's student achievement data management system (Illuminate) to support student progress monitoring and data-driven instruction.
2. Principals will collaborate with staff to carve out protected time for Learning Walks and Professional Learning Community (PLC) meetings, in which teachers will examine their instructional practices and review student achievement data.
3. The District will begin efforts to transition to the California Common Core State Standards in preparation for full implementation in the 2014-2015 school year. Additionally, the District will explore State Board of Education approved supplemental resources to support instruction in the new standards.
4. Rewrite the District English Learner (EL) Master Plan to effectively meet the changing needs of the District's EL student population.
5. Continue to refine District benchmark assessments for English/language arts and mathematics as necessary to ensure effective progress monitoring and data-driven instruction.

GOAL 2: TEACHING AND LEARNING

It is the goal of the Fountain Valley School District to improve intervention instructional strategies and collaboratively work to improve instructional delivery for all students through the continued development of Professional Learning Communities.

1. In support of developing an effective Response to Instruction/Intervention (RtI²) model at all school sites, District and site administrators will continue working with staff to utilize assessment data to effectively deliver targeted instruction that meets the academic needs of all students.
2. The Assistant Superintendent, Instruction, will continue to work with principals and teachers to support the on-going implementation and evaluation of the All

Day Kindergarten and Transitional Kindergarten programs. Additionally, the District will explore an Early Admission Kindergarten program for possible implementation in the 2013-2014 school year.

3. Teachers will utilize flexible, small groups to effectively differentiate instruction and meet the academic needs of *all* students.
4. Teachers will design instruction that ensures students are authentically and actively engaged in learning.
5. The co-teaching model will be utilized at the middle school level to provide additional support for at-risk students and ensure access to the core curriculum.
6. Recommendations from the District Writing Committee will be used to develop a comprehensive, articulated District wide writing program.
7. Increased teacher and student access to current technology will support the development of 21st Century Learning Skills.

GOAL 3: STAFF DEVELOPMENT

It is the goal of the Fountain Valley School District to provide professional development for all instructional staff that will maximize the effectiveness of instruction and lead to all students reaching a proficiency level in the curricular subjects.

1. Teachers will receive professional development and on-going support in small group and differentiated instruction in order to effectively meet the needs of all students, including GATE, English Learners, Special Education, and at-risk students.
2. Professional development will increase technology integration in the core curriculum.
3. Additional training opportunities will be provided to principals and teachers to support effective use of the District's student achievement data management system (Illuminate).



Fountain Valley School District

PROPOSED DISTRICT STRATEGIC GOALS FOR 2012-13

HUMAN RESOURCES DIVISION

GOAL 4: RECRUITMENT/RETENTION OF HIGHLY QUALIFIED CERTIFICATED STAFF

The Fountain Valley School District shall attract and retain teachers and certificated management personnel who possess the talent and potential to assure sustained success.

1. Continue to improve the process of teacher and administrator recruitment and selection by implementing effective application screening rubrics and explore the expansion of our current teacher interview process to include standard based demonstration lessons that best identifies top candidates for positions.
2. Collaborate with District's Insurance Committee through collective bargaining, monitoring costs and benefits associated with our current health plans in an effort to sustain high quality health care options for employees.
3. Expand the use of the Substitute Online Application program to increase efficiency and effectiveness through the implementation of a voluntary pilot program.
4. Develop a Personnel Organizational Chart specifying the roles and responsibilities of employees in Personnel and create a flowchart capturing the interconnectedness of the department. Provide this information to the employees of the Fountain Valley School District to increase efficiency and support from the Personnel Department.

GOAL 5: IMPROVING THE EVALUATION PROCESS FOR CERTIFICATED AND CLASSIFIED STAFF

The Fountain Valley School District will develop an effective process to assist managers and administrators in supervising employees.

1. Continue working with principals in the retention of first and second year teachers. Establish specific timelines, expectations and actions by principals in regard to the retention of first and second year teachers and provide support to principals throughout the year.
2. Continue to improve communication with site administrators and supervisors regarding policies and procedures related to certificated and classified employee evaluation and discipline, specifically including consistent application and adherence to statutory or administrative timelines and provide training and support for site administrators and supervisors.

3. Stay abreast of the changes in state and federal guidelines regarding teacher evaluations. Continue exploring the current evaluation process for permanent teachers, and engage in discussions with Fountain Valley Education Association (FVEA) surrounding ideas that would make our current teacher evaluation system more consistent with new federal and statewide teacher evaluation models.
4. Review the current evaluation form used for classified employees and begin discussions on revising the current form to create job-related evaluation tools.

DRAFT



Fountain Valley School District

PROPOSED DISTRICT STRATEGIC GOALS FOR 2012-13

BUSINESS DIVISION

GOAL 6: ASSETS MANAGEMENT

The Fountain Valley School District will continue to develop a strategy for increasing district revenue through disposition of surplus property and investment of sales proceeds. Facilities, furniture and equipment will continue to be maintained and improved in order to provide the best possible environment for student learning, effective instruction and staff efficiency.

1. Increase occupancy at Crossroads building from 55% to 70%. Increase tenant occupancy at District Office building from 50% to 70%. Seek tenant for closed school site.
2. Support technology and infrastructure improvements by identifying and allocating support in this area, as the budget allows.
3. Continue process of sale of the Lamb and Wardlow surplus sites.
4. Continue to maintain high standards and service levels in the Grounds, Operations, Transportation and Maintenance Departments.

GOAL 7: DISTRICT FISCAL RESOURCES

The Fountain Valley School District will manage all of the District's fiscal resources in a prudent manner to maintain a sound financial position in order to support instruction and learning.

1. Continue to monitor and review all expenditures in order to fully insure all the adopted budget reductions are fully realized in order to maintain the solvency of the District, while maximizing resources available to support student learning, employee compensation and maintenance of District assets.
2. Monitor and manage the District's cash flow position in order to minimize the impact of the State's budget and cash flow problems on the District, thereby maximizing investment return and minimizing potential interest costs.
3. Monitor all funds to maintain self-sufficiency and avoid the need for General Fund support.
4. Conclude school boundary changes resulting in better utilization of remaining open school locations.
5. Develop blueprint for future Endowment Fund using proceeds of potential surplus site sales; identify source of funds, investment policies and planned uses of earnings.

DRAFT

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent
FROM: Anne Silavs. Assistant Superintendent, Instruction
SUBJECT: *STUDENT RECOGNITION PROGRAM*
DATE: **February 24, 2012**

BACKGROUND INFORMATION

One of the interests of the Board of Trustees is to broaden their recognition program to include students demonstrating improvement in a variety of areas and levels. Each elementary school will recognize one student per grade level and each middle school two students per grade level. Students will be selected by their principal and teachers based on the following criteria:

- extraordinary effort
- achievement
- improvement

At the Board Meeting on March 8, 2012, the following six students from **Moiola and Plavan Schools** will be recognized.

Moiola School

Kindergarten	Aiden Morozenko
First Grade	Ethan Anguiano
Second Grade	Vy Nguyen
Third Grade	Paige Fiduccia
Fourth Grade	Maya Bello
Fifth Grade	James Carpenter
Sixth Grade	Sabella Tran
Seventh Grade	Autry Johnson
Eighth Grade	Mikey Mawson

Plavan School

Alexandria Mastin
Caine Elroy
Lauren Knoob
Loa Nakashima
Sabrina Wells
Ashley Nguyen

FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent
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Plavan School

Alexandria Mastin
Caine Elroy
Lauren Knoob
Loa Nakashima
Sabrina Wells
Ashley Nguyen

SO 11-12/B12-31
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Parent Volunteers: Moiola School**
DATE: March 1, 2012

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Moiola School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as serving as room parent, performing bookkeeping or tallying for fund raising activities, serving as a volunteer for music, art or theater presentations, assisting in a classroom, the library or student store, or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Moiola School.

Moiola School

♥ Dina Reynolds
♥ Amy Christiansen
♥ Misty Hutchinson
♥ Laurie Zone

SO 11-12/B12-31
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **Parent Volunteers: Plavan School**
DATE: March 1, 2012

Background:

It is an interest of the Board of Trustees to acknowledge parent volunteers from all our school sites. At this board meeting, parent volunteers from Plavan School will be recognized.

Volunteers are selected by the principal and/or Parent Teacher unit at the school and are honored for their diligent and loyal commitment to students and staff. Any of the following criteria may be considered when a school selects its volunteers for recognition by the Board of Trustees:

- The person selected has shown a consistent commitment to the school.
- The person selected is dependable.
- The person selected has performed acts of service which genuinely aid school staff such as serving as room parent, performing bookkeeping or tallying for fund raising activities, serving as a volunteer for music, art or theater presentations, assisting in a classroom, the library or student store, or serving as a chaperone for school activities.
- The person selected can be counted on to see a project through to its conclusion.
- The person selected has regularly performed a service that provides special mentoring, support or motivation to one or more students.

I am proud to name the outstanding and deserving volunteers being recognized from Plavan School.

Plavan School

♥ Theresa Payne

♥ April Bollinger



Fountain Valley School District
Superintendent's Office

RESOLUTION 2012-16
Resolution in Honor of Week of the School Administrator

WHEREAS, Leadership Matters for California's public education system and the more than 6 million students it serves;

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, The title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, Providing quality service for student success is paramount for the profession; and

WHEREAS, Most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California's superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, Public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, The State of California has declared the first full week of March as the "Week of the School Administrator" in Education Code 44015.1; and

WHEREAS, The future of California's public education system depends upon the quality of its leadership; now therefore

BE IT RESOLVED, By the Association of California School Administrators that all school leaders be commended for the contributions they make to successful student achievement.

PASSED AND ADOPTED By the Governing Board on March 8, 2012 by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Sandra Crandall, Clerk of the Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this 8th day of March, 2012.

Clerk of the Governing Board

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

February 16, 2012

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

Ian Collins	President
Christine Allcorn	President Pro Tem
Sandra Crandall	Clerk
Jimmy Templin	Member
Judith Edwards	Member

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

AGENDA APPROVAL

Second: Mrs. Edwards

Vote: 5-0

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

PUBLIC COMMENTS

Mr. Collins announced that the Board would retire into Closed Session. No action was anticipated. The following would be addressed:

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Mrs. Cathie Abdel.

The public portion of the meeting resumed at 7:11pm.

PLEDGE OF

Girl Scout Troop 431 led the Pledge of Allegiance.

ALLEGIANCE

SPECIAL PRESENTATIONS

The purpose of the Elk's Drug Awareness Poster Contest is to involve children, school and parents in the Drug Awareness Program. The Board of Trustees is proud to join the Huntington Beach Elks Lodge No.1959 in honoring the District's three winners of the 2012 Elk's Drug Awareness Poster Contest. Elk Club member Don Wahner joined principals Mr. Christensen and Mr. Miller and teacher Ms. Lopez in honoring three students for their poster submissions. Those students honored included Paige Davis (3rd Place, Gisler), Mercedes Zamora (2nd Place, Oka), and Brandon Krause (1st place, Courreges).

ELK'S STUDENT
RECOGNITION – DRUG
AWARENESS POSTER
CONTEST

Each year the Elks USA sponsors an Americanism Essay Contest. The theme for this year is "Why I am Proud to Pledge Allegiance to Our Flag". The Board of Trustees is proud to join the Huntington Beach Elks Lodge No. 1959 in honoring the first, second and third place 8th grade winners from each of our middle schools. Elk Lodge representative Cal Calloway was joined by principals Jennifer Perkins, Cara Robinson, Chris Mullin and Erin Bains in honoring 6 students from each school. Those students honored from Fulton included: Hayden Allcorn, Heather Carr, Robert Esson, Devin Gordon, Sarah Johns and Taylor Newton. From Masuda, those students honored included: Daniel Kim, Chelsea Lang, Katria Ly, Anh Vu Nguyen, Bryan Tran, and Natalie Varterian. Those students honored from Moiola included: Karen Le, Mikey Mawson, Elena Mosham, Connie Nguyen, Luke Oiem, and R.J. Rahimi. And from Talbert those students honored included: Chandler Brunelli, Vivian Ly, Matthew Nalty, Angela Nguyen, Madelyn Olaerts, and Jacob Singer. Katria Ly's essay from Masuda will also go onto the State level competition.

ELK'S STUDENT
RECOGNITION –
AMERICANISM ESSAY
CONTEST

It is an interest of the Board of Trustees to recognize students who display high achievement, improvement or extraordinary effort. The Board recognized six outstanding students from each of our middle schools: Fulton Middle School, Masuda Middle School and Talbert Middle School.

RECOGNITION OF
MIDDLE SCHOOL
STUDENTS: MIDDLE
SCHOOL
EXTRAVAGANZA

Those Fulton students honored included: Linda Tang (6th), Dianne Bui (6th), Danielle Joly (7th), Austin Gergens (7th), Sarah Johns (8th), and Kristen Law (8th). Principal Mrs. Perkins was joined by Assistant Principal Mr. White and several members of the Fulton staff in honoring these students for their outstanding accomplishments at Fulton.

Those Masuda students honored included: Nicole Nakawatase (6th), Iain Collins (6th), Ally Lenguyen (7th), Kyle Fusco (7th), Allyson Peffers (8th), and Edward Fahman (8th). Principal Mr. Mullin and Assistant Principal Mrs. Harrison, along with several members of the Masuda staff were pleased to honor these amazing students for their hard work this year at Masuda. Those Talbert students honored included: Joe Kang (6th), Samantha Marlow (6th), Shannon Keane (7th), Cameron Scanaliato (7th), Mason Malott (8th) and Vivian Ly (8th). Principal Mrs. Robinson and Assistant Principal Mrs. Kajdasz along with several members of the Talbert staff, were honored to recognize these students for their accomplishments at Talbert this year.

It is an interest of the Board of Trustees to recognize outstanding parent volunteers who give generously of their time and talents to our schools. From Fulton Middle School, the Board recognized and thanked Cathy Finley and Debbie Jack. Mrs Perkins and Mr. White were joined by several members of the Fulton staff and PTA in honoring these outstanding parents. From Masuda Middle School, the Board recognized and thanked Julie Carr and Bev Lyall. Mr. Mullin and Mrs. Harrison were joined by several members of the Masuda staff and PTA in honoring these amazing parents. And from Talbert Middle School the Board recognized and thanked Toni Brown and Molly Haughton. Mrs. Robinson and Mrs. Kajdasz were joined by several members of Talbert staff and PTO in recognizing these wonderful parents.

RECOGNITION OF MIDDLE SCHOOL PARENT VOLUNTEERS

BOARD REPORTS AND COMMUNICATIONS

Mrs. Allcorn attended the Community Information meeting on the Transition Plan and noted that it was very well attended. She noted that there was a tremendous amount of concern and fear in the community regarding placement and so she was pleased to see that the letters from Mr. McMahon have gone out and that the tours will help to alleviate these fears as well. She noted meeting parent Carrie McCormick and her interest, along with the District, to communicate to the community regarding the Transition Plan.

BOARD REPORTS AND COMMUNICATIONS

Mrs. Edwards enjoyed touring Courreges, Fulton, Moiola, Talbert and Masuda. She noted how impressive it is to see the learning that is going on at all of these sites and noted that the students are so engaged. She enjoyed the OCSBA/ACSA Joint Dinner and noted that Bob Wells was an excellent speaker. She also attended the Health and Wellness meeting with Mrs. Sharpe

and noted that it was an interesting meeting. And she enjoyed the computer training for the board and thanked Mrs. Hoefer for her time on this.

Mr. Templin attended several State SELPA workshops that have giving him greater understanding regarding funding and the current State budget. He noted that at the State SELPA finance workshop they discussed the Governor's State budget for 2012-13 and noted his concern over the complete elimination of home to school transportation, no COLA for Special Education, and no transitional Kindergarten. He also attended the State SELPA workshop on Assembly Bill 114. He explained that a SELPA is a group of districts throughout California organized under one Special Education office that overseas them. He noted that after last month's meeting and the concerns addressed regarding Brookhurst, he had promised to review the information provided and follow up with them. He explained that he was able to review the information provided and, while he noted that in no way does he feel that Brookhurst is safe, when looking at the numbers and taking out accidents occurring on weekends, before 6:45am and after 4:15pm, the numbers of accidents went from over 200 accidents to just 52. He also enjoyed Tamara Pajama Night.

Mrs. Crandall congratulated those students and parent volunteers from our middle schools honored this evening. She noted that celebrating learning is so important. She enjoyed tours at Courreges, Fulton, Moiola, Talbert, and Masuda and noted that so many of the schools were getting ready to do their Learning Walks, a product of the Kevin Feldman training. She also enjoyed the Tamara Lunar New Year, Cox's Boomtown and Multicultural celebration and the Fountain Valley 5K Run. She noted that the next Community Volunteer Academy presentation will be on March 1st from 6:30-7:30pm regarding Cyber Safety and will be presented by police detectives and Fountain Valley Police staff. She explained that 4th-8th grades are the target audience. She noted that the Community Volunteer Academy is happy to have more presenters and assistance. She also attended the FVEF meeting and explained that she will be one of the readers reviewing the submitted teacher grant requests. She also enjoyed the OCSBA PAGE Meeting, attended the Twilight presentation with Ms. Silavs and enjoyed the Mayor's Breakfast as well as the Valentine's Luncheon at the Senior Center where seniors received valentines from the Fulton student body. And she also participated in the Board's computer training.

Mr. Collins enjoyed the Courreges presentation by our Chinese visitors. He also noted how wonderful it is to see such a great turn out from the principals, staff and parents present this evening. He enjoyed the OCSBA Joint Dinner, as well as the computer training and the Moiola Chinese New Year festival. He enjoyed the site tours and noted that all were welcoming and he enjoyed the 5K Run. He thanked the board for all that they do between board meetings.

STAFF REPORTS AND PRESENTATIONS

Mr. McMahon reviewed the 2012-13 proposed State budget and its impact on the Fountain Valley School District. He explained the State economy, noting the economic indicators including trends that high tech, exports, professional services are all up while housing, construction, retail sales and food services are all down compared to three years ago. Current year income for the State is flat and below budget. Indicators in the economy show more positives than negatives when comparing to one year ago, including some improvement in the employment numbers noting that we are currently at 11.1% unemployment in the State. He explained that Personal Income Tax is lower than expected, another example that the State continues to inflate estimates in the Budget, which increases the likelihood that we will end up with another deficit. He noted that while job numbers have improved, we are still one million less employed than 2007-08. He explained that most estimate that it will not be until 2016 before employment grows by one million jobs. In addition, education funding is deficated by nearly 22% or \$10 billion in addition to \$10 billion in deferrals; therefore, State income would have to grow by 25% in order to restore all of the lost funding to education. He noted that the overall budget deficit has been reduced from \$20 billion by \$5 billion in June 2012 although the structural deficit increases this deficit to \$9 billion. He noted that the State budget is sound only if the forecasts come true, something that the State has not done well in the past. He explained the Governor's tax proposal and the School and Local Public Safety Protection Act of 2012 that includes a sales tax increase and income tax increase. He noted that despite this, the act results in no increase in school funding and a decrease in funding deferrals by \$2 billion as each dollar going into Prop 98 as a part of this act is counteracted by cuts elsewhere. The proposed State Budget for education includes flat funding and no COLA as well as an increase in the deficit factor from 19.754% to 21.666%. It also includes categorical flexibility, CSR flexibility and a shorter school year (175 days) for two additional

PRESENTATION ON THE GOVERNOR'S BUDGET (ORAL REPORT)

years. He noted that included in this budget is also a \$370/student reduction if the proposed tax plan does not pass in November 2012. He explained that the County is recommending that districts budget for the tax plan to fail, resulting in a \$2.3 million cut for the Fountain Valley School District. He also noted that weighted funding is proposed to replace Revenue Limit. He explained that California is now 46th in funding for education with the top 5 states including Vermont, Rhode Island, Wyoming, New Jersey and Maine, spending an average of \$16,000-\$22,000 per pupil compared to the \$6,700-\$8,700 spent per student by the bottom 5 states, including California, Idaho, Mississippi, Nevada and Arizona. He noted the risks to the Governor's budget including whether or not the tax proposal will pass as well as if the State projections are accurate. He noted that the challenges to the budget also include planning for a shorter school year, whether or not a weighted funding formula will be implemented and how much longer the district can continue to spend its reserves. He explained the budget adoption plan and calendar, noting that the preliminary budget will be put together in May/June with budget adoption at the June 28th board meeting. Mr. Collins and Mrs. Edwards thanked Mr. McMahon for his presentation.

PUBLIC COMMENTS

There were no requests to address the Board of Trustees.

PUBLIC COMMENTS

LEGISLATIVE SESSION

The Board discussed and reached consensus on the following eight nominees: Dana Black, Tammie Bullard, Meg Cutuli, Judy Franco, Susan Henry, Kathy Moffat, Jo-Ann Purcell and Sharon Wallin.

2012 CSBA
DELEGATE
ASSEMBLY
ELECTION – REGION
15

Motion: Mrs. Edwards moved to approve 2012 CSBA Delegate Assembly Election – Region 15

Second: Mrs. Allcorn

Vote: 5-0

Dr. Ecker explained that although funding is going away for school to home transportation, the District is required to provide transportation for Special Education students, another encroachment into the General Fund. He explained that guidelines provided by the Department of Education have been

BOARD POLICY
3541.2:
TRANSPORTATION
FOR STUDENTS
WITH DISABILITIES

incorporated into the revised policy. Mrs. Crandall noted that from her conversation with Ms. Bickford regarding this policy, the language suggested by the Department of Education is to our advantage to include in the board policy, as it tightens up our IEPs and when transportation should be provided. Mr. Templin noted that although the policies do state that transportation must be provided, it does not mean that all students will necessarily have to take advantage of this.

(FIRST READING)

Motion: Mr. Templin moved to approve Item 6: Board Policy 3541.2: Transportation for Students with Disabilities for first reading.

Second: Mrs. Edwards

Vote: 5-0

Motion: Mrs. Edwards moved to approve Item 8: Declaration of Need.

DECLARATION OF
NEED

Second: Mrs. Allcorn

Vote: 5-0

Mrs. Crandall requested that Item 9B: Minutes from the January 31st special board meeting and Item 9Q: Memorandum of Understanding for the Twilight Education Project be pulled for separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Allcorn moved to approve the Consent Calendar with the exception of Items 9B and 9Q.

Second: Mrs. Edwards

Vote: 5-0

Regarding Item 9B: Minutes from the January 31st special board meeting and the question directed to her by Mrs. Edwards regarding the payment for crossing guards, Mrs. Crandall noted that the minutes are correct but that she would like to correct her previous statement. She explained that the City of Fountain Valley and the City of Huntington Beach pay for the crossing guards. She explained that they did at one time come to the district and ask for a contribution that was done for one year. Although, aside from this, she explained that the cities have continued to fund the crossing guards. She noted that the City of

Fountain Valley provides crossing guards at an annual cost of \$122,000 and includes areas within the Ocean View, Garden Grove Unified and Fountain Valley School Districts, with the Fountain Valley School District consuming 85% of the crossing guard budget, resulting in a benefit to our district of \$103,700. She noted that in Huntington Beach, the crossing guards fall under the Police Department's budget and they were not able to provide a dollar amount in time for this evening. Although neither city has any obligation under the law to provide these services to the school district, this support from them speaks volumes to their support of the youth in our cities and the relationship that the district has with them. She noted that it is a great benefit to us.

Regarding Item 9Q: Memorandum of Understanding for the Twilight Education Project, Ms. Silavs explained the program, noting that the program began 8 years ago, originally a partnership with Huntington Beach City School District and the Boys and Girls Club. The program targets parents and students that are not native English speakers and provides instructions from parents in English as well as homework help for school-aged children, including school readiness support and childcare. It is housed on the campus of Golden West College and transportation is provided by donations from the Orange County Transportation Authority. She noted that the program is receiving additional transportation funds from the OCTA and there is a desire to expand the program into the Fountain Valley School District area with Cox, Masuda, Plavan and Tamura as possible targets for interested families. She explained that the parking lots at these sites would be used as a part of the program, with participated families being picked up from the sites around 5:30pm and returned to the sites after the program at 8pm. Mrs. Crandall noted that she attended the Twilight presentation meeting with Ms. Silavs and noted that she would love to attend the quarterly meetings held by the organizers on behalf of the district. It was agreed upon by the Board that Mrs. Crandall should attend these meetings on behalf of the district.

Motion: Mrs. Allcorn moved to approve Item 9B: Minutes from the January 31st special board meeting and Item 9Q: Memorandum of Understanding with Twilight Education Program.

Second: Mrs. Edwards

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from January 12th board meeting
- Board Meeting Minutes from January 31st special board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers
- Approval of Authorization of Signatures (Bank of America)
- Approval of Verizon Business Network Services as Service Provider Under E-Rate
- Approval of Special Education Settlement Agreement
- Approval of School Loop as Service Provider Under E-Rate
- Approval of 2012-13 Budget Calendar
- Approval of Agreement with Orange County Department of Education for District Participating in the Effective Reading Intervention Academy (ERIA)
- Adoption of Resolution 2012-13: Authorization of Signatures on Replacement Warrants
- Adoption of Resolution 2012-14: Authorization of Approval of Vendor Claims/Orders
- Adoption of Resolution 2012-15: Authorization of Signatures
- Approval of Memorandum of Understanding for the Twilight Education Project
- Approval of Agreement Regarding the Imposition and Payment of Capital Facilities Capacity Charges
- Approval of Receipt of CSEA, Chapter 358's Initial Contract Proposal for 2012-13
- Approval of Presentation of Fountain Valley School District's 2012-13 Contract Proposal to CSEA, Chapter 358

NEW ITEMS OF BUSINESS

Dr. Ecker Noted that it is exciting to see the honoring of our middle school students this evening and noted that it is wonderful to see not only the students and their families here this evening but also the numerous staff here to honor these students. He commended Ms. Silavs for

coordinating this wonderful event.

- Dr. Ecker Noted that the letters have gone out to families regarding the new boundaries in the district for 2012-13. He thanked Mr. McMahon for his efforts as well as those of the staff involved. He noted the numerous trainings for staff that have been held and expressed his hope that everyone is able to see the tours of our sites as well. He thanked Mrs. Lucchese for developing ads that will run in the *OC Register* this coming Friday through Sunday encouraging our community to visit our sites through the scheduled tours. He noted that several of the principals have arranged times to visit Moiola and address the students there as well.
- Dr. Ecker Noted that the 5K Run was a very enjoyable event and one that was well attended. He noted that all 11 sites registered and will benefit from this wonderful event.
- Dr. Ecker Extended his plea for support of his participation in the Mr. Fountain Valley competition on May 18th.
- Dr. Ecker Noted the gift from the Tamura Chinese visitors and noted that he very much enjoyed their visit.
- Dr. Ecker Noted that on March 8th the Board will have a study session on the 2012-13 proposed goals. He suggested that the Board meet at 5pm this evening in order to give enough time to discuss. The board agreed on this starting time.

ADJOURNMENT

- Motion:** Mr. Templin moved to adjourn the meeting at 9:50pm.
- Second:** Mrs. Allcorn
- Vote:** Unanimously approved

/rh

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
March 8, 2012**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED LEAVE OF ABSENCES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.1.1	Eskes, Dawn	Teacher	Gisler	Unpaid/Family Hardship	02/28/2012
1.1.2	De Julio, Rebecca	Teacher	Plavan	Maternity	03/12/2012
1.1.3	Thompson, Victoria	Teacher	Cox	Medical	03/07/2012
1.1.4	Siefker, Michelle	Teacher	Tamura	Unpaid/Child Care	03/02/2012

- 1.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CERTIFICATED EMPLOYEES RETIREMENT WITH EARLY NOTIFICATION STIPEND OF \$1500 EACH PAID ON 03/31/2012 WARRANT:

	<u>EMPLOYEE #</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>RETIREMENT EFFECTIVE DATE</u>
1.2.1	667	Teacher	Courreges	06/22/2012
1.2.2	701	Teacher	Cox	06/22/2012
1.2.4	1129	Teacher	Fulton	06/22/2012
1.2.5	1000	Teacher	Fulton	06/22/2012
1.2.3	844	Teacher	Gisler	06/22/2012
1.2.6	512	Teacher	Masuda	06/22/2012
1.2.7	315	Teacher	Oka	06/22/2012

2.0 EMPLOYMENT FUNCTIONS:

- 2.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVE OF ABSENCE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.1.1	Knox, Erin	P/S Instr.	Moiola	Medical	02/28/2012

- 2.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RETIREMENT OF CLASSIFIED EMPLOYEE JAMES SOBRASKA, DIRECTOR OF TRANSPORTATION, EFFECTIVE 06/29/2012.

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

March 8, 2012

<i>INSTRUCTION</i>

3.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
3.1	GAEBEL, Alyssa (Fulton)	Sports Coach Boys Softball	\$125 stipend + benefits (per sport)	01-023-2989-1115	2011-12 school year
3.2	HOLMAN, Mark (Fulton)	Sports Coach Girls Softball	\$250 stipend + benefits (per sport)	01-023-2989-1115	2011-12 school year
3.3	JOHNSON, Jannette (Fulton)	Sports Coach Boys Softball	\$125 stipend + benefits (per sport)	01-023-2989-1115	2011-12 school year
3.4	FOCKLER, K. C. (Talbert)	Coach for District's Basketball Tournament	\$125 stipend (per tournament)	01-014-3889-1115	2011-12 school year

4.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	DANIEL, Rebecca WADHWANI, Sara (Masuda)	Creating a Climate of Achievement (CLMS)	Sacramento, CA	Actual and Necessary	01-011-4955-5210	February 24-26, 2012

REASON FOR LATE SUBMITTAL: Request for teachers to attend this conference was received from the District Office after the time to submit for prior Board approval.

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

All donations to the district must be officially accepted by the Fountain Valley School District Board of Trustees inasmuch as their acceptance may involve an expenditure of district funds for installation, use, and/or maintenance. Before any donation is supplied or purchased by your organization, or formally accepted for a school, the following information is requested on this form. Upon site/document approval, a copy of the form shall be presented to Business Services or Technology/Media for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Courreges Elementary

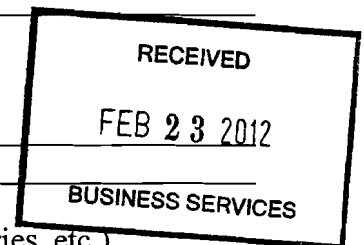
NAME OF DONOR: Edison International (Employee Contributions Campaign)

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

Employee Giving Campaign \$25.00, Check #147969, 2/2/12

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)



ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

REVENUE ACCT: 010470000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010014787-4310

INTENDED USE: (State how this will be used) Instructional Supplies

REVIEWED:
Principal/Department Head

APPROVED/DISAPPROVED: February 16,, 2012
Date

REVIEWED:
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 2/23/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 3/8/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: Talbert PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$113.31

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

RECEIVED

FEB 08 2012

BUSINESS SERVICES

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

REVENUE ACCT: 010130000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE 010143889 - 1114

INTENDED USE: (State how this will be used)

Substitute teacher for cheer coach / basketball tournament.

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 2/2/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 2/17/12
Date

REVIEWED: [Signature]
Director, Technology/Media
Asst. Supt. / ISF.

APPROVED/DISAPPROVED: 2/21/12
Date

BOARD APPROVAL DATE: 3/8/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert Middle School

NAME OF DONOR: PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

\$255.15

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

RECEIVED

FEB 08 2012

BUSINESS SERVICES

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

REVENUE ACCT: 010130000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE 012723889 - 4325

INTENDED USE: (State how this will be used) Toner Cartridges for Principal's Printer

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 2/6/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 2/17/12
Date

REVIEWED: [Signature]
Director, Technology/Media
Asst. Sup't Inst.

APPROVED/DISAPPROVED: 2/21/12
Date

BOARD APPROVAL DATE: 3/8/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Talbert

NAME OF DONOR: Talbert PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$1,000.00

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

RECEIVED

FEB 24 2012

BUSINESS SERVICES

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

REVENUE ACCT: 010130000 - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE 010143889 - 1113 + benefits \$775.00

010143889 - 2113 + benefits \$225.00

INTENDED USE: (State how this will be used) Additional duties and benefits for before and after School clubs.

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 2/21/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 2/24/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 3/8/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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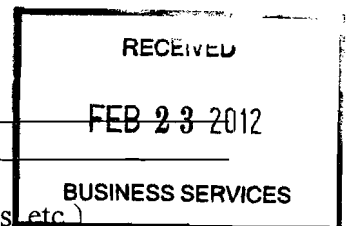
SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: Niklas Gummeson (Tamura parent)

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$300 Ck #2019

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)



ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

REVENUE ACCT: 0100110108699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100110104310

INTENDED USE: (State how this will be used)

For Instructional Supplies

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 02/17/2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 2/23/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 3/8/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Tamura Elementary School

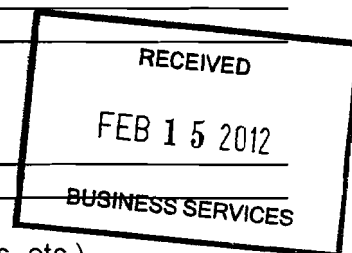
NAME OF DONOR: PTO

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

\$1,400.00 check

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)



ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)

INTENDED USE: Revenue Account #010100000.8699
Abate Donation Budget #010011089.1119

COMMENTS (Rationale for disapproval): Spotlight on Reading – Julie Zaldo

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 1/30/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 2/19/12
Date

REVIEWED: [Signature]
Director, Technology/Media
Asst Supr Tech

APPROVED/DISAPPROVED: 2/21/12
Date

BOARD APPROVAL DATE: 3/8/12

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – MARCH 8, 2012
DATES 2/08/12 – 2/27/12
WARRANT NUMBERS 57451 - 57683

01 GENERAL	\$	292,974.84
12 CHILD DEVELOPMENT	\$	6,317.52
13 CAFETERIA	\$	63,249.00
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	54,526.08
69 INSURANCE	\$	42,967.61
TOTAL	\$	460,035.05

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/08/2012

FROM 02/07/2012 TO 02/27/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4176	TIME AND ALARM SYSTEMS INC.	418.25	418.25	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4187	EBERHARD EQUIPMENT	800.00	800.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
F20M4188	AMERICAN ENVIRONMENTAL SPECIAL	570.00	570.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20M4189	CITY OF FOUNTAIN VALLEY	25.00	25.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20M4190	VILLAGE NURSERIES	200.00	200.00	012899390 4343	Gardening / Gardening Supplies
F20M4191	CUMMINS CAL PACIFIC	110.00	110.00	012919395 5450	Special Ed. Transportation / OTHER INSURANCE
F20M4192	MERIDIAN SYSTEMS SUPPLY	359.00	359.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4193	SWRCB ACCOUNTING OFFICE	1,359.00	1,359.00	012869390 5540	Maintenance / Waste Disposal
F20M4210	PRECISION FLOOR COVERING INC.	11,182.07	11,182.07	012869390 5899	Maintenance / Other Operating Expenses
F20M4236	ALLIED REFRIGERATION INC.	180.00	180.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4237	FOUNTAIN VALLEY GLASS	491.07	491.07	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4238	DEWALT-PORTER CABLE-DELTA SERV	100.00	100.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4239	RUSSELL SIGLER INC.	438.59	438.59	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4240	GRILLO FILTER SALES	800.00	800.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4241	CRANDALL, SAM	400.00	400.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4242	ASSOCIATED LABORATORIES	200.00	200.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
F20M4243	SMARDEN SUPPLY COMPANY	429.40	429.40	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4244	HILLYARD / LOS ANGELES	134.69	134.69	019509380 4347	STAR Building DO - Operations / Repair & Upkeep of
F20M4245	DAVE BANG ASSOCIATES	11,200.00	11,200.00	012869390 5899	Maintenance / Other Operating Expenses
F20M4246	NEWPORT AWNING COMPANY INC.	4,900.00	4,900.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
F20M4247	WEST LITE SUPPLY CO INC	140.00	140.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4248	GRAINGER INC.	116.21	116.21	012899390 4343	Gardening / Gardening Supplies
F20M4249	WESTERN GLASS RESTORATION	875.00	875.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
F20M4250	WEST LITE SUPPLY CO INC	375.00	375.00	012869390 4345	Maintenance / Maintenance Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/08/2012

FROM 02/07/2012 TO 02/27/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0896	TARGET STORES	215.50	215.50	012733737 4327	Health Supplies - Oka / Health Supplies
F20R0917	OFFICE DEPOT	105.54	32.49	012059385 4325	Publications / Office Supplies
			45.07	012849380 4325	Fiscal Services / Office Supplies
			27.98	133207380 4325	Cafeteria Fund / Office Supplies
F20R0918	BENTLEY PRINTING & GRAPHICS IN	87.27	87.27	012723838 4325	Sch Site Admin - Talbert / Office Supplies
F20R0920	ORANGE COUNTY DEPARTMENT OF ED	55.00	55.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0921	LAKESHORE LEARNING MATERIALS	107.75	107.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
F20R0922	CALIFORNIA LEAGUE OF MIDDLE SC	295.00	295.00	010114955 5390	Title I - Masuda / Dues and Membership Non Taxabl
F20R0923	TOSHIBA BUSINESS SOLUTIONS	103.92	103.92	012723838 5640	Sch Site Admin - Talbert / Outside Services - Leases
F20R0924	STAPLES	51.69	51.69	010014089 4310	Donations - Plavan / Instructional Supplies
F20R0925	MIND RESEARCH INSTITUTE	3,000.00	3,000.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
F20R0926	SCHOOLS FIRST	30,000.00	30,000.00	012719165 3957	Superintendent / Annuity Plan - Certificated
F20R0927	MOTION PICTURE LICENSING	833.55	833.55	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0928	KLINGSPOR WOODWORKING SHOP	386.26	386.26	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0929	MERRIAM, BOB	745.00	745.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0930	FOREST PLYWOOD SALES	1,289.14	1,289.14	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0931	DAIRY COUNCIL OF CALIFORNIA	15.00	15.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
F20R0932	SKIP'S MUSIC INC	580.69	580.69	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0933	ORANGE COUNTY DEPARTMENT OF ED	55.00	55.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0934	PEDIATRIC THERAPY NETWORK	305.00	305.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0935	AUTISM CONFERENCES OF AMERICA	315.00	315.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0936	OFFICE DEPOT	87.16	87.16	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R0937	ORANGE COUNTY DEPARTMENT OF ED	55.00	55.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0938	CALIFORNIA LEAGUE OF MIDDLE SC	229.00	229.00	010114955 5210	Title I - Masuda / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/08/2012

FROM 02/07/2012 TO 02/27/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0939	SUPER DUPER SCHOOL COMPANY	59.21	59.21	015641660 4310	Special Ed. - Newland S&L / Instructional Supplies
F20R0940	PENN STATE INDUSTRIES	269.17	269.17	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
F20R0941	MEDIC FIRST AID INTERNATIONAL	1,912.40	1,912.40	012289961 4310	MAA - Administration / Instructional Supplies
F20R0942	HOME DEPOT	538.75	538.75	120336098 4410	Extended School Administration / Fixed Assets
F20R0943	STAPLES	293.07	293.07	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
F20R0944	STAPLES	64.43	64.43	010014089 4310	Donations - Plavan / Instructional Supplies
F20R0945	GIBSON HASBROUCK & ASSOCIATES	43.10	43.10	010014089 4310	Donations - Plavan / Instructional Supplies
F20R0946	STAPLES	107.75	107.75	120336098 4325	Extended School Administration / Office Supplies
F20R0947	PSYCHOLOGICAL ASSESSMENT RESOU	545.44	545.44	012289961 4322	MAA - Administration / Testing Supplies
F20R0948	MHS INC.	516.22	516.22	012289961 4322	MAA - Administration / Testing Supplies
F20R0949	PRO ED INC.	438.30	438.30	012289961 4322	MAA - Administration / Testing Supplies
F20R0950	SOUTHWEST SCHOOL AND OFFICE SU	178.99	178.99	012289961 4325	MAA - Administration / Office Supplies
F20R0951	TOYS R US	400.00	400.00	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
F20R0952	THERAPY SHOPPE	884.90	884.90	012289961 4310	MAA - Administration / Instructional Supplies
F20R0953	BARNES AND NOBLE	1,506.61	1,506.61	010303855 4310	EIA-Talbert / Instructional Supplies
F20R0954	SCHOOL SPECIALTY	1,734.53	1,734.53	012289961 4310	MAA - Administration / Instructional Supplies
F20R0955	SOUTHWEST SCHOOL AND OFFICE SU	118.55	118.55	012289961 4310	MAA - Administration / Instructional Supplies
F20R0956	FREE SPIRIT PUBLISHING INC	232.72	232.72	012289961 4310	MAA - Administration / Instructional Supplies
F20R0957	FOREWORKS PUBLICATIONS	414.97	414.97	012289961 4322	MAA - Administration / Testing Supplies
F20R0958	ARTFELT	161.63	161.63	010269275 4310	School Readiness Kinder Admin / Instructional Supplies
F20R0959	SUPER DUPER SCHOOL COMPANY	69.98	69.98	015641660 4310	Special Ed. - Newland S&L / Instructional Supplies
F20R0960	CHEFS' TOYS	1,000.00	1,000.00	133207380 4790	Cafeteria Fund / Food Servies Supplies
F20R0961	APPLE COMPUTER ORDER	13,868.90	13,868.90	010014789 4410	PTA Donations - Courreges / Fixed Assets
F20R0962	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016198 4310	State Preschool Instructional / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/08/2012

FROM 02/07/2012 TO 02/27/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0963	ACORN MEDIA	237.05	237.05	012109078 4320	Tech/Media Office Operation / Computer Supplies
F20R0964	STAPLES	75.41	75.41	012658155 4325	Assessment and Accountability / Office Supplies
F20R0965	CHILDTHERAPYTOYS-COM LLC	66.90	66.90	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
F20R0966	METRO BUSINESS SOLUTIONS INC.	968.67	968.67	012719470 4410	Personnel Department / Fixed Assets
F20R0967	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
F20R0968	ARIEL SUPPLY COMPUTER & BUSINE	234.03	234.03	012289961 4325	MAA - Administration / Office Supplies
F20R0969	PRACTI-CAL	5,931.63	5,931.63	012289961 5813	MAA - Administration / Consultant
F20R0970	RIVERSIDE PUBLISHING COMPANY	465.48	465.48	012289961 4322	MAA - Administration / Testing Supplies
F20R0971	PRO ED INC.	347.00	347.00	012289961 4322	MAA - Administration / Testing Supplies
F20R0972	STUDY ISLAND LLC	6,139.56	6,139.56	012338055 5899	Title III-LEP-Instructional / Other Operating Expenses
F20R0973	WEB WISE KIDS INC.	250.00	250.00	010144989 5210	Donations - Masuda / Travel, Conference, Workshop
F20R0974	SOUTHWEST SCHOOL AND OFFICE SU	336.85	336.85	012289961 4325	MAA - Administration / Office Supplies
F20R0975	NEOTERIC SOLUTION INC	110.75	110.75	010011010 4310	Sch Site Instr - Tamura / Instructional Supplies
F20R0976	SOUTHWEST SCHOOL AND OFFICE SU	102.11	102.11	012589860 4325	Discrete Trial Training / Office Supplies
F20R0977	CHIDESTER, MARGARET A.	66.00	66.00	012719165 5830	Superintendent / Legal Fees
F20R0978	DISCOUNT SCHOOL SUPPLY	161.63	161.63	120016198 4310	State Preschool Instructional / Instructional Supplies
F20R0979	LAKESHORE LEARNING MATERIALS	100.00	100.00	011534075 4310	Cotsen Foundation - Plavan / Instructional Supplies
F20R0980	LAKESHORE LEARNING MATERIALS	123.91	123.91	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
F20R0981	CONSTRUCTIVE PLAYTHINGS	200.00	200.00	015513860 4310	Special Ed. - Talbert RSP / Instructional Supplies
F20R0982	TARGET STORES	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
F20R0983	TARGET STORES	100.00	100.00	015641660 4310	Special Ed. - Newland S&L / Instructional Supplies
F20R0984	LAKESHORE LEARNING MATERIALS	100.00	100.00	015641660 4310	Special Ed. - Newland S&L / Instructional Supplies
F20R0986	BUREAU OF EDUCATION & RESEARCH	225.00	225.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
F20R0987	ARIEL SUPPLY COMPUTER & BUSINE	142.23	142.23	012719275 4325	Curriculum/Instruction Office / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 03/08/2012

FROM 02/07/2012 TO 02/27/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20R0988	CDWG	63.86	63.86	012849380 4325	Fiscal Services / Office Supplies
F20R0989	SCHOOL SERVICES OF CALIFORNIA	195.00	195.00	012849380 4325	Fiscal Services / Office Supplies
F20R0990	TOYS R US	100.00	100.00	010019961 4310	Medi-Cal Billing-Instructional / Instructional Supplies
F20S8038	P & R PAPER SUPPLY COMPANY	474.10	474.10	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8039	WAXIE	4,970.35	4,970.35	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8040	UNITED HEALTH SUPPLIES	579.11	579.11	011000000 9320	Revenue Limit - State Revenues / STORES
F20S8041	P & R PAPER SUPPLY COMPANY	238.67	238.67	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	120,477.10			
	Fund 12 Total:	1,981.09			
	Fund 13 Total:	1,042.98			
	Total Amount of Purchase Orders:	123,501.17			

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

03/08/2012

FROM 02/07/2012 TO 02/27/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
F20M4008	HOME DEPOT	3,500.00	+1,000.00	012899390 4343	Gardening / Gardening Supplies
F20M4014	MCMASTER CARR SUPPLY CO	6,000.00	+500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4018	SMARDEN SUPPLY COMPANY	6,500.00	+500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
F20M4127	STAPLES	1,000.00	+500.00	012869390 4325	Maintenance / Office Supplies
F20M4177	HILLYARD / LOS ANGELES	2,581.73	-2,592.99	019509380 4347	STAR Building DO - Operations / Repair & Upkeep of
			+2,581.73	019509380 4410	STAR Building DO - Operations / Fixed Assets
F20R0307	SOUTHWEST SCHOOL AND OFFICE SU	500.00	+200.00	012723535 4325	Sch Site Admin - Moiola / Office Supplies
F20R0352	SOUTHWEST SCHOOL AND OFFICE SU	2,155.00	+1,077.50	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
F20R0394	SOUTHWEST SCHOOL AND OFFICE SU	226.08	+51.08	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
F20R0840	APPLE COMPUTER ORDER	9,625.70	-16.00	012879390 4410	Vandalism / Fixed Assets
F20S8037	UNISOURCE	24,210.90	+25.64	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:		2,749.46		
	Fund 12 Total:		1,077.50		
	Total Amount of Change Orders:		3,826.96		

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2012 42

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
4300	MATERIALS & SUPPLIES	1,937.00	1,150.00
4400	NONCAPITALIZATION EQUIPMENT		5,538.00
5600	RENTALS,LEASES AND REPAIRS		100.00
5800	PROF/CONS SERV & OPER EXPENSE	4,951.00	
9790	UNDESIGNATED/UNAPPROPRIATED		100.00
Subfund Total:		6,888.00	6,888.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, March 8, 2012.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2012 43

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		7,433.00
3101	STRS-CERTIFICATED POSITIONS		503.00
3313	MEDICARE-CERTIFICATED		188.00
3353	ARP-CERTIFICATED		2.00
3401	HEALTH & WELFARE-CERTIFICATED		2,546.00
3501	SUI-CERTIFICATED		120.00
3601	WORKERS'COMP-CERTIFICATED		149.00
4200	BOOKS OTHER THAN TEXTBOOKS		1,041.00
4300	MATERIALS & SUPPLIES		11,643.00
4400	NONCAPITALIZATION EQUIPMENT		18,547.00
5200	TRAVEL & CONFERENCES	41.00	
5600	RENTALS,LEASES AND REPAIRS		2,634.00
5713	Direct Cost-Printing & Reprod		83.00
5800	PROF/CONS SERV & OPER EXPENSE	2,400.00	1,201.00
8500	STATE INCOME	8.00	
8600	LOCAL INCOME		41,111.00
9790	UNDESIGNATED/UNAPPROPRIATED	2,546.00	
Subfund Total:		4,995.00	87,201.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, March 8, 2012.

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

2012 44

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
8600	LOCAL INCOME		36,562.00
9790	UNDESIGNATED/UNAPPROPRIATED		36,562.00
Subfund Total:		0.00	73,124.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, March 8, 2012.

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

2012 45

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

Fund: 6769 INSURANCE HEALTH/WELFARE

Object	Description	FROM	TO
3401	HEALTH & WELFARE-CERTIFICATED		30,318.00
3402	HEALTH & WELFARE-CLASSIFIED		32,358.00
3701	RETIREE BENEFITS-CERTIFICATED	8,404.00	
3702	RETIREE BENEFITS-CLASSIFIED		9,575.00
9790	UNDESIGNATED/UNAPPROPRIATED	63,847.00	
Subfund Total:		72,251.00	72,251.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, March 8, 2012.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsd.k12.ca.us

MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Cathie Abdel, Executive Director, Personnel

SUBJECT: **Update to District Plan for Providing Educational Services for Expelled Students**

DATE: February 22, 2012 – for March 8, 2012 Board Meeting

BACKGROUND

Every three years school districts must update their District plan that provides education services for all expelled students within the county utilizing a model created by the Orange County Department of Education (Countywide Expulsion Plan). The Fountain Valley School District has updated its plan as required.

RECOMMENDATION

It is recommended that the Board of Trustees approve the updated 2012 - 2015 “Plan for Providing Educational Services to all Expelled Students in Orange County”, which follows the Countywide Expulsion Plan developed with the Orange County Department of Education.

/sb
Attachments

PLAN FOR PROVIDING EDUCATIONAL SERVICES TO ALL EXPELLED STUDENTS IN FOUNTAIN VALLEY SCHOOL DISTRICT

General Provisions

As required by Education Code 48926, the Orange County Superintendent of Schools has developed an expulsion plan in conjunction with the Superintendents of the school districts in Orange County. The plan provides for educational services to all expelled students in the county for school years 2012-13, 2013-14 and 2014-15. A student whose behavior has resulted in an expulsion is provided a rehabilitation plan which ensures placement in an educational program and establishes the criteria for return to the Fountain Valley School District. All educational alternatives provided by Orange County school districts are not available to all expelled students. The type of offense, location of offense, grade level and nature of the student's individualized needs; all have the potential to affect the educational alternatives available to the student during the period of expulsion. Students expelled for any of the offenses listed in subdivision (a) or (c) of Section 48915 of the California Education Code shall not be permitted to enroll in any district-operated program during the period of expulsion unless it is a community day school (E.C. 48915.2).

Fountain Valley School District Prevention Activities

As indicated in the Orange County Expulsion plan, the options available to Fountain Valley School District after an expulsion decision include, but are not limited to the following:

1. Expulsion, suspended order, with placement on the same school campus [E.C. 48917 (a)].
2. Expulsion, suspended order, with placement on a different school campus within the district [E.C.48917 (a)].
3. Expulsion with referral to a district alternative suspension/expulsion classroom, if available (E.C. 48660).
4. Expulsion with subsequent transfer to another district.
5. Expulsion with referral to the Orange County Department of Education, Alternative, Community and Correctional Education Schools and Services (ACCESS) (E.C. 1981).

Actual referral to a county community school is made by the Fountain Valley School District with recommendations from the District's Administrative Hearing Panel, School Attendance Review Board (SARB), or by another established district referral process as required by statute.

Fountain Valley School District seeks to establish safe and nurturing school climates that support student learning, promotes self-esteem and protects the well-being of all students. It is important for students in our district to feel secure in their learning environments. The Fountain Valley School District has implemented prevention and proactive activities at our school sites in an effort to promote positive and safe learning environments for our students. These activities are outlined in the following chart:

Title of Activity	Description of Activity	Grade Level
Behavior Assemblies	Explanation of school rules and policies to students	K-8
Parent Notification and Rights	Start of the year communication regarding policies	K-8
Parent Education	Parent nights	K-8
Student Study Teams	Meetings designed to address the needs of students and provide interventions and supports	K-8
Student Support and Services	Counseling services when appropriate and Behavior Plans for Special Education students	K-8
Positive Behavioral Intervention Supports (PBIS)	School wide Behavior Management Program	K-5
Too Good For Drugs Lessons	Universal classroom program	K-5
School Attendance Review Board (SARB)	Meetings to support student attendance and student behavior through parent communication and student contracts.	2-8
In School Suspension	Keeping students on campus	2-8
After School Clubs and Sports	After school programs designed to provide students with opportunities and connection at school site	6-8
Homework Clubs	After school club designed to support students academic achievement	6-8
Middle School Counseling	Group and individual counseling services on campus	6-8
Steps to Respect	Universal classroom program	6-8
Peer Assistance League	Peer to peer conflict resolution	6-8

When the policies and standards of behavior are violated at a school site, fair and consistent disciplinary steps are taken to address the issues. In some instances it may be necessary to suspend or expel a student from regular classroom instruction. Attached is Board Policy 5144: Discipline; Administrative Regulations 5144(a-c); Board Policy 5144.1(a-d): Suspension and Expulsion/Due Process; Administrative Regulations 5144.1 (a-t); and Administrative Regulations 5144.2 (a-i).

Board Policy 5144 Student Discipline:

Students

BP 5144

DISCIPLINE

The Board of Trustees desires to prepare youth for responsible citizenship by fostering self-discipline and personal responsibility. The Board perceives that good planning, a good understanding of each child and parent involvement can minimize the need for discipline. Teachers shall use positive conflict resolution techniques and avoid unnecessary confrontations. When misconduct occurs, staff shall make every effort to identify and correct the causes of the student's behavior.

Board policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school shall develop disciplinary rules in accordance with law to meet the school's individual needs.

Staff shall enforce disciplinary rules fairly and consistently, without discrimination.

In order to maintain safe and orderly environments, the Board shall give employees all reasonable support with respect to student discipline. If a disciplinary strategy is ineffective, another strategy shall be employed. Continually disruptive students may be assigned to alternative programs or removed from school. At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline.

(cf. 5131 - Conduct)

(cf. 5142 - Safety)

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

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

(cf. 6164.5 - Student Study Teams)

Legal Reference:

EDUCATION CODE

35146 Closed sessions

35291 Rules

35291.5 School-adopted discipline rules

35291.7 School-adopted discipline rules: additional employees

37223 Weekend classes

44807.5 Restriction from recess for disciplinary purposes

48630-48644.5 Opportunity schools

48900-48925 Suspension and expulsion

48980-48985 Notification of parents or guardians

49000-49001 Prohibition of corporal punishment

49330-49334 Injurious objects

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

Management Resources : CDE PROGRAM ADVISORIES

1023,88 Corporal Punishment, CIL: 88/9-5

1110.89 Physical Exercise as Corporal Punishment, CIL 89/9-3

Policy
adopted: June 7, 2000

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

DISCIPLINE

Site-Level Rules

Rules for student discipline shall be developed at each school site. In developing these rules, each school shall solicit the participation, views and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. School administrators
2. Teachers
3. Parents/guardians
4. Students enrolled in the school (only at schools with grades 6-8)

The final version of the rules shall be adopted by a panel comprised of the principal/designee and a representative selected by classroom teachers at the school. Rules shall be consistent with law, Governing Board policy and district regulations.

Each school shall file a copy of the rules with the superintendent and Board. The rules shall be revised as necessary and shall undergo the site-level review and adoption process at least every four years. (Education Code 35291.5)

cf. 0450 – Comprehensive Safety Plan

Disciplinary strategies provided in board policy, regulation and law may be used in developing site-level rules. These strategies include but are not limited to:

1. Referral of the student for advice and counseling
2. Discussion or conference with parents/guardians
cf. 5020 – Parent rights and responsibilities
cf. 6020 – Parent Involvement
3. Recess restriction
4. Detention during and after school hours
5. Community Service
6. Reassignment to an alternative educational environment
7. Removal from the class in accordance with board policy and law
8. Suspension and expulsion

DISCIPLINE (continued)

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of, physical pain on a student. (Education Code 49000, 49001)

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to district property. (Education Code 49001)

Community Service

Except when suspension or expulsion is required by law, the Superintendent, principal or principal's designee, at his/her discretion, may require a student to perform community service on school grounds during nonschool hours instead of imposing other disciplinary action. Such service may include, but is not limited to, outdoor beautification, campus betterment and teacher or peer assistance programs. (Education Code 48900.6)

Recess Restriction

A teacher may restrict a student's recess time under the following conditions when he/she believes that this action is the most effective way to bring about improved behavior subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.

DISCIPLINE (continued)

Detention After School

Students may be detained for up to one hour after the close of the maximum school day under the following conditions:

1. A student who is transported by school bus shall be detained only until the time when the bus departs. (Code of Regulations, Title 5, Section 307, 353)

If a student will miss his/her school bus on account of being detained after school, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. The student shall not be detained unless the parent/guardian have been notified.

2. A student who is not transported by school bus shall be detained only after his/her parent/guardian has been notified of the day and amount of time involved.
3. The student shall remain under the supervision of a certificated employee during the period of detention.

Notice to Parents/Guardians and Students

At the beginning of the school year, the superintendent or designee shall notify parents/guardians in writing about the availability of district rules related to discipline. (Education Code 35291)

In addition, at the beginning of each school year the principal or designee shall notify students and parents/guardians in writing regarding school rules related to discipline. Transfer students and their parents/guardians shall receive such notice upon enrollment. (Education Code 35291.5)

(cf. 5145.6 - Parental Notifications)

Board Policy 5144.1 Suspensions and Expulsion/Due Process

Students

BP 5144.1(a)

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

(cf. 5144 - Discipline)

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Zero Tolerance

The Board supports a zero tolerance approach to serious offenses. This approach makes the removal of potentially dangerous students from the classroom a top priority. It ensures fair and equal treatment of all students and requires that all offenders be punished to the fullest extent allowed by law. Staff shall immediately report to the Superintendent or designee any incidence of offenses specified in law, Board policy and administrative regulation as cause for suspension or expulsion.

The Superintendent or designee shall notify staff, students and parent/ guardians about the district's zero tolerance policy and the consequences which may result from student offenses. He/she shall also ensure strict enforcement of this policy.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)**Student Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

(cf. 5119 - Students Expelled from Other Districts)

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

On-Campus Suspension Program

The Board recognizes that students who are suspended from school often have no supervision or guidance during the school hours when they are off campus. The Board believes that in many cases, it would be better to address the student's misconduct by keeping the student at school and providing him/her with supervision that is separated from the regular classroom.

The Superintendent or designee may establish a supervised in-house suspension program which meets the requirements of law for suspended students who pose no imminent danger or threat at school and for whom an expulsion action has not been initiated.

The Superintendent or designee shall examine alternatives to off-campus suspension and may establish a suspension program which involves progressive discipline during the school day on campus; use of conferences between staff, parents/guardians and students; detention; student study teams or other assessment-related teams; and/or referral to school support services staff. The use of such alternatives does not preclude off-campus suspensions.

Required Parental Attendance

The Board believes that parental involvement plays an important role in the resolution of classroom behavior problems. The Board expects that teachers will communicate with parents/guardians when behavior problems arise.

Whenever a student is removed from a class because he/she committed an obscene act, engaged in habitual profanity or vulgarity, disrupted school activities or otherwise willfully defied valid staff authority, the teacher of the class from which the student was removed may provide that the student's parent/guardian attend a portion of a school day in that class. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

The Board encourages teachers, before requiring parental attendance, to make reasonable efforts to have the parent/guardian visit the class voluntarily. The teacher also may inform the parent/guardian about available resources and parent education opportunities. Teachers should reserve the option of a required parental attendance for cases in which they have

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

determined that it is the best strategy to promote positive interaction between the student and the parent/guardian and to improve classroom behavior.

The teacher shall apply this policy uniformly to all students within the classroom. This policy shall apply only to a parent/guardian who lives with the student. (Education Code 48900.1)

Parental attendance may be requested on the day the student returns to class or within one week thereafter. The principal or designee shall contact any parents/guardians who do not respond to the request to attend school. The Board recognizes that parental compliance with this policy may be delayed, modified or prevented for reasons such as serious illness/injury/disability, absence from town or inability to get certain release time from work.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements.

Decision not to Enforce Expulsion Order

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law.

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence reduction

1981 Enrollment of students

17292.5 Program for expelled students

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48660-48666 Community day schools

48900-48926 Suspension and expulsion

48950 Speech and other communication

49073-49079 Privacy of student records

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54962 Ralph M. Brown Act (re closed sessions)

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

240 Assault defined

242 Battery defined

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

243.4 Sexual battery

245 Assault with deadly weapon

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.25-417.27 Laser scope

422.6 Interference with civil rights; damaging property

422.7 Aggravating factors for punishment

422.75 Protected classes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors or stun guns

868.5 Supporting person; attendance during testimony of witness

UNITED STATES CODE, TITLE 20

6301 - 8962 Improving America's Schools Act, especially:

8921 - 8922 Gun-Free Schools Act of 1994

COURT DECISIONS

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301, 308

ATTORNEY GENERAL OPINIONS

80 Ops.Cal.Atty.Gen. 347 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

CDE PROGRAM ADVISORIES

0306.96 Expulsion Policies and Educational Placements, SPB 95/96-04

SUSPENSION AND EXPULSION/DUE PROCESS**Definitions**

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, "suspension" does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

(cf. 5144 - Discipline)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

Students may be subject to suspension or expulsion for committing any of the acts listed below and shall be suspended and/or expelled when so required by law:

1. Caused, attempted to cause or threatened to cause physical injury to another person or willfully used force or violence upon the person of another except in self defense (battery). Education Code 48900, Penal Code 242)
2. Possessed, sold or otherwise furnished any firearm, knife, explosive or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))

(cf. 5131 - Conduct)

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawfully possessed, used, sold or otherwise furnished or been under the influence of, any controlled substance as defined in the Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind (Education Code 48900(c))

(cf. 5131.6 - Alcohol and Other Drugs)

4. Unlawfully offered, arranged or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind and then either sold, delivered or otherwise furnished to any person another liquid, substance or material and represented same as controlled substance, alcohol beverage or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed or unlawfully offered, arranged or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials or school personnel engaged in the performance of their duties (Education Code 48900(k))
12. Knowingly received stolen school property or private property (Education Code 48900(l))
13. Possessed an imitation firearm, i.e. a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm (Education Code 48900(m))
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289 or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
15. Harassed, threatened or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that student from being a witness or retaliating against that student for being a witness or both (Education Code 48900(o) Penal Code 139)
16. Made terrorist threats against school officials and/or school property. (Education Code 48900.7)

Students in grades 4 through 8 are also subject to suspension or recommendation for expulsion for any of the acts listed below:

17. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

(cf. 5145.7 - Sexual Harassment)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

18. Caused, attempted to cause, threatened to cause or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)
19. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment (Education Code 48900.4)

(cf. 5145.3 - Nondiscrimination/Harassment)

A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school or within any other school district, including but not limited to the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to or coming from a school-sponsored activity

Alternatives to suspension or expulsion will be used with students who are truant, tardy or otherwise absent from assigned school activities.

(cf. 5113 - Absences and Excuses)

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

Removal from Class by a Teacher/Parental Attendance

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act listed in "Grounds for Suspension and Expulsion" above. (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When removing a student from his/her class, the teacher shall immediately report this action to the principal and send the student to the principal for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

As soon as possible, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the removal. A counselor or psychologist should attend the conference if it is practicable and a school administrator may attend if either the parent/guardian or teacher so requests.

A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal. (Education Code 48910)

A student removed from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

Suspension by Superintendent, Principal or Principal's Designee

The Superintendent, principal or principal's designee may suspend a student from a school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

The Superintendent or designee shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

1. Possessing, as verified by a district employee or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife, as defined in Education Code 48915(g), at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Suspension also may be imposed upon a first offense if the Superintendent, principal or designee determines the student violated items #1-5 listed in "Grounds for Suspension and Expulsion" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

A student may be suspended from school for not more than 20 school days in any school year, unless for purposes of adjustment a student enrolls in or is transferred to another regular school, an opportunity school or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48912)

The Superintendent or designee may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which a student may be suspended in any school year. (Education Code 48903)

Suspensions shall be initiated according to the following procedures:

1. **Informal Conference**

Suspension shall be preceded by an informal conference conducted by the principal, designee or the Superintendent with the student and, whenever practicable, the teacher, supervisor or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against him/her; the student shall be given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911(b))

This conference may be omitted if the principal, designee or the Superintendent determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference will be held as soon as the student is physically able to return to school. (Education Code 48911(c))

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

2. Administrative Actions

All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee.

3. Notice to Parents/Guardians

At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension. (Education Code 48911)

This notice shall state the reasons for suspension and the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may also add that state law requires the parent/guardian to respond to such requests without delay.

4. Parent/Guardian Conference

Whenever a student is suspended, school officials will make every effort to meet or speak with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such conference. The student may not be denied readmission solely because the parent/guardian failed to attend. (Education Code 48911)

5. Extension of Suspension

If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision. (Education Code 48911(g))

Any extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension. Extension of the suspension may be made only if the Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Suspension by the Board

The Board may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion" above and within the limits specified in "Suspension by Superintendent, Principal or Principal's Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester if any of the acts listed in "Grounds for Suspension and Expulsion" occurred. The suspension shall meet the requirements of Education Code 48915. (Education Code 48912.5)

When the Board is considering a suspension, disciplinary action or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079.

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by certified mail. Upon receiving this notice, the student or parent/guardian may request a public meeting and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

(cf. 9321 - Closed Session Purposes and Agendas)

Authority to Expel

A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed certain offenses listed below under "Mandatory Recommendation and Mandatory Expulsion."

The Board also may order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer or administrative panel, based on a finding of one or both of the following: (Education Code 48915 (b) and 48915 (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

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

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Mandatory Recommendation for Expulsion

Unless the principal or Superintendent finds that expulsion is inappropriate due to particular circumstances, the principal, Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915 (a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive or other dangerous object of no reasonable use to the student

(cf. 5131.7 - Weapons and Dangerous Instruments)

3. Unlawful possession of any controlled substance, as listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

Mandatory Recommendation and Mandatory Expulsion

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915 (c))

1. Possessing, as verified by a district employee or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Brandishing a knife as defined in Education Code 48915(g) at another person
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above

Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918 (a)).

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to all the following: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present in the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. Parents may choose to expedite the hearing process by waiving the 10-day notification requirement. Parents may obtain copies of documentation to be used at the hearing 3 days in advance from the Support Services Office. A full packet of the documentation will be provided at the hearing.

The Written Notice of the Expulsion Hearing shall include: (Education Code 48918(b))

1. The date and place of the hearing
2. A statement of the specific facts and charges upon which the proposed expulsion is based
3. A copy of district disciplinary rules which relate to the alleged violation
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment. This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a).
(*cf. 5119 - Students Expelled from Other Districts*)
5. The opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or by a nonattorney advisor.
6. The right to inspect and obtain copies of all documents to be used at the hearing
7. The opportunity to confront and question all witnesses who testify at the hearing
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such request is made, the meeting shall be public unless another student's privacy rights would be violated.

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student and

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

the counsel of the student shall also be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including but not limited to videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))
3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20 (formerly 11525). (Education Code 48918 (i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918 (i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918 (i))

4. Presentation of Evidence: While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel must be supported by substantial evidence that the student committed any of the acts listed in "Grounds for Suspension and Expulsion" above.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Findings of fact shall be based solely on the evidence at the hearing. While no decision to expel shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918 (f) and (h)) In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

(cf. 5145.12 - Search and Seizure)

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including but not limited to a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted according to Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel or other support person. Reputation or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.
 - g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- (1) The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - (2) At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - (3) The person conducting the hearing may:
 - (a) Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - (b) Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - (c) Permit one of the support persons to accompany the complaining witness to the witness stand
6. **Decision Within 10 Days:** The Board's decision on whether to expel a student shall be made within 10 school days after the conclusion of the hearing, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))
7. **Decision Within 40 Days:** If the Board does not meet on a weekly basis, its decision on whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures as apply to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing."

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program or any combination of these programs after consulting with district staff, including the student's teachers and with the student's parent/guardian. (Education Code 48918(e))

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

The hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion for a period of one year. (See "Decision Not to Enforce Expulsion Order")

The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer or an administrative panel, the final action to expel must be taken by the Board at a public meeting. (Education Code 48918(j))

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for an act listed under "Mandatory Recommendation and Mandatory Expulsion" above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

1. Periodic review as well as assessment of the student at the time of review for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service and other rehabilitative programs

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student and parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900 (a)-(o), Education Code 48900.2-48900.4 and Education Code 48915 (c) (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education Code 48918)
4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

When deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program

The suspension of the enforcement of an expulsion shall be governed by the following: (Education Code 48917)

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class or program appropriate for the student's rehabilitation. This

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

- rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program.
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status.
 3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion" above or violates any of the district's rules and regulations governing student conduct.
 4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order.
 5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon rein-statement, the Board may order the expunging of any or all records of the expulsion proceedings.
 6. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board of Education.
 7. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student and parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board of Education. (Education Code 48918(j))

Parent Request for Student Reinstatement at School of Origin

In instances of a disciplinary transfer to another school, the parents may submit a written request to the Director of Support Services requesting student reinstatement to the school of origin. The written request shall be submitted 10 days prior to the end of one year at the reassigned school unless the disciplinary transfer was specifically assigned for a shorter duration.

Within 10 days of the receipt of a written request, the Administrative Hearing Panel shall be convened to determine placement. Parents and the receiving principal will be notified of the placement within 24 hours of the Administrative Hearing Panel's meeting.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision to the County Board of Education. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that meets all the following conditions: (Education Code 48915, 48915.01)

1. Is appropriately prepared to accommodate students who exhibit discipline problems
2. Is not provided at a comprehensive middle, junior or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Is not housed at the school site attended by the student at the time of suspension

When the placement described above is not available and when the County Superintendent of Schools so certifies, students expelled for acts described in items #6 through #13 and #16 through #18 under "Grounds for Suspension and Expulsion" above may be instead referred to a program of study that is provided at another middle school or at an elementary school.

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

Readmission procedures shall be as follows:

1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)
2. The Superintendent or designee shall hold a conference with the parent/guardian and the student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

3. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session if information would be disclosed in violation of Education Code 49073-49079. If a written request for open session is received from the parent/guardian or adult student, it shall be honored.
4. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
5. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
6. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
7. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

Maintenance of Records

The Board shall maintain a record of each expulsion, including the cause of the expulsion. The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls, within five days of a written request by the admitting school. (Education Code 48918(k)) The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5125 - Student Records)

Notifications to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

SUSPENSION AND EXPULSION/DUE PROCESS (continued)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

Outcome Data

The Superintendent or designee shall maintain the following data and report such annually to the California Department of Education, using forms supplied by the California Department of Education: (Education Code 48916.1)

1. The number of students recommended for expulsion
2. The grounds for each recommended expulsion
3. Whether the student was subsequently expelled
4. Whether the expulsion order was suspended
5. The type of referral made after the expulsion
6. The disposition of the student after the end of the expulsion period

Fountain Valley School District

ADMINISTRATIVE HEARING PROCEDURES

The order of the Hearing shall be as follows:

1. Chairperson opens the hearing
2. Witnesses are sworn in
3. The District's representative makes opening statement and enters packet of evidence
4. The student or his/her representative makes opening statement
 - (Note: They may postpone their statement until after the District presents its witnesses.)
5. The District presents witnesses
 - Student or his/her representative may cross-examine the District's witnesses, after which the District may redirect and student may recross-examine.
6. The student or representative presents witnesses and may introduce evidence
 - District may cross-examine, after which the student or his/her representative may redirect and recross-examine.
7. Administrative Hearing Panel members may question witnesses
8. The District makes its closing statement
9. The student or his/her representative makes closing statement
10. The chairperson concludes the Hearing

Fountain Valley School District

ADMINISTRATIVE HEARING PROCEDURES**Following the Hearing:**

1. The Administrative Hearing Panel deliberates in closed session. One of the following decisions may be rendered:

Do not expel:	<ul style="list-style-type: none"> • Student (with behavior contract) shall return to school of attendance
	<ul style="list-style-type: none"> • Student (with behavior contract) shall be transferred to another school in the district
	<ul style="list-style-type: none"> • Assign community service (15 hours per trimester)

Note: With a "do not expel" decision, the student is reinstated and permitted to return to a classroom instructional program, any other instructional program, a rehabilitation program or any combination of these programs. Rehabilitation programs may include:

- *The student shall return to his/her school of attendance on a behavior contract*
- *The student shall transfer to another district site on a behavior contract*
- *The student shall be assigned Community Service (15 hours per trimester)*

Placement shall be made by the superintendent or designee after consultation with school district personnel including the student's teacher(s) and the student's parent/guardian.

Recommendations for "do not expel" do not go to the Board of Trustees.

Recommend expulsion to Board of Trustees:	(could be 1,2, or 3 trimesters)
Recommend expulsion to Board of Trustees, but	recommend suspending the expulsion and transferring the student to another school in the district.

2. The District representative will call the parent/guardian with the Hearing Panel's decision within 24 hours.
3. At the next scheduled meeting of the Board of Trustees, the board will meet in closed session to deliberate on all recommendations for expulsion. The District representative will attend to answer questions. Parent/guardian may be present to speak to the board in closed session.
4. The Board of Trustees will vote on the expulsion in open session at the board meeting. The student's name shall not be used.
5. The District representative will call the parent/guardian with the board's decision within 24 hours. The parent/guardian will also receive a letter in the mail.
6. The District representative will arrange for alternative placement, if needed.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)

A student identified as an individual with disabilities pursuant to the Individuals with Disabilities Education Act is subject to the same grounds for suspension and expulsion which apply to regular education students.

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

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the district's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the district had knowledge that the student was disabled before the behavior occurred. (20 USC 1415)

The district shall be deemed to have knowledge that the student had a disability if one of the following conditions exists: (20 USC 1415)

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, that the student is in need of special education or related services
2. The behavior or performance of the student demonstrates the need for such services
3. The parent/guardian has requested an evaluation of the student for special education pursuant to 34 CFR 300.530 - 300.536.

(cf. 6164.4 - Identification of Individuals for Special Education)

4. The teacher, Director of Special Education or other district personnel has expressed concern about the behavior or performance of the student to other district personnel

A district would not be deemed to "have knowledge" as specified in items #1-4 above, if, as a result of receiving such information, the district either (1) conducted an evaluation and determined that the student was not a student with a disability, or (2) determined that an evaluation was not necessary and provided notice to the parent/guardian of its determination. (34 CFR 300.527)

If it is determined that the district did not have knowledge that the student was disabled, then the student shall be disciplined in accordance with procedures established for students without disabilities. (20 USC 1415)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities. (34 CFR 300.527)

Suspension

The Superintendent or designee may suspend a student with disability for up to five school days for a single incident of misconduct, and for up to 20 school days in a school year. If the student is transferred to another school or alternative educational program, the student may be suspended for up to 30 school days in a school year, but still no more than five days for a single incident of misconduct, unless the student is suspended by the Board of Trustees pursuant to Education Code 48912. (Education Code 48903, 48911)

The principal or designee shall monitor the number of days, including portions of days, students with a valid individualized education program (IEP) have been suspended during the school year.

If the student poses an immediate threat to the safety of himself/herself or others, the Superintendent or designee may suspend the student for up to, but not more than, 10 consecutive school days. (Education Code 48911)

Services During Suspension

Students suspended for more than 10 school days shall continue to receive a free and appropriate public education during the term of the suspension. (34 CFR 300.520)

Interim Alternative Placement Due to Dangerous Behavior

A student with a disability may be placed in an appropriate interim alternative educational setting when he/she commits one of the following acts: (20 USC 1415 (k) (1))

1. Carries a weapon, as defined in 18 USC 930, to school or to a school function
2. Knowingly possesses or uses illegal drugs while at school or a school function
3. Sells or solicits the sale of a controlled substance while at school or a school function

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

A hearing officer may order a change in placement of a student with a disability to an appropriate interim educational setting if the hearing officer: (20 USC 1415)

1. Determines that the district has established by substantial evidence that maintaining the current placement of the student is substantially likely to result in injury to the student or others
2. Considers the appropriateness of the student's current placement
3. Considers whether the district has made reasonable efforts to minimize the risk of harm in the student's current placement, including the use of supplementary aids and services
4. Determines that the interim alternative educational setting allows the student to participate in general curriculum, to continue to receive IEP services and to receive services designed to ensure that the behavior does not recur

The student may be placed in the interim alternative educational setting for up to 45 days, or until the conclusion of any due process hearing proceedings requested by the parent/guardian. (20 USC 1415(k)(2))

The student's alternative educational setting shall be determined by the student's individualized educational program (IEP) team. (20 USC 1415 (k) (2))

(cf. 6159 - Individualized Education Program)

Procedural Safeguards/Manifestation Determination

Either before or not later than 10 days after a student has been suspended for more than 10 days or placed in an alternative educational setting, the district shall convene an IEP team meeting to conduct a functional behavior assessment and implement a behavioral intervention plan. If the student already has a behavioral intervention plan, the IEP team shall review the plan and modify it as necessary to address the behavior. (20 USC 1415)

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

As soon as practicable after developing the behavioral intervention plan and completing the required assessments, the IEP team shall meet to develop appropriate behavioral interventions to address the behavior and shall implement those interventions. (34 CFR 300.520)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

If a student with disabilities who has a functional behavioral plan is subject to a removal for more than 10 school days in a school year that does not constitute a change in placement, the IEP team members shall review the behavioral intervention plan and its implementation to determine if modifications are necessary. (34 CFR 300.520)

The following procedural safeguards shall apply when a student is suspended for more than 10 days, when disciplinary action is contemplated for a dangerous behavior as described above, or when a change of placement of more than 10 days is contemplated: (20 USC 1415)

1. The parents/guardians of the student shall be immediately notified of the decision and all procedural safeguards on the day the decision to take action is made.
2. Immediately if possible, but in no case later than 10 school days after the date of the decision, a manifestation determination shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action by the IEP team and other qualified personnel.

At this hearing, the IEP team and other qualified personnel shall consider in terms of the behavior subject to the disciplinary action, all relevant information, including: (20 USC 1415(k)(4); 34 CFR 300.523) :

- a. Evaluation and diagnostic results, including the results or other relevant information supplied by the student's parents/ guardians
- b. Observations of the student
- c. The student's IEP and placement

In relationship to the behavior subject to the disciplinary action, the team shall then determine whether the IEP and placement were appropriate and whether supplementary aids, services, and behavioral interventions were provided. The team shall also determine that the student's disability did not impair the ability of the student to understand the impact and consequences of the behavior, nor did it impair his/her ability to control the behavior subject to the disciplinary action. (20 USC 1415(k)(4); 34 CFR 300.523)

If the team determines that the student's behavior was not a manifestation of his/her disability, then the student may be disciplined in accordance with the procedures for students without disabilities. (20 USC 1415)

If the team determines that the student's behavior was a manifestation of his/her disability, then the student's placement may only be changed via the IEP team process. (20 USC 1415)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Pre-Expulsion Assessment and Meeting

Procedures and timelines governing the expulsion of students with disabilities shall be the same as those for all other students, except that a manifestation determination and a pre-expulsion assessment shall be made and an IEP team meeting held under conditions and with possible consequences indicated below.

1. The parent/guardian shall receive written notice of the district's intent to conduct the pre-expulsion assessment and shall make the student available for the assessment without delay at a site designated by the district. The parent/guardian shall also have the right to an independent assessment as provided in Education Code 56329. (Education Code 48915.5)
2. The pre-expulsion assessment shall be conducted in accordance with the guidelines of the 34 CFR 104.35, which shall include a review of the student's placement at the time of the alleged misconduct and a determination of the relationship, if any, between the student's behavior and his/her disability. (Education Code 48915.5)
3. The IEP team shall meet to determine if an expulsion hearing is appropriate. This meeting shall be held at a time and place mutually convenient to the parent/guardian and district within the period, if any, of the student's pre-expulsion suspension. The parent/guardian's participation may be made through actual participation, representation, or a telephone conference call. (Education Code 48915.5)
4. The parent/guardian shall be notified of his/her right to participate in the meeting at least 48 hours before the meeting. This notice shall specify (Education Code 48915.5)
 - a. That the meeting may be held without the parent/guardian's participation unless he/she requests a postponement for up to three additional school days
 - b. That the suspension will be continued during the postponement if the student continues to pose an immediate threat to the safety of himself/herself or others

In order to make a record of its attempts to arrange the meeting at a mutually convenient time and place, the district shall keep documentation such as: (34 CFR 300.345)

- a. Detailed records of telephone calls made or attempted and the results of those calls
- b. Copies of correspondence sent to parents/guardians and any responses received
- c. Detailed records of visits made to the parent/guardian's home or place of employment and the results of those visits

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

5. The district shall grant a parent/guardian's request that the meeting be postponed for up to three additional school days and may extend a student's suspension for the period of postponement if he/she continues to pose an immediate threat to the safety of himself/herself or others. However, the suspension shall not be extended beyond 10 consecutive school days unless agreed to by the parent/guardian or by court order. If the parent/guardian refuses to consent to an extension beyond 10 consecutive school days and chooses not to participate, the meeting may be conducted without the parent/guardian's participation. (Education Code 48915.5)
6. The IEP team shall consider the pre-expulsion assessment results and shall also review and consider the student's health records and school discipline records. (Education Code 48915.5)
7. If the IEP team determines that the alleged misconduct was caused by, or was a direct manifestation of, the student's disability or that the student was not appropriately placed, the expulsion shall not proceed. (Education Code 48915.5)
8. If the IEP team determines that the alleged misconduct was not caused by, or a direct manifestation of, the student's disability, and if it is determined that the student was appropriately placed, the student shall be subject to expulsion in accordance with procedures that apply to all students. (Education Code 48915.5)
9. When expulsion is ordered, the Board shall recommend a rehabilitation plan for the student. (Education Code 48916)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal code 245. (Education Code 48902)

The principal or designee shall also notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance or possession of weapons or firearms in violation of Penal code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900 (c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Due Process Appeals

If the parent/guardian disagrees with a decision that the behavior was not a manifestation of the student's disability or with any decision regarding placement, he/she has a right to appeal the decision. (20 USC 1415)

Due process appeals must be initiated within 15 days of the decision of the IEP team.

The expulsion hearing shall not be conducted, and the 30-day expulsion proceedings time limit shall not commence, until after completion of the:

1. The pre-expulsion assessment and the manifestation determination (Education Code 48915.5, 20 USC 1415)
2. The IEP team meeting (Education Code 48915.5)
3. Due process hearings and appeals, if initiated (Education Code 48915.5)

The Board may expel a student with disability only if an IEP team has determined that the misconduct was not caused by, or a direct manifestation of, the student's identified disability, and the student was appropriately placed at the time the misconduct occurred. (Education Code 48915.5)

Services During Expulsion

During the term of the expulsion, a student with a disability shall continue to be offered a program of free and appropriate public education. Such services may include independent study, home instruction, or another appropriate alternative program.

(cf. 6158 - Independent Study)

(cf. 6183 - Home and Hospital Instruction)

The alternative program must provide services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP. (34 CFR 300.121)

Readmission

Readmission procedures for students with disabilities shall be the same as those used for all students. The Superintendent or designee may consider the input of the student's IEP team when developing recommendations to the Board regarding a request for readmission. Upon readmission, an IEP team meeting shall be convened to determine whether a new IEP needs to be established.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Suspension of Expulsion

The Board's criteria for suspending the enforcement of an expulsion order shall be applied to students with disabilities in the same manner as they are applied to all students. (Education Code 48917)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

35146 *Closed sessions (re suspensions)*

35291 *Rules (of governing board)*

48900-48925 *Suspension and expulsion*

56000 *Special education; legislative findings and declarations*

56320 *Educational needs; requirements*

56321 *Development or revision of individualized education program*

56329 *Independent educational assessment*

56340-56347 *Individual education program teams*

56505 *State hearing*

PENAL CODE

245 *Assault with deadly weapon*

626.2 *Entry upon campus after written notice of suspension or dismissal without permission*

626.9 *Gun-Free School Zone Act*

626.10 *Dirks, daggers, knives, razors or stun guns*

UNITED STATES CODE, TITLE 18

930 *Weapons*

UNITED STATES CODE, TITLE 20

1412 *State eligibility*

1415 *Procedural safeguards*

UNITED STATES CODE, TITLE 29

706 *Definitions*

794 *Rehabilitation Act of 1973, Section 504*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 *Evaluation and placement*

104.36 *Procedural safeguards*

300.1-300.756 *Assistance to states for the education of students with disabilities*

COURT DECISIONS

Parents of Student W. v. Puyallup School District, (1994 9th Cir.) 31 F.3d 1489

M.P. v. Governing Board of Grossmont Union High School District, (1994) U.S. Dist. Ct., S.D. Cal. 858 F.Supp. 1044

Honig v. Doe, (1988) 484 U.S. 305

Doe v. Maher, (1986) 793 F.2d 1470

Rock Island School District #41, IDELR 353:364

San Juan Unified School District, 20 IDELR 549

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (continued)

Management Resources:

FEDERAL REGISTER

34 CFR 300.a Appendix A to Part 300 - Questions and Answers

34 CFR 300.a1 Attachment 1: Analysis of Comments and Changes

WEB SITES

CDE: <http://www.cde.ca.gov>

USDE: <http://www.ed.gov>



SO: 2011-12/B12-32
Fountain Valley School District
Superintendent's Office

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
SUBJECT: **GENERAL RETAINER AGREEMENT – OLSON, HAGEL & FISHBURN**
DATE: March 1, 2012

Background

School districts have agreed to retain outside legal counsel to represent school districts in any potential litigation that may result from the County of Orange's reallocation of property taxes. The law firm of Olson, Hagel & Fishburn was chosen through a Request for Proposal (RFP) process.

Recommendation

It is recommended that the Governing Board approve the Retainer Agreement authorizing Olson, Hagel & Fishburn to represent the District in any potential litigation that may result from the County of Orange's reallocation of property taxes.

GENERAL RETAINER AGREEMENT

THIS AGREEMENT is made between OLSON, HAGEL & FISHBURN, LLP, referred to as "Attorney" and ANAHEIM CITY SCHOOL DISTRICT, ANAHEIM UNION HIGH SCHOOL DISTRICT, BREA OLINDA UNIFIED SCHOOL DISTRICT, BUENA PARK SCHOOL DISTRICT, CAPISTRANO UNIFIED SCHOOL DISTRICT, CENTRALIA SCHOOL DISTRICT, CYPRESS SCHOOL DISTRICT, FOUNTAIN VALLEY SCHOOL DISTRICT, FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, FULLERTON SCHOOL DISTRICT, GARDEN GROVE UNIFIED SCHOOL DISTRICT, HUNTINGTON BEACH CITY SCHOOL DISTRICT, HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT, IRVINE UNIFIED SCHOOL DISTRICT, LA HABRA CITY SCHOOL DISTRICT, LAGUNA BEACH UNIFIED SCHOOL DISTRICT, LOS ALAMITOS UNIFIED SCHOOL DISTRICT, LOWELL JOINT SCHOOL DISTRICT, MAGNOLIA SCHOOL DISTRICT, NEWPORT-MESA UNIFIED SCHOOL DISTRICT, OCEAN VIEW SCHOOL DISTRICT, ORANGE UNIFIED SCHOOL DISTRICT, PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT, SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT, SANTA ANA UNIFIED SCHOOL DISTRICT, SAVANNA SCHOOL DISTRICT, TUSTIN UNIFIED SCHOOL DISTRICT, and WESTMINSTER SCHOOL DISTRICT, referred to as "Client."

This Agreement will become effective, and Attorney will be obligated to provide legal services, when Client returns a signed copy of this Agreement.

SERVICES PROVIDED

1. Attorney hereby offers to provide legal services, including advice and representation, concerning the distribution of property tax revenues currently held by Orange County and possible backfill by State.
2. Client may direct Attorney, either verbally or in writing, to perform additional legal services for Client unrelated to the above-specified matter. Unless such additional services are the subject of a separate written Agreement for legal services, Client and Attorney agree that such additional legal services shall be considered within the scope of services under this Agreement and subject to all of the terms and conditions set forth here.

DUTIES OF CLIENT

3. Client agrees to cooperate and be truthful with Attorney, inform Attorney of any developments, render payment of Attorney's billing statements when due, advise Attorney of any changes in Client's address or telephone number, and to abide by this Agreement.

FEES AND TERMS

4. Client shall pay to Attorney the amount of \$300.00 per hour, or portion thereof, or such lesser hourly rate as may be charged for services rendered by associate attorneys, research assistants, paralegals, legal assistants, and other employees of Attorney. Attorney reserves the rights to adjust the hourly rates after providing 30 days written notification to Client of any such changes. Generally, rates are adjusted on January 1st of each calendar year. The first \$10,000 in fees have been paid by the Orange County Department of Education. Any additional fees shall be apportioned to the school districts based on their average daily attendance (A.D.A.) based on the percentages in attached table (Exhibit A).

5. Attorney billing is detailed and lists the attorney name, amount of time, and description of services rendered. Attorney will charge for time expended on telephone calls relating to Client's matter, including calls with Client, opposing counsel, court personnel, etc. The legal personnel assigned to Client's matter will confer among themselves regarding Client's matter, as required. When they do confer, each person will charge for their time expended. If more than one of Attorney's legal personnel attends a meeting, court hearing, or other proceeding, each will charge for their time expended. Attorney will charge for waiting time in court and other proceedings and for travel time, including both local and out-of-town. Attorney also charges for time expended on legal research and preparation of memos, letters, and other documents. Attorney believes it is a necessary part of the practice of law to provide this kind of documentation, even if the result of Attorney's research simply confirms Attorney's preliminary opinions.

Attorney may not charge for certain services in some cases, without waiving its right to charge for these items should they reoccur in the future. This is a matter of goodwill and solely at the Attorney's discretion. Such "no charges" are often indicated either by not having a sum by the Attorney's name on the billing statement, or by a "credit adjustment" at the end of the bill. Since all billing is detailed, Attorney expects Client to review the bills before payment is due, and to raise any questions or concerns before the next billing statement. Otherwise, Attorney assumes Client agrees with the charges and will render payment.

6. A. Direct Costs: Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses, in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, long distance telephone charges, telecopy charges, messenger and other deliver fees, postage, photocopying and other reproduction costs, charges for computer research time, and other similar items.

B. Travel Costs: Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for legal personnel travel time.

C. Litigation: In the event Client's matter involves arbitration or litigation, Client agrees to pay costs required by an arbitrator or court, or deemed necessary by Attorney to effectively present Client's case. In addition to the other costs and charges set forth in subsections (a) through (c) above, arbitration and litigation frequently include such costs as filing fees, court reporter fees, transcript costs and expert witness fees.

D. Investigators: To aid in the preparation or presentation of Client's case, it may become necessary to hire outside investigators. Client agrees to pay their fees and charges. Attorney will select any investigators to be hired.

7. Attorney will send Client monthly statements for fees and costs incurred, which are due and payable upon receipt and will be considered delinquent if not paid within thirty (30) days of the statement date.

8. Client understands and agrees that commencing the 30th day following the date of statement for Attorney's services, Attorney will charge interest at the rate of ten percent (10%) per annum on any and all amounts then due and unpaid.

9. Dispute: In any action or proceeding arising out of this Agreement or the performances of services pursuant to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs. Venue for any action or proceeding shall be in Sacramento County.

10. Discharge and Withdrawal: Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of the Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or

unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After Attorney's services conclude, Attorney will, upon Client's request, deliver Client's file to Client, along with any of Client's funds or property in Attorney's possession.

11. Disclaimer Of Guarantee: Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee regarding the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments regarding the outcome of Client's matter are expressions of opinion only.

12. Client understands that Attorney represents many clients who participate in the governmental and political process, primarily in California, but also nationwide. By signing this agreement, Client confirms that it does not object to Attorney's representation of clients whose general political or governmental objectives and philosophies may be contrary to Client's. Client also confirms that it does not object to Attorney providing political law compliance advice to any such clients and/or assisting them in preparing disclosure forms required under federal, state, or local laws. This general acknowledgement does not permit Attorney, without Client's written consent, to accept representation of another client in direct opposition to the specific project for which Client has engaged Attorney.

Client has read and understands the foregoing and agrees to all of the terms and conditions set forth in this Retainer Agreement.

DATED: 2/14/12

OLSON, HAGEL & FISHBURN, LLP

Deborah B. Caplan
DEBORAH B. CAPLAN

DATED: _____

_____, SCHOOL DISTRICT

_____, District Superintendent

FEE SCHEDULE

PARTNERS.....\$300.00 per hour

SENIOR ATTORNEYS.....\$300.00 per hour

SENIOR ASSOCIATE ATTORNEYS.....\$240.00 per hour

JUNIOR ASSOCIATE ATTORNEYS.....\$225.00 per hour

LAW CLERKS/PARALEGALS.....\$115.00 per hour

EXHIBIT A

ORANGE COUNTY SCHOOL DISTRICTS	AVERAGE DAILY ATTENDANCE (A.D.A.)	PERCENT OF LEGAL FEES
ANAHEIM CITY SCHOOL DISTRICT	18,449	3.9%
ANAHEIM UNION HIGH SCHOOL DISTRICT	31,532	6.7%
BREA OLINDA UNIFIED SCHOOL DISTRICT	5,719	1.2%
BUENA PARK SCHOOL DISTRICT	5,137	1.1%
CAPISTRANO UNIFIED SCHOOL DISTRICT	49,375	10.5%
CENTRALIA SCHOOL DISTRICT	4,394	0.9%
CYPRESS SCHOOL DISTRICT	3,830	0.8%
FOUNTAIN VALLEY SCHOOL DISTRICT	6,117	1.3%
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT	13,287	2.8%
FULLERTON SCHOOL DISTRICT	14,035	3.0%
GARDEN GROVE UNIFIED SCHOOL DISTRICT	46,771	9.9%
HUNTINGTON BEACH CITY SCHOOL DISTRICT	6,844	1.5%
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT	15,653	3.3%
IRVINE UNIFIED SCHOOL DISTRICT	26,611	5.6%
LA HABRA CITY SCHOOL DISTRICT	5,149	1.1%
LAGUNA BEACH UNIFIED SCHOOL DISTRICT	2,878	0.6%
LOS ALAMITOS UNIFIED SCHOOL DISTRICT	9,343	2.0%

ORANGE COUNTY SCHOOL DISTRICTS	AVERAGE DAILY ATTENDANCE (A.D.A.)	PERCENT OF LEGAL FEES
LOWELL JOINT SCHOOL DISTRICT	3,019	0.6%
MAGNOLIA SCHOOL DISTRICT	6,142	1.3%
NEWPORT-MESA UNIFIED SCHOOL DISTRICT	20,870	4.4%
OCEAN VIEW SCHOOL DISTRICT	9,241	2.0%
ORANGE UNIFIED SCHOOL DISTRICT	27,079	5.7%
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT	24,899	5.3%
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT	29,652	6.3%
SANTA ANA UNIFIED SCHOOL DISTRICT	51,751	11.0%
SAVANNA SCHOOL DISTRICT	2,258	0.5%
TUSTIN UNIFIED SCHOOL DISTRICT	22,362	4.7%
WESTMINSTER SCHOOL DISTRICT	9,472	2.0%
TOTAL	471,867	100.00%



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsvd.k12.ca.us

MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Abby Bickford, Director, Support Services

SUBJECT: Agreement for Educationally-Related Mental Health Services

DATE: February 22, 2012 – for March 8, 2012 Board Meeting

BACKGROUND

Since 1986, County has been responsible to arrange and/or provide educationally related mental health assessments and services to eligible special education students upon referrals by District. The 2011-2012 Budget Act reflects the repeal of AB 3632 effective July 1, 2011. At this time there is no pending legislation known to the Parties to amend the Education Code or otherwise to enact statutory law to govern the provision of educationally related mental health services. The IDEA requires local educational agencies, including District, to provide a free, appropriate public education (FAPE) to eligible students with disabilities residing within its boundaries and requires the provision of related services, including psychological services, social work services and counseling services, as required to assist a child with a disability to benefit from special education. The 2011-2012 Budget Act is shifting the responsibility for providing mental health services, including out-of-home residential services, required under federal law from county mental health departments and county welfare departments to school districts.

As noted in the MOU Parties agree to:

- District's Provision of free, appropriate public education (FAPE)
- Funding and Reimbursement
- Referrals and Assessment Reports
- Residential Placement and Payment of Room and Board
- Use of Mental Health Services Act (MHSA)-Realignment Funds for Educationally Related Mental Health Services Until MHSA-Realignment funds are Exhausted
- Reimbursement of Educationally Related Mental Health Services After MHSA-Realignment Funds are Exhausted
- Terms – This agreement shall cover period of July 1, 2011 through June 30, 2012

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement for Educationally-Related Mental Health Services agreement between the County of Orange, but not limited to the Health Care Agency (HCA) and the WEST ORANGE COUNTY SELPA Special Education Local Plan Area and Fountain Valley School District.

/sb
Attachments



*Excellence
Integrity
Service*

COUNTY OF ORANGE HEALTH CARE AGENCY

BEHAVIORAL HEALTH SERVICES

BOB WILSON
ASSISTANT DIRECTOR

MARK A. REFOWITZ
DEPUTY AGENCY DIRECTOR
BEHAVIORAL HEALTH SERVICES

MAILING ADDRESS
405 W. 5TH STREET 7TH FLOOR
SANTA ANA, CA 92701

TELEPHONE: (714) 834-6032
FAX: (714) 834-5508
E-MAIL: mrefowitz@ochca.com

February 10, 2012

Subject: Agreement for Educationally-Related Mental Health Services

Enclosed is a the Agreement for Educationally-Related Mental Health Services between the County of Orange, Health Care Agency (HCA) and your school district. HCA presented this Agreement to the Orange County Board of Supervisors who approved it on February 7, 2012.

To ensure timely processing of the Agreement, please follow the steps listed below:

- 1) Obtain approval of the Agreement by following the appropriate approval process within your agency (example: taking the agreement to the School Board to obtain approval).
- 2) Print one (1) copy of the agreement and three (3) copies of the signature page (if you have not already done so).
- 3) Process the agreement through your school district having all three (3) original signature pages signed (preferably in blue ink).
- 4) Return the agreement with the three (3) signed original signature pages to:

David Francis
HCA/BHS/PS
405 w. 5th Street, Suite 764
Santa Ana, CA 92701

HCA will then sign the Agreement and return a fully executed original Agreement to you.

Thank you for your understanding and cooperation. Should you have any questions regarding the agreement or the process please contact me at (714) 568-5683, or via email at dfrancis@ochca.com.

Sincerely,


David Francis
Program Support

Cc: Ken Grebel, Program Manager, Regional Clinic Operations
Mary Hale, Chief of Operations, Behavioral Health Services

**AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
ORANGE COUNTY HEALTH CARE AGENCY
AND
FOUNTAIN VALLEY SCHOOL DISTRICT
JULY 1, 2011 THROUGH JUNE 30, 2012**

THIS AGREEMENT is entered into this 1st day of July 2011 which date is enumerated for purposes of reference only, is by and between the County of Orange, including but not limited to, the Health Care Agency (hereinafter referred to as "HCA") and the WEST ORANGE COUNTY SELPA Special Education Local Plan Area and FOUNTAIN VALLEY SCHOOL DISTRICT (collectively "SELPA" or "DISTRICT") (collectively, "PARTIES") with respect to the provision of Educationally-Related Mental Health Services.¹ This Agreement shall be administered by the County of Orange Health Care Agency (HCA).

RECITALS

WHEREAS, since 1986, County has been responsible to arrange and/or provide educationally related mental health assessments and services to eligible special education students upon referrals by DISTRICT pursuant to Section 26.5 of Division 7 of the California Government Code sections 7570-7590 and the implementing regulations (entitled "Interagency Responsibilities for Providing Services to Children with Disabilities" and commonly known as and referred to hereinafter collectively as "AB 3632"). AB 3632 defined educationally relevant mental health services to include: individual or group psychotherapy, collateral services, medication monitoring, case management, and residential placement.

WHEREAS, the 2011-2012 Budget Act reflects the repeal of the AB 3632 mandate effective July 1, 2011, and at the time of this AGREEMENT, there is no pending legislation known to the Parties to amend the Education Code or otherwise enact state statutory law to govern the provision of educationally related mental health services;

WHEREAS, the process for educationally related mental health assessment, services or placements to eligible students in the State of California was previously governed by AB 3632;

WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing within its boundaries, and requires the provision of related services, including psychological services, social work services, and counseling services, as required to assist a child with a disability to benefit from special education;

WHEREAS, the 2011-2012 Budget Act re-benchmarks the Proposition 98 guarantee and provides an increase of \$221.8 million Proposition 98 General Fund to shift the responsibility for providing mental health services, including out-of-home residential services, required under federal law from county mental health departments and county welfare departments to school districts.

WHEREAS, the 2011-2012 Budget Act includes \$69 million in federal funds which shall be used exclusively for the purpose of providing mental health related services required by an Individualized

¹ For purposes of this Agreement, Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibit A.

Education Program (IEP) to be distributed to SELPAs by the Superintendent of Public Instruction using data from the California Special Education Management Information System (CASEMIS), which amounts to approximately \$5.1 million for the Orange County SELPAs.

WHEREAS, in March 2011, the Legislature passed AB 100 (hereinafter "MHSA Realignment Funds"), amending the Mental Health Services Act (MHSA) and Children's Mental Health Services Act, among others, to provide MHSA funding to counties for mental health services for special education pupils and requiring the Controller to distribute to counties approximately \$98.6 million for fiscal year 2011-12 on a one-time basis from the Mental Health Services Fund for mental health services for special education pupils, based on a formula determined by the State in consultation with the California Mental Health Directors Association, and which provides the HCA approximately \$8.2 million;

WHEREAS, by this AGREEMENT the Parties intend to ensure that Proposition 98, fiscal year 2011-2012 State Budget Act funds, and MHSA Realignment funds are utilized so that special education pupils residing in the DISTRICT continue to be identified, assessed and provided with Educationally Related Mental Health Services required by the IDEA and to identify the rights and obligations of the Parties in conformity with these funding sources in light of the repeal of AB 3632;

WHEREAS, under State law, the County is obligated to provide medically necessary mental health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally disturbed children in Orange County, who have qualifying mental health needs; some of these services are the same services that the DISTRICT may be obligated to provide under the IDEA and some of the same individuals who also qualify for Educationally Related Mental Health Services from the DISTRICT under the IDEA;

WHEREAS, the State has identified the 2011-12 fiscal year as a transition year and provided one-time funding to allow LEAs to develop mechanisms to maintain access to mental health services for special education students in order to help them benefit from their education;

WHEREAS, both the HCA and LEAs are interested in cost containment and the accuracy and transparency of invoicing for services;

WHEREAS, the OCDE, SELPAs, local school districts and Health Care Agency have a long history of working cooperatively under the repealed AB 3632 mandate to serve special education students and wish to continue that cooperative partnership under this agreement;

OPERATIVE PRINCIPLES

Accordingly, and in light of the foregoing recitals, the Parties agree that this AGREEMENT is to be implemented, interpreted and viewed in light of the following Operative Principles:

DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students, pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and County is obligated under State law, subject to funding and eligibility, to provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

There is no federal IDEA obligation or state law obligation on HCA to provide FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that are not educationally related, and this AGREEMENT is not intended to create any such obligations. This

AGREEMENT is not intended to make HCA a "public agency" within the meaning of IDEA and/or subject to the IDEA's dispute resolution provisions.

Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on HCA to provide AB 3632 services or on the DISTRICT to refer students to the HCA for mental health assessments and services under AB 3632.

The payment of funds to HCA as outlined in this Agreement, for provision of Educationally Related Mental Health Services for special education pupils does not create a statutory obligation on HCA to provide FAPE, and HCA is not otherwise required to provide Educationally Related Mental Health Services, except to the extent State law provides for the provision of the same or similar mental health services to the same or similar students.

NOW, THEREFORE, based on such recitals, operative principles, and other mutual considerations and promises herein, the Parties agree as follows:

1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right and obligation under IDEA to determine Educationally Related Mental Health Services needed for an eligible student to receive FAPE. The HCA will provide the services requested by the DISTRICT as noted in Exhibit A for this transitional year and pursuant to this AGREEMENT only. DISTRICT may use HCA to provide Educationally Related Mental Health Services or may independently, or through a third party vendor, provide for Educationally Related Mental Health Services. Once MHSA Realignment funds are exhausted, DISTRICT shall bear the costs of and pay HCA for the provision of Educationally Related Mental Health Services provided, in accordance with this AGREEMENT, to DISTRICT students; HCA shall reimburse DISTRICT to the extent that any such services are paid for by other State or federal funding sources if duplicate funding is received for the same services. (e.g., Medi-Cal, other MHSA funds, EPSDT).

2. Funding and Reimbursement: To the extent legally permissible, HCA will identify and use all alternate funding under the Bronzan-McCorquodale Act, Mental Health Services Fund, Children's Mental Health Services Act, Mental Health Services Act, Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other state or federal funding sources designated for the provision of mental health services to children who may also qualify for such services under the IDEA in providing Educationally Related Mental Health Services under this AGREEMENT. DISTRICT will reimburse HCA any costs incurred in providing educationally necessary mental health assessments and services to students hereunder which exceeds alternate funding.

3. Cooperation in Administrative Proceedings: Although HCA will not be named by the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, HCA agrees to cooperate with the DISTRICT/SELPA by making relevant staff available, if possible, for all administrative or other legal proceedings involving special education students receiving services from HCA pursuant to this AGREEMENT.

4. Referrals and Assessment Reports: DISTRICT will refer students with suspected educationally related mental health needs arising from a qualifying IDEA disability to HCA for mental health assessment, and HCA will process and complete the assessment within the IDEA timelines and HCA will attend related IEP meetings. HCA may only recommend Educationally Related Mental Health Services and such determinations will only be advisory to and not otherwise binding upon the DISTRICT.

5. HCA's Provision of Services:

A. Educationally Related Mental Health Services for eligible students, as referenced in this agreement, are defined in Exhibit A of this Agreement.

B. By agreement of the parties, HCA will provide medication management through June 30, 2012. As of July 1, 2012, HCA and DISTRICT will no longer be obligated to provide medication management to eligible students.

C. The array of services noted in Exhibit A will be provided as needed for eligible children with qualifying disabilities, as defined under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code.

D. HCA agrees to provide monthly "Student by School District" Reports to DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information System ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP found in the county mental health record. These reports will be delivered to SELPAs via secured e-mail approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have approximately fourteen (14) days to submit corrections to HCA's designated staff member.

E. HCA agrees to provide two "IEP Related Service Detail" reports to DISTRICT via the SELPA which provide detail of covered mental health services provided to eligible students. The first report will be delivered via secured e-mail by February 1, 2012 (covering services from July 1, 2011 through December 31, 2011), and the second report will be delivered by September 1, 2012 (covering services from January 1, 2012 through June 30, 2012).

F. Funding and/or reimbursement received by HCA, from sources other than DISTRICT, for Educationally Related Mental Health Services will offset any amount DISTRICT is required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost of services (direct and indirect), the amount and payment of any offsets, and the net cost for the reimbursement.

G. HCA shall bill DISTRICT for direct and indirect services based on invoices that itemize the service function code, units of services and rate per unit. The costs will be determined using the following process:

1. The actual costs (total of direct and indirect costs) will be divided by the number of minutes to determine the cost per minute.
2. The total district minutes will then be multiplied by the cost per minute to determine the District cost by service function.
3. If there are any billing errors, the costs will be revised through a reconciliation process.

H. Due to the different end dates for matriculation and transitions to new school districts, in the event a pupil completes a school year before June 30, 2012, it is agreed that all mental

health services provided to a pupil in a school year will be billed to the school district of residence through June 30, 2012.

- I. HCA agrees to provide at least two group trainings for completing Interstate Compacts for the Placement of Children (ICPC) to interested SELPA and district staff prior to June 30, 2012.

6. Residential Placement and Payment of Room and Board: HCA will make recommendations directly to DISTRICT for students appearing to need residential placement. HCA's recommendation will be advisory. HCA's report will be given to DISTRICT prior to the IEP. The DISTRICT and HCA will review the report with parents at the IEP meeting. The HCA report will be considered an educational record as federal and state laws allow. DISTRICT will be responsible for making payments to residential treatment facilities for the board and care costs of students placed from their DISTRICT.

7. Use of MHSA-Realignment Funds for Educationally Related Mental Health Services Until MHSA-Realignment Funds are Exhausted:

A. HCA is committed to using MHSA-Realignment funds as they are received solely for the provision of Educationally Related Mental Health Services to DISTRICT's eligible students and for all costs associated with the provision of those services, as outlined in Exhibit A. The total amount of these MHSA-Realignment funds is approximately \$8.175 million for the 2011-2012 fiscal year.

B. HCA will provide a report to OCDE and the School Districts as to when it projects the state MHSA-Realignment funds allocated for mental health services for eligible student will be exhausted. Current estimates suggest that these MHSA-Realignment funds will be exhausted on February 29, 2012. The PARTIES anticipate HCA will distribute this report on or before December 31, 2011.

8. Reimbursement of Educationally Related Mental Health Services After MHSA-Realignment Funds are Exhausted: DISTRICT will provide full cost reimbursement to HCA for the provision of Educationally Related Mental Health Services, as outlined in Exhibit A, that exceed the amount of state MHSA-Realignment funds allocated for Orange County for fiscal year 2011-2012. This amount shall be referred to as "Additional Costs" which shall also be subject to full cost reimbursement to HCA as noted in this agreement (see # 5.). Current estimates suggest that MHSA-Realignment funds will be exhausted on February 29, 2012.

A. DISTRICT will reimburse HCA for Additional Costs within forty-five (45) days of receipt of submitted claims (as set forth more specifically in number 9 below) subject to verification by OCDE and the School Districts.

B. Additional Costs shall be for Educationally Related Mental Health Services described in Subparagraph 5.A., noted above, and all allowable costs as noted in Subparagraph 9.A below.

C. HCA agrees that their billing system will clearly set forth the name of the student, date of birth, the school district of residence, the dates and times of services provided and a description of the services that is satisfactory to DISTRICT.

D. HCA agrees to quickly resolve all billing disputes. Proof of the correction of billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be set forth in a written document listing the corrections.

E. HCA agrees to provide copies of audits performed by State or other regulatory entities under which it operates related to claims for reimbursement of Educationally Related Mental Health Services, upon a request made by the Orange County Department of Education. To the extent permitted by law, audit results will be kept confidential among the parties to this Agreement.

9. Submission of Claims:

A. HCA will submit a claim for services under this AGREEMENT quarterly, within thirty days of the end of each quarter (see paragraph C. below). DISTRICT shall reimburse HCA, on a full cost recovery basis, for all costs incurred in providing Educationally Related Mental Health Services which are not reimbursed by other funding sources. Reimbursable costs include both direct and indirect costs as previously allowed under the AB 3632 program. Payment must be received within forty-five days of the claim.

B. HCA will use its annual Mental Health Cost Report to reconcile all services provided during the term of this AGREEMENT and will provide a final reconciliation to DISTRICT by January 23, 2013 or sooner if possible.

C. HCA will submit quarterly claims as follows: First Quarter Claim to be submitted by October 31, 2011, or thirty (30) days after execution of this Agreement, for services provided July 1 through September 30, 2011; Second Quarter Claim to be submitted by January 31, 2012 for services provided October 1 through December 31, 2011; Third Quarter Claim to be submitted by April 30, 2012 for services provided January 1 through March 31, 2012; and Fourth Quarter Claim to be submitted by July 31, 2012 for services provided April 1 through June 30, 2012. It is anticipated the DISTRICT will have a zero due balance for the first two quarters as MHSA-Realignment, Medi-Cal, and EPSDT revenue is applied to the costs for services during that time period. The third quarter can expect to have a balance due as it is anticipated the MHSA-Realignment funds will be exhausted about February 29, 2012.

D. HCA quarterly claims will be mailed to DISTRICT at the following address:

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

West Orange County SELPA
5832 Bolsa Avenue
Huntington Beach, CA 92649

E. Checks should be mailed to COUNTY at the following address:

Health Care Agency
Attn: David Francis, 7th Floor

405 West 5th Street
Santa Ana, CA 92701

10. Management of Medication: HCA and DISTRICT agree that with the repeal of Section 26.5 of Division 7 of the Government Code that state law no longer requires the provision of medication management by HCA. Therefore, HCA will send written notice to parents or legal guardians no later than sixty (60) days prior to June 30, 2012 that the provision of medication management by Parties to this agreement will cease to be a reimbursable service to HCA on July 1, 2012 unless separately agreed to by the PARTIES.

11. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT and SELPA at the following address:

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

West Orange County SELPA
5832 Bolsa Avenue
Huntington Beach, CA 92649

12. Privacy: HCA and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of student information. HCA and DISTRICT shall ensure that all activities and communications undertaken under this AGREEMENT will conform to the requirements of these laws.

13. Modification: This AGREEMENT shall not be modified or amended without the mutual written consent of the Parties.

14. Integration: This AGREEMENT represents the entire understanding of SELPA/DISTRICT and HCA as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated AGREEMENT.

15. Indemnity:

A. HCA and DISTRICT shall each defend, hold harmless and indemnify the other party, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to consequential damages, loss of use, extra expense, cost of facilities, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with its service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful or willful acts or omissions of the indemnifying party, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

B. This indemnity provision shall survive the term of this AGREEMENT and is in addition to any other rights or remedies that HCA or DISTRICT may have under law and/or this AGREEMENT.

16. Laws and Venue: This AGREEMENT shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this AGREEMENT, the action shall be brought in a state or federal court situated in the County of Orange, State of California, unless otherwise specifically provided for under California law.

17. Third Party Rights: Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than DISTRICT and HCA.

18. Severability: The unenforceability, invalidity or illegality of any provision(s) of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

19. Term: This AGREEMENT shall cover the period of July 1, 2011 through June 30, 2012.

20. Termination: Either party may terminate this Agreement, without cause, upon one hundred twenty (120) days written notice given the other party.

21. Dispute Resolution: HCA and DISTRICT agree that resolution of disputes on the implementation of this AGREEMENT will be initially conducted through collaborative efforts between the Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be applied.

22. Default; Force Majeure:

A. Neither party shall be deemed to be in default of the terms of this AGREEMENT if either party is prevented from performing its terms by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this AGREEMENT.

B. Neither party shall be liable for any excess costs if the failure to perform the AGREEMENT arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized officers in the County of Orange, California.

FOUNTAIN VALLEY SCHOOL DISTRICT

BY: _____

DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____

HEALTH CARE AGENCY

DATED: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY:  _____
DEPUTY

DATED: 1/10/2012

EXHIBIT A
TO MEMORANDUM OF UNDERSTANDING
FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
ORANGE COUNTY HEALTH CARE AGENCY
AND
FOUNTAIN VALLEY SCHOOL DISTRICT
March 1, 2012 THROUGH JUNE 30, 2012

DESCRIPTION OF SERVICES TO BE PERFORMED BY HCA

Outpatient Services

A. Assessment

1. Initial Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student's mental, emotional or behavior condition.
2. Annual Assessments: This consists of reassessments required to reassess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services.
3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review.

B. Medication Management (AKA Medication Monitoring)

Medication Management shall be provided by a licensed psychiatrist for each student determined to have a demonstrated need. Medication Management includes:

1. Evaluation of the need for medication;
2. Prescribing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
3. Evaluation of clinical effectiveness and side effects of medication;
4. Obtaining informed consent for medication(s); and
5. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

C. Mental Health Services

Mental Health Services shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, but may include family therapy when the individual is present.
2. Group Therapy: Group Therapy includes those therapeutic interventions for more than one student that focuses primarily on addressing the student's mental health goals and symptom reduction as a means to improve functional impairments. It may include group family therapy (when families of two or more students are present).
3. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.
4. Family Therapy: Family Therapy consists of contact with the student and one or more family members and/or significant support persons that address a student's IEP mental health goals. Services shall focus on the care and management of the student's mental health conditions within the family system.
5. Plan Development: Plan Development consists of the following that address a student's mental health goals:
 - a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - b. When staff meet to discuss the student's clinical response to the Client Plan or to consider alternative interventions.
 - c. When staffs communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

D. Case Management

Case Management Services are activities that are provided by staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-related services for eligible students. Services may include the following:

1. Linkage and Coordination: Includes the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to the following:
 - a. Inter-and intra-agency communication, coordination, and referral, including reports to Child Protective Services;
 - b. Monitoring service delivery to ensure an individual's access to services;
 - c. Attending IEPs and legal proceedings as requested by district or as required by subpoena.
2. Placement Services: Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education, including, but not limited to the following:
 - a. Locating and securing an appropriate residential treatment center;
 - b. Placement and placement follow-up (including quarterly case management visits);
 - c. Accessing services necessary to secure placement;
 - d. Assisting school districts by obtaining the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, HCA, or its individual staff members, in no way intend to become the "sending agency" as defined by the law that governs the ICPC.

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DIVISION
MEMORANDUM**

To: Dr. Marc Ecker, Superintendent
From: Cathie Abdel, Executive Director, Personnel
Re: Memorandum of Understanding FVSD/FVEA
Moiola Staffing and Placement
Date: February 24, 2012

Background

In an effort to address the concerns associated with the closing of Moiola Elementary School and the displacement of the Moiola Certificated Staff, Fountain Valley Education Association and the Fountain Valley School District has entered in to an agreement to establish the process for addressing Involuntary and Voluntary Transfers for the 2012-2013 Certificated staffing.

Recommendation

It is recommended that the Board of Trustees approve the attached Memorandum of Understanding between FVEA and FVSD regarding the Involuntary and Voluntary Transfer process for Certificated staffing for the 2012-2013 school year.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOUNTAIN VALLEY EDUCATION ASSOCIATION
AND
THE FOUNTAIN VALLEY SCHOOL DISTRICT**

February 15, 2012

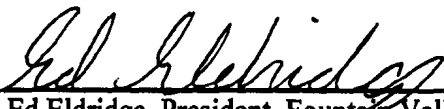
Article XIII—Transfer and Assignment, Section C. Involuntary Transfer, specifies the conditions that may result in an involuntary transfer, including the closing of a school site, and establishes the following three criteria to be utilized in making transfer decisions: **Student Needs, Educational Program Needs, and Seniority** (pages 56-58). Closing Moiola Elementary School will increase student enrollment at many of our remaining school sites and will be the biggest factor in determining open teaching positions. In an effort to mitigate the negative impacts on certificated staff, FVEA and the District have agreed to the following Transfer Guidelines:

Moiola Staff will be given priority of placement involving involuntary transfers.

- 1) Open teaching positions will be identified at each school site by the beginning of May.
- 2) Moiola staff will be provided postings of available open positions being considered for involuntary transfers, along with Transfer Request Forms, to assist Personnel with their placement at new sites.
- 3) Our Personnel Department, working with site administrators, will place Moiola staff in the available open positions based on credential, contract criteria and the information provided in the Transfer Request Forms.
- 4) Moiola staff will be notified of his/her new site and position by June 8, 2012.
- 5) Moiola staff will be entitled to a maximum of twenty-four (24) hours of Extra Duty pay in which the staff will be required to move out of his/her current classroom and into his/her new classroom. Extra Duty pay is \$26.81 per hour. District will be responsible for moving packed boxes, furniture and equipment.

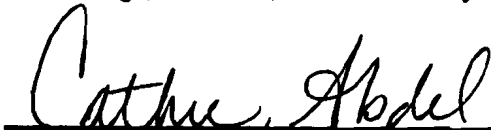
Remaining Vacancies

- 6) After placement of all Moiola certificated staff, any staff member who was involuntarily transferred in the 2011-2012 school year will have the opportunity to return to their former school site if their previous position is available.
- 7) Certificated staff in a shared contract position, working less than 100%, seeking a full time position will be guaranteed to return to full time status and will be placed in one of the remaining open teaching positions appropriate to their credential.
- 8) Certificated staff on Leave of Absence and returning for the 2012-2013 school year will be guaranteed a full time position appropriate to their credential and will be placed in one of the remaining open teaching positions.
- 9) Any remaining open positions and open positions available after May 30, 2012 will be posted internally and available for Voluntary Transfers.
- 10) Positions that remain unfilled will be posted for outside candidates.



Ed Eldridge, President, Fountain Valley Education Association

2/15/2012



Cathie Abdel, Executive Director, Personnel

2/15/12



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Avenue, Fountain Valley, Ca 92708

February 21, 2012

Certificated Staff of the Fountain Valley School District,

The Fountain Valley Education Association and the Fountain Valley School District recognize the concerns associated with the closing of Moiola Elementary School and the impact this will have on our remaining 10 schools and more importantly our staff. We are working together to handle the involuntary transfer process as smoothly as possible and minimize the hardship and stress associated with the school closure. As part of the process we feel it is important to provide accurate information pertaining to the Transition Plan and staff Transfers.

Article XIII—Transfer and Assignment, Section C. Involuntary Transfer, specifies the conditions that may result in an involuntary transfer, including the closing of a school site, and establishes the following three criteria to be utilized in making transfer decisions: **Student Needs, Educational Program Needs, and Seniority** (pages 56-58). Closing Moiola Elementary School will increase student enrollment at many of our remaining school sites and will be the biggest factor in determining open teaching positions. In an effort to mitigate the negative impacts on certificated staff, FVEA and the District have established the following Transfer Guidelines:

Moiola Staff will be given priority of placement involving involuntary transfers.

- 1) Open teaching positions will be identified at each school site by the beginning of May.
- 2) Moiola staff will be provided postings of available open positions being considered for involuntary transfers, along with Transfer Request Forms, to assist Personnel with their placement at new sites.
- 3) Our Personnel Department, working with site administrators, will place Moiola staff in the available open positions based on credential, contract criteria and the information provided in the Transfer Request Forms.
- 4) Moiola staff will be notified of his/her new site and position by June 8, 2012.

Remaining Vacancies

- 5) After placement of all Moiola certificated staff, any staff member who was involuntarily transferred in the 2011-2012 school year will have the opportunity to return to their former school site if their previous position is available.
- 6) Certificated staff in a shared contract position, working less than 100%, seeking a full time position for the 2012-2013 school year will be guaranteed to return to full time status and will be placed in one of the remaining open teaching positions appropriate to their credential.
- 7) Certificated staff on Leave of Absence and returning for the 2012-2013 school year will be guaranteed a full time position appropriate to their credential and will be placed in one of the remaining open teaching positions.
- 8) Any remaining open positions and open positions available after May 30, 2012 will be posted internally and available for Voluntary Transfers.
- 9) Positions that remain unfilled will be posted for outside candidates.

The steps listed above provide us with an opportunity to work closely with the Moiola staff during this challenging time, working to meet the needs of the District, staff and school sites.

If you have any questions regarding this process please don't hesitate to contact me at (714) 843-3231 or AbdelC@fvdsd.k12.ca.us or Ed Eldridge, FVEA President at FVEAPrez@gmail.com or EldridgeE@fvdsd.k12.ca.us.

Respectfully,

Cathie Abdel
Executive Director

Ed Eldridge
FVEA President



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***SISTER SCHOOL PARTNERSHIP AGREEMENT BETWEEN
TSINGHUA UNIVERSITY PRIMARY SCHOOL AND ROCH
COURREGES***
DATE: February 27, 2012

BACKGROUND

In early February, a delegation of students, teachers, and administrators from Tsinghua University Primary School visited Courreges as part of the school's Winter Camp Program. Tsinghua University Primary School is directly owned by Tsinghua University, a highly respected engineering school in China, and is one of the country's top ten achieving elementary schools, with almost one hundred years academic excellence.

During their visit, Tsinghua students played a variety of instruments and performed traditional Chinese song and dance for Courreges students. The remainder of their day was spent visiting classrooms and enjoying a typical American school lunch.

In an effort to promote continued goodwill, the cultural exchange of friendship, and the educational exchange of ideas, Tsinghua University Primary School would like to enter into a sister school partnership with the students and staff at Courreges.

RECOMMENDATION

It is recommended that the Board of Trustees approve the sister school partnership between Tsinghua University Primary School and Roch Courreges.

**Partnership Agreement
Between
Roch Courreges School of Fountain Valley, CA, USA and
Tsinghua University Primary School, Beijing, China**

Roch Courreges School, Fountain Valley, California, United States of America, is very excited to promote goodwill and an educational exchange of ideas with Tsinghua University Primary School, Beijing, China.

This partnership is based on trust, equality and mutual respect to;

1. Strengthen the exchange of ideas through technology among the principal, staff and students of Roch Courreges School and Tsinghua University Primary School.
2. Promote the exchange of teaching methodology and curriculum among the principals, staff and students of both Roch Courreges School and Tsinghua University Primary School through email and video streaming.
3. Encourage a cultural exchange of friendship and interests between students of Roch Courreges School and Tsinghua University Primary School.
4. Promote a future exchange of ideas as this partnership continues to grow.

Principal
Roch Courreges School

Principal
Tsinghua University Primary School

Dated March 8, 2012

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL DIVISION

MEMORANDUM

To: Dr. Marc Ecker, Superintendent
From: Cathie Abdel, Executive Director, Personnel
Subject: Resolution 2012-17

**APPROVAL OF RESOLUTION 2012-17 RIGHT TO REDUCE MANAGEMENT TEAM
WORK YEAR and SALARY COMPENSATION FOR 2012-2013 FISCAL YEAR.**

Date: February 28, 2012

Background

In order to help address the worsening fiscal condition of the State of California and its impact of Fountain Valley School District, the Board of Trustees is reserving its right to reduce the work year and salary compensation of all Management Team Members. Resolution 2012-17 authorizes staff to reduce the work year and salary compensation, if necessary, for all Management Team Members for the 2012-2013 fiscal year.

Recommendation

It is recommended that the Board of Trustees approve and adopt Resolution #2012-17. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents pertaining to the reduction in work year and salary compensation for the fiscal year for 2012-2013, if necessary.

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL DIVISION

MEMORANDUM

To: Dr. Marc Ecker, Superintendent
From: Cathie Abdel, Executive Director, Personnel
Subject: Resolution 2012-18

**APPROVAL OF RESOLUTION 2012-18 RIGHT TO NEGOTIATE THE
REDUCTION IN WORK YEAR and SALARY FOR CERTIFICATED TEAM
MEMBERS AND CLASSIFIED TEAM MEMBERS FOR THE 2012-2013 FISCAL
YEAR**

Date: February 28, 2012

Background

In order to help address the worsening fiscal condition of the State of California and its impact of Fountain Valley School District, the Board of Trustees is reserving its right to negotiate the reduction of the work year and salary of all Certificated Team Members and Classified Team Members. Resolution 2012-18 authorizes staff to negotiate the reduction of the work year and salary of all Certificated Team Members and Classified Team Members for the 2012-13 fiscal year.

Recommendation

It is recommended that the Board of Trustees approve and adopt Resolution #2012-18 and direct staff to negotiate the reduction in the work year and salary for all Certificated and Classified Team Members for the 2012-2013 fiscal year. It is further recommended that the Board of Trustees authorize the Superintendent or his designee to sign all documents pertaining to the reduction in work year and salary compensation for the fiscal year of 2012-2013, if necessary.

RESOLUTION 2012-18

Clerk of the Governing Board

FOUNTAIN VALLEY SCHOOL DISTRICT
Support Services

MEMORANDUM

TO: ANNE SILAVS, ASSISTANT SUPERINTENDENT - INSTRUCTION

FROM: ABBY BICKFORD, DIRECTOR, SUPPORT SERVICES - *AB*

SUBJECT: APPROVAL OF THE 2012 SPECIAL EDUCATION EXTENDED
SCHOOL YEAR PROGRAM AND AUGUST PROGRAM

DATE: FEBRUARY 28, 2012 – FOR THE MARCH 8, 2012 BOARD MEETING

=====

BACKGROUND

The Extended School Year provides students eligible for special education services with educational services for the following reason:

- A child suffers an inordinate or disproportionate degree of regression during that portion of the year in which the customary 180 day school year is not in session; and
- It takes an inordinate or unacceptable length of time for a child to recoup those lost skills (academic, emotional or behavioral) upon returning to school

The following is the 2012 Fountain Valley School District Summer School plan:

June 20 (Wednesday)	Last day of 2011-2012 School Year for students
June 29 (Friday)	Preparation day for Special Education Summer School teachers and voluntary staff meeting (non-paid teacher planning day)
July 2 – July 27	Extended School Year Program for Special Education students to be held at Newland School. <i>Wednesday, July 4th will be a student holiday.</i> Summer school session will be 19 days. Staffing of Certificated and Classified Employees for classes taught from Preschool to Grade 7 Additional Support Staff: Speech Pathologists (2) A.P.E. Specialist School Psychologist District Nurse
August 13 – August 23	August Program - Monday through Thursday DTT skills for a small group of students (4 days per week for a total of 8 days)

RECOMMENDATION

The Board of Trustees approve the Extended School Program at Newland School.



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Ave. • Fountain Valley, CA 92708 • 714.843.3200 • www.fvsd.k12.ca.us

MEMORANDUM

TO: Marc Ecker, Superintendent

FROM: Abby Bickford, Director, Support Services

SUBJECT: Revision to Board Policy 3541.2 and AR 3541.2
Transportation for Students with Disabilities (Second Reading and Adoption)

DATE: March 1, 2012

BACKGROUND

In its continuing goal to maintain a set of current Board policies, it is necessary to bring certain policies back to the Board for revision due to changes in Education Code, statute, or practicality.

The California Department of Education has recently released new guidelines in reference to Transportation for Students with Disabilities. These guidelines are to be utilized by the IEP teams when determining required transportation for a Special Ed student. We are adding relevant language to Board Policy 3541.2 and AR 3541.2: Transportation for Students with Disabilities to include the new guidelines.

The revised policy was presented to the Board for first reading at the February 16, 2012 meeting.

RECOMMENDATION

The Superintendent endorses the updates to Policy 3541.2 and AR 3541.2 and recommends that the policy be approved for second reading and adoption.

/sb
Attachments

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

The Board of Trustees shall ensure that appropriate transportation services are provided for students with disabilities. The Superintendent or designee shall make home-to-school transportation available for these students at no cost to parents/guardians/guardians in accordance with the federal Individuals with Disabilities Education Act and/or Section 504 of the federal Rehabilitation Act of 1973.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 3260 - Fees and Charges)

(cf. 3540 - Transportation)

(cf. 3541.5 - Alternative Transportation Arrangements)

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

(cf. 6159 - Individualized Education Program (IEP))

(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

(cf. 6164.4 - Identification of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

The Superintendent or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures should not reduce the length of the school day for these students except as may be prescribed on an individual basis.

The Superintendent or designee shall establish administrative regulations setting forth criteria for determining the most appropriate mode of transportation for an individual student. Such criteria shall include the coordination of regular transportation and special education transportation, the student's safety and health needs and the extent to which transportation arrangements may help the student develop independent mobility skills.

Students shall not be transported in any mobile seating device that is not compatible with the bus securement system. The Superintendent or designee shall provide procedures for ensuring this compatibility before the district initiates the student's transportation.

When a student receiving special education or Section 504 services is excluded from school bus transportation, the Superintendent or designee shall provide alternative transportation at no cost to the student or parent/guardian.

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Legal Reference:

EDUCATION CODE

38028 *Payment of transportation cost*
38057 *Guide dogs, signal dogs and service dogs on bus*
41850-41854 *Allowances for transportation*
48209-48209.16 *Alternative interdistrict attendance program*
48915.5 *Expulsion of students with exceptional needs*
56327 *Assessment for special education and related services*
56345 *Individualized education program*
56221 *Adoption of policies*
56366 *Nonpublic nonsectarian schools or agencies*
56366.1 *Waiver of requirements under section 56365 and 56366*

CODE OF REGULATIONS, TITLE 5

15050 *Transfer of funds to child development fund and development center for handicapped pupils fund*
15243 *Physically handicapped minors*
15271 *Exclusion from report*

UNITED STATES CODE, TITLE 20

1400 *et seq. Individuals with Disabilities Education Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

104.4 *Equal opportunity under the Rehabilitation Act of 1973, Section 504*

Management Resources:

CDE MANAGEMENT ADVISORIES

0500.92 *Implementation of Special Education Transportation Apportionment (#92-02)*

Alternative Transportation Arrangements for Home to School or Special Education

The District may provide for the transportation of pupils to and from school by contracting and paying for the transportation of pupils to and from school by common carrier or municipally owned transit system, or may contract with and pay responsible private parties for the transportation.

In lieu of providing transportation, the Superintendent or designee may authorize the reimbursement to the parents or guardian of the pupil a sum not to exceed the cost of actual and necessary travel incurred in transporting the pupil to and from the regular day schools of the district. A payment may not be made pursuant to this section unless it will be more economical to make the payments than to provide for said transportation.

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Legal Reference:

EDUCATION CODE:

*39800 Powers of governing board to provide transportation for pupils to and from school; definition of
“municipally owned transit system”*

39806 Payments to parents in lieu of transportation

39807.5 Payment of transportation cost

41850-41854 Allowances for transportation

48915.5 Expulsion of students with exceptional needs

GOVERNMENT CODE

3540-3549 Educational Employment Relations Act

CODE OF REGULATIONS, TITLE 5

15242 Excessive distance and relatively few students

CODE OF FEDERAL REGULATIONS

34 C.F.R. 300.34

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

Transportation Service Guidelines for Students with Disabilities

Individual Education Program (IEP) teams or Section 504 committees may authorize appropriate special transportation to and from school for students when that service is required to assist a child with a disability to benefit from special education. Appropriate transportation service is determined by the IEP team's consideration of all means of transportation, general education, special education, student's safety and health needs, and the extent to which transportation arrangements may help the student develop independent mobility skills.

Special education transportation is defined in federal regulation (34 CFR. Section 300.34) as a related service. Transportation is required to be provided if it is necessary for the student to benefit from special education instruction. In addition, as required for any special education program, the service must be provided to meet the criteria for a free, appropriate public education.

Transportation includes, but shall not be limited to, specialized equipment (such as special or adapted buses, lifts, ramps) if required to provide special transportation for a child with a disability. The student's IEP team shall make the determination as to whether a child requires transportation as a related service.

The California Department of Education has developed Special Education Transportation Guidelines which are to be utilized by IEP teams when determining required transportation. California Education Code 41850 (d) defines "special education transportation" as either:

- "The transportation of severely disabled special day class pupils, and orthopedically impaired pupils who require a vehicle with a wheelchair lift, who received transportation in the prior fiscal year, as specified in their individualized education program"
- "A vehicle that was used to transport special education pupils"

Transportation is a DIS service. Students will receive services that are appropriate to serving them safely in the least restrictive environment.

1. In keeping with the goal of servicing students in the least restrictive environment, the District may serve students with special needs on one of the variety of school buses due to operational reasons.
2. Transportation for students with mild-moderate needs may be provided to those students not attending their home school (school of residence) due to placement recommendations made by the IEP team.
3. Students with mild-moderate classroom placement, who are placed via an IEP in a District program, other than at their home school, are eligible for transportation services.

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

TRANSPORTATION FOR STUDENTS WITH DISABILITIES (continued)

4. The level of transportation services will be determined by the Director Support Services or Designee for grades K-3.
5. The level of transportation services will be station to station in grades 4-8 unless other determined by the Director Support Services or Designee.
6. Exceptions to these guidelines must be addressed in terms of goals via the IEP team.
7. The District does not provide transportation to day care facilities outside of District boundaries.

TRANSPORTATION FOR STUDENTS WITH DISABILITIES

IEP teams or Section 504 committees shall authorize appropriate special transportation to and from school for students who have:

1. An orthopedic or other physical disability or handicap that significantly impairs mobility.
2. A severe sensory impairment, such as full or partial blindness or deafness, which puts their safety and well-being at risk.
3. A significant delay in social, emotional or cognitive development, as documented by appropriate assessment data, which puts their safety and well-being at risk.

When authorizing this transportation, the IEP team or Section 504 committee shall consider all of the following:

1. The student's safety and health needs.
2. The extent to which transportation arrangements may help the student develop independent mobility skills.
3. The coordination of regular transportation and special transportation.

Students eligible for special transportation may receive such transportation to and/or from a child care provider located within the district.

The district shall provide special transportation to and from alternative sites or clinics where the student is scheduled to receive a related service included in the student's IEP.

Special education students who do not meet any of the above criteria may use regular home-to-school transportation. A student who would otherwise not be eligible for special transportation may receive such transportation if assigned to a site other than his/her neighborhood school for the purpose of receiving special education.

Students admitted to a special education program in the district on an interdistrict transfer agreement must, as a condition of attendance, arrange for the district or SELPA of residence to provide any necessary transportation.

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/11-12 - 01

M E M O R A N D U M

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **APPROVAL OF 2011-12 SECOND INTERIM REPORT**
DATE: February 14, 2012

BACKGROUND

School districts are required to complete two interim financial reports during a fiscal year, one as of October 31 and one as of January 31. The Interim Reports are filed with the County Department of Education and the State Controller's Office. School districts must conduct a review of their interim reports in accordance with state-adopted Criteria and Standards. Two critical areas are cash balance and fund balance. The second part of the summary review includes specified additional information intended to assist governing boards and county offices in better understanding the status of the District budget. This supplemental information includes the status of negotiations, reserves and any multi-year commitments that have occurred since the budget was adopted.

Beginning Balance

The audit is complete with a beginning balance for July 1, 2011 of \$4,111,588.

Income Assumptions

1. Revenue Limit

The base revenue limit was calculated using an inflation factor of 2.24%, which is \$137 for elementary districts and a deficit factor of 19.754%. Revenue limit ADA is projected at 6,169.68. The methodology used for enrollment projections is based on the population and births in conjunction with historical enrollment and an analysis of District trends. The District also uses Decision Insite to assist in enrollment projections.

As of the Second Interim Report, the projected ADA has increased by 32.9 from budgeted ADA, which has been factored into the projected year end total anticipated revenue limit. The anticipated revenue limit is \$30,849,337.

Also included in the Revenue Limit as of the Second Interim Report are Tier II trigger reductions of .25%, a onetime general reduction and an ongoing .65% reduction to the Revenue Limit in lieu of reductions to transportation funding. The net deficit factor on the revenue limit is 20.602%.

2. Federal Income

The adopted budget includes estimates based on entitlements for 2011-12 program funding for all federal programs. Contracted programs are budgeted as received during the year.

The Federal Education Jobs Fund Program, a component of the Education Jobs and Medicaid Assistance Act of 2010 (PL 111-226), provided \$1.2 billion to California to be used to save or create Kindergarten through grade twelve jobs for the 2011-12 school year. The District received \$1,133,449 in funding and restored furlough days at the school-site level. Funds are to be expensed by September 30, 2012.

All federal program revenues have been adjusted for carryover and new programs. Revenue is projected to be \$3,199,178.

3. Other State Income

For 2011-12, Categorical flexibility remains unchanged with no additional expansion or flexibility at this time. A 0% COLA is applied to all State Categorical programs including Special Education. Tier III flexibility continues through 2014-15. The District has 15 Tier III Categorical programs that have been designated as unrestricted, totaling \$1,929,896. The District receives Class Size Reduction funding for grades K, 1 and 2 with revenues of \$1,071/\$535 per students in either option 1 or option 2. Lottery is projected at \$117.25 per ADA using prior annual ADA. The restricted portion of Lottery funding is estimated at \$23.25 per prior annual ADA.

All State program revenues have been adjusted for carryover and deferred revenues. Revenue is projected to be \$4,946,060.

4. Other Local Income

Other local income is derived from various sources: interest rate is .40%, lease income, surplus sales, donations, contract fees and miscellaneous income. Lease income is used to partially fund the Routine Maintenance program but this program is still considered a Tier III program.

Other local income is projected to be \$4,796,555.

Expenditure Assumptions

1. Salary Increases

Step, column and longevity increases for certificated, classified, confidential and management employees have been included in the salary accounts for the Second Interim budget. Salaries for certificated, classified, psychologists, confidential and management employees include five furlough days restored but with a contingency based on AB 114 “trigger language” provisions of the state budget. The Budget Act provides for trigger reductions if state revenues are projected to fall short of the budgeted level. The total amount of salary restoration from Federal Jobs funding is \$1,133,449. Salaries now reflect retirees and new hires.

Benefits

Employee benefit rates are as follows: STRS 8.25%, PERS 10.923%, PERS Reduction 2.097%, Social Security 6.20%, PARS 1.30%, Medicare 1.45%, Unemployment Insurance 1.61%, and Workers’ Compensation 2.00%. Health and welfare costs are allocated \$8,000 per employee for classified working six hours or more, \$8,000 per full-time certificated prorated at percentage of hours, and \$4000 for employees working part-time. The remainder of costs are borne by employees through payroll deduction.

Retirement Package

The District covers the cost of health and welfare for 75 retired employees until age 65. The cost does not exceed the cap at the time of the employee’s retirement. The cost is recorded in the general fund object code 3400.

2. Other Expenditures

Object codes 4000 through 7000 reflect typical expenditures in supplies and equipment. Transfers from another fund are used to cover planned program costs and salary adjustments.

Ending Balance

The projected ending balance for the General Fund on June 30, 2012, will be \$3,371,587. The unrestricted portion of the balance is made up of the required 3% reserve totaling \$1,419,076, Revolving Cash of \$35,000, Stores totaling \$100,000, Assigned reserves of \$148,473 and an undesignated amount of \$883,694. The unrestricted balance totals \$2,586,243. Additionally we expect a restricted ending balance of \$785,344.

All other funds are projected to end of the year in a positive fund and cash flow balance.



PLEASE NOTE:

A copy of the **2011-12 Second Interim Report**
for the Fountain Valley School District
is available for review at the District Office.

Please contact the Superintendent's office at 714.843.3255.

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members

From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education

Date: February 22, 2012

Subject: **Non-Public School Contract Addendums**

Board Meeting Date: March 08, 2012

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 contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
383810-1813	Oralingua School for the Hearing Impaired, Inc	3,190.00	February 03, 2011 to June 15, 2012
192150-1741	Speech & Language Development Center	15,120.00	September 06, 2011 to June 30, 2012

Approved by the FVSD Board of Trustees
March 08, 2012

Marc Ecker, Ph.D.
Superintendent

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 08th of March, 2012 between the Fountain Valley School District, County of Orange and Oralingua School for the Hearing Impaired, Inc for
(Local Education Agency) (Nonpublic School or Agency)
383810-1813 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)
Orange County.

ORIGINAL CONTRACT - February 03, 2011 to June 15, 2012

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
0. Basic Education Program ((per FVSD cal))	NPS	1 Day	126.30	286.00	36,121.80
1. Language/Speech Therapy/Individual (1x90min/wk (per FVSD cal))	NPS	60 Minutes	110.00	58.00	6,380.00
TOTAL ORIGINAL CONTRACT COST					42,501.80

ADDENDUM CONTRACT - February 03, 2011 to June 15, 2012

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
1. Language/Speech Therapy/Individual ((per FVSD cal) corr2cvr full term)	NPS	60 Minutes	110.00	29.00	3,190.00
TOTAL ADDENDUM CONTRACT COST					3,190.00

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
0. Basic Education Program ((per FVSD cal))	NPS	1 Day	126.30	286.00	36,121.80
1. Language/Speech Therapy/Individual ((per FVSD cal) corr2cvr full term)	NPS	60 Minutes	110.00	29.00	3,190.00
1. Language/Speech Therapy/Individual (1x90min/wk (per FVSD cal))	NPS	60 Minutes	110.00	58.00	6,380.00
TOTAL AMENDED CONTRACT COST					45,691.80

This AMENDED Service shall begin on February 03, 2011 and shall terminate at 5:00 p.m. on June 15, 2012 unless sooner terminated as provided herein.

-CONTRACTOR-**-DISTRICT-**

Oralingua School for the Hearing Impaired, Inc
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

Date

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 08th of March, 2012 between the
Fountain Valley School District, County of Orange and Speech & Language Development Center for
 (Local Education Agency) (Nonpublic School or Agency)
192150-1741 born on _____, who is a resident of Fountain Valley School District of
 (Name of Student) (Date of Birth) (Local Education Agency)
 Orange County.

ORIGINAL CONTRACT - September 06, 2011 to June 30, 2012

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
0. Basic Education Program	NPS	1 Day	135.50	180.00	24,390.00
1. Language/Speech Therapy/Individual (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
2. Language/Speech Therapy/Group (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
3. Language/Speech Therapy/Consult (1x30min/mo)	NPS	60 Minutes	81.50	10.00	815.00
4. Adapted Physical Education (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
5. Occupational Therapy (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
TOTAL ORIGINAL CONTRACT COST					36,941.00

ADDENDUM CONTRACT - September 06, 2011 to June 30, 2012

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
6. One-on-One Aide (360min/day)	NPS	60 Minutes	14.00	1,080.00	15,120.00
TOTAL ADDENDUM CONTRACT COST					15,120.00

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
0. Basic Education Program	NPS	1 Day	135.50	180.00	24,390.00
1. Language/Speech Therapy/Individual (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
2. Language/Speech Therapy/Group (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
3. Language/Speech Therapy/Consult (1x30min/mo)	NPS	60 Minutes	81.50	10.00	815.00
4. Adapted Physical Education (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
5. Occupational Therapy (2x30min/wk)	NPS	60 Minutes	81.50	36.00	2,934.00
6. One-on-One Aide (360min/day)	NPS	60 Minutes	14.00	1,080.00	15,120.00
TOTAL AMENDED CONTRACT COST					52,061.00

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 08th of March, 2012 between the Fountain Valley School District, County of Orange and Speech & Language Development Center for
(Local Education Agency) (Nonpublic School or Agency)
192150-1741 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)
Orange County.

This AMENDED Service shall begin on September 06, 2011 and shall terminate at 5:00 p.m. on June 30, 2012 unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

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

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.
(Type Name of Superintendent) Date

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members

From: Patrick J Middleton, Fiscal/MIS Manager
West Orange County Consortium for Special Education

Date: February 22, 2012

Subject: **Non-Public School Contracts**

Board Meeting Date: March 08, 2012

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 contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
710705-1866	Therapeutic Education Centers	23,850.00	January 17, 2012 to June 30, 2012

Approved by the FVSD Board of Trustees
March 08, 2012

Marc Ecker, Ph.D.
Superintendent

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

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Date: 02-22-12 Local Education Agency: Fountain Valley School District
Nonpublic School/Agency: Therapeutic Education Centers
Pupil Name: 710705-1866 DOB: _____
Last, First Middle : _____
Address: _____
Street City Zip
Sex: Grade: K - 8 Residential Setting (Indicate Home, Foster, JCS or LCI): _____
(K - 8 or 9 - 12) If LCI, indicate number: _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Leraning Handicapped or Severely Handicapped
2. The class size for the pupil will not exceed 12, and/or therapist/pupil ratio will be N/A
3. The length of the instructional program will be 300 Minutes per day, Monday through Friday. (Nonpublic school only)
4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

A. BASIC EDUCATION PROGRAM (Applies to nonpublic schools only):

Number of days 106 x Per Diem 163.00 TOTAL BASIC EDUCATION COSTS 17,278.00

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Transportation	NPS	1.00 Day	62.00	106.00	6,572.00

Maximum Total Related Services Costs (B) 6,572.00
Maximum Total Basic Education and Related Services Costs (A + B) 23,850.00
Maximum Per Diem for Basic Education 163.00

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

All terms and conditions of the current Master Contract for Nonpublic, Nonsectarian School Agency (NPS/NPA), hereinafter referred to as the Master Contract, previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the Individualized Education Program (IEP), and will request an IEP review prior to any change in the service program.

Other Provisions (attachments as necessary):

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

This contract is effective on: January 17, 2012

and terminates on 5:00 p.m. on: June 30, 2012

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Therapeutic Education Centers

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

1010 W. Seventeenth St., Santa Ana, CA 92706

(Address)

714-836-3100

(Telephone Number)

714-245-2110

(FAX Number)

95-3717718

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON