



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

August 23, 2012

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

M ____
2nd ____
V ____

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

- Personnel Matters: *Government Code 54957 and 54957.1*
Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.
- 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.
- PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. CAPITAL FACILITIES ACCOUNT FUND/DEVELOPER FEES

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

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.

STUDY SESSION**2. FUND 40 STUDY SESSION**

The Board of Trustees will participate in a study session to discuss the district's Fund 40.

STAFF REPORTS AND PRESENTATIONS**3. REVISIONS TO ADMINISTRATIVE REGULATION 5144.2 SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES) (WRITTEN ONLY)**

In the continued effort to maintain a set of current Administrative Regulations, it is necessary to bring certain regulations to the Board of Trustees for revision due to changes in Education Code or statute. After review by senior staff, revisions/changes/updates to Administrative Regulation 5144.2 Suspension and Expulsion/Due Process (Students with Disabilities) have been made. A detailed report of these updates is included for Board information in the attached in addition to a copy of the revised Administrative Regulation.

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**4. REVISION TO BOARD POLICY 0410 NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (FIRST READING)**

M ____
2nd ____
V ____

Revisions to BP 0410 bring the District into compliance with the recent amendments to current law regarding discrimination in education programs and

activities.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 0410 Nondiscrimination in District Programs and Activities be approved for first reading, with necessary changes as indicated by the Board of Trustees.

5. REVISION TO BOARD POLICY 5131 CONDUCT (FIRST READING)

M ____
2nd ____
V ____

Board Policy 5131 is updated to reflect new law AB 9, which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics. Policy also expands item #4 to clarify that the district is not responsible for students' personal belongings brought on campus or to a school activity and replaces section on cell phone possession and use with new item #6, which prohibits use during instructional time with specified exceptions.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 5131 Conduct be approved for first reading, with necessary changes as indicated by the Board of Trustees.

6. REVISION TO BOARD POLICY 5144.1 SUSPENSION/EXPULSION (FIRST READING)

M ____
2nd ____
V ____

Board Policy 5144.1 has been reorganized to include language requiring fair, consistent enforcement of suspension and expulsion rules in response to new U.S. Department of Education and Office of Civil Rights findings regarding disproportionate rates of suspension/expulsion by race and ethnicity, gender, and disability. Regulation was also reorganized to reflect new law AB 746, which expands the definition of bullying committed by means of an electronic act to include posting of messages on social media networks, and new law AB 143, which requires that, when law enforcement officials are notified of certain acts by students with disabilities, they must certify that specified student records will not be disclosed without prior written consent.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 5144.1 Suspension/Expulsion be approved for first reading, with necessary changes as indicated by the Board of Trustees.

7. REVISION TO ADMINISTRATIVE REGULATION 5145.3 NON-DISCRIMINATION/HARRASSMENT (FIRST READING)

M ____
2nd ____
V ____

Revisions to Board Policy 5145.3 reflect new law AB 9, which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specific characteristics, including gender identity and gender expression. The update also includes language prohibiting retaliation against students who file a complaint or report, and requires related training of students, parents/guardians, and employees.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 5145.3 Nondiscrimination/Harassment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

8. REVISION TO BOARD POLICY 5145.7 SEXUAL HARRASSMENT (FIRST READING)

M ____
2nd ____
V ____

Revisions to Board Policy 5145.7 has been updated to reflect new Office of Civil Rights (OCR) guidance, which clarifies that (1) sexual violence is a form of sexual harassment that must be addressed by districts in the same way as other forms of sexual harassment; (2) districts should provide information about the rights of students and parents/guardians to file a criminal complaint of sexual harassment as applicable; and (3) districts should respond to sexual harassment that comes to their attention even when a victim requests anonymity. Regulation is also updated to add sexual assault, sexual battery, and sexual coercion to examples of sexual harassment per OCR guidance, and includes district obligation to respond to student-on-student sexual harassment which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment for the victim at school.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 5145.7 Sexual Harassment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

9. BOARD POLICY 5131.2 BULLYING (FIRST READING)

M ____
2nd ____
V ____

Board Policy 5131.2 contains material formerly in BP 5131 Conduct and reflects new law AB 9, which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specific characteristics. The policy also reflects new law AB 1156, which encourages the inclusion of bully prevention strategies in comprehensive safety plans, and new law AB 746, which expands the definition of bullying committed by means of an electronic act to include the posting of messages on social media networks. The policy also adds language regarding the reporting of incidents.

Superintendent's Recommendation: It is recommended that Board Policy 5131.2 Bullying be approved for first reading, with necessary changes as indicated by the Board of Trustees.

10. BOARD POLICY 6170.1 TRANSITIONAL KINDERGARTEN (FIRST READING)

M ____
2nd ____
V ____

Board Policy 6170.1 reflects Education Code 48000 as amended by the Kindergarten Readiness Act of 2010 (SB 1381), which gradually raises the age

for admission into kindergarten. Children are eligible for kindergarten enrollment if they have their fifth birthday on or before November 1 in 2012-2013, October 1 in 2013-2014, and September 1 in 2014-2015 and beyond. Pursuant to Education Code 48000, children whose admission would be delayed because of the new age requirements must be offered a transitional kindergarten program beginning in the 2012-2013 school year.

Superintendent's Recommendation: It is recommended that Board Policy 6170.1 Transitional Kindergarten be approved for first reading, with necessary changes as indicated by the Board of Trustees.

11. BOARD POLICY 0520.2 TITLE I PROGRAM IMPROVEMENT SCHOOLS (FIRST READING)

M ____
2nd ____
V ____

Board Policy 0520.2 brings the district into compliance with Federal Elementary and Secondary Education Act (ESEA) legislation and has not previously been adopted.

Superintendent's Recommendation: The Superintendent endorses Policy 0520.2 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

12. BOARD POLICY 0520.3 TITLE I PROGRAM IMPROVEMENT DISTRICTS (FIRST READING)

M ____
2nd ____
V ____

Board Policy 0520.3 brings the district into compliance with Federal Elementary and Secondary Education Act (ESEA) legislation and has not previously been adopted.

Superintendent's Recommendation: The Superintendent endorses Policy 0520.3 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

13. 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

13-A. Board Meeting Minutes from July 12th board meeting

- 13-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 13-C.** Warrants
- 13-D.** Purchase Order Listing
- 13-E.** Budget Transfers
- 13-F.** Renewal of Membership in the Fountain Valley Chamber of Commerce in the amount of \$303

Consent Items**13-G. POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS (PBIS) AND VIOLENCE PREVENTION EDUCATION SERVICES AGREEMENT**

Superintendent's Comments: It is recommended that the Board of Trustees approves the Agreement for Provision of Positive Behavioral Interventions and Supports (PBIS) and Violence Prevention Education Services from September 18, 2012 through June 30, 2013 and authorize the Superintendent or designee to sign all documents.

13-I. WILLIAMS UNIFORM COMPLAINT QUARTERLY REPORT

Superintendent's Comments: It is recommended that the Board of Trustees receives and approves the Williams Quarterly Report for the fourth quarter of the 2011-12 year and approves its submittal to the Orange County Department of Education.

13-J. NOTICE OF LAYOFF (HOURS REDUCTION) FOR CLASSIFIED POSITION

Superintendent's Comments: It is recommended that the Board of Trustees reduces the services of the position so designated on the effective date listed in the attached.

13-K. BIENNIAL REVIEW/UPDATED CONFLICT OF INTEREST CODE

Superintendent's Comments: It is recommended that the Board of Trustees authorizes submission of a revised Conflict of Interest Code to the Orange County Board of Supervisors, and that the Board of Trustees approves the revised Conflict of Interest Code in its 2012 biennial review of said Code.

13-L. CONFIDENTIAL SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves reimbursing the parents in an amount not to exceed \$6500 for the 2012-13 school year for services as described in the attached memo.

13-M. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached described agreement pertaining to Sibling A.

13-N. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approves the attached described agreement pertaining to Sibling B.

**13-O. APPROVAL OF PROGRAM DEVELOPMENT AGREEMENT WITH
CHERON ENERGY SOLUTIONS**

Superintendent's Comments: It is recommended that the Board of Trustees approves the energy services Program Development Agreement and authorizes the Superintendent or his designee to sign all documents.

13-P. CAPITAL FACILITIES FUND/DEVELOPER FEES

Superintendent's Comments: It is recommended that the Board of Trustees accepts the report on the use of the Capital Facilities Fund Income to Expenditures.

**13-Q. RESOLUTION 2013-08: GANN AMENDMENT – APPROPRIATIONS
LIMITATIONS**

Superintendent's Comments: It is recommended that the Governing Board adopts RESOLUTION 2013-08, identifying the 2011-12 actual appropriation limit and the 2012-13 estimated appropriation limit.

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.

- Board Self-Evaluation
- Board Discussion of Reading Materials: CSBA's *Call to Order: A Blueprint for Great Board Meetings*
- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, September 27, 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.

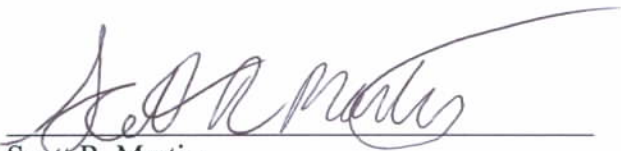
Board meeting proceedings are tape recorded.

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.

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

Notice is hereby given that the Board of Trustees of the Fountain Valley School District, at its meeting to be held on Thursday, August 23, 2012 at 7:00 p.m., in the District Board Room, located at 10055 Slater Avenue, Fountain Valley, California, will conduct a Public Hearing for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees.

FOUNTAIN VALLEY SCHOOL DISTRICT

A handwritten signature in dark ink, appearing to read "Scott R. Martin", is written over a horizontal line.

Scott R. Martin
Director, Fiscal Services

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 91

M E M O R A N D U M

TO: Marc Ecker, Ph.D., Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: August 16, 2012
SUBJECT: FUND 40 STUDY SESSION

BACKGROUND

There will be a study session on Fund 40 at the August 23rd Board meeting.

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FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO ADMINISTRATIVE REGULATION 5144.2
SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS
WITH DISABILITIES) - WRITTEN REPORT***
DATE: August 7, 2012

BACKGROUND INFORMATION:

In the continued effort to maintain a set of current Administrative Regulations, it is necessary to bring certain regulations to the Board of Trustees for revision due to changes in Education Code or statute. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

Education Code 35291 requires the Board of Trustees to prescribe rules and regulations for maintaining discipline in the schools under its jurisdiction. While many of the required rules and regulations appear in Board Policy/Administrative Regulations 5144.1 Suspension and Expulsion, the following Administrative Regulation 5144.2 addresses procedures required when disciplining students who have been identified for special education and related services. This administrative regulation reflects requirements indicated in the Individuals with Disabilities Education Act (20 USC 1400-1482), federal regulations (34 CFR 300.1-300.818), and state legislation. Furthermore, this update includes new law AB 143, which requires that, when law enforcement is notified of certain acts by students with disabilities, law enforcement officials must certify that specified student records will not be disclosed without prior written parental consent. Revised regulation also clarifies that students with disabilities are subject to the same suspension and expulsion procedures as nondisabled students unless otherwise specified.

Text to be deleted is indicated by strike-through and new language has been added in bold.

SUSPENSION AND EXPULSION/DUE PROCESS (STUDENTS WITH DISABILITIES)

A student identified as an individual with ~~disabilities~~ **a disability** pursuant to the Individuals with Disabilities Education Act (**IDEA**), **20USC 1400-1482**, is subject to the same grounds **and procedures** for suspension and expulsion which apply to ~~regular education~~ students **without disabilities, except as otherwise specified in this administrative regulation.**

(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~~ **10 consecutive** 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. , as long as the suspension(s) does not constitute a change in placement pursuant to 34 CFR 300.536. (Education Code 48903; 48911; 34 CFR 300.530)~~

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.

(cf. 6159 – Individualized Education Program)

~~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)~~

The Superintendent or designee shall determine, on a case-by-case basis, whether a pattern of removals of a student from his/her current educational placement for disciplinary reasons constitutes a change of placement. A change of placement shall be deemed to have occurred under either of the following circumstances: (34 CFR 300.536)

1. The removal is for more than 10 consecutive school days.
2. The student has been subjected to a series of removals that constitute a pattern because of all of the following:
 - a. The series of removals total more than 10 school days in a school year.
 - b. The student's behavior is substantially similar to his/her behavior in previous incidents that resulted in the series of removals.

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

c. Additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another, indicate a change of placement.

If a student's removal is determined to be a change of placement as specified in items #1-2 above, or the student is suspended for more than 10 school days in the same school year, the student's IEP team shall determine the appropriate educational services. Such services shall be designed to enable the student to continue to participate in the general education curriculum in another setting, to progress toward meeting the goals set out in his/her IEP, and to address the student's behavior violation so that it does not recur. (20 USC 1412(a)(1)(A); 34 CFR 300.530)

If the IEP of a student with a disability requires the district to provide the student with transportation, the district shall provide the student with an alternative form of transportation at no cost to him/her or to his/her parent/guardian when he/she is to be excluded from school bus transportation. (Education Code 48915.5)

(cf. 3541.2 - Transportation for Students with Disabilities)

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))~~

The district may unilaterally place a student with a disability in an appropriate interim alternative educational setting for up to 45 school days, without regard to whether the behavior is a manifestation of the student's disability, when the student commits one of the following acts while at school, going to or from school, or at a school-related function: (20 USC 1415(k)(1)(G); 34 CFR 300.530)

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~~

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

3. Sells or solicits the sale of a controlled substance ~~while at school or a school function as identified in 21 USC 812(c), Schedules I-V~~
4. Inflicts serious bodily injury upon another person as defined in 18 USC 1365

The student's interim alternative educational setting shall be determined by his/her IEP team. (20 USC 1415(k)(1)(G); 34 CFR 300.531)

On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

A student who has been removed from his/her current placement because of dangerous behavior shall receive services, although in another setting, to the extent necessary to allow him/her to participate in the general education curriculum and to progress toward meeting the goals set out in his/her IEP. As appropriate, the student shall also receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

~~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))~~

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

~~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)~~

~~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 **with a disability** is suspended for more than 10 **consecutive school** 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)~~ **a series of removals of a student constitutes a pattern, or when a change of placement of a student is contemplated due to a violation of the district's code of conduct:**

- ~~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.~~

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

~~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)~~

1. Notice: On the date the decision to take disciplinary action is made, the student's parent/guardian shall be notified of the decision and provided the procedural safeguards notice pursuant to 34 CFR 300.504. (20 USC 1415(k)(1)(H); 34 CFR 300.530)

(cf. 5145.6 - Parental Notifications)

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

2. Manifestation Determination Review: Immediately if possible, but in no case later than 10 school days after the date the decision to take disciplinary action is made, a manifestation determination review shall be made of the relationship between the student's disability and the behavior subject to the disciplinary action. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

At the manifestation determination review, the district, the student's parent/guardian, and relevant members of the IEP team (as determined by the district and parent/guardian) shall review all relevant information in the student's file, including the student's IEP, any

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

teacher observations, and any relevant information provided by the parents/guardians, to determine whether the conduct in question was either of the following: (20 USC 1415(k)(1)(E); 34 CFR 300.530)

- a. Caused by or had a direct and substantial relationship to the student's disability
- b. A direct result of the district's failure to implement the student's IEP, in which case the district shall take immediate steps to remedy those deficiencies

If the manifestation review team determines that either of the above conditions applies, the student's conduct shall then be determined to be a manifestation of his/her disability. (20 USC 1415(k)(1)(E); 34 CFR 300.530)

3. **Determination that Behavior is a Manifestation of the Student's Disability:** When the student's conduct has been determined to be a manifestation of his/her disability, the IEP team shall conduct a functional behavioral assessment, unless one had been conducted before the occurrence of the behavior that resulted in the change of placement, and shall implement a behavioral intervention plan for the student. If a behavioral intervention plan has already been developed, the IEP team shall review the behavioral intervention plan and modify it as necessary to address the behavior. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

The student shall be returned to the placement from which he/she was removed, unless the parent/guardian and Superintendent or designee agree to a change of placement as part of the modification of the behavioral intervention plan. (20 USC 1415(k)(1)(F); 34 CFR 300.530)

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

4. **Determination that Behavior is Not a Manifestation of the Student's Disability:** When it has been determined that the student's conduct was not a manifestation of his/her disability, the student may be disciplined in accordance with the procedures for students without disabilities. However, the student's IEP team shall determine services necessary to enable him/her to participate in the general education curriculum in another setting and to allow him/her to progress toward meeting the goals set out in his/her IEP. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

As appropriate, the student also shall receive a functional behavioral assessment and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur. (20 USC 1415(k)(1)(D); 34 CFR 300.530)

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

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

~~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)~~

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

- 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~~
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)

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

~~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)~~

Due Process Appeals

~~If the parent/guardian disagrees with a **any district** 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) regarding placement under 34 CFR 300.530 (suspension and removal for dangerous circumstances) or 34 CFR 300.531 (interim alternative placement), or the manifestation determination under 34 CFR 300.530(e), he/she may appeal the decision by requesting a hearing. The district may request a hearing if the district believes that maintaining the student's current placement is substantially likely to result in injury to the student or others. In order to request a due process hearing, the requesting party shall file a complaint pursuant to 34 CFR 300.507 and 300.508(a) and (b). (20 USC 1415(k)(3); 34 CFR 300.532)~~

~~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~~

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

~~the student was appropriately placed at the time the misconduct occurred. (Education Code 48915.5)~~

Whenever a hearing is requested as specified above, the parent/guardian or the district shall have an opportunity for an expedited due process hearing consistent with requirements specified in 34 CFR 300.507, 300.508 (a)-(c), and 300.510-300.514.

If the student's parent/guardian or the district has initiated a due process hearing under 34 CFR 300.532 as detailed above, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the 45-day time period, whichever occurs first, unless the parent/guardian and district agree otherwise. (20 USC 1415(k)(4); 34 CFR 300.533)

~~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 ~~adopted~~ used for all students **without disabilities. 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. Upon readmission of a student with disabilities, an IEP team meeting shall be convened to review and, as necessary, modify the student's IEP.**

~~Suspension of Expulsion~~

Decision Not to Enforce Expulsion Order

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

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 **other** students. (Education Code 48917)

Notification to Law Enforcement Authorities

Law enforcement notification requirements involving students with disabilities shall be the same as those specified for all students in AR 5144.1 - Suspension and Expulsion/Due Process.

When giving any required notification concerning a student with disabilities to any law enforcement official, the principal or designee shall require the law enforcement official to certify in writing that he/she will not disclose the student's information or records to any other person without the prior written consent of the student's parent/guardian. (Education Code 49076)

(cf. 5131.7 - Weapons and Dangerous Instruments)

Report to County Superintendent of Schools

The Superintendent or designee shall report to the County Superintendent of Schools when any special education student has been expelled or suspended for more than 10 school days. The report shall include the student's name, last known address, and the reason for the action. (Education Code 48203)

Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been determined to be eligible for special education and related services and who has violated the district's code of student conduct may nevertheless assert any of the protections under IDEA, if the district had knowledge of the student's disability. (20 USC 1415(k)(5); 34 CFR 300.534)

Knowledge means that, before the occurrence of the behavior that precipitated the disciplinary action, one of the following occurred: (20 USC 1415(k)(5); 34 CFR 300.534)

- 1. The parent/guardian, in writing, has expressed concern to district supervisory or administrative personnel, or to a teacher of the student, that the student is in need of special education or related services.**
- 2. The parent/guardian has requested an evaluation of the student for special**

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

education pursuant to 20 USC 1414(a)(1)(B) or 34 CFR 300.300-300.311.

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

3. The teacher of the student or other district personnel has expressed specific concerns directly to the district's director of special education or other supervisory district personnel about a pattern of behavior demonstrated by the student.

However, the district shall not be deemed to have knowledge of a student's disability if the student's parent/guardian has not allowed him/her to be evaluated for special education services or has refused services or, after evaluating the student pursuant to 34 CFR 300.300-300.311, the district determined that he/she was not an individual with a disability.

When the district is deemed to not have knowledge of a student's disability, the student shall be disciplined in accordance with procedures established for students without disabilities who engage in comparable behavior. (20 USC 1415(k)(5); 34 CFR 300.534)

If a request is made for an evaluation of a student during the time period in which the student is subject to disciplinary measures pursuant to 34 CFR 300.530, 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. (20 USC 1415(k)(5); 34 CFR 300.534)

Legal Reference:

EDUCATION CODE

35146 *Closed sessions {re suspensions}*

35291 *Rules {of governing board}*

48203 *Reports of severance of attendance of disabled students*

48900-48925 *Suspension and expulsion*

49076 *Access to student records*

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

1365 Serious bodily injury

UNITED STATES CODE, TITLE 20

1412 State eligibility

1415 Procedural safeguards

UNITED STATES CODE, TITLE 21

812 Controlled substances

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 **818** Assistance to states for the education of students with disabilities, *especially*:

300.530-300.537 Discipline procedures

COURT DECISIONS

Schaffer v. Weast, (2005) 546 U.S. 549

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

Regulation

approved: ~~February 22, 2001~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 0410 NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (FIRST READING)***
DATE: July 18, 2012

BACKGROUND INFORMATION:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

In accordance with various provisions of state and federal law, discrimination in education programs and activities is unlawful when it is based on certain actual or perceived characteristics of an individual. Education Code 220 prohibits discrimination based on race, nationality, ethnicity, gender, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55 and, as amended by AB 887, gender identity and gender expression. Furthermore, Government Code 11135 prohibits discrimination based on all the foregoing characteristics, age, disability, and, as amended by SB559, and individual's genetic information. Additionally, Government Code 12940, as amended by both SB 559 and AB 887, prohibits employers from discriminating against employees and job applicants based on genetic information, gender identity, and/or gender expression. This Board Policy revision brings the District into compliance with these recent amendments to current law.

Text to be deleted is indicated by strike-through and new language has been added in bold.

RECOMMENDATION

It is recommended that revisions to Board Policy 0410 Nondiscrimination in District Programs and Activities be approved for first reading, with necessary changes as indicated by the Board of Trustees.

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES

The Board of Trustees is committed to equal opportunity for all individuals in education. District programs and activities shall be free from ~~gender~~ discrimination based on race, color, **ancestry**, national origin, ethnic group **identification**, **age**, religion, marital or parental status, physical or mental disability ~~or any other unlawful consideration~~, **sex**, **sexual orientation**, **gender**, **gender identity or expression**, or **genetic information**; **the perception of one or more of such characteristics**; or **association with a person or group with one or more of these actual or perceived characteristics**. The Board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

(cf. 4030 – Nondiscrimination in Employment)

(cf. 4032 – Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 – Sexual Harassment)

(cf. 5131.2 – Bullying)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.7 – Sexual Harassment)

(cf. 5146 – Married/Pregnant/Parenting Students)

(cf. 6145.2 – Athletic Competition)

(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 – Identification and Education Under Section 504)

(cf. 6178 – Career Technical Education)

(cf. 6200 – Adult Education)

~~As required by law~~ **Pursuant to 34 CFR 104.8 and 34 CFR 106.9**, the Superintendent or designee shall notify students, parents/guardians, **employees**, employee organizations, ~~and~~ applicants for **admission and employment, and sources of referral for applicants about** ~~of~~ the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in announcements, bulletins, ~~or~~ application forms, **or other recruitment materials distributed to these groups**.

(cf. 1312.3 – Uniform Complaint Procedures)

(cf. 4031 – Complaints Concerning Discrimination in Employment)

(cf. 4112.9/4212.9/4312.9 – Employee Notifications)

(cf. 5145.6 – Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand and, when required by law, in a language other than English.

Access for Individuals with Disabilities

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES
(continued)

District programs and facilities, viewed in their entirety, shall be ~~readily accessible to individuals with disabilities.~~ **in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.**

(cf. 6163.2 – Animals At School)

(cf. 7110 – Facilities Master Plan)

(cf. 7111 – Evaluating Existing Buildings)

The Superintendent or designee shall ensure that ~~interested persons, including those with impaired vision and hearing, can obtain information about the programs, facilities and activities available to them.~~ **the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aides and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, notetakers, written materials, taped text, and Braille or large print materials.**

(cf. 6020 – Parent Involvement)

Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 9320 – Meetings and Notices)

(cf. 9322 – Agenda/Meeting Materials)

(cf. 1312.3 – Uniform Complaint Procedures)

(cf. 4030 – Nondiscrimination in Employment)

(cf. 5145.3 – Nondiscrimination/Harassment)

(cf. 5145.6 – Parental Notifications)

Legal Reference:

EDUCATION CODE

200-264 262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES
(continued)

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

TITLE VI, CIVIL RIGHTS ACT of 1964

TITLE IX, EDUCATION AMENDMENTS OF 1972

VOCATIONAL REHABILITATION ACT OF 1973, SECTIONS 503 AND 504

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Policy adopted: September 10, 1998

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 5131 CONDUCT (FIRST READING)***
DATE: July 31, 2012

BACKGROUND INFORMATION:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

Board Policy 5131 is updated to reflect new law AB 9, which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics. Policy also expands item #4 to clarify that the district is not responsible for students' personal belongings brought on campus or to a school activity and replaces section on cell phone possession and use with new item #6, which prohibits use during instructional time with specified exceptions. Material on prevention and intervention of bullying and cyberbullying moved to Board Policy 5131.2 Bullying (new), which is being presented for first reading under separate cover.

Text to be deleted is indicated by strike-through and new language has been added in bold.

RECOMMENDATION

It is recommended that revisions to Board Policy 5131 Conduct be approved for first reading, with necessary changes as indicated by the Board of Trustees.

CONDUCT

The Board of Trustees believes that all students have the right to be educated in a positive learning environment free from disruptions. ~~To maintain such an environment, students, parents/guardians, staff and the Board all must understand and fulfill their responsibilities related to student conduct. The Board is responsible for prescribing behavioral and disciplinary guidelines for students. The Board shall give certificated staff all reasonable support with respect to student conduct and discipline.~~ **Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or using district transportation.**

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.1 - Bus Conduct)

(cf. 5137 - Positive School Climate)

The Superintendent or designee shall ensure that each school develops standards of conduct and discipline consistent with Board policies and administrative regulations. Students and parents/guardians shall be notified of district and school rules related to conduct.

Student Responsibilities

~~The Board believes that it is important for students to understand that they have a choice to make regarding their actions and that appropriate conduct benefits both themselves and others. Students are encouraged to freely express their individuality as long as this expression does not infringe upon the rights of others or interfere with the instructional program. Behavior is considered appropriate when students are diligent in study, neat and clean, careful with school property, respectful towards their teachers and courteous to other students, staff and volunteers. Students are expected to be punctual and regular in attendance and to remain on school premises in accordance with school rules. They are further expected to refrain from profane, vulgar or abusive language.~~

(cf. 5137 - Positive School Climate)

(cf. 5145.2 - Freedom of Speech/Expression: Publications Code)

(cf. 5145.7 - Sexual Harassment)

Prohibited student conduct includes, but is not limited to:

1. ~~Behavior~~ **Conduct** that endangers ~~staff and/or students~~ **students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats**

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5142 - Safety)

(cf. 0450 - Comprehensive Safety Plan)

Students

CONDUCT

~~(cf. [5136](#) - Gangs)~~

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hate-motivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

2. 3. Behavior Conduct that disrupts the orderly classroom or school environment

(cf. [5131.4](#) - Campus Disturbances)

~~3. Harassment of students or staff, including bullying, intimidation, so-called “cyberbullying,” hazing, or any other verbal, written or physical conduct that causes or threatens to cause bodily harm or emotional suffering~~

~~Cyberbullying includes the posting of harassing messages, direct threats, social cruelty, or other harmful text or images on the Internet, social networking sites, or other digital technologies as well as breaking into another person’s account and assuming that person’s identity in order to damage that person’s reputation or friendships.~~

~~*(cf. [5145.3](#) - Nondiscrimination/Harassment)*~~

~~*(cf. [5145.7](#) - Sexual Harassment)*~~

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

4. Willful defiance of staff's authority

4. 5. Damage to or theft of property belonging to students, staff, or the district

(cf. [3515.4](#) - Recovery for Property Loss or Damage)

(cf. [5131.5](#) - Vandalism, ~~Theft~~ and Graffiti)

The district shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

6. Obscene acts or ~~U~~ use of profane, vulgar or abusive language

(cf. [5145.2](#) - Freedom of Speech/Expression)

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

CONDUCT

(cf. [5131.6](#) - *Alcohol and Other Drugs*)

(cf. [5131.62](#) - *Tobacco*)

(cf. [5131.63](#) - *Steroids*)

~~5. 8.~~ Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose, ~~including employment~~ (Penal Code [417.27](#))

Prior to bringing a laser pointer onto school premises **for valid instructional or school-related purpose**, students shall first obtain permission from the principal or designee. ~~who shall determine whether the laser pointer will be used for a valid instructional or other school-related purpose.~~

9. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time

Such devices shall be turned off in class, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee, and at any other time directed by a district employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person.

No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

~~7. 10.~~ Plagiarism or dishonesty in school work or on tests

(cf. [5131.9](#) - *Academic Honesty*)

(cf. [6162.54](#) - *Test Integrity/Test Preparation*)

(cf. [6162.6](#) - *Use of Copyrighted Materials*)

(cf. [6163.4](#) - *Student Use of Technology*)

~~8. 11.~~ Inappropriate ~~dress~~ **attire**

(cf. [5132](#) - *Dress and Grooming*)

~~9. 12.~~ Tardiness and unexcused absence from school

(cf. [5113](#) - *Absences and Excuses*)

(cf. [5113.1](#) - *Chronic Absence and Truancy*)

~~10. 13.~~ Failure to remain on school premises in accordance with school rules

(cf. [5112.5](#) - *Open/Closed Campus*)

Students

BP 5131(d)

CONDUCT

Bullying/Cyberbullying

The Board desires to prevent bullying by establishing a positive, collaborative school climate and clear rules for student conduct.

The District may provide students instruction in the classroom or other school settings that promotes communication, social skills, and assertiveness skills and may involve parents/guardians, staff and community members in the development of strategies to prevent and respond to bullying.

School staff may receive related professional development including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians also may be provided with similar information.

Students may submit a verbal or written complain of conduct they consider to be bullying to a teacher or administrator and may also request that their name be kept in confidence. The superintendent or designee may establish other processes whereby students may submit anonymous reports of bullying. Complaints of bullying or harassment shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7—Sexual Harassment.

When a student is suspected of or reported to be using electronic or digital communications to engage in cyberbullying against other students or staff or to threaten district property, the investigation shall include documentation of the activity, identification of the source, and a determination of the impact or potential impact on school activity or school attendance. Students shall be encouraged to save and print any messages sent to them that they feel constitutes cyberbullying and to notify a teacher or administrator so that the matter may be investigated.

Cyberbullying conducted using district-owned equipment or on school premises, as well as off-campus cyberbullying that impacts school activity or school attendance, may be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting harmful material, the superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Possession of Cellular Phones, iPods, MP3 Players and Other Electronic Devices

However, students may possess or use electronic signaling devices, including but not limited to pagers, beepers and cellular/digital telephones, iPods and MP3 players provided that such devices are turned off so they do not disrupt the educational program or school activities and are not used for illegal or unethical activities such as texting, cheating on assignments or tests.

CONDUCT

~~If disruption occurs, an employee will confiscate the device until the end of the class period, school day or activity as determined by the teacher, principal or designee. No student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to health related purposes. (Education Code [48901.5](#)) During an emergency affecting the school or community, use of cell phones shall be allowed.~~

~~In accordance with the Board's policy and administrative regulation on search and seizure, a school official may search a student's mobile communications device including, but not limited to, reviewing messages or viewing pictures.~~

~~Students who violate this policy may be prohibited from possessing a mobile communications device at school or at school related events and/or may be subject to further discipline including suspension. (i.e. "disruption of school activities or willful defiance of school officials.") Ed. Code 48900 (k)~~

~~Students who violate this policy may be prohibited from possessing a mobile communications device at school or at school related events and/or may be subject to further discipline including suspension. (i.e. "disruption of school activities or willful defiance of school officials.") Ed. Code 48900 (k)~~

~~1. The Fountain Valley School District assumes no liability for the loss, theft, or damage to electronic devices brought to school.~~

Enforcement of Standards

~~Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.~~

~~Students who habitually violate school rules or who commit serious offenses will be referred to Fountain Valley School District's School Attendance Review Board to be considered for a disciplinary transfer. The SARB board shall review the behavior infraction(s) and may establish a student disciplinary contract. If the student violates any portion of the contract, he/she may be subject to transfer to another school setting or an alternative educational program. Additionally, students who violate rules and regulations may be subject to other discipline including suspension, expulsion, exclusion, disciplinary transfer or contact with local law enforcement as appropriate. Students shall receive regular instruction in district and school rules and regulations related to conduct.~~

CONDUCT

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 - Search and Seizure.

(cf. 5145.12 - Search and Seizure)

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a district employee may confiscate the device. ~~In accordance with the Board's policy and administrative regulation on search and seizure,~~ A school official may search a student's mobile communications device including, but not limited to, reviewing messages or viewing pictures. Students **in violation of Board policy may be prohibited from possessing a mobile communications device at school or at school-related events.**

Students who violate district or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or cocurricular activities or other privileges in accordance with Board policy and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

(cf. ~~5131.1 - Bus Conduct~~)

(cf. ~~5142 - Safety~~)

(cf. ~~5112.2 - Exclusions from Attendance~~)

(cf. ~~5113 - Absences & Excuses~~)

*(cf. **1020 - Youth Services**)*

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5020 - Parent Rights and Responsibilities)

*(cf. **5127 - Promotion Ceremonies and Activities**)*

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

(cf. 6020 - Parent Involvement)

*(cf. **6145 - Extracurricular and Cocurricular Activities**)*

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

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

CONDUCT

Students also may be subject to discipline, in accordance with law, Board policy, or administrative regulation, for any off-campus conduct during nonschool hours which is ~~related to school activity or attendance and~~ poses a threat or danger to the safety of students, staff, or district property, or **substantially** disrupts ~~the orderly delivery of the educational program~~ **school activities**.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32280-32289 Comprehensive safety plan

35181 Governing board authority to set policy on responsibilities of students

35291-35291.5 Rules

44807 Duty concerning conduct of students

48900-48925 Suspension or expulsion, ~~especially:~~

~~48908 Duties of students~~

51512 Prohibition use of electronic listening or recording device in classroom without permission

CIVIL CODE

1714.1 Liability of parents and guardians for willful misconduct of minor

PENAL CODE

288.2 Harmful matter with intent to seduce

313 Harmful matter

417.25-417.27 Laser scope

647 Use of camera or other instrument to invade person's privacy; misdemeanor

~~647.7 Use of camera or other instrument to invade person's privacy; punishment~~

653.2 Electronic communication devices, threats to safety

VEHICLE CODE

23123-23124 Prohibitions against use of electronic devices while driving

CODE OF REGULATIONS, TITLE 5

300-307 Duties of pupils

UNITED STATES CODE, TITLE 42

2000h-2000h6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

New Jersey v. T.L.O., (1985) 469 U.S. 325

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Policy adopted: ~~June 4, 2009~~

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 5144.1 SUSPENSION/EXPULSION
(FIRST READING)***
DATE: July 31, 2012

BACKGROUND INFORMATION:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

Board Policy 5144.1 has been reorganized to include language requiring fair, consistent enforcement of suspension and expulsion rules in response to new U.S. Department of Education and Office of Civil Rights findings regarding disproportionate rates of suspension/expulsion by race and ethnicity, gender, and disability. Regulation was also reorganized to reflect new law AB 746, which expands the definition of bullying committed by means of an electronic act to include posting of messages on social media networks, and new law AB 143, which requires that, when law enforcement officials are notified of certain acts by students with disabilities, they must certify that specified student records will not be disclosed without prior written consent.

Text to be deleted is indicated by strike-through and new language has been added in bold.

RECOMMENDATION

It is recommended that revisions to Board Policy 5144.1 Suspension/Expulsion be approved for first reading, with necessary changes as indicated by the Board of Trustees.

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.~~ **desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.**

(cf. 5131 - Conduct)
(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.

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

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

(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)

Suspended or expelled students shall be ~~excluded from all school-related~~ **denied the privilege of participation in all** extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

SUSPENSION AND EXPULSION/DUE PROCESS

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.

~~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, **hearings**, 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))

Removal from Class by a Teacher and Parental Attendance

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the student and his/her parents/guardians and to improve classroom behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

SUSPENSION AND EXPULSION/DUE PROCESS

A parent/guardian who has received a written notice shall attend class as specified in the notice. 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)

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other means that maintains the confidentiality of the student's records.

(cf. 5125 - Student Records)

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

(cf. 5145.6 - Parental Notifications)

~~On-Campus Suspension Program~~ Supervised Suspension Classroom

~~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.~~

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee shall establish a supervised classroom suspension program which meets the requirements of law. The use of such alternatives does not preclude off-campus suspensions.

SUSPENSION AND EXPULSION/DUE PROCESS

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 required parental attendance for cases in which they have 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 **and administrative regulation.**

Legal Reference:

EDUCATION CODE

212.5 *Sexual harassment*

1981 *Enrollment of students in community school*

SUSPENSION AND EXPULSION/DUE PROCESS

~~233 Hate violence reduction~~

1981 Enrollment of students **in community school**

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

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

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

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

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

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

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

SUSPENSION AND EXPULSION/DUE PROCESS

~~6301—8962 Improving America's Schools Act, especially:~~

~~8921—8922 Gun-Free Schools Act of 1994~~

~~7151 Gun free schools~~

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321

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)~~

84 Ops.Cal.Atty.Gen. 146 (2001)

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

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

Policy
adopted: ~~March 29, 2001~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

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)

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

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, **including** suspension and expulsion. Transfer students and their

SUSPENSION AND EXPULSION/DUE PROCESS

parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

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

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:~~

Any student, including a student with disabilities, may be subject to suspension or expulsion when it is determined that he/she:

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

1. Caused, attempted to cause or threatened to cause physical injury to another person or willfully used force or violence upon the **another** person, ~~of another~~ except in self defense (~~battery~~). (Education Code 48900 (a), ~~Penal Code 242~~)

A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, such a student may be suspended or expelled pursuant to Education Code 48900(a) when he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))

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

SUSPENSION AND EXPULSION/DUE PROCESS

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 **such** 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))
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))

(cf. 5131.62 - Tobacco)

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))

(cf. 5131.4 - Student Disturbances)

12. Knowingly received stolen school property or private property (Education Code 48900(l))

SUSPENSION AND EXPULSION/DUE PROCESS

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))

Imitation firearm means 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 **and/or** retaliating against that student for being a witness ~~or both~~ (Education Code 48900(o) ~~Penal Code 139~~)
16. **Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))**
17. **Engaged in, or attempted to engage in, hazing (Education Code 48900(q))**

Hazing means a method of initiation or pre initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

- ~~16.~~ **18** Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (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:~~ **when it is determined that he/she:**

SUSPENSION AND EXPULSION/DUE PROCESS

17. **19** Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

(cf. 5145.7 - Sexual Harassment)

18. **20** 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)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

(cf. 5145.9 - Hate-Motivated Behavior)

19. **21** ~~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~~ **engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)**

(cf. 5145.3 - Nondiscrimination/Harassment)

22. **Engaged in an act of bullying, including, but not limited to, bullying by means of an electronic act, directed toward a student or school personnel. (Education Code 48900(r))**

Bullying means one or more acts by a student or group of students that constitute sexual harassment pursuant to Education Code 48900.2, as defined

SUSPENSION AND EXPULSION/DUE PROCESS

in item #19 above; hate violence pursuant to Education Code 48900.3, as defined in item #20 above; or harassment, threats, or intimidation pursuant to Education Code 48900.4, as defined in item #21 above. (Education Code 32261)

Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. (Education Code 32261)

(cf. 1114 - District-Sponsored Social Media)
(cf. 5131.2 - Bullying)

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, **at any time**, including, but not limited to, the following circumstances: (Education Code 48900)

1. While on school grounds
2. While going to or coming from school
(cf. 5131.1 - Bus Conduct)
3. During the lunch period, whether on or off the school campus
(cf. 5112.5 - Open/Closed 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 and Parental Attendance

A teacher may ~~suspend~~ **remove** 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)

SUSPENSION AND EXPULSION/DUE PROCESS

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 or designee** for appropriate action. ~~The student~~ **If that action requires the continuing presence of the student at school, he/she** shall be appropriately supervised during the class periods from which he/she has been removed. **(Education Code 48910)**

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~~ **shall** attend if either the parent/guardian or teacher so requests. **(Education Code 48910)**

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~~ **require** 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)

The notice shall specify that the attendance may be on either the date the student is scheduled to return to class or within one week thereafter.

Suspension by Superintendent, Principal or Designee

The Superintendent, principal or designee may suspend a student **for any of the acts listed in "Grounds for Suspension and Expulsion" above. A student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student.** **(Education Code 48900.5)**

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~~Suspension also may be imposed upon a first offense if the Superintendent, principal or designee.~~ **However, the Superintendent, principal, or designee may impose a suspension upon a first offense if he/she** determines that 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)

In addition, ~~T~~ the Superintendent, principal, 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, 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
5. **Possessing an explosive as defined in 18 USC 921**

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)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the 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, **48911**, 48912)

(cf. 6184 - Continuation Education)

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

Suspensions shall be initiated according to the following procedures:

1. Informal Conference

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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~~ **and** 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~~ **involving** 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**(e)**)

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. **(Education Code 48911)**

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 **specific offense committed by the student**. **(Education Code 48900.8)**

In addition, the notice may state ~~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~~ **may** meet or speak with the parent/guardian to discuss the causes and duration of the

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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~~ **his/her child'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 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. **(Education Code 35146, 48912)**

(cf. 9321 – Closed Session Purposes and Agendas)

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The Board shall provide the student and his/her parent/guardian with written notice of the closed session by **registered or certified mail or personal service**. 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)

Supervised Suspension Classroom

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised suspension classroom in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

- 1. The supervised suspension classroom shall be staffed in accordance with law.**
- 2. The student shall have access to appropriate counseling services.**
- 3. The supervised suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.**
- 4. Each student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.**

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

The Board shall expel, as required by law, any student found to have committed ~~certain~~ any offenses listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

~~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,~~

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~~Superintendent, hearing officer or administrative panel, based on a finding of one or both of the following: (Education Code 48915 (b) and 48915 (e))~~

For all other grounds listed above under "Grounds for Suspension and Expulsion," the Board shall order a student expelled upon the recommendation of the Superintendent, principal, or designee, only if the Board makes a finding of either or both of the following: (Education Code 48915(b) and (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))~~

Mandatory Recommendation for Expulsion

Unless the Superintendent, principal, or designee 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 11053-11058~~, 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 Superintendent, principal, or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915 (c))

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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, **the Board shall expel the student. (Education Code 48915)**

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

Student's Right to Expulsion Hearing

~~The student is~~ **Any student recommended for expulsion shall be** entitled to a hearing to determine whether ~~the student~~ **he/she** should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that **the student has committed** 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 **during the regular school year** 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)).

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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~~ **at** the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

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 N~~ notice of the ~~Expulsion Hearing~~ shall include: (Education Code ~~48900.8~~, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, ~~and~~ charges, **and offense** 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) or (c).

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(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 **legal** counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

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. **(Education Code 48918(c))**

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 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

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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 **pursuant to Education Code 48900 and** listed in "Grounds for Suspension and Expulsion" above. (**Education Code 48918(h)**)

Findings of fact shall be based solely on the evidence at the hearing. While no ~~decision to expel~~ **finding** 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)

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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, **48918.5**)
 - 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.
 - (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.

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- (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," **including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed.** (Education Code 48918(a) and (d))

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 **expulsion proceeding shall be terminated and the student shall be immediately reinstated.** The Superintendent or designee shall place the

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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. **The decision to not recommend expulsion shall be final.** (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))

In accordance with Board policy, ~~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" (Education Code 48917, 48918))~~

~~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~~ **shall** 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. **If an expulsion is ordered during summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred.** (Education Code 48916)

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

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

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

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) (e), Education Code 48900.2 48900.4 and Education Code 48915 (e)~~ **above under "Grounds for Suspension and Expulsion"** (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

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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 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. (**Education Code 48917**)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (**Education Code 48917**)
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. (**Education Code 48917**)
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. (**Education Code 48917**)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (**Education Code 48917**)
- ~~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. 6. 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., **the alternative educational placement to be provided to the student during the period of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of his/her status**

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with the expelling district, pursuant to Education Code 48915.1(b).
(Education Code 48918(j))

7. 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. **(Education Code 48917)**

~~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.~~

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)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request.
(Education Code 48919)

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 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. **In addition, law enforcement authorities shall be notified regarding any acts by students regarding the possession, sale, or furnishment of firearms, explosives, or other dangerous weapons in violation of Education Code**

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48915(c)(1) or (5) or 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)

Post-Expulsion Placements

The Board shall refer expelled students to a program of study that ~~meets all the following conditions~~ is: (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

(cf. 6158 - Independent Study)

(cf. 6185 - Community Day School)

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 **comprehensive** 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)

SUSPENSION AND EXPULSION/DUE PROCESS

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.
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~~ **district** shall maintain a record of each **suspension and** expulsion, including ~~the its cause(s) of the expulsion.~~ **(Education Code 48900.8)**

~~The~~ **Expulsion** records 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~~ **upon** written request by ~~the admitting~~ **that** school. (Education Code 48918(k))

SUSPENSION AND EXPULSION/DUE PROCESS

(cf. 5125 - Student Records)

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)

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)~~

~~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 **48900.8**, 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

Students

AR 5144.1(z)

SUSPENSION AND EXPULSION/DUE PROCESS

Regulation

approved: ~~August 7, 2001~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California

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)
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Recommend expulsion to Board of Trustees, but	recommend suspending the expulsion and transferring the student to another school in the district.
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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.



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 5145.3***
NONDISCRIMINATION/HARASSMENT (FIRST READING)
DATE: July 25, 2012

BACKGROUND INFORMATION:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

Revisions to Board Policy 5145.3 reflect new law AB 9, which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specific characteristics, including gender identity and gender expression. The update also includes language prohibiting retaliation against students who file a complaint or report, and requires related training of students, parents/guardians, and employees.

Text to be deleted is indicated by strike-through and new language has been added in bold.

RECOMMENDATION

It is recommended that revisions to Board Policy 5145.3 Nondiscrimination/Harassment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

NONDISCRIMINATION/HARASSMENT (continued)

~~District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.~~

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

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

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

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

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

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

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

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

~~The Board of Trustees shall ensure equal opportunities for all students in admission and access to the educational program, guidance and counseling programs, athletic programs, testing procedures and other activities. Eligibility for choral and cheerleading groups shall be determined solely on the basis of objective competencies. School staff and volunteers shall carefully guard against segregation, bias and stereotyping in instruction, guidance and supervision.~~

(cf. [1240](#) - Volunteer Assistance)

(cf. [6162.5](#) - Student Assessment)

~~The schools may provide girls and boys with separate human growth and development classes in order to protect student modesty. In physical education, when objective standards have an adverse effect on students because of their gender, race, ethnic group or disability, other standards shall be used to measure achievement and create comparable educational opportunities.~~

~~The Board prohibits intimidation or harassment of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to student conduct which may interfere with another student's ability to participate in or benefit from school services, activities or privileges.~~

(cf. [5145.2](#) - Freedom of Speech/Expression: Publications Code)

(cf. [5145.7](#) - Sexual Harassment)

NONDISCRIMINATION/HARASSMENT (continued)

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

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation, or bullying.

In providing instruction, guidance, supervision, or other services to district students, employees and volunteers shall carefully guard against segregating or stereotyping students.

(cf. 1240 - Volunteer Assistance)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6164.2 - Guidance/Counseling Services)

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

Students who ~~harass other students~~ engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate counseling and discipline, up to and including expulsion discipline, up to and including counseling, suspension, and/or expulsion. ~~Any~~ Any employee who permits or engages in harassment may prohibited discrimination, harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)

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

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

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

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

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

(cf. 5145.2 - Freedom of Speech/Expression)

NONDISCRIMINATION/HARASSMENT (continued)

Grievance Procedures

~~The Board designates the following position as Coordinator for Nondiscrimination:~~
The following position is designated Coordinator for Nondiscrimination to handle complaints regarding discrimination, harassment, intimidation, or bullying, and to answer inquiries regarding the district's nondiscrimination policies:

~~Assistant Superintendent, Personnel~~
Executive Director, Personnel
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3225 3231

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

~~Any student who feels that he/she is being harassed should immediately contact the principal or designee. Any student who observes an incident of harassment should report the harassment to a school employee, whether or not the victim files a complaint.~~ **has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator, the principal, or any other staff member. In addition, any student who observes any such incident should report the incident to the Coordinator or principal, whether or not the victim files a complaint.**

~~Employees who become aware of an act of harassment shall immediately report the incident to the Coordinator for Nondiscrimination. Upon receiving a complaint of discrimination or harassment, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7-- Sexual Harassment. Where the Coordinator finds that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.~~

~~The Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.~~

Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the Coordinator or principal, whether or not the victim files a complaint.

In addition, the employee shall immediately intervene when safe to do so.
(Education Code 234.1)

NONDISCRIMINATION/HARASSMENT (continued)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with the site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

(cf. 5145.7 - Sexual Harassment)

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, intimidation, or bullying, and the resources that are available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 6163.4 - Student Use of Technology)

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination on the basis of sex, especially:

[221.5](#) Prohibited sex discrimination

[221.7](#) School-sponsored athletic programs; prohibited sex discrimination

[48900.3](#) Suspension or expulsion for act of hate violence

[48900.4](#) Suspension or expulsion for threats or harassment

[48904](#) Liability of parent/guardian for willful student misconduct

[48907](#) Student exercise of free expression

[48950](#) Freedom of speech

48985 Translation of notices

[49020-49023](#) Athletic programs

[51006-51007](#) Equitable access to technological education programs

[51500](#) Prohibited instruction or activity

[51501](#) Prohibited means of instruction

[60044](#) Prohibited instructional materials

CIVIL CODE

[1714.1](#) Liability of parents/guardians for willful misconduct of minor

PENAL CODE

NONDISCRIMINATION/HARASSMENT (continued)

~~[22.6](#) *Interference with constitutional right or privilege*~~

~~422.55~~ *Definition of hate crime*

~~422.6~~ *Crimes, harassment*

~~[CODE OF REGULATIONS, TITLE 5](#)~~

~~[4621](#) *District policies and procedures*~~

~~[4622](#) *Notice requirements*~~

~~4600-4687~~ *Uniform Complaint Procedures*

~~4900-4965~~ *Nondiscrimination in elementary and secondary education programs*

~~[UNITED STATES CODE, TITLE 20](#)~~

~~1681-1688~~ *Title IX of the Education Amendments of 1972*

~~[UNITED STATES CODE, TITLE 42](#)~~

~~[2000d-2000e-17](#) *Title VI & VII Civil Rights Act of 1964 as amended*~~

~~[2000h-2-2000h-6](#) *Title IX, 1972 Education Act Amendments of the Civil Rights Act of 1964*~~

~~[CODE OF FEDERAL REGULATIONS, TITLE 34](#)~~

~~[100.3](#) *Prohibition of discrimination on basis of race, color or national origin*~~

~~[104.7](#) *Designation of responsible employee for Section 504*~~

~~[106.8](#) *Designation of responsible employee for Title IX*~~

~~[106.9](#) *Notification of nondiscrimination on basis of sex*~~

~~[COURT DECISIONS](#)~~

~~*Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567*~~

~~*Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130*~~



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 5145.7 SEXUAL HARASSMENT
(FIRST READING)***
DATE: July 26, 2012

BACKGROUND INFORMATION:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring policies to the Board of Trustees for revision due to changes in Education Code or statute. The District is informed of such changes by the California School Boards Association or Orange County Department of Education through alerts to districts regarding mandated changes.

Revisions to Board Policy 5145.7 has been updated to reflect new Office of Civil Rights (OCR) guidance, which clarifies that (1) sexual violence is a form of sexual harassment that must be addressed by districts in the same way as other forms of sexual harassment; (2) districts should provide information about the rights of students and parents/guardians to file a criminal complaint of sexual harassment as applicable; and (3) districts should respond to sexual harassment that comes to their attention even when a victim requests anonymity. Regulation is also updated to add sexual assault, sexual battery, and sexual coercion to examples of sexual harassment per OCR guidance, and includes district obligation to respond to student-on-student sexual harassment which occurs off school grounds or outside school-sponsored or school-related programs or activities, since the sexual harassment may still create a hostile environment for the victim at school.

Text to be deleted is indicated by strike-through and new language has been added in bold.

RECOMMENDATION

It is recommended that revisions to Board Policy 5145.7 Sexual Harassment be approved for first reading, with necessary changes as indicated by the Board of Trustees.

SEXUAL HARASSMENT

The Board of Trustees is committed to maintaining a ~~learning~~ **safe school** environment that is free ~~of~~ **from** harassment **and discrimination**. The Board prohibits the ~~unlawful~~ sexual harassment of ~~any student by any employee, student, or other person at school or at any school-related activity.~~ **students at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who files a complaint, testifies, or otherwise participates in district complaint processes.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - ~~Family Life/Sex Education~~ Sexual Health and HIV/AIDS Prevention Instruction)

Instruction/Information

The Superintendent or designee shall ensure that ~~students receive age-appropriate information related to sexual harassment. Students shall be assured that they need not endure any form of sexual behavior or communication. They shall further be assured that they need not endure, for any reason, any harassment which impairs the educational environment or a student's emotional well-being at school.~~ **all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:**

(cf. 5131.5 - Vandalism, Theft and Graffiti)

(cf. 5137 - Positive School Climate)

(cf. 5141.41 - Child Abuse Prevention)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - ~~Family Life/Sex Education~~)

- 1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence**
- 2. A clear message that students do not have to endure sexual harassment**
- 3. Encouragement to report observed instances of sexual harassment, even where the victim of the harassment has not complained**
- 4. Information about the district's procedure for investigating complaints and the person(s) to whom a report of sexual harassment should be made**
- 5. Information about the rights of students and parents/guardians to file a criminal complaint, as applicable**

SEXUAL HARASSMENT (continued)

~~Any student who engages in the sexual harassment of anyone at school or at a school related activity shall be subject to disciplinary action. For students in grades K-3, this disciplinary action shall depend on the maturity of the students and the circumstances involved. For students in grades 4 through 8, the disciplinary action may include suspension and/or expulsion provided that in imposing such discipline the entire circumstances of the incident(s) shall be taken into account.~~

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

~~Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.~~

~~(cf. 4118 Suspension/Disciplinary Action)~~

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

~~(cf. 5141.4 Child Abuse Reporting Procedures)~~

~~Students shall be informed that they should immediately report any incidents to a school employee if they feel they are being harassed. Within 24 hours, staff shall report complaints of sexual harassment to the principal or designee or to the District's Title IX Officer. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained to the principal or the designee.~~

~~The principal or designee shall immediately investigate any report of the sexual harassment of a student. Upon verifying that sexual harassment occurred, he/she shall ensure that appropriate action is promptly taken to end the harassment, address its effects on the person subjected to the harassment, and prevent any further instances of the harassment. In addition, the student may file a formal complaint with the Superintendent or designee in accordance with the district's uniform complaint procedures.~~

~~(cf. 1312.3 Uniform Complaint Procedures)~~

~~The district prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.~~

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

Complaint Process

Any student who feels that he/she is being or has been sexually harassed on school

SEXUAL HARASSMENT (continued)

grounds or at a school-sponsored or school-related activity (e.g., by a visiting athlete or coach) shall immediately contact his/her teacher or any other employee. An employee who receives such a complaint shall report it in accordance with administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.

Disciplinary Actions

Any student who engages in sexual harassment or sexual violence at school or at a school-sponsored or school-related activity is in violation of this policy and shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

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

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

Confidentiality and Record-Keeping

All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

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

(cf. 5125 - Student Records)

The Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in the schools.

Legal Reference:

EDUCATION CODE

~~200-240-262.4 Prohibition of discrimination on the basis of sex, especially:~~

~~212.5 Sexual harassment~~

~~212.6 Sexual harassment policy~~

~~230 Particular practices prohibited~~

~~48900 Grounds for suspension or expulsion~~

SEXUAL HARASSMENT (continued)

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, 1972 Education Act Amendments discrimination

UNITED STATES CODE, TITLE 42

2000d & 2000e et seq. Title VI & Title VII, Civil Rights Act of 1964 as amended

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

106.1-106.71 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

~~Franklin v. Gwinnet County Schools (1992) 112 S. Ct. 1028~~

~~Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567~~

~~Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130~~

~~Reese v. Jefferson School District, (2001, 9th Cir.) 208 F.3d 736~~

~~Davis v. Monroe County Board of Education, (1999) 526 U.S. 629~~

~~Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274~~

~~Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473~~

~~Doe v. Petaluma City School District (1995, 9th Cir.) 54 F.3d 1447~~

~~Clyde K. v. Puyallup School District #3 (1994) 35 F.3d 1396~~

~~Oona R. S. etc. v. Santa Rosa City Schools et al (1995) 890 F.Supp. 1452~~

~~Patricia H. v. Berkeley Unified School District (1993) 830 F.Supp. 1288~~

~~Rosa H. v. San Elizario Ind. School District, 887 F. Supp. 140, 143 (W.D. Tex. 1995)~~

~~Davis v. Monroe County Board of Education (1996, 11th Cir.) 74 F.3d 1186 Kelson v. City of Springfield,~~

~~Oregon (1985, 9th Cir.) 767 F.2d 651~~

Policy
adopted: June 7, 2000

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

SEXUAL HARASSMENT

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, **unwanted** requests for sexual favors, and other **unwanted** verbal, visual or physical conduct of a sexual nature ~~when:~~ **made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions:** (Education Code 212.5; **5 CCR 4916**)

1. Submission to the conduct is explicitly or implicitly made a term or condition of ~~an individual's~~ **a student's** academic status or progress.
2. Submission to or rejection of the conduct by ~~an individual~~ **a student** is used as the basis for academic decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact on the ~~individual's~~ **student's** academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the ~~individual~~ **student** is used as the basis for any decision affecting the ~~individual~~ **student** regarding benefits and services, honors, programs, or activities available at or through ~~the school.~~ **any district program or activity.**

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

Examples of \mp **types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:**

1. Unwelcome **leering**, sexual flirtations, or propositions
2. **Unwelcome** ~~&~~ sexual slurs, ~~leering~~, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, **derogatory posters**, notes, stories, **cartoons**, drawings, pictures or **obscene** gestures, **or computer-generated images of a sexual nature**
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class

SEXUAL HARASSMENT (continued)

7. Massaging, grabbing, fondling, stroking, or brushing the body

7. 8. Touching an individual's body or clothes in a sexual way

~~8. Purposefully cornering or blocking normal movements~~

9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex

~~9. Limiting a student's access to educational tools~~

10. Displaying sexually suggestive objects

11. Sexual assault, sexual battery, or sexual coercion

~~The superintendent or designee shall ensure that all students receive age-appropriate instruction and information on sexual harassment. Such instruction shall include:~~

- ~~1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same gender~~
- ~~2. A clear message that students do not have to endure sexual harassment. Students should be encouraged to report observed instances of sexual harassment even where the victim of the harassment has not complained.~~
- ~~3. Information about the person(s) to whom a report of sexual harassment should be made.~~

Responsibility

- ~~1. Any employee having knowledge of conduct by another employee, volunteer, student or individual in the school community which may constitute sexual harassment of students is required to immediately report such conduct to any of the individuals specified in this policy.~~
- ~~2. Employees are hereby placed on notice that if an employee engages in acts which the district determines to be acts of sexual harassment, such acts are outside of the scope and course of the employee's employment. Such conduct may result in the employee having to obtain his/her own legal counsel, and sexual harassment or unlawful discrimination may result in a money judgment against the employee personally.~~
- ~~3. Private, personal, consensual conduct may at some point become unwelcome. Any student advised that a fellow student now believes certain conduct to be unwelcome shall cease such conduct immediately. Any conduct of a sexual nature following such~~

SEXUAL HARASSMENT (continued)

- ~~notice may be determined to be sexual harassment. Students who participate in a consensual relationship, and who at some point wish to discontinue the relationship, should tell the other participant, wither verbally or in writing, that the conduct is no longer consensual or welcome and therefore all such conduct must cease.~~
4. ~~All employees shall cooperate with any investigation of an alleged act of sexual discrimination/harassment conducted by the district or by an appropriate state or federal agency. No employee of the district shall take any action to discourage a victim of harassment from reporting such an instance.~~

Notifications

~~A copy of the district's sexual harassment policy and regulation shall:~~

1. ~~Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980)~~

~~(cf. 5145.6 Parental Notifications)~~

2. ~~Be displayed in a prominent location near each school principal's office (Education Code 212.6)~~
3. ~~Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session (Education Code 212.6)~~
4. ~~Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures and standards of conduct (Education Code 212.6)~~
5. ~~Be provided to employees and employee organizations~~

Investigation of Complaints at School (Site-Level Grievance Procedure)

1. ~~The principal or designee shall promptly investigate all complaints of sexual harassment. In so doing, he/she shall talk individually with:~~
- a. ~~The student who is complaining~~
 - b. ~~The person accused of harassment~~
 - c. ~~Anyone who saw the harassment take place~~
 - d. ~~Anyone mentioned as having related information~~

SEXUAL HARASSMENT (continued)

- ~~2. The student who is complaining shall have an opportunity to describe the incident, present witnesses and other evidence of the harassment, and put his/her complaint in writing.~~
- ~~3. The principal or designee shall discuss the complaint only with the people described above. When necessary to carry out his/her investigation or for other good reasons that apply to the particular situation, the principal or designee also may discuss the complaint with the following persons:~~
 - ~~a. The Superintendent or designee~~
 - ~~b. The parent/guardian of the student who complained~~
 - ~~c. The parent/guardian of the person accused of harassing someone~~
 - ~~d. A teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth~~
 - ~~e. Child protective agencies responsible for investigating child abuse reports~~
 - ~~f. Legal counsel for the district~~

~~(cf. 5141.41 Child Abuse Prevention)~~

- ~~4. When the student who complained and the person accused of harassment so agree, the principal or designee may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided.~~
- ~~5. The principal or designee shall tell the student who complained that he/she has the right to file a formal complaint at any time in accordance with the district's uniform complaint procedures. If the student wishes to file a formal complaint, the principal or designee shall assist the student in doing this.~~

~~(cf. 1312.3 Uniform Complaint Procedures)~~

- ~~6. In reaching a decision about the complaint, the principal or designee may take into account:~~
 - ~~a. Statements made by the persons identified above~~
 - ~~b. The details and consistency of each person's account~~
 - ~~c. Evidence of how the complaining student reacted to the incident~~

SEXUAL HARASSMENT (continued)

- d. ~~Evidence of past instances of harassment by the accused person~~
 - e. ~~Evidence of past harassment complaints that were found to be untrue~~
7. ~~To judge the severity of the harassment, the principal or designee may take into consideration:~~
- a. ~~How the misconduct affected one or more students' education~~
 - b. ~~Prior complaints against the perpetrator~~
 - c. ~~The type, frequency and duration of the misconduct~~
 - d. ~~The number of persons involved~~
 - e. ~~The age and sex of the person accused of harassment~~
 - f. ~~The subject(s) of harassment~~
 - g. ~~The place and situation where the incident occurred~~
 - h. ~~Other incidents at the school, including incidents of harassment that were not related to sex~~
8. ~~The principal or designee shall write a report of his/her findings, decision, and reasons for the decision.~~
9. ~~The principal or designee shall give the Superintendent or designee the written report of the complaint and investigation. If he/she verifies that sexual harassment occurred, this report shall describe the actions he/she took to end the harassment, address the effects of the harassment on the person harassed, and prevent retaliation or further harassment.~~
10. ~~Within two weeks after receiving the complaint, the principal or designee shall determine whether or not the student who complained has been further harassed. The principal shall continue this follow up at his/her discretion.~~

Investigation of Complaints at the District Level (Formal Procedure)

~~If the complaint is not resolved to the satisfaction of the student or his/her parent/guardian in the informal process, the student or his/her parent(s)/guardian(s) may file a formal complaint in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.~~

School-Level Complaint Process/Grievance Procedure

Complaints of sexual harassment, or any behavior prohibited by the district's Nondiscrimination/Harassment policy - BP 5145.3, shall be handled in accordance with the following procedure:

1. **Notice and Receipt of Complaint:** Any student who believes he/she has been subjected to sexual harassment or who has witnessed sexual harassment may file a

SEXUAL HARASSMENT (continued)

complaint with any school employee. Within 24 hours of receiving a complaint, the school employee shall report it to the district Coordinator for Nondiscrimination/Principal. In addition, any school employee who observes any incident of sexual harassment involving a student shall, within 24 hours, report this observation to the Coordinator/Principal, whether or not the victim files a complaint.

In any case of sexual harassment involving the Coordinator/Principal to whom the complaint would ordinarily be made, the employee who receives the student's report or who observes the incident shall instead report to the Superintendent or designee.

2. **Initiation of Investigation:** The Coordinator/Principal shall initiate an impartial investigation of an allegation of sexual harassment within five school days of receiving notice of the harassing behavior, regardless of whether a formal complaint has been filed. The district shall be considered to have "notice" of the need for an investigation upon receipt of information from a student who believes he/she has been subjected to harassment, the student's parent/guardian, an employee who received a complaint from a student, or any employee or student who witnessed the behavior.

If the Coordinator/Principal receives an anonymous complaint or media report about alleged sexual harassment, he/she shall determine whether it is reasonable to pursue an investigation considering the specificity and reliability of the information, the seriousness of the alleged incident, and whether any individuals can be identified who were subjected to the alleged harassment.

3. **Initial Interview with Student:** When a student or parent/guardian has complained or provided information about sexual harassment, the Coordinator/Principal shall describe the district's grievance procedure and discuss what actions are being sought by the student in response to the complaint. The student who is complaining shall have an opportunity to describe the incident, identify witnesses who may have relevant information, provide other evidence of the harassment, and put his/her complaint in writing. If the student requests confidentiality, he/she shall be informed that such a request may limit the district's ability to investigate.

4. **Investigation Process:** The Coordinator/Principal shall keep the complaint and allegation confidential, except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)

The Coordinator/Principal shall interview individuals who are relevant to the investigation, including, but not limited to, the student who is complaining, the person accused of harassment, anyone who witnessed the reported harassment, and anyone mentioned as having relevant information. The Coordinator/Principal may take other

SEXUAL HARASSMENT (continued)

steps such as reviewing any records, notes, or statements related to the harassment or visiting the location where the harassment is alleged to have taken place.

When necessary to carry out his/her investigation or to protect student safety, the Coordinator/Principal also may discuss the complaint with the Superintendent or designee, the parent/guardian of the student who complained, the parent/guardian of the alleged harasser if the alleged harasser is a student, a teacher or staff member whose knowledge of the students involved may help in determining who is telling the truth, law enforcement and/or child protective services, and district legal counsel or the district's risk manager.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

5. Interim Measures: The Coordinator/Principal shall determine whether interim measures are necessary during and pending the results of the investigation, such as placing students in separate classes or transferring a student to a class taught by a different teacher.

6. Optional Mediation: In cases of student-on-student harassment, when the student who complained and the alleged harasser so agree, the Coordinator/Principal may arrange for them to resolve the complaint informally with the help of a counselor, teacher, administrator, or trained mediator. The student who complained shall never be asked to work out the problem directly with the accused person unless such help is provided and both parties agree, and he/she shall be advised of the right to end the informal process at any time.

(cf. 5138 - Conflict Resolution)

7. Factors in Reaching a Determination: In reaching a decision about the complaint, the Coordinator/Principal may take into account:

- a. Statements made by the persons identified above
- b. The details and consistency of each person's account
- c. Evidence of how the complaining student reacted to the incident
- d. Evidence of any past instances of harassment by the alleged harasser
- e. Evidence of any past harassment complaints that were found to be untrue

To judge the severity of the harassment, the Coordinator/Principal may take into consideration:

SEXUAL HARASSMENT (continued)

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The identity, age, and sex of the harasser and the student who complained, and the relationship between them
 - d. The number of persons engaged in the harassing conduct and at whom the harassment was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different students
8. **Written Report on Findings and Follow-Up:** No more than 30 days after receiving the complaint, the Coordinator/Principal shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the Coordinator/Principal shall notify the student who complained and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If it is determined that harassment occurred, the report shall also include any corrective actions that have or will be taken to address the harassment and prevent any retaliation or further harassment. This report shall be presented to the student who complained, the person accused, the parents/guardians of the student who complained and the student who was accused, and the Superintendent or designee.

In addition, the Coordinator/Principal shall ensure that the harassed student and his/her parent/guardian are informed of the procedures for reporting any subsequent problems. The Coordinator/Principal shall make follow-up inquiries to see if there have been any new incidents or retaliation and shall keep a record of this information.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the district's sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

SEXUAL HARASSMENT (continued)

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Disseminating and/or summarizing the district's policy and regulation regarding sexual harassment

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

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

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action

In addition, disciplinary measures may be taken against any person who is found to have made a complaint of sexual harassment which he/she knew was not true.

(cf. 4118 - Suspension/Disciplinary Action)

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

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

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

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; **5 CCR 4917**)

(cf. 5145.6 - Parental Notifications)

2. Be displayed in a prominent location ~~near each school principal's office (Education Code 212.6)~~ **in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, including school web sites (Education Code 231.5)**

3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester or summer session ~~(Education Code 212.6)~~ **(Education Code 231.5)**

Students

AR 5145.7(j)

SEXUAL HARASSMENT (continued)

4. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (~~Education Code 212.6~~) (**Education Code 231.5**)
5. Be provided to employees and employee organizations

Regulation
approved: ~~June 7, 2000~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***NEW BOARD POLICY 5131.2 BULLYING (FIRST READING)***
DATE: August 13, 2012

BACKGROUND INFORMATION:

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

Board Policy 5131.2 contains material formerly in BP 5131 Conduct and reflects new law AB 9, which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specific characteristics. The policy also reflects new law AB 1156, which encourages the inclusion of bully prevention strategies in comprehensive safety plans, and new law AB 746, which expands the definition of bullying committed by means of an electronic act to include the posting of messages on social media networks. The policy also adds language regarding the reporting of incidents.

RECOMMENDATION

It is recommended that Board Policy 5131.2 Bullying be approved for first reading, with necessary changes as indicated by the Board of Trustees.

BULLYING

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

Definitions

1. *Bullying* means any severe or pervasive physical or verbal act or conduction, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - (a) Placing a reasonable student or students in fear of harm to that student's or those students' person or property.
 - (b) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - (c) Causing a reasonable student to experience substantial interference with his or her academic performance.
 - (d) Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
2. *Cyberbullying* means the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

BULLYING

(cf. 5145.2 - Freedom of Speech/Expression)

While not an exhaustive list, examples of bullying /cyberbullying might include:

- Direct physical contact, such as hitting or shoving;
 - Threats to harm another person;
 - Oral or written assaults, such as teasing or name-calling;
 - Social isolation or manipulation;
 - Posting harassing messages, direct threats, social cruelty or other harmful texts, sounds, or images on the Internet, including social networking sites;
 - Posting or sharing false or defamatory information about another person;
 - Posting or sharing information about another person that is private;
 - Pretending to be another person on a social networking site or other electronic communication in order to damage that person's reputation or friendships;
 - Posting or sharing photographs of other people without their permission;
 - Spreading hurtful or demeaning materials created by another person (e.g. forwarding offensive emails or text messages); and
 - Retaliating against someone for complaining that they have been bullied.
3. *Electronic act* means the transmission of a communication, including, but not limited to, a message, text, sound, or image, or a post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager.
4. *Reasonable student* means a student, including, but not limited to, a student with disabilities, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her disabilities.

The district prohibits all forms of bullying and cyberbullying as defined in this policy. This includes, but is not limited to, discrimination, harassment, intimidation, and bullying based on the actual or perceived characteristics set forth in Penal Code section 422.55 and Education Code section 220, and disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 234.1(a); 48900(r))

(cf. 0410 – Nondiscrimination in District Programs or Activities)

(cf. 5145.7 – Sexual Harassment)

In addition, the district prohibits retaliation against complainants.

BULLYING

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

BULLYING

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints and Investigation

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment.

The identity of a complainant alleging discrimination, harassment, or bullying shall remain confidential as appropriate within the dual contexts of the district's legal obligation to ensure a learning environment free from discrimination, harassment, intimidation, and bullying, and the right of the accused to be informed of the allegations. Some level of disclosure may be necessary to ensure a complete and fair investigation, although the district will comply with requests for confidentiality to the extent possible.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages sent to them that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service that has terms of use that prohibit posting of harmful material, the Superintendent or designee also may file a complaint with the Internet site or service to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

BULLYING

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5144 - Discipline)

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

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***NEW BOARD POLICY 6170.1 TRANSITIONAL KINDERGARTEN
(FIRST READING)***
DATE: August 10, 2012

BACKGROUND INFORMATION:

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

Board Policy 6170.1 reflects Education Code 48000 as amended by the Kindergarten Readiness Act of 2010 (SB 1381), which gradually raises the age for admission into kindergarten. Children are eligible for kindergarten enrollment if they have their fifth birthday on or before November 1 in 2012-2013, October 1 in 2013-2014, and September 1 in 2014-2015 and beyond. Pursuant to Education Code 48000, children whose admission would be delayed because of the new age requirements must be offered a transitional kindergarten program beginning in the 2012-2013 school year.

RECOMMENDATION

It is recommended that Board Policy 6170.1 Transitional Kindergarten be approved for first reading, with necessary changes as indicated by the Board of Trustees.

TRANSITIONAL KINDERGARTEN

The Board of Trustees desires to offer a high-quality transitional kindergarten program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's transitional kindergarten program shall admit children whose fifth birthday lies between: (Education Code 48000)

1. November 2 and December 2 in the 2012-13 school year
2. October 2 and December 2 in the 2013-14 school year
3. September 2 and December 2 in the 2014-15 school year and each school year thereafter

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

TRANSITIONAL KINDERGARTEN

Curriculum and Instruction

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for transitional kindergarten that bridge preschool learning foundations and kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social sciences, English language development, and social-emotional development.

(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

The number of daily instructional minutes offered in transitional kindergarten shall be 180 and the maximum shall be 240, or four hours. (Education Code 46111 and 46117)

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

Transitional kindergarten students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

Teachers assigned to teach in transitional kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.

(cf. 4112.2 - Certification)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children.

(cf. 4131 - Staff Development)

TRANSITIONAL KINDERGARTEN

Continuation to Kindergarten

Students who complete the transitional kindergarten program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed parental permission form for kindergarten attendance unless they have requested a transitional kindergarten program even though their child is eligible to attend kindergarten.

A student shall not attend more than two years in a combination of transitional kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Program Evaluation

The Superintendent or designee shall develop or identify appropriate assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8973 *Extended-day kindergarten*

44258.9 *Assignment monitoring by county office of education*

46111 *Kindergarten, hours of attendance*

46114-46119 *Minimum school day, kindergarten*

46300 *Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten*

48000 *Minimum age of admission (kindergarten)*

48002 *Evidence of minimum age required to enter kindergarten or first grade*

48200 *Compulsory education, starting at age six*

60605.8 *Academic Content Standards Commission, development of Common Core Standards*



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Avenue • Fountain Valley, CA 92708 • (714)843-3200 • www.fvdsd.k12.ca.us

Board Meeting of
August 23, 2012

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: August 13, 2012

SUBJECT: New Board Policy 0520.2: Title I Program Improvement Schools (First Reading)

Background

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees due to changes in Education Code or statute. The district is informed of such changes by the California School Boards Association or Orange County Department of Education, through alerts to districts regarding mandated changes.

This board policy/administrative regulation brings the district into compliance with Federal Elementary and Secondary Education Act (ESEA) legislation and has not previously been adopted.

Recommendation:

The Superintendent endorses Policy 0520.2 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

TITLE I PROGRAM IMPROVEMENT SCHOOLS

The Board of Trustees is committed to enabling all district students to meet state academic achievement standards and to narrowing the achievement gap among student groups. To that end, the Board shall assist all district schools, including those receiving federal Title I funds, to achieve adequate yearly progress, as defined by the State Board of Education.

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)
(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6171 - Title I Programs)

Whenever a district school is identified by the California Department of Education as in need of program improvement (PI), the Superintendent or designee shall ensure that school improvement efforts are coordinated and aligned. He/she shall also revise the school's Single Plan for Student Achievement in accordance with law and as specified in administrative regulation.

(cf. 0420 - School Plans/Site Councils)
(cf. 0420.1 - School-Based Program Coordination)
(cf. 0520.4 - Quality Education Investment Schools)

Depending on the length of time a district school has been identified for PI, the district shall provide opportunities for student transfers, supplemental educational services, other corrective actions, and/or restructuring in accordance with law.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 6179 - Supplemental Instruction)

Program Evaluation

The Board shall annually review the adequate yearly progress of each district school based on state academic assessments and other indicators specified in the state plan for the No Child Left Behind Act. The Superintendent or designee shall publicize and disseminate the results of this review to parents/guardians, principals, schools, and the community so that the instructional program can be continually refined to help all students meet state academic standards. (20 USC 6316)

(cf. 0510 - School Accountability Report Card)
(cf. 6190 - Evaluation of the Instructional Program)

The Board and Superintendent or designee also shall review the effectiveness of the actions and activities carried out by PI schools with respect to parental involvement, professional development, and other PI activities. (20 USC 6316)

(cf. 4131 - Staff Development)

(cf. 6020 - Parent Involvement)

As necessary based on the results of these evaluations, the Board may require the Superintendent or designee to review and revise any of the school's reform plans, including the school's Single Plan for Student Achievement, allocate additional resources toward the implementation of the plan, and/or require more frequent monitoring of the school's progress in order to raise student achievement.

Legal Reference:

EDUCATION CODE

35256 School accountability report card

60642.5 California Standards Tests

60850-60856 High School Exit Examination

64000 Categorical programs included in consolidated application

64001 Single school plan for student achievement, consolidated application programs

CODE OF REGULATIONS, TITLE 5

11992-11994 Persistently dangerous schools, definition

13075-13075.4 Supplemental educational services

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

6301 Title I program purpose

6311 Adequate yearly progress

6312 Local educational agency plan

6313 Eligibility of schools and school attendance areas; funding allocation

6316 School improvement

7912 Persistently dangerous schools

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

200.13-200.20 Adequate yearly progress

200.30-200.35 Identification of program improvement schools

200.36-200.38 Notification requirements

200.39-200.43 Requirements for program improvement, corrective action, and restructuring

200.44 School choice option

200.45-200.47 Supplemental educational services

200.48 Funding for transportation and supplemental services

200.49-200.51 State responsibilities

200.52-200.53 District improvement

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
2008 Adequate Yearly Progress Report Information Guide, August 2008
California's Accountability Workbook

FEDERAL REGISTER
Final Rule and Supplementary Information, October 29, 2008. Vol. 73, No. 210, pages
64436-64513

U.S. DEPARTMENT OF EDUCATION GUIDANCE
Public School Choice, January 14, 2009
Supplemental Educational Services, January 14, 2009

WEB SITES
CSBA: <http://www.csba.org>
California Department of Education, Program Improvement:
<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp> U.S. Department of Education, No Child
Left Behind: <http://www.nclb.gov>

TITLE I PROGRAM IMPROVEMENT SCHOOLS

Adequate yearly progress (AYP) is a series of annual academic performance goals, as defined by the State Board of Education, that incorporate student participation levels on state assessments, minimum required percentages of students scoring at the proficient level or above on English language arts and mathematics state assessments, high school graduation rates, and growth on the state's Academic Performance Index (API).

(cf. 6162.51 - Standardized Testing and Reporting Program)
(cf. 6162.52 - High School Exit Examination)

Numerically significant subgroups include economically disadvantaged students, students from major racial and ethnic groups, students with disabilities, and students with limited English proficiency, when the number of students in the subgroup is sufficient to yield statistically reliable results. (20 USC 6311)

Program improvement (PI) school is a school receiving federal Title I funds that has failed to make AYP for each of two consecutive school years in the same content area (i.e., English-language arts or mathematics) schoolwide or for any numerically significant subgroup, or has failed to make AYP on the same additional indicator (i.e., API for all schools or, for high schools, graduation rate) schoolwide.

Year 1 Program Improvement

When any Title I school is identified for Year 1 PI: (20 USC 6316)

1. The Superintendent or designee shall provide students enrolled in the school the option of transferring to another district school or charter school that has not been identified for PI, as described below under "Student Transfers."

(cf. 0420.4 - Charter Schools)

2. The principal and school community shall revise the school's Single Plan for Student Achievement in accordance with 20 USC 6316, and present it for approval by the Board of Trustees.

(cf. 0420 - School Plans/Site Councils)
(cf. 6171 - Title I Programs)

3. Within 45 days of receiving the plan, the Board shall establish a peer review process to assist with the review of the plan, work with the school as necessary, and approve the plan if it meets the requirements of law. (20 USC 6316)
4. The school shall implement the plan no later than the beginning of the next full school year following the school's identification for PI, or, if the plan has not been approved prior to beginning the school year, immediately upon approval of the plan. (20 USC 6316)
5. As the school develops and implements the school plan, the Superintendent or designee shall ensure that the school receives technical assistance either from the district, the California Department of Education (CDE), an institution of higher education, a private organization, an educational service agency, or another entity with experience in helping schools improve academic achievement, including assistance in: (20 USC 6316)

- a. Analyzing data from state assessments and other examples of student work to identify and address problems in instruction and/or problems in implementing Title I requirements pertaining to parent involvement, professional development, or school and district responsibilities identified in the school plan
- b. Identifying and implementing professional development, instructional strategies, and methods of instruction that are based on scientifically based research and that have proven effective in addressing the specific instructional issues that caused the school to be identified for PI
- c. Analyzing and revising the school's budget so that the school's resources are more effectively allocated to the activities most likely to increase student achievement and remove the school from PI status

(cf. 3100 - Budget)

Year 2 Program Improvement

For any Title I school that fails to make AYP by the end of the first full school year after being identified for PI, the Superintendent or designee shall: (20 USC 6316)

1. Continue to provide all students enrolled in the school the option of transferring to another district school or charter school that has not been identified for PI, as described below under "Student Transfers"
2. Arrange for the provision of supplemental educational services to eligible students from low-income families by a provider with a demonstrated record of effectiveness, as described below under "Supplemental Educational Services"
3. Continue to provide for technical assistance

Year 3 Program Improvement: Corrective Action

When a school continues to fail to make AYP by the end of the second full school year after identification for PI (four consecutive years of failure to make AYP), the Superintendent or designee shall continue to provide all elements of Year 1 and Year 2 PI. In addition, the Board shall take at least one of the following corrective actions: (20 USC 6316)

1. Replace school staff relevant to the failure

(cf. 4113 - Assignment)

2. Implement a new curriculum and related professional development

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

3. Significantly decrease management authority at the school level
4. Appoint an outside expert to advise the school

5. Extend the school year or school day for the school

(cf. 6111 - School Calendar)

6. Restructure the internal organization of the school

Year 4 Program Improvement and Beyond: Restructuring

For any school that continues to fail to make AYP after one full year of corrective action, the Superintendent or designee shall continue to provide all students enrolled in the school with the option to transfer to another district school or charter school and continue to make supplemental educational services available to eligible students who remain in the school. In addition, the Board shall develop a plan and make necessary arrangements to implement one of the following options for alternative governance and restructuring, consistent with state law: (20 USC 6316)

1. Reopen the school as a charter school
2. Replace all or most of the school staff relevant to the failure
3. Enter into a contract with an entity with a demonstrated record of effectiveness to operate the school
4. Turn the operation of the school over to the CDE
5. Institute any other major restructuring of the school's governance arrangements that makes fundamental reforms

Notifications

Whenever a school is identified for PI, corrective action, or restructuring, the Superintendent or designee shall promptly notify parents/guardians of students enrolled in that school. The notification shall include: (20 USC 6316; 34 CFR 200.37)

1. An explanation of what the identification means, and how the school compares in terms of academic achievement to other elementary or secondary schools in the district and state
2. The reasons for the identification
3. An explanation of what the school is doing to address the problem of low achievement
4. An explanation of what the district or state is doing to help the school address the achievement problem
5. An explanation of how parents/guardians can become involved in addressing the academic issues that caused the school to be identified for PI
6. An explanation of the option to transfer to another district school or charter school as described below under "Student Transfers"
7. If the school is in Year 2 of PI or beyond, an explanation of how parents/guardians can obtain

supplemental educational services for their child as described below under "Supplemental Educational Services."

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall disseminate information about corrective actions taken at any district school to the parents/guardians of each student in that school and to the public through such means as the Internet, the media, and public agencies. (20 USC 6316)

The Superintendent or designee shall promptly notify teachers and parents/guardians whenever a school is identified for restructuring and shall provide them adequate opportunities to comment before taking action and to participate in developing any plan for restructuring school governance. (20 USC 6316)

All notifications pertaining to PI shall be written in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand. (20 USC 6316)

Student Transfers

All students enrolled in a school in Year 1 of PI or beyond shall be provided an option to transfer to another district school or charter school that: (20 USC 6316; 34 CFR 200.44)

1. Has not been identified for PI, corrective action, or restructuring
2. Has not been identified by the CDE as a "persistently dangerous" school pursuant to 20 USC 7912 and 5 CCR 11992-11994

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5116.1 - Intradistrict Open Enrollment)

Among these students, priority shall be given to the lowest achieving students from low-income families, as defined by the district for purposes of allocating Title I funds. (20 USC 6316; 34 CFR 200.44)

If two or more district schools are eligible to accept transfers based on criteria listed in items #1-2 above, the district shall provide a choice of more than one such school and shall take into account parent/guardian preferences among the choices offered. (34 CFR 200.44)

School capacity shall not be used to deny transfer opportunities to students. However, the Superintendent or designee may consider capacity in selecting schools that will be offered as alternatives for school choice. The Board may increase capacity in eligible district schools to accommodate all students who wish to transfer.

The transfer option shall be offered so that students may transfer in the school year following the school year in which the district administered the assessments that resulted in the identification of the school for PI, corrective action, or restructuring. In order to provide adequate time for parents/guardians to exercise their transfer option before the school year begins, the Superintendent or designee shall notify parents/guardians of the available school choices sufficiently in advance of, but no later than 14 calendar days before, the start of the school year. (34 CFR 200.37, 200.44)

Notice of the transfer option shall:

1. Inform parents/guardians that their child is eligible to attend another public school due to the identification of the current school as in need of improvement
2. Identify each public school or public charter school that the parent/guardian can select
3. Explain why the choices made available to the parents/guardians may have been limited
4. Provide information on the academic achievement of the school(s) to which the student may transfer (34 CFR 200.37)
5. Explain the provision of transportation to the new school (34 CFR 200.37)

To ensure that parents/guardians have current information, the district shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in the student transfer option, beginning with data from the 2007-08 school year and each subsequent year thereafter, and a list of available schools to which eligible students may transfer in the current school year. (34 CFR 200.39)

The Superintendent or designee may establish reasonable timelines for parents/guardians to indicate their intent to transfer their child and for the district to notify parents/guardians of the school assignment.

The Superintendent or designee may require parents/guardians to rank-order their preferences from among schools that are eligible to receive transfer students. Parents/guardians may decline their assigned school and remain in their school of origin.

The district shall provide, or shall pay for the provision of, transportation for the student to the public school that student chooses to attend. (20 USC 6316; 34 CFR 200.44)

(cf. 3540 - Transportation)

To ensure that transportation may be reasonably provided, the Superintendent or designee may establish transportation zones based on geographic location. Transportation to schools within a zone shall be fully provided, while transportation outside the zone may be partially provided.

Any student who transfers to another school may remain in that school until he/she has completed the highest grade in that school. However, the district shall not be obligated to provide, or pay for the provision of, transportation for the student after the end of the school year that the school of origin is no longer identified for PI, corrective action, or restructuring. (20 USC 6316; 34 CFR 200.44)

In the event that all district schools are identified for PI, corrective action, or restructuring, the district shall, to the extent practicable, establish a cooperative agreement with other local educational agencies in the area for an interdistrict transfer. (20 USC 6316; 34 CFR 200.44)

(cf. 5117 - Interdistrict Attendance)

Supplemental Educational Services

When required by law, supplemental educational services shall be provided outside the regular school day and shall be specifically designed to increase achievement of eligible students from low-income families on state academic assessments and to assist them in attaining state academic standards. (20 USC 6316)

(cf. 6011 - Academic Standards)

(cf. 6179 - Supplemental Instruction)

When a school is required to provide supplemental educational services, the Superintendent or designee shall annually notify parents/guardians of: (20 USC 6316; 34 CFR 200.37)

1. The availability of supplemental educational services
2. The identity of approved providers that are within the district or are reasonably available in neighboring local educational agencies
3. The identity of approved providers of technology-based or distance learning supplemental educational services
4. The services, qualifications, and demonstrated effectiveness of each provider, including an indication of those providers who are able to serve students with disabilities or limited English proficiency
5. The benefits of receiving supplemental educational services

In addition, the notification shall describe procedures and timelines that parents/guardians must follow to select a provider.

This notification shall be clearly distinguishable from other information sent to parents/guardians regarding identification of the school for PI, corrective action, or restructuring. (34 CFR 200.37)

To ensure that parents/guardians have current information, the district shall prominently display on its web site, in a timely manner each school year, the number of students who were eligible for and who participated in supplemental educational services, beginning with data from the 2007-08 school year and each subsequent year thereafter, a list of state-approved providers serving the district in the current year, and the location where services are provided. (34 CFR 200.39)

Within a reasonable period of time established by the Superintendent or designee, parents/guardians shall select a service provider from among those approved by the SBE. Upon request, the Superintendent or designee shall assist parents/guardians in choosing a provider. (20 USC 6316; 34 CFR 200.46)

When the district is an approved service provider, the Superintendent or designee shall be careful to provide parents/guardians with a balanced presentation of the options available to them and shall ensure that they understand their right to select the district or any other service provider.

The Superintendent or designee shall ensure that eligible students with disabilities, students covered under Section 504 of the federal Rehabilitation Act, and students with limited English proficiency

receive appropriate supplemental educational services with any necessary accommodations or language assistance. (34 CFR 200.46)

(cf. 6159 - Individualized Education Program)

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

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

(cf. 6174 - Education for English Language Learners)

If no provider is able to make the services available to such students, the district shall provide these services with necessary accommodations or language assistance, either directly or through a contract. Supplemental educational services shall be consistent with a student's individualized education program (IEP) or Section 504 services plan.

If available funds are insufficient to provide supplemental educational services to each eligible student whose parents/guardians request those services, priority shall be given to the lowest achieving eligible students. (20 USC 6316)

If the number of parents/guardians selecting a particular provider exceeds the capacity of that provider, priority intentent or designee shall enter into an agreement with the provider. The agreement shall: (20 USC 6316)

1. Require the district to develop, in consultation with the parents/guardians and the provider, a statement of specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving achievement. In the case of a student with disabilities, the statement shall be consistent with the student's IEP.
2. Describe how the student's parents/guardians and teacher(s) will be regularly informed of the student's progress.
3. Provide for the termination of the agreement if the provider is unable to meet such goals and timetables.
4. Contain provisions with respect to the district making payments to the provider.
5. Prohibit the provider, without written parent/guardian permission, from disclosing to the public the identity of any student eligible for or receiving supplemental educational services.

(cf. 5125.1 - Release of Directory Information)



FOUNTAIN VALLEY SCHOOL DISTRICT

10055 Slater Avenue • Fountain Valley, CA 92708 • (714)843-3200 • www.fvdsd.k12.ca.us

Board Meeting of
August 23, 2012

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: August 13, 2012

SUBJECT: New Board Policy 0520.3: Title I Program Improvement Districts (First Reading)

Background

In the continued effort to maintain a set of current board policies, it is necessary to bring policies to the Board of Trustees due to changes in Education Code or statute. The district is informed of such changes by the California School Boards Association or Orange County Department of Education, through alerts to districts regarding mandated changes.

This board policy/administrative regulation brings the district into compliance with Federal Elementary and Secondary Education Act (ESEA) legislation and has not previously been adopted.

Recommendation:

The Superintendent endorses Policy 0520.3 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

TITLE I PROGRAM IMPROVEMENT DISTRICTS

The Board of Trustees shall annually review and analyze the district's performance in making adequate yearly progress (AYP) toward student achievement standards, in accordance with criteria established by the State Board of Education (SBE). The Board's review shall include an evaluation of whether district improvement efforts are aligned and adequately focused on increasing achievement levels for all students. As necessary, the Board and the Superintendent or designee shall take steps to improve district operations and programs to enable students to achieve proficiency.

(cf. 0500 - Accountability)

(cf. 6011 - Academic Standards)

(cf. 6162.51 - Standardized Testing and Reporting Program)

Year 1-2 PI: Revision and Implementation of LEA Plan

In the event that the district is identified for PI by the CDE, the Superintendent or designee shall, in accordance with law and administrative regulation, notify parents/guardians, administer a district self-assessment process, and revise the LEA plan. (20 USC 6316; Education Code 52055.57)

The revised LEA plan or plan addendum shall be approved by the Board and submitted to the CDE. The Superintendent or designee shall regularly report to the Board regarding the implementation of the plan during Years 1 and 2 of the program.

The Superintendent or designee shall utilize available state and local resources to identify specific problems contributing to low student achievement and provide technical assistance and support to resolve those problems. He/she also shall work closely with individual school sites to raise student achievement in accordance with school plans.

(cf. 0520.2 - Title I Program Improvement Schools)

Year 3 PI: Corrective Action

If the district does not make AYP after two years of receiving program funding, the Board shall cooperate with the Superintendent of Public Instruction (SPI) and the SBE in the identification and implementation of appropriate corrective actions.

The Board shall enter into a contract with a district assistance and intervention team (DAIT) whenever the SPI and SBE determine this to be the most appropriate corrective action. Upon receiving a report of recommendations from the DAIT: (Education Code 52055.57, 52059)

1. The Board may, not later than 30 days after completion of the report, appeal to the SPI to be exempted from implementing one or more of the report's recommendations.
2. Not later than 60 days after completion of the report, the Board shall, at a regularly scheduled meeting, adopt the report recommendations, as modified by any exemptions

granted by the SPI.

The Superintendent or designee shall establish a district leadership team to collaborate with the DAIT in the development and implementation of an action plan to address high-priority needs. This team may include site and district administrators, teacher leaders, special education teachers, English learner experts, fiscal officers, and other key personnel, as appropriate.

The Board and the Superintendent or designee shall monitor the district's progress in implementing the DAIT's recommendations and shall continually use student performance data to determine whether additional district or school site changes are necessary to improve student achievement.

Legal Reference:

EDUCATION CODE

52055.57-52055.59 Districts identified or at risk of identification for program improvement
52059 Statewide system of school support

UNITED STATES CODE, TITLE 20

6301 Title I program purpose
6311 Adequate yearly progress
6312 Local educational agency plan
6316 School and district improvement
6321 Fiscal responsibilities

CODE OF FEDERAL REGULATIONS, TITLE 34

200.13-200.20 Adequate yearly progress
200.30-200.35 Identification of program improvement schools
200.36-200.38 Notification requirements
200.52-200.53 District improvement

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Blueprint for District Assistance and Intervention, 2008
2007 Adequate Yearly Progress Report Information Guide, August 2007
A Training Guide for Local Educational Agencies and Schools: Program Improvement, September 2006

U.S. DEPARTMENT OF EDUCATION GUIDANCE

LEA and School Improvement Non-Regulatory Guidance, rev. July 21, 2006

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education, Program Improvement:

<http://www.cde.ca.gov/ta/ac/ti/programimprov.asp>

U.S. Department of Education, No Child Left Behind: <http://www.nclb.gov>

TITLE I PROGRAM IMPROVEMENT DISTRICTS**Year 1-2 Program Improvement (PI): Revision and Implementation of LEA Plan**

Whenever the district is notified that it has been identified for PI under the federal No Child Left Behind Act, the district shall complete all of the following actions:

1. Promptly notify parents/guardians of each district student regarding the district's PI status, the reasons for the identification, and how parents/guardians can participate in upgrading the quality of the district's programs. The notification shall be in a format and, to the extent practicable, in a language the parents/guardians can understand. (20 USC 6316)

(cf. 5145.6 - Parental Notifications)

2. Conduct a self-assessment using materials and criteria based on current research and provided by the California Department of Education. (Education Code 52055.57)
3. Contingent upon state funding, contract with a county office of education or another external entity, no later than 90 days after the district is identified for PI and after working with the County Superintendent of Schools, for both of the following purposes: (Education Code 52055.57)
 - a. Verifying the fundamental teaching and learning needs in district schools as determined by the self-assessment and identifying the specific academic problems of low-achieving students, including a determination as to why the prior Title I local educational agency (LEA) plan failed to increase student academic achievement
 - b. Ensuring that the district receives intensive support and expertise to implement reform initiatives in the LEA plan

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 6171 - Title I Programs)

4. Within three months after the district's identification for PI, develop or revise the LEA plan in consultation with parents/guardians, school staff, and others. This plan shall reflect the findings of the self-assessment and shall: (20 USC 6316; 34 CFR 200.52; Education Code 52055.57)
 - a. Incorporate scientifically based research strategies that will strengthen the core academic program in district schools
 - b. Identify actions that have the greatest likelihood of improving student achievement in meeting the state's academic achievement standards
 - c. Address the professional development needs of the instructional staff by committing to spending at least 10 percent of the district's allocation of Title I, Part A, funds for professional development

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

- d. Include specific measurable achievement goals and targets for each of the student subgroups identified pursuant to 20 USC 6311, especially those that did not make adequate yearly progress (AYP)
- e. Address the fundamental teaching and learning needs in the district's schools and the specific academic problems of low-achieving students, including a determination of why the district's prior plan failed to bring about increased student academic achievement
- f. Incorporate, as appropriate, student learning activities before school, after school, during the summer, and during any extension of the school year

(cf. 5148.2 - Before/After School Programs)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer School)

(cf. 6179 - Supplemental Instruction)

- g. Specify the responsibilities of the district and the state under the plan, including the district's fiscal responsibilities under 20 USC 6321 and the technical assistance to be provided by the state
- h. Include strategies to promote effective parent/guardian involvement in district schools

(cf. 6020 - Parent Involvement)

- 5. Contingent upon state funding, after working with the County Superintendent or an external verifier, contract with an external provider to provide support and implement recommendations to assist the district in resolving shortcomings identified in the verified self-assessment (Education Code 52055.57)
- 6. Implement the LEA plan expeditiously, but not later than the beginning of the next school year after the school year in which the district administered the assessments that resulted in its PI identification (20 USC 6316; 34 CFR 200.52; Education Code 52055.57)

The district shall exit PI status when it makes AYP for two consecutive years. (20 USC 6316; 34 CFR 200.53; Education Code 52055.57)

Year 3 PI: Corrective Action

If the district fails to make AYP by the end of the second year in PI, it shall be subject to corrective actions determined by the State Board of Education (SBE). (20 USC 6316; 34 CFR 200.53; Education Code 52055.57)

If the SBE takes any corrective action other than, or in addition to, the appointment of a district assistance and intervention team (DAIT), the Superintendent or designee shall appear before the SBE within Year 3 of PI to review the district's progress. The Superintendent or designee, the DAIT, and/or the County Superintendent shall provide testimony and written data sufficient for the SBE to determine whether an alternative corrective action is needed. (Education Code 52055.57)

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Regulation approved:

Fountain Valley, California

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

July 12, 2012

MINUTES

President Ian Collins called the regular meeting of the Board of Trustees to order at 6:31pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Absent:

Jimmy Templin	Member
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Mr. Collins noted an addendum to the agenda with updates to Item 2 Revisions to Administrative Regulation 5111.1 District Residency for clarity:

AGENDA APPROVAL

**2. REVISIONS TO ADMINISTRATIVE REGULATION 5111.1
DISTRICT RESIDENCY (WRITTEN ONLY)**

In continuing the goal to maintain a set of current Board Policies and Administrative Regulations, it is necessary to bring certain Administrative Regulations to the Board for revision due to changes in Education Code, statute, or practicality. After review by senior staff, revisions/changes/updates to Administrative Regulation 5111.1 District Residency have been made. A detailed report of these updates is included for Board information in the attached in addition to a copy of the revised Administrative Regulation.

Mrs. Crandall noted the change from two forms of personal identification to only one. Ms. Silavs noted that the previous regulation indicated one form of personal identification in one area and two in another, causing some confusion. Changes were made to clarify that one form of personal identification is required and two items to confirm residency are required, a total of three items.

Motion: Mrs. Edwards moved to approve the meeting

agenda with the updates to Item 2 Revisions to Administrative Regulation 5111.1 District Residency.

Second: Mrs. Allcorn

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. 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.
- Conference with Legal Counsel: Anticipated Litigation: *Government Code Section 54956.9*
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case. Attorney Karen Meyers will join Executive Director, Personnel Cathie Abdel in updating the Board of Trustees.

The public portion of the meeting resumed at 7:03pm. Dr. Hoefer led the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

A public hearing was held for the purpose of receiving public comment on the temporary agreement between the Fountain Valley School District and CSEA, Chapter #358 for the 2012-13 year. Public input was welcomed. There were no requests to address the Board and the hearing was closed.

PUBLIC HEARING FOR TEMPORARY AGREEMENT BETWEEN FVSD AND CSEA, CHAPTER #358 FOR 2012-13 YEAR

STAFF REPORTS AND PRESENTATIONS

In continuing the goal to maintain a set of current Board Policies

REVISIONS TO

and Administrative Regulations, it is necessary to bring certain Administrative Regulations to the Board for revision due to changes in Education Code, statute, or practicality. After review by senior staff, revisions/changes/updates to Administrative Regulation 5111.1 District Residency have been made. A detailed report of these updates was included for Board information in addition to a copy of the revised Administrative Regulation. Ms. Silavs noted that the changes made to AR 5111.1 as described in the addendum to this evening's agenda were to clarify for staff and parents; no changes to content were made.

**ADMINISTRATIVE
REGULATION 5111.1
DISTRICT RESIDENCY
(WRITTEN ONLY)**

BOARD REPORTS AND COMMUNICATIONS

Mrs. Allcorn did not have anything to share.

**BOARD REPORTS AND
COMMUNICATIONS**

Mr. Edwards did not have anything to share.

Mrs. Crandall did not have anything to share.

Mr. Collins participated in the July 4th Parade in Huntington Beach along with Mrs. Crandall and Mrs. Edwards. He also enjoyed meeting Mr. McMahon and Dr. Ecker with Mr. Gafford from George K. Baum regarding the Technology Bond campaign. He also extended his thoughts and best wishes to Nicola Weiss as her father recently fell ill and is currently recovering.

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Edwards moved to approve the Public Disclosure of Bargaining Agreement between FVSD and CSEA, Chapter #358

**PUBLIC DISCLOSURE
OF COLLECTIVE
BARGAINING
AGREEMENT
BETWEEN FVSD AND
CSEA, CHAPTER #358**

Second: Mrs. Allcorn

Mr. Collins noted that it is amazing that our certificated and classified staffs have been so agreeable under these difficult circumstances; he commended them for this. He also commended Mrs. Abdel and Mr. McMahon for their hard work and efforts.

Vote: 4-0

Motion: Mrs. Allcorn moved to approve the Tentative Agreement Between FVSD and CSEA, Chapter #358

TENTATIVE
AGREEMENT
BETWEEN FVSD AND
CSEA, CHAPTER #358

Second: Mrs. Crandall

Vote: 4-0

Mrs. Crandall requested that item 5-O Amendment to Grant Agreement FCI-SD-07 By and Between Children and Families Commission and Fountain Valley School District for School Readiness Nurse Services be pulled for separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Crandall moved to approve the Consent Calendar with the exception of Item 5-O.

Second: Mrs. Edwards

Vote: 4-0

Motion: Mrs. Edwards moved to approve Item 5-O Amendment to Grant Agreement FCI-SD-07 By and Between Children and Families Commission and Fountain Valley School District for School Readiness Nurse Services

Second: Mr. Collins

Mrs. Crandall noted that the Children and Families Commission of Orange County entered into this agreement with the district for \$50,000 of funding over a two-year period for a .5 FTE School Readiness nurse to service children up to age five. She thanked Ms. Silavs for taking advantage of this wonderful opportunity that will greatly benefit children in need. Mr. Collins seconded her comments noting that it is a generous amount of money.

Vote: 4-0

The Consent Calendar included:

- Board Meeting Minutes from June 28th board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Donations
- Warrants
- Purchase Order Listing
- Budget Transfers

- Approval of Rejection of Claim
- Approval of Annual Review of Investment Policy
- Adoption of Resolution 2013-01 Authorization of Signatures on Replacement Warrants
- Adoption of Resolution 2013-02: Appointment of Custodian of the Revolving Cash Fund
- Adoption of Resolution 2013-03: Authorization of Approval of Vendor Claims/Orders
- Adoption of Resolution 2013-04: Authorization of Signatures
- Adoption of Resolution 2013-05: Temporary loan from Fund 40
- Adoption of Resolution 2013-06: Resolution Authorizing Moving February 11, 2013, Lincoln Holiday to February 19, 2013
- Approval of Amendment to Grant Agreement FCI-SD_07 By and Between Children and Families Commission of Orange County and Fountain Valley School District for School Readiness Nurse Services
- Approval of School Site Data for First American Title Company – Solana Walk – Tract #17418
- Approval of Student Accident Insurance 2012-13
- Approval of Record of Eighth Grade Promotion, June 2012
- Approval of Memorandum of Understanding Between FVSD and FVEA
- Approval of Consolidated Application for Funding Categorical Aid Programs (Part I)
- Adoption of Resolution 2013-07: Approval of Child Development Contract and Authorization for Signature for State Preschool Program
- Approval of Leasing 17 Copiers
- Approval of Notice of Layoff for Classified Employees
- Approval of Memorandum of Understanding between OCDE and FVSD for Special Schools Program

Mr. Collins read the following announcement:

CLOSED SESSION
READOUT

In open session, the governing board took action, on the motion of Mr. Collins and second of Mrs. Edwards, by a vote of 4 to 0, to accept the resignation of an employee in the position of Groundskeeper.

In open session, the governing board took action, on the motion of Mrs. Crandall and the second of Mrs. Edwards, by a vote of 4 to 0 to accept the settlement agreement with employee #583. With

regards to potential claims, the employer agreed to pay the employee's COBRA premiums for one year.

NEW ITEMS OF BUSINESS

- Mr. Collins Noted that the materials presented as a part of the Board's interest to create their own PLC will be addressed at the next meeting when Mr. Templin will be present. Mrs. Allcorn noted her interest in looking at the materials provided covering board committees versus the information included in our board member handbook to ensure that we are following the correct protocols.
- Dr. Ecker Noted that this evening's agenda was light, due in part to the Board's interest in moving the development of goals and interests to earlier in the year, a study session that would usually occur this evening.
- Dr. Ecker Noted that August 15-17 will be our Leadership Retreat, held here in the district office. He invited the Board to attend the opening breakfast on the 15th and the presentation by ACSA Interim Executive Director, Karen Stapf-Walters who will speak on the state of the State.
- Dr. Ecker Reminded the Board that principals will be returning on August 2nd.
- Dr. Ecker Noted that he will be departing tomorrow for vacation but will see the board again well before the Leadership Retreat.
- Dr. Ecker Noted his recent visit with Dr. Hoefer to summer school at Newland School. He noted a time when the district ran multiple summer school programs with hundred of students attending enrichment and remediation programs. He noted his hope that one day State funding will improve and we will once again have summer school programs of that size.

ADJOURNMENT

Motion: Mrs. Allcorn moved to adjourn the meeting at 7:24pm.

Second: Mrs. Edwards

Vote: Unanimously approved

/rl

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
August 23, 2012

1.0 EMPLOYMENT FUNCTIONS:

1.1 SUPERINTENDENT REQUESTS APPROVAL OF REVISED CONTRACT OF EMPLOYMENT FOR CATHIE ABDEL, THE PROMOTION TO ASSISTANT SUPERINTENDENT, PERSONNEL (see attachment).

1.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE SHARED CONTRACTS OF THE FOLLOWING CLASSROOM TEACHERS FOR 2012-2013 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>%</u>
1.2.1	Olson, Mindy/Ruig, Valarie	4 th Grade	Courreges	50/50
1.2.2	Erb, Tara/Schlosser, Nicole	4 th Grade	Cox	50/50
1.2.3	Hopkins, Jennifer/Smith, Kellie	3 rd Grade	Cox	50/50
1.2.4	Laird, Tiffany/Lopez, Penny	4 th Grade	Gisler	50/50
1.2.5	Moore, Jennifer/McHale, Michelle	5 th Grade	Tamura	60/40
1.2.6	Boktor, Jessica/Siefker, Michelle	4 th Grade	Tamura	50/50

1.3 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RESIGNATION OF CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.3.1	White, Paul-Andre	Assistant Principal	Fulton	06/30/2012
1.3.2	Aguinaga, Bonnie	School Psychologist	Oka	06/27/2012

1.4 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE CERTIFICATED EMPLOYEES WORK YEAR CHANGE FOR 2012-2013 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>%</u>
1.4.1	Belsito, Tracy	Teacher	Courreges	100
1.4.2	Ofner, Patricia	Teacher	Courreges	100
1.4.3	Hancharick, Renee	School Psychologist	DO	80
1.4.4	Wagnon, Krista	School Psychologist	DO	80
1.4.5	McFerran, Alysson	Counselor	DO	80
1.4.6	Negro/Ybaben, Carrie	Teacher	Fulton	100
1.4.7	Francis, Shereen	Teacher	Fulton	100
1.4.8	Yu, Connie	Teacher	Fulton	100
1.4.9	Woo, Candise	Speech/Language	Oka	80
1.4.10	Rieck, Mara	Teacher	Plavan	100

1.5 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE LEAVES OF ABSENCE FOR THE FOLLOWING CERTIFICATED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
1.5.1	Boktor, Jessica	Teacher	Tamura	08/30/2012
1.5.2	Dilday, Shannon	School Psychologist	Newland/Talbert	08/21/2012

1.6 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE SPORT TOURNAMENT CALENDAR FOR 2012- 2013 SCHOOL YEAR (see attachment).

1.7 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE VOLUNTARY AND INVOLUNTARY TRANSFERS FOR 2012-2013 SCHOOL YEAR:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>FROM</u>	<u>TO</u>
1.7.1	Bradford, Shannon	SDC	Masuda	Talbert
1.7.2	Diecidue, Lisa	SDC	Gisler	Oka
1.7.3	Dillon, Kathleen	Teacher	Moiola	Gisler
1.7.4	Doherty, Jeffrey	Teacher	Moiola	Courreges
1.7.5	Gonsowski, Kimberly	Teacher	Moiola	Gisler
1.7.6	Haukness, Susan	Teacher	Moiola	Tamura
1.7.7	Hunter, Nicole	Teacher	Moiola	Tamura
1.7.8	Jareb, Jennifer	Teacher	Moiola	Fulton
1.7.9	Kellogg, Laurel	Teacher	Moiola	Tamura
1.7.10	Kim, Abir	Teacher	Moiola	Courreges
1.7.11	Naughton, Kathleen	Teacher	Moiola	Courreges
1.7.12	Nguyen, Viet	Teacher	Fulton	Talbert
1.7.13	Parsons, Ethel	Teacher	Moiola	Fulton
1.7.14	Phillips, Jody	Teacher	Moiola	Talbert
1.7.15	Smith, Caroline	Teacher	Moiola	Cox
1.7.16	Solorzano, Joleen	Teacher	Moiola	Tamura
1.7.17	Stair, Debbe	RSP	Cox	Oka/SDC
1.7.18	Takeuchi, Emily	SDC	Oka	Courreges/Cox/RSP
1.7.19	Urban, Kristen	Teacher	Moiola	Plavan
1.7.20	White, Sandra	RSP	Moiola	Gisler/SDC

1.8 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF NEW CERTIFICATED EMPLOYEES ON TEMPORARY CONTRACT FOR THE 2012-2013 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>FTE</u>
1.8.1	Hughes, Britanya	RSP	Cox	1.0
1.8.2	O'Brien, Julia	Speech	Cox	1.0
1.8.3	Drew, Scot	PE	Fulton	1.0
1.8.4	Trinh, Lucia	Speech	Fulton	1.0
1.8.5	Interiano, Vienna	Psychologist	Newland	.6
1.8.6	Hastings, Jessica	RSP	Oka	.5
1.8.7	McDaniels, Michelle	3 rd Grade	Oka	1.0
1.8.8	Petrilla, Gary	PE	Talbert	1.0
1.8.9	Ngo, Amiee	Math	Talbert	1.0

2.1 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RETIREMENT OF THE FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Bogle, Jovina	IA SH/PH	Newland	6/20/12

2.2 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING NEW FOLLOWING CLASSIFIED EMPLOYEE:

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.2.1	Tevino, Johnny	Transportation Supervisor	Transportation	7/23/12

2.3 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RE-EMPLOYMENT OF CLASSIFIED EMPLOYEE MICHAEL MCDUFFY AS GROUNDSKEEPER, EFFECTIVE 7/23/12.

2.4 EXECUTIVE DIRECTOR, PERSONNEL REQUESTS APPROVAL OF THE RE-EMPLOYMENT OF CLASSIFIED EMPLOYEE HA HUYNH AS IA BILINGUAL VIETNAMESE AT COX, EFFECTIVE 9/5/12..

CONTRACT OF EMPLOYMENT FOR THE POSITION OF
ASSISTANT SUPERINTENDENT, PERSONNEL

The Fountain Valley School District ("District") hereby employs Cathie Abdel for the position of Assistant Superintendent, Personnel for the period of September 1, 2012 through June 30, 2013.

Responsibilities, compensation, benefits and all other terms of employment for the Assistant Superintendent shall be set forth in adopted board policies and in board regulations.

The Assistant Superintendent, Personnel shall be paid an annual base salary of \$136,340. The base salary is inclusive of any and all mileage stipend/longevity. Upon receipt of a satisfactory evaluation provided by June 30, 2013 the base salary shall be increased by a \$7,000 step advancement effective July 1, 2013. As a result of the fiscal crisis in California for the 2012-13 school year only, the base salary afforded to the Assistant Superintendent, Personnel shall be reduced by the equivalent of 5 days prorated over the 2012-13 year at daily rate and the work year reduced accordingly

The Assistant Superintendent, Personnel shall be required to render a 246 day (prorated accordingly in 2012-13) work year of full and regular service to the district during each annual period covered by the contract or portion thereof. The Assistant Superintendent, Personnel shall be entitled to 24 days of vacation with pay exclusive of holidays defined in section 37220 and 37221 of the California Education Code and any other additional holidays granted by the Board for twelve month management employees.

Any time during the term of this contract that members of the Fountain Valley Management Team receive a salary schedule increase, the base salary of the Assistant Superintendent, Personnel shall be increased by the same percentage.

In accordance with California law, this agreement is subject to the provisions of California Government Code sections 53260-53264 which require that if this agreement is terminated, the maximum cash settlement that the Assistant Superintendent, Personnel may receive shall be in an amount equal to the monthly salary of the Assistant Superintendent, Personnel, multiplied by the number of months left on the unexpired term of the agreement or eighteen (18) months, whichever is less.

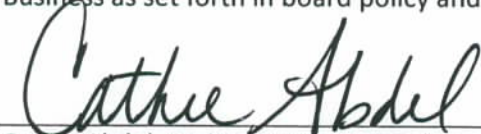


Marc Ecker, Ph.D., Superintendent

7/30/12

Date

I hereby accept this offer of employment. I agree to perform the duties of Assistant Superintendent, Business as set forth in board policy and board regulations.



Cathie Abdel, Assistant Superintendent, Personnel

7/24/12

Date

FOUNTAIN VALLEY SCHOOL DISTRICT

PERSONNEL

TO: All Schools

FROM: Cathie Abdel, Executive Director, Personnel

SUBJECT: **Sport Tournament Dates**

DATE: June 26, 2012

Please note the tournament dates for the **2012-2013** School Year. Those attending require many substitutes and buses. As you plan school calendars, avoid scheduling activities, which require substitutes on these days.

<u>DATE</u>	<u>ACTIVITY</u>	<u>LOCATION</u>
Wednesday, 11/14/2012	SOCCER	TALBERT MIDDLE SCHOOL
Wednesday, 01/23/2013	BASKETBALL	MASUDA MIDDLE SCHOOL
Wednesday, 04/10/2013	VOLLEYBALL	TALBERT MIDDLE SCHOOL
Wednesday, 06/05/2013	TRACK and FIELD	FULTON MIDDLE SCHOOL

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON

FROM: MARTHA LOCKWOOD

SUBJECT: WARRANT LISTING BOARD MEETING – AUGUST 23, 2012

DATES 7/03/12 – 8/14/12

WARRANT NUMBERS 59007 - 59337

01 GENERAL	\$	840,164.93
12 CHILD DEVELOPMENT	\$	14,923.44
13 CAFETERIA	\$	5,376.84
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	124,202.24
69 INSURANCE	\$	689,501.15
TOTAL	\$	1,674,168.60

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4002	BUS WEST	5,000.00	5,000.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4003	UNIVERSAL FLOORING	1,214.00	1,214.00	012889390 5899	Custodial / Other Operating Expenses
G20M4004	CINTAS CORPORATION	800.00	800.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4005	GRAINGER INC.	5,000.00	5,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4006	HARBOR WHOLESALE ELECTRIC	1,000.00	1,000.00	012869390 4345	Maintenance / Maintenance Supplies
G20M4007	HOME DEPOT	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4010	ICS SERVICE COMPANY	360.00	360.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4011	KRISTAR ENTERPRISES INC.	990.00	990.00	012869390 5570	Maintenance / Sanitation Fees
G20M4012	MCKINLEY ELEVATOR CORP	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4013	MCMASTER CARR SUPPLY CO	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4014	MOBILE FLEET WASH	6,500.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			3,500.00	012919395 4347	Special Ed. Transportation / Repair & Upkeep of
G20M4015	NAPA AUTO PARTS	5,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			1,500.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
			500.00	133207380 4347	Cafeteria Fund / Repair & Upkeep of Equipment
G20M4016	HILLYARD / LOS ANGELES	1,783.82	1,783.82	012889390 5899	Custodial / Other Operating Expenses
G20M4017	ORCHARD SUPPLY	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4018	UNIVERSAL FLOORING	1,076.00	1,076.00	012889390 5899	Custodial / Other Operating Expenses
G20M4019	UNIVERSAL FLOORING	3,111.00	3,111.00	012889390 5899	Custodial / Other Operating Expenses
G20M4021	RAINBOW ENVIRONMENTAL SERVICES	80,000.00	80,000.00	012869390 5570	Maintenance / Sanitation Fees
G20M4022	REGISTER	31.03	31.03	012869390 4325	Maintenance / Office Supplies
G20M4023	AMERICAN ENVIRONMENTAL SPECIAL	750.00	750.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
G20M4025	SAFETY-KLEEN CORP	1,750.00	1,000.00	012869390 5560	Maintenance / Fuel
			750.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4026	SIMPLEXGRINELL	720.00	720.00	012869390 5899	Maintenance / Other Operating Expenses

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4027	SIMPLEXGRINELL	4,000.00	4,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4028	SMARDEN SUPPLY COMPANY	2,000.00	2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4029	STAPLES	1,000.00	1,000.00	012869390 4325	Maintenance / Office Supplies
G20M4031	TIME AND ALARM SYSTEMS INC.	1,950.00	1,950.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4032	USA MOBILITY	650.00	200.00	012739961 5920	Health Services / Communications-Pagers,Beepers
			450.00	015999860 5920	Special Ed - Administration /
G20M4033	VISTA PAINT	4,000.00	3,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			1,000.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
G20M4034	UNIVERSAL FLOORING	1,437.00	1,437.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4035	WAXIE	10,000.00	10,000.00	012889390 4347	Custodial / Repair & Upkeep of Equipment
G20M4036	WESTCON ELEVATOR INC.	2,000.00	2,000.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4037	UNIVERSAL FLOORING	1,062.00	1,062.00	012889390 5899	Custodial / Other Operating Expenses
G20M4038	DAPPER TIRE COMPANY	993.28	993.28	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4039	BOBCAT OF CERRITOS	750.00	750.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4040	NYBERG ARCHITECTS	300.00	300.00	012869390 6222	Maintenance / Inspection Svcs Bldg Improve
G20M4041	BEACH WIRE & CABLE INC.	1,900.00	1,900.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4042	PRO PACIFIC BEE REMOVAL	800.00	800.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4043	UNIVERSAL FLOORING	1,795.00	1,795.00	012889390 5899	Custodial / Other Operating Expenses
G20M4044	EBERHARD EQUIPMENT	214.53	214.53	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4045	SOUTHERN COUNTIES OIL	1,800.00	900.00	012869390 5570	Maintenance / Sanitation Fees
			900.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4047	UNIVERSAL FLOORING	3,158.00	3,158.00	012889390 5899	Custodial / Other Operating Expenses
G20M4048	UNIVERSAL FLOORING	1,889.00	1,889.00	012889390 5899	Custodial / Other Operating Expenses
G20M4049	HEALY PLAQUES/TRIBUTE AWARDS	2,912.00	2,912.00	012839392 6299	Energy Manager / Other Building & Improvement
G20M4051	HOME DEPOT	773.41	773.41	012889390 4340	Custodial / Custodial Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4052	REFRIGERATION CONTROL COMPANY	166.59	166.59	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4053	ECOTEK CONSULTING INC.	1,800.00	1,800.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
G20M4054	OMEGA FIRE PROTECTION	5,000.00	5,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4055	APOLLO WOOD RECOVERY INC.	3,421.25	3,421.25	012869390 6110	Maintenance / Site Improvement - Playground
G20M4056	APOLLO WOOD RECOVERY INC.	9,039.15	9,039.15	012869390 6110	Maintenance / Site Improvement - Playground
G20M4057	VIKING ENVIRONMENTAL SOLUTIONS	809.00	809.00	012869390 5540	Maintenance / Waste Disposal
G20M4058	VIKING ENVIRONMENTAL SOLUTIONS	5,000.00	5,000.00	012869390 5540	Maintenance / Waste Disposal
G20M4059	REFRIGERATION CONTROL COMPANY	5,000.00	5,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4060	GRAINGER INC.	200.00	200.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4061	WALTERS WHOLESALE ELECTRIC CO	250.00	250.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4062	MCMASTER CARR SUPPLY CO	85.00	85.00	012899390 4343	Gardening / Gardening Supplies
G20M4063	MCKINLEY ELEVATOR CORP	500.00	500.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4064	BAGHOUSE SHEET METAL	5,877.00	5,877.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4065	WAXIE	95.00	95.00	012899390 4343	Gardening / Gardening Supplies
G20M4066	BIG TEX TRAILERS	540.00	540.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4067	TERRYS TESTING INC.	3,500.00	3,500.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4068	GRILLO FILTER SALES	2,733.40	2,733.40	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4069	A-1 FENCE COMPANY	2,492.00	2,492.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
G20M4070	SMARDEN SUPPLY COMPANY	234.31	234.31	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4071	UNITED RENTALS	550.00	550.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4072	GOLDEN STATE PAVING INC.	2,959.00	2,959.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4073	DAVE BANG ASSOCIATES	14,500.00	14,500.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4074	SMARDEN SUPPLY COMPANY	1,060.79	1,060.79	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4075	SMARDEN SUPPLY COMPANY	1,164.84	1,164.84	012869390 4347	Maintenance / Repair & Upkeep of Equipment

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4076	UNISOURCE	2,000.00	2,000.00	012889390 4347	Custodial / Repair & Upkeep of Equipment
G20M4077	SOUTH COAST AIR QUALITY	426.41	426.41	012869390 5570	Maintenance / Sanitation Fees
G20M4079	TERRYS TESTING INC.	1,500.00	1,500.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4080	GANAHL LUMBER COMPANY	1,135.42	1,135.42	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4081	ADVANCED GAS PRODUCTS	250.00	250.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4101	IRONMAN PARTS & SERVICE	100.00	100.00	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20M4102	TURF STAR INC.	950.00	950.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4103	AMERICAN ENVIRONMENTAL SPECIAL	1,000.00	1,000.00	012869390 6223	Maintenance / Tests & Examinations Bldgs
G20R0164	HOUGHTON MIFFLIN HARCOURT	3,017.00	3,017.00	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0165	HOUGHTON MIFFLIN HARCOURT	1,810.20	1,810.20	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0166	ORANGE COUNTY FAIR AND EXPOSIT	1,670.13	1,670.13	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0167	APPLE COMPUTER ORDER	534.92	534.92	012289961 4399	MAA - Administration / Equipment Under \$500.00
G20R0168	SPIEART INC.	2,145.00	2,145.00	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
G20R0169	BENTLEY PRINTING & GRAPHICS IN	400.02	400.02	017109275 4322	Testing / Testing Supplies
G20R0170	DELL INC	841.68	841.68	012289963 4410	MAA - Instructional / Fixed Assets
G20R0171	LAKESHORE LEARNING MATERIALS	25.00	25.00	015114160 4310	SpEd Summer School - SDC / Instructional Supplies
G20R0172	ENERGYCAP INC.	1,495.00	1,495.00	012839392 4325	Energy Manager / Office Supplies
G20R0173	METRO BUSINESS SOLUTIONS INC.	258.58	258.58	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
G20R0174	SOUTHWEST SCHOOL AND OFFICE SU	2,000.00	2,000.00	010013131 4310	Sch Site Instr - Gisler / Instructional Supplies
G20R0175	STAPLES	500.00	500.00	012723131 4325	Sch Site Admin - Gisler / Office Supplies
G20R0176	PARLANT TECHNOLOGY INC.	18,585.00	18,585.00	016509860 5915	6405 SSVF - Instructional / Notification System PACE
G20R0177	ARIEL SUPPLY INC.	665.90	665.90	012849380 4325	Fiscal Services / Office Supplies
G20R0178	SCHOOL SERVICES OF CALIFORNIA	585.00	195.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			390.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
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FROM 07/04/2012 TO 08/15/2012

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G20R0179	ACSA FOUNDATION FOR	395.00	395.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
G20R0180	MAGENTA COMPUTER CENTER	2,400.00	2,400.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
G20R0181	CDWG	222.06	222.06	016689380 4399	7394 TIIG Admin Tech-Operation / Equipment Under
G20R0182	METRO BUSINESS SOLUTIONS INC.	64.64	64.64	012658155 4325	Assessment and Accountability / Office Supplies
G20R0183	REGENCY THEATRES INC.	323.25	323.25	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0184	APPLE COMPUTER ORDER	1,731.40	1,731.40	012929395 4410	Home-to-School Transportation / Fixed Assets
G20R0185	METRO BUSINESS SOLUTIONS INC.	21,637.00	10,000.00	012059385 4325	Publications / Office Supplies
			11,637.00	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
G20R0186	METRO BUSINESS SOLUTIONS INC.	9,641.83	9,641.83	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
G20R0187	METRO BUSINESS SOLUTIONS INC.	3,774.48	3,774.48	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
G20R0188	SAMS CLUB	754.25	754.25	012849380 4325	Fiscal Services / Office Supplies
G20R0189	SAMS CLUB	646.50	646.50	012849380 4329	Fiscal Services / Disaster Supplies
G20R0190	KEENAN & ASSOCIATES	2,000.00	2,000.00	012849380 5450	Fiscal Services / OTHER INSURANCE
G20R0191	KEENAN & ASSOCIATES	2,800.00	2,800.00	682719470 5899	Workers Comp Admin / Other Operating Expenses
G20R0192	2H CONSTRUCTION INC.	40,999.00	40,999.00	019500000 5645	STAR Building DO - Revenue / Outside Srvs-Repairs &
G20R0193	LYNDE-ORDWAY COMPANY	309.50	309.50	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
G20R0194	ORANGE COUNTY DEPARTMENT OF ED	565.69	565.69	012329275 4310	Title II-Teacher Quality / Instructional Supplies
G20R0195	STAPLES	56.46	56.46	012849380 4325	Fiscal Services / Office Supplies
G20R0196	DE LAGE LANDEN FINANCIAL SERVI	21,750.04	21,750.04	012719385 5640	Purchasing / Outside Services - Leases
G20R0197	PURCHASE POWER	18,000.00	18,000.00	012719385 4335	Purchasing / Postage, Bulk Mail, Freight
G20R0198	MOBILE MODULAR	37,116.00	12,024.00	402862990 6299	Modernization - Fulton / Other Building & Improvement
			25,092.00	402864990 6299	Modernization - Masuda / Other Building & Improvement
G20R0199	ILLUMINATE EDUCATION INC.	24,968.00	24,968.00	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
G20R0200	CDWG	256.47	256.47	016689380 4399	7394 TIIG Admin Tech-Operation / Equipment Under

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0201	RESILIENT COMMUNICATIONS INC.	1,000.00	1,000.00	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
G20R0202	DEPARTMENT OF SOCIAL SERVICES	237.05	237.05	120016598 5899	Child Dev Newland Presch-Instr / Other Operating
G20R0203	DEPARTMENT OF SOCIAL SERVICES	474.10	474.10	120016498 5899	Child Dev Oka Preschool-Instr / Other Operating Expenses
G20R0204	DEPARTMENT OF SOCIAL SERVICES	237.05	237.05	120016698 5899	Child Dev Courreges Pres-Instr / Other Operating Expenses
G20R0205	DEPARTMENT OF SOCIAL SERVICES	237.05	237.05	120016198 5899	State Preschool Instructional / Other Operating Expenses
G20R0206	DEPARTMENT OF SOCIAL SERVICES	237.05	237.05	120016198 5899	State Preschool Instructional / Other Operating Expenses
G20R0207	RALPHS GROCERY COMPANY	538.75	538.75	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
G20R0208	SMART & FINAL	538.75	538.75	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
G20R0209	SOUTHWEST SCHOOL AND OFFICE SU	538.75	538.75	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
G20R0210	SAMS CLUB	538.75	538.75	120016698 4310	Child Dev Courreges Pres-Instr / Instructional Supplies
G20R0211	RALPHS GROCERY COMPANY	538.75	538.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0212	SMART & FINAL	538.75	538.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0213	SOUTHWEST SCHOOL AND OFFICE SU	538.75	538.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0214	SAMS CLUB	538.75	538.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0215	RALPHS GROCERY COMPANY	538.75	538.75	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
G20R0216	SMART & FINAL	538.75	538.75	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
G20R0217	SOUTHWEST SCHOOL AND OFFICE SU	538.75	538.75	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
G20R0218	SAMS CLUB	538.75	538.75	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
G20R0219	RALPHS GROCERY COMPANY	1,077.50	1,077.50	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0220	SMART & FINAL	1,077.50	1,077.50	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0221	SOUTHWEST SCHOOL AND OFFICE SU	1,077.50	1,077.50	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0222	SAMS CLUB	1,077.50	1,077.50	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0223	SOUTHWEST SCHOOL AND OFFICE SU	538.75	538.75	120016098 4325	Extended School Instructional / Office Supplies
G20R0224	PARTY BOUNCE	614.18	614.18	120016398 5812	ESP-Summer Camp Instructional / Admission Costs

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0225	BUFFETS INC.	1,211.11	1,211.11	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0226	CITY OF LA MIRADA	1,823.67	1,823.67	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0227	ATLANTIS PARK	118.53	118.53	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0228	CDWG	66.10	66.10	012929395 4399	Home-to-School Transportation / Equipment Under
G20R0229	MULLIGAN FAMILY FUN CENTER	1,777.88	1,777.88	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0231	PREMIER SCHOOL AGENDAS	748.50	748.50	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
G20R0232	ORANGE COUNTY DEPARTMENT OF ED	3,700.00	3,700.00	012719385 5818	Purchasing / Courier Service
G20R0233	UNITED PARCEL SERVICE	1,500.00	1,500.00	012719385 4335	Purchasing / Postage, Bulk Mail, Freight
G20R0234	DEPARTMENT OF SOCIAL SERVICES	474.10	474.10	120016798 5899	Child Dev Cox Preschool-Instr / Other Operating Expenses
G20R0235	LAKESHORE LEARNING MATERIALS	505.35	505.35	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0236	LAKESHORE LEARNING MATERIALS	323.25	323.25	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0237	STAPLES	107.75	107.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0238	TOYS R US	323.25	323.25	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0239	SCHOOL SERVICES OF CALIFORNIA	99.00	99.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
G20R0240	ARROWHEAD MOUNTAIN SPRING	8,141.72	486.00	010013189 4325	Donations - Gisler / Office Supplies
			297.77	012395098 4325	7395 Sch/Libr Imp Instr-DO / Office Supplies
			575.69	012719275 4325	Curriculum/Instruction Office / Office Supplies
			555.84	012719470 4325	Personnel Department / Office Supplies
			142.23	012722929 4325	Sch Site Admin - Fulton / Office Supplies
			581.85	012723232 4325	Sch Site Admin - Cox / Office Supplies
			436.39	012723789 4325	Donations Clerical - Oka / Office Supplies
			775.80	012723838 4325	Sch Site Admin - Talbert / Office Supplies
			452.55	012724040 4325	Sch Site Admin - Plavan / Office Supplies
			969.75	012724787 4325	Other Donations Clerical-Courr / Office Supplies
			814.59	012724949 4325	Sch Site Admin - Masuda / Office Supplies
			555.84	012849380 4325	Fiscal Services / Office Supplies
			668.96	012869390 4325	Maintenance / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0240	*** CONTINUED ***				
			421.20	012919395 4325	Special Ed. Transportation / Office Supplies
			258.60	120336098 4325	Extended School Administration / Office Supplies
			148.66	133207380 4325	Cafeteria Fund / Office Supplies
G20R0241	BANC OF AMERICA LEASING	33,361.71	33,361.71	012719385 5640	Purchasing / Outside Services - Leases
G20R0242	CODESP	1,850.00	1,850.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
G20R0243	CSPCA	657.00	657.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
G20R0244	SAN JOAQUIN COUNTY OF EDUCATIO	764.75	382.37	012719470 5825	Personnel Department / Advertising
			382.38	012819771 5825	Personnel Commission / Advertising
G20R0245	KNOTT'S BERRY FARM	7,116.39	7,116.39	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0246	ISITE SOFTWARE LLC	1,077.51	1,077.51	133207380 4310	Cafeteria Fund / Instructional Supplies
G20R0247	SOUTHWEST SCHOOL AND OFFICE SU	1,000.00	1,000.00	012289961 4325	MAA - Administration / Office Supplies
G20R0248	CISNEROS, ISRAEL	350.00	350.00	017609165 5215	Management Staff Development / Staff Development
G20R0249	STAPLES	53.88	53.88	012658155 4325	Assessment and Accountability / Office Supplies
G20R0250	SEASCAPE KIDS FUN LLC	808.13	808.13	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0251	TRACE3	3,975.00	3,975.00	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
G20R0252	SOUTHLAND SHREDDING	107.75	107.75	012289961 5899	MAA - Administration / Other Operating Expenses
G20R0253	DISCOUNT SCHOOL SUPPLY	215.50	215.50	120016198 4310	State Preschool Instructional / Instructional Supplies
G20R0254	DISCOUNT SCHOOL SUPPLY	969.75	969.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0255	ECKER, MARC	900.00	900.00	012719165 5210	Superintendent / Travel, Conference, Workshop
G20R0256	ACSA XVII	250.00	250.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
G20R0257	METRO BUSINESS SOLUTIONS INC.	45,739.88	45,739.88	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
G20R0258	CIT FINANCE LLC	50,075.00	50,075.00	012059385 5640	Publications / Outside Services - Leases
G20R0259	I-SAFE INC.	1,950.00	1,950.00	012395098 5899	7395 Sch/Libr Imp Instr-DO / Other Operating Expenses
G20R0260	BENTLEY PRINTING & GRAPHICS IN	87.27	87.27	012719470 4325	Personnel Department / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0261	TARGET STORES	323.25	323.25	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0262	CONSTRUCTIVE PLAYTHINGS	215.50	215.50	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0263	PARTY BOUNCE	592.63	592.63	120016398 5812	ESP-Summer Camp Instructional / Admission Costs
G20R0264	PARTY BOUNCE	129.30	129.30	120016398 5751	ESP-Summer Camp Instructional / Direct Cost - Field Trips
G20R0265	SAMS CLUB	100.00	100.00	012719470 4325	Personnel Department / Office Supplies
G20S8001	UNISOURCE	13,850.63	13,850.63	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8002	WAXIE	9,387.45	9,387.45	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	604,653.23			
	Fund 12 Total:	32,637.55			
	Fund 13 Total:	1,726.17			
	Fund 40 Total:	37,116.00			
	Fund 68 Total:	2,800.00			
	Total Amount of Purchase Orders:	678,932.95			

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

08/23/2012

FROM 07/04/2012 TO 08/15/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0079	THERAPRO INC	241.80	+20.55	012289961 4310	MAA - Administration / Instructional Supplies
G20R0091	SCANTRON	830.80	+47.08	010143838 4310	Sch Site Instr - Talbert / Instructional Supplies
G20R0138	PEARSON EDUCATION	6,282.24	+463.03	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0139	PEARSON EDUCATION	4,618.63	+345.15	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0144	PEARSON EDUCATION	4,985.37	+268.23	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0145	PEARSON EDUCATION	2,647.15	+135.47	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0146	PEARSON EDUCATION	3,534.62	+197.23	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0149	PEARSON EDUCATION	5,731.21	+328.42	012129078 4110	Lottery Instructional Material / Basic Textbooks

Fund 01 Total: 1,805.16

Total Amount of Change Orders: 1,805.16

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2012 73

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	503,791.00	123,276.00
1200	CERTIFICATED PUPIL SUPPORT		1,709.00
1300	SUPERVISION AND ADMINISTRATORS	4,001.00	172.00
1900	OTHER CERTIFICATED	1,000.00	
2100	INSTRUCTIONAL AIDES' SALARIES	52,279.00	88,716.00
2200	CLASSIFIED SUPPORT	34,246.00	13,833.00
2300	SUPERVISION AND ADMINSTRATOR	21,993.00	15,000.00
2400	CLERICAL & OFFICE SALARIES	46,683.00	25,908.00
2900	OTHER CLASSIFIED SALARIES	11,037.00	7,642.00
3101	STRS-CERTIFICATED POSITIONS	42,904.00	4,494.00
3102	STRS-CLASSIFIED	70.00	244.00
3201	PERS-CERTIFICATED	388.00	446.00
3202	PERS-CLASSIFIED	23,699.00	10,450.00
3313	MEDICARE-CERTIFICATED	11,761.00	863.00
3314	MEDICARE-CLASSIFIED	5,012.00	1,676.00
3353	ARP-CERTIFICATED	330.00	27.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	421.00	103.00
3355	OASDI-CERTIFICATED	242.00	141.00
3356	OASDI-CLASSIFIED	18,292.00	6,486.00
3401	HEALTH & WELFARE-CERTIFICATED	2,693.00	2,001.00
3402	HEALTH & WELFARE-CLASSIFIED	1,333.00	
3501	SUI-CERTIFICATED	14,761.00	1,005.00
3502	SUI-CLASSIFIED	6,366.00	1,453.00
3601	WORKERS'COMP-CERTIFICATED	9,324.00	1,291.00
3602	WORKERS'COMP-CLASSIFIED	4,738.00	2,677.00
3701	RETIREE BENEFITS-CERTIFICATED	8,849.00	
3702	RETIREE BENEFITS-CLASSIFIED		4,667.00
3801	PERS REDUCTION-CERTIFICATED	117.00	44.00
3802	PERS REDUCTION-CLASSIFIED	3,971.00	294.00
3901	OTHER BENEFITS-CERTIFICATED	20,609.00	
3953	Long Term Disability-Cert	16.00	
4200	BOOKS OTHER THAN TEXTBOOKS	138.00	
4300	MATERIALS & SUPPLIES	22,008.00	20,891.00
4400	NONCAPITALIZATION EQUIPMENT	37.00	30,766.00
5200	TRAVEL & CONFERENCES	6,251.00	5,690.00
5300	DUES AND MEMBERSHIPS	74.00	8.00
5600	RENTALS,LEASES AND REPAIRS	22,304.00	1.00
5711	Direct Cost - Field Trips		694.00
5712	Direct Cost - Postage		43.00
5713	Direct Cost-Printing & Reprod	196.00	129.00
5800	PROF/CONS SERV & OPER EXPENSE	130,304.00	31,804.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2012 73

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
7142	Excess Costs/County Offices	1,654.00	
7310	TRANSFER OF INDIRECT COSTS	14,704.00	16.00
9740	RESTRICTED BALANCE		2,727.00
9790	UNASSIGNED/UNAPPROPRIATED	8,501.00	649,710.00
Subfund Total:		1,057,097.00	1,057,097.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 74

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	76,718.00	30,254.00
1200	CERTIFICATED PUPIL SUPPORT	1,009.00	3,330.00
1300	SUPERVISION AND ADMINISTRATORS	173.00	
2100	INSTRUCTIONAL AIDES' SALARIES	129,521.00	63,708.00
2200	CLASSIFIED SUPPORT	69,018.00	27,406.00
2300	SUPERVISION AND ADMINSTRATOR	125.00	8,840.00
2400	CLERICAL & OFFICE SALARIES	7,406.00	3,863.00
2900	OTHER CLASSIFIED SALARIES		19,033.00
3101	STRS-CERTIFICATED POSITIONS	7,715.00	1,908.00
3201	PERS-CERTIFICATED	63.00	
3202	PERS-CLASSIFIED	26,797.00	4,785.00
3313	MEDICARE-CERTIFICATED	4,122.00	275.00
3314	MEDICARE-CLASSIFIED	7,530.00	1,061.00
3353	ARP-CERTIFICATED	152.00	17.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	756.00	500.00
3355	OASDI-CERTIFICATED	86.00	
3356	OASDI-CLASSIFIED	18,741.00	2,439.00
3401	HEALTH & WELFARE-CERTIFICATED	4,267.00	267.00
3501	SUI-CERTIFICATED	4,609.00	307.00
3502	SUI-CLASSIFIED	5,752.00	793.00
3601	WORKERS'COMP-CERTIFICATED	1,600.00	428.00
3602	WORKERS'COMP-CLASSIFIED	3,374.00	1,785.00
3801	PERS REDUCTION-CERTIFICATED	22.00	1.00
3802	PERS REDUCTION-CLASSIFIED	5,258.00	3,680.00
4100	TEXTBOOKS	2,965.00	35,321.00
4200	BOOKS OTHER THAN TEXTBOOKS		1,796.00
4300	MATERIALS & SUPPLIES	23,497.00	27,564.00
4400	NONCAPITALIZATION EQUIPMENT		16,286.00
5200	TRAVEL & CONFERENCES	115.00	291.00
5500	OPERATIONS & HOUSEKEEPNG SVCS	26,015.00	63,474.00
5600	RENTALS,LEASES AND REPAIRS	1,440.00	619.00
5711	Direct Cost - Field Trips	426.00	
5712	Direct Cost - Postage	43.00	
5713	Direct Cost-Printing & Reprod	514.00	581.00
5750	Direct Cost - Printing & Repro	84.00	
5751	Direct Cost - Field Trips		50.00
5752	Direct Cost - Postage	8.00	
5800	PROF/CONS SERV & OPER EXPENSE	91,656.00	141,888.00
5900	COMMUNICATIONS		11,203.00
6200	BUILDING AND IMPROVE OF BLDGS	17,290.00	245.00
6400	EQUIPMENT	933.00	

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2012 74

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
7141	Excess Costs/Deficit Pay-Schls		184,385.00
7142	Excess Costs/County Offices	5,678.00	
7310	TRANSFER OF INDIRECT COSTS	226.00	14,914.00
7350	TRANSFER INDIRECT COST IFT	2,543.00	12,328.00
8000	REVENUE LIMIT SOURCES	136,566.00	309,463.00
8100	FEDERAL INCOME		8,556.00
8200	FEDERAL INCOME		38,588.00
8500	STATE INCOME	467.00	75,768.00
8600	LOCAL INCOME	39,552.00	119,702.00
8700	OTHER REVENUES	21,797.00	
8900	INCOMING TRANSFERS	1,117,013.00	377,857.00
9712	NONSPENDABLE STORES	3,492.00	
9713	NONSPENDABLE PREPAID EXPENSE		2,550.00
9740	RESTRICTED BALANCE	13,929.00	38,588.00
9780	OTHER ASSIGNMENTS		136,830.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		2,645.00
9790	UNASSIGNED/UNAPPROPRIATED	1,181,027.00	494,996.00
Subfund Total:		3,062,090.00	2,291,168.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 75

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
1100	TEACHERS' SALARIES	1,100.00	
1200	CERTIFICATED PUPIL SUPPORT		44.00
2100	INSTRUCTIONAL AIDES' SALARIES	74,479.00	21,742.00
2200	CLASSIFIED SUPPORT	385.00	443.00
2400	CLERICAL & OFFICE SALARIES	6,816.00	4,924.00
3201	PERS-CERTIFICATED		5.00
3202	PERS-CLASSIFIED	14,359.00	20.00
3313	MEDICARE-CERTIFICATED	7.00	1.00
3314	MEDICARE-CLASSIFIED	1,232.00	1.00
3353	ARP-CERTIFICATED	94.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED	965.00	159.00
3355	OASDI-CERTIFICATED		3.00
3356	OASDI-CLASSIFIED	7,789.00	
3501	SUI-CERTIFICATED	18.00	1.00
3502	SUI-CLASSIFIED	2,014.00	
3601	WORKERS'COMP-CERTIFICATED	22.00	2.00
3602	WORKERS'COMP-CLASSIFIED	1,218.00	97.00
3801	PERS REDUCTION-CERTIFICATED		1.00
3802	PERS REDUCTION-CLASSIFIED	2,377.00	4.00
4300	MATERIALS & SUPPLIES	6,423.00	962.00
5200	TRAVEL & CONFERENCES	138.00	423.00
5751	Direct Cost - Field Trips	50.00	
5753	Direct Cost - Food Services		483.00
5800	PROF/CONS SERV & OPER EXPENSE	226.00	185.00
5900	COMMUNICATIONS	148.00	
7350	TRANSFER INDIRECT COST IFT	12,328.00	2,543.00
8600	LOCAL INCOME	524.00	35,776.00
9740	RESTRICTED BALANCE	423.00	135,820.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2012 75

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
Subfund Total:		133,135.00	203,639.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 76

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT	10,177.00	777.00
2300	SUPERVISION AND ADMINSTRATOR	3.00	
2400	CLERICAL & OFFICE SALARIES	2,193.00	20.00
3202	PERS-CLASSIFIED	2,761.00	
3314	MEDICARE-CLASSIFIED	435.00	
3354	ALTERNATIVE RETIRE-CLASSIFIED		3.00
3356	OASDI-CLASSIFIED	2,568.00	
3502	SUI-CLASSIFIED	665.00	
3602	WORKERS'COMP-CLASSIFIED	231.00	
3802	PERS REDUCTION-CLASSIFIED	1,436.00	
5200	TRAVEL & CONFERENCES		1,493.00
5600	RENTALS,LEASES AND REPAIRS		2,982.00
5750	Direct Cost - Printing & Repro		84.00
5752	Direct Cost - Postage		8.00
5753	Direct Cost - Food Services	483.00	
5800	PROF/CONS SERV & OPER EXPENSE	2,084.00	
6400	EQUIPMENT	16,000.00	
8200	FEDERAL INCOME		30,605.00
8500	STATE INCOME		3,182.00
8600	LOCAL INCOME	170.00	25.00
9712	NONSPENDABLE STORES		2,505.00
9740	RESTRICTED BALANCE	2,505.00	67,311.00
Subfund Total:		41,711.00	108,995.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 77

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

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	2.00	
7619	IFT-TRFS OUT ALL OTHER IFTs		32,197.00
8600	LOCAL INCOME		11.00
9760	OTHER COMMITMENTS	32,191.00	7.00
Subfund Total:		32,193.00	32,215.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 78

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE	2.00	159.00
6200	BUILDING AND IMPROVE OF BLDGS	1,500.00	
8600	LOCAL INCOME		5,431.00
9780	OTHER ASSIGNMENTS		6,774.00
Subfund Total:		1,502.00	12,364.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 79

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

Fund: 3535 SCHOOL FACILITIES

Object	Description	FROM	TO
8600	LOCAL INCOME		26.00
9780	OTHER ASSIGNMENTS		26.00
Subfund Total:		0.00	52.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 80

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

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

Object	Description	FROM	TO
5800	PROF/CONS SERV & OPER EXPENSE		2.00
7612	IFT BETWEEN GEN,&SPEC.RES.FUND	771,353.00	
8600	LOCAL INCOME		4,512.00
9780	OTHER ASSIGNMENTS		775,863.00
Subfund Total:		771,353.00	780,377.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 81

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
2400	CLERICAL & OFFICE SALARIES	2,500.00	
3202	PERS-CLASSIFIED	273.00	
3314	MEDICARE-CLASSIFIED	43.00	
3356	OASDI-CLASSIFIED	183.00	
3502	SUI-CLASSIFIED	60.00	
3602	WORKERS'COMP-CLASSIFIED	50.00	
3802	PERS REDUCTION-CLASSIFIED	53.00	
4300	MATERIALS & SUPPLIES	75.00	
5600	RENTALS,LEASES AND REPAIRS	350.00	
5800	PROF/CONS SERV & OPER EXPENSE	2,390.00	8,361.00
8600	LOCAL INCOME		32,191.00
9790	UNASSIGNED/UNAPPROPRIATED		29,807.00
Subfund Total:		5,977.00	70,359.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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 82

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
2400	CLERICAL & OFFICE SALARIES	159.00	
3202	PERS-CLASSIFIED	216.00	
3314	MEDICARE-CLASSIFIED	3.00	
3356	OASDI-CLASSIFIED	10.00	
3502	SUI-CLASSIFIED	3.00	
3602	WORKERS'COMP-CLASSIFIED	4.00	
3701	RETIREE BENEFITS-CERTIFICATED		9,858.00
3702	RETIREE BENEFITS-CLASSIFIED	14,878.00	
3802	PERS REDUCTION-CLASSIFIED	41.00	
4300	MATERIALS & SUPPLIES		189.00
5800	PROF/CONS SERV & OPER EXPENSE	8,860.00	
8600	LOCAL INCOME	56,636.00	23.00
9713	NONSPENDABLE PREPAID EXPENSE		32,086.00
9790	UNASSIGNED/UNAPPROPRIATED	74,595.00	23.00
Subfund Total:		155,405.00	42,179.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, August 23, 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

10055 Slater Ave. #250
Fountain Valley, CA 92708

(714) 962-FVCC (3822)
www.fvchamber.com

Invoice

Date	Invoice #
8/1/2012	33132

Bill To
Fountain Valley School District Attn: Marc Ecker, PhD., Supt. 10055 Slater Ave. Fountain Valley, CA 92708

P.O. No.	Terms	Project
	See Below	

Quantity	Description	Rate	Amount
	<p>Membership Investment Renewal - Oct 2012 - Sep 2013</p> <p>FOUNTAIN VALLEY CHAMBER OF COMMERCE IS NOW ACCEPTING DUES PAYMENTS IN THREE EASY INSTALLMENTS OVER THREE MONTHS!</p> <p>IF YOU WISH TO PAY BY CREDIT CARD, PLEASE COMPLETE THE INFORMATION BELOW AND RETURN A COPY OF THIS INVOICE BY FAX TO (714) 962-2045 OR VIA REGULAR MAIL TO THE CHAMBER OFFICE (PLEASE DO NOT EMAIL SENSITIVE CREDIT CARD INFORMATION):</p> <p>I hereby authorize Fountain Valley Chamber of Commerce to charge my _____ VISA _____ MASTER CARD _____ DISCOVER in ____ 1 ____ 3 Installments in payment of the dues amount set forth above. If I elect the three-installment payment method, I understand that (a) my membership will be cancelled if I direct you to stop processing my credit card before all three payments are made and (b) I will not receive any refunds of any installments paid.</p> <p>Credit Card Number: _____</p> <p>CVC Code (three digit code on rear) _____ Expiration Date: _____</p> <p>Billing Address: _____</p> <p>Billing City, State, Zip _____</p> <p>Signature: _____</p> <p>Fountain Valley Chamber of Commerce is a California 501(c)(6) nonprofit corporation, federal tax id number 95-2506833</p>	303.00	303.00
		Total	\$303.00



FOUNTAIN VALLEY SCHOOL DISTRICT

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

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent, Instruction

FROM: Abby Bickford, Director, Support Services

SUBJECT: Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services Agreement

DATE: August 16, 2012 – for August 23, 2012 Board Meeting

BACKGROUND

Orange County Department of Education is offering Positive Behavioral Intervention & Supports (PBIS) and Violence Prevention Education Services to the residents of Orange County. District will have five participating schools. District will ensure that PBIS is one of the site's top three goals. District staff to be trained to become experienced and competent to perform services required for implementation of this program. District to receive \$13,500.00 in funds to cover staff trainings, release time and support. Allocation of funds are as follows:

Fulton @ \$3,600
Plavan @ \$3,600
Courreges @ \$2,100
Gisler @ \$2,100
Newland @ \$2,100

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement for Provision of Positive Behavioral Interventions and Supports (PBIS) and Violence Prevention Education Services from September 18, 2012 through June 30, 2013 and authorize the Superintendent or designee to sign all documents.

sb

AGREEMENT FOR PROVISION OF
POSITIVE BEHAVIORAL INTERVENTION AND SUPPORTS
AND VIOLENCE PREVENTION EDUCATION SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
FOUNTAIN VALLEY SCHOOL DISTRICT
FISCAL YEAR 2012/2013

THIS AGREEMENT, entered into this 25th day of July, 2012, which date is enumerated for purposes of reference only, is by and between Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as "SUPERINTENDENT," and Fountain Valley School District, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Positive Behavioral Intervention and Supports and Violence Prevention Education Services to the residents of Orange County; and

WHEREAS, SUPERINTENDENT is desirous of contracting with DISTRICT, subject to the approval of the County Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of the replacement of personnel, from the designated and approved substitute staff roster, to allow approved team members to attend trainings in order to comply with the Agreement with COUNTY to provide Positive Behavioral Intervention and Supports (PBIS) Services to the residents of Orange County; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services required, and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT, DISTRICT, and ADMINISTRATOR.

2. COMPENSATION

A. SUPERINTENDENT shall compensate DISTRICT up to a maximum obligation of Thirteen thousand five hundred dollars (\$13,500.00) for the term of this Agreement, for services provided as identified herein in Section 12, SERVICES TO BE PROVIDED. DISTRICT must submit invoices each quarter to

SUPERINTENDENT. All billings for the contract period must be received by SUPERINTENDENT no later than June 15, 2013. DISTRICT agrees that failure of DISTRICT to timely claim reimbursement as required in this Agreement shall result in the inability of SUPERINTENDENT to pay DISTRICT for such services due to funding requirements of COUNTY.

B. Reimbursement for substitute costs includes salary and benefits and shall not exceed a total of One hundred fifty dollars (\$150.00) per day per substitute from the designated and approved substitute staff roster.

C. DISTRICT shall receive no compensation for the services provided pursuant to this agreement other than the rate set forth above.

D. The obligation of SUPERINTENDENT under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. SUPERINTENDENT shall give DISTRICT written notification of such termination as specified in the Termination subparagraph of this Agreement. Notice shall be deemed served on the date of mailing.

E. Payment shall be mailed to: Fountain Valley School District, 10055 Slater Avenue, Fountain Valley, California 92708, or at such other place as DISTRICT may designate in writing.

F. With prior written approval, SUPERINTENDENT and DISTRICT may modify a school's total dollar allocation as described in Exhibit A, attached hereto and incorporated herein by reference. Such modification shall not change the DISTRICT'S total dollar compensation amount as described in Section 2(A), COMPENSATION. All school dollar allocation modifications shall be attached to this AGREEMENT as part of Exhibit A.

G. SUPERINTENDENT and DISTRICT may mutually agree, in writing with approval of COUNTY, to modify Paragraph 2 above.

3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Compliance Program by ADMINISTRATOR's Compliance Officer, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Compliance Program and related policies and procedures.

5. Failure of DISTRICT to submit its Compliance Program and relevant policies and procedures shall

constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. SUPERINTENDENT shall ensure that DISTRICT is made aware of ADMINISTRATOR's Code of Conduct, which is referenced herein and is available for download at www.ochealthinfo.com/admin/compliance.

2. DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. SUPERINTENDENT has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of SUPERINTENDENT's Code of Conduct by ADMINISTRATOR, DISTRICT shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of SUPERINTENDENT's Code of Conduct.

5. DISTRICT shall submit to SUPERINTENDENT a signed acknowledgement and agreement that DISTRICT shall comply with SUPERINTENDENT or ADMINISTRATOR's Code of Conduct.

6. Failure of DISTRICT to timely submit the acknowledgement of SUPERINTENDENT or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from SUPERINTENDENT shall constitute grounds for termination of this Agreement as to the non-complying party.

C. COMPLIANCE TRAINING - SUPERINTENDENT shall make ADMINISTRATOR's General Compliance Training and Provider Compliance Training, where appropriate, available to DISTRICT and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. DISTRICT shall retain the certifications. Upon written request by SUPERINTENDENT, DISTRICT shall provide copies of the certifications.

4. EMPLOYEE ELIGIBILITY VERIFICATION

DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, sub-subcontractors and consultants performing work

hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

5. INDEMNIFICATION

A. DISTRICT agrees to indemnify, defend with counsel approved in writing by SUPERINTENDENT and COUNTY, and hold SUPERINTENDENT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

B. SUPERINTENDENT agrees to indemnify, defend with counsel approved in writing by DISTRICT and COUNTY, and hold DISTRICT and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by DISTRICT pursuant to this Agreement. If judgment is entered against DISTRICT, SUPERINTENDENT, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then DISTRICT, SUPERINTENDENT, and COUNTY agree that liability will be apportioned as determined by the court. None of the parties shall request a jury apportionment.

6. INSPECTIONS AND AUDITS

A. SUPERINTENDENT, ADMINISTRATOR, or any authorized representative of COUNTY shall have access to any books, documents, and records, including but not limited to, financial records of DISTRICT that are directly pertinent to this Agreement, for the purpose of responding to an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. DISTRICT shall actively participate and cooperate with any person specified in subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, SUPERINTENDENT may terminate this Agreement as provided for in the Termination paragraph or direct DISTRICT to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to SUPERINTENDENT and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from SUPERINTENDENT and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by DISTRICT to SUPERINTENDENT, or payment of sums due from SUPERINTENDENT to DISTRICT, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from DISTRICT to SUPERINTENDENT, and such reimbursement is not received within said sixty (60) calendar days, SUPERINTENDENT may, in addition to any other remedies provided by law, reduce any amount owed DISTRICT by an amount not to exceed the reimbursement due SUPERINTENDENT.

D. DISTRICT shall forward to SUPERINTENDENT a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of DISTRICT's operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

7. LICENSES AND LAW

A. DISTRICT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. DISTRICT shall notify SUPERINTENDENT immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. DISTRICT agrees to furnish to SUPERINTENDENT within thirty (30) calendar days of the award of this Agreement:

a. A certification that DISTRICT has fully complied with all applicable federal and state reporting requirements regarding its employees;

b. A certification that DISTRICT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of DISTRICT to timely submit the data and/or certifications required by subparagraphs 1.a. or 1.b. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

8. NONDISCRIMINATION

A. EMPLOYMENT

1. During the performance of this Agreement, DISTRICT shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. DISTRICT shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from SUPERINTENDENT and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

B. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and DISTRICT may be declared ineligible for further contracts involving federal, state or county funds.

9. PAYMENTS

A. SUPERINTENDENT shall pay DISTRICT for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed DISTRICT'S Maximum Obligation; and provided further, DISTRICT'S costs are reimbursable pursuant to County, State, and Federal Regulations.

B. DISTRICT'S billings shall provide such information as is required by SUPERINTENDENT. Payments to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of the correctly completed billing form.

C. All billings to SUPERINTENDENT shall be supported by DISTRICT, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision of this Agreement.

E. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement.

F. DISTRICT shall receive no compensation for the services provided pursuant to this Agreement other than the rate set forth above.

G. DISTRICT shall be required to obtain prior written approval from SUPERINTENDENT'S designated Special Projects staff noted below for any budget adjustments:

Shannon Anderson
Senior Project Accountant
200 Kalmus Drive
Costa Mesa, CA 92626
Telephone: (714)966-4074
Fax: (714)668-7942
Email: sanderson@ocde.us

10. RECORDS MANAGEMENT AND MAINTENANCE

A. DISTRICT, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

B. DISTRICT shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. DISTRICT shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

D. DISTRICT shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

E. If DISTRICT is unable to meet the record location criteria above, SUPERINTENDENT and ADMINISTRATOR may provide written approval to DISTRICT to maintain records in a single location, identified by DISTRICT.

11. REPORTS

A. DISTRICT shall be required to submit to SUPERINTENDENT fiscal and/or programmatic reports, as requested by SUPERINTENDENT.

B. Additional Reports: Upon SUPERINTENDENT's request, DISTRICT shall make such additional reports available, as required by SUPERINTENDENT concerning DISTRICT's activities as they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested and allow thirty (30) calendar days for DISTRICT to respond.

12. SERVICES TO BE PROVIDED

DISTRICT shall provide the replacement of personnel, from the designated and approved staff roster, to allow approved team members to attend trainings in order to comply with the Agreement with COUNTY to provide Positive Behavioral Intervention and Supports (PBIS) Services to the residents of Orange County for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A of this Agreement.

13. SPECIAL PROVISIONS

A. DISTRICT shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Supplanting current funding for existing services.
3. Purchase of gifts, meals, entertainment, awards, or other personal expenses for DISTRICT's staff.
4. Making personal loans to DISTRICT's staff or making salary advances or giving bonuses to

DISTRICT's staff.

5. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.

14. STATUS OF DISTRICT

A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this Agreement.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, SUPERINTENDENT, and DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment.

E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of SUPERINTENDENT or COUNTY employees and shall not be considered in any manner to be SUPERINTENDENT or COUNTY employees.

15. TAX LIABILITY

DISTRICT shall report and pay all applicable federal, state, and local income taxes or similar levies as a result of any monies paid by SUPERINTENDENT under this Agreement. DISTRICT shall indemnify, defend and hold COUNTY and SUPERINTENDENT harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from COUNTY or SUPERINTENDENT any such monies, or penalties or interest imposed, resulting from any failure of DISTRICT to comply with the provisions of this paragraph.

16. TERM

The term of this Agreement shall commence on September 18, 2012 and terminate no later than June 30, 2013; provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

17. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, SUPERINTENDENT may terminate this Agreement upon five (5) calendar days written notice if DISTRICT fails to perform any of the terms of this Agreement. At SUPERINTENDENT's sole discretion, DISTRICT may be allowed up to thirty (30) calendar days for corrective action.

C. SUPERINTENDENT may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by DISTRICT of legal capacity.
2. Cessation of services.
3. The delegation or assignment of DISTRICT's services, operation or administration to another entity without the prior written consent of COUNTY.
4. Unethical conduct or malpractice by any licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if DISTRICT removes such licensed person from serving persons treated or assisted pursuant to this Agreement.

D. CONTINGENT FUNDING

1. Any obligation of SUPERINTENDENT and COUNTY under this Agreement is contingent upon the following:

- a. The continued availability of federal, state and county funds for reimbursement of SUPERINTENDENT's and COUNTY's expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

18. NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

SUPERINTENDENT: Orange County Superintendent of Schools
 200 Kalmus Drive
 P.O. Box 9050
 Costa Mesa, California 92628-9050
 Attn: Patricia McCaughey

DISTRICT: Fountain Valley School District
10055 Slater Avenue
Fountain Valley, California 92708
Attn: _____

19. TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20. DELEGATION AND ASSIGNMENT. DISTRICT may not delegate the obligations hereunder, either in whole or in part, without prior written consent of SUPERINTENDENT and ADMINISTRATOR. This AGREEMENT shall not terminate or alter the responsibilities of SUPERINTENDENT to COUNTY to assure that all activities and provisions described in COUNTY'S Agreement with SUPERINTENDENT shall be carried out.

21. COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and COUNTY, and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT, DISTRICT's business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

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

23. SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

24. GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.



Authorized Signer

July 25, 2012

DATE

Name of Organization: Orange County Superintendent of Schools
Address: 200 Kalmus Drive
Costa Mesa, CA 92626

Authorized Signer

DATE

Name of Organization: Fountain Valley School District
Address: 10055 Slater Avenue
Fountain Valley, CA 92708

ADMINISTRATOR (Approved as to Form)

DATE

Name of Organization: County of Orange, Health Care Agency
Address: HCA/Contract Development and Management
405 W 5th Street
Santa Ana, CA 92701

EXHIBIT "A"
Fountain Valley School District
Participating Schools

<u>School</u>	<u>Allocation Per School</u>
<ul style="list-style-type: none"> ✓ Three training days: <u>5</u> team members x 2 schools x 3 days at a substitute reimbursement rate of up to \$150.00 per day ✓ Coaches Training: <u>1</u> PBIS coach x 2 schools x 4 days at a substitute reimbursement rate of up to \$150.00 per day ✓ RTI Conference Sub Costs: <u>5</u> team members x 2 schools x 1 day at a substitute reimbursement rate of up to \$150.00 per day 	
<p>Substitute reimbursement rate based on actual costs including benefits not to exceed \$150.00 per day</p>	
<u>Tier 1 2012-2013 Cadre</u>	
Harry C. Fulton Middle School	\$3,600.00*
Urbain H. Plavan Elementary School	\$3,600.00*

<u>School</u>	<u>Allocation Per School</u>
<ul style="list-style-type: none"> ✓ One Training Days: <u>6</u> team members x 3 schools x 1 day at a substitute reimbursement rate of up to \$150.00 per day ✓ Coaches Trainings: <u>1</u> PBIS coach x 3 schools x 4 (½ days) at a substitute reimbursement rate of up to \$75.00 per day ✓ RTI Conference sub costs: <u>6</u> team members x 3 schools x 1 day at a substitute reimbursement rate of up to \$150.00 per day 	
<u>Tier 3 2010-2011 Cadre</u>	
Roch Courreges Elementary	\$2,100.00*
Robert Gisler Elementary	\$2,100.00*
William T. Newland Elementary	\$2,100.00*

****Maximum obligation not to exceed total District contract of \$13,500 for term of the agreement.**

***Pursuant to Section 2(F), COMPENSATION, of the Agreement:**

- F. With prior written approval, SUPERINTENDENT AND DISTRICT may modify a school's total dollar allocation as described in Exhibit A, attached hereto and incorporated herein by reference. Such modification shall not change the DISTRICT'S total dollar compensation amount as described in Section 2(A), COMPENSATION. All school dollar allocation modifications shall be attached to the AGREEMENT as part of Exhibit A.**

**FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction**

MEMORANDUM

TO: Marc Ecker, Ph.D., Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***2012-13 OUTDOOR SCIENCE EDUCATION STUDY TRIPS***
DATE: July 11, 2012

BACKGROUND

Board Policy 6153 requires that the Board of Trustees approve annually a list of the Outdoor Science Education Study Trips. The Outdoor Science Education Study Trips in which Fountain Valley School District pupils may be participating in during the 2012-13 school year include:

ORANGE COUNTY DEPARTMENT OF EDUCATION, INSIDE THE OUTDOORS PROGRAM

- **Outdoor Science School** - Overnight program (*Designed for fifth/sixth grades*)

Outdoor Science School, in operation since 1974, offers four and five day programs for fifth and sixth grade students at various sites in the San Bernardino Mountains. The four sites are adjacent to the San Bernardino National Forest and provide a unique opportunity to study the natural environment. The weeklong experience also provides an ideal atmosphere for the development of social skills and self-esteem. Both students and teachers leave Outdoor Science School knowing more about the natural world and themselves. The four sites are:

- Calvary
- Cedar Crest
- Creekside
- Forest Center

- **Science Study Field Programs**

- **One or two-day program**

- Santiago Oaks (second and third grade)
- Wild Wetlands (second and third grade)
- Irvine Regional Park (fourth grade)
- Upper Newport Bay (fourth grade)
- Dana Point (fourth and sixth grade)
- Caspers Park (fifth and sixth grade)
- Crystal Cove (fifth and sixth grade)
- Modjeska Canyon (fifth and sixth grade)
- Rancho Sonado (fifth and sixth grade)

- **One-half day program**

- Key Ranch (third and fourth grade)
- Helena Modjeska House (third and fourth grade)

- **Environmental Nature Center (ENC) ~Shipley Nature Center & Mt. San Antonio College**

- Ecosystem Extravaganza (*designed for kindergarten through second grade*)
- Gabrieliño Walk (*designed for third grade*)
- Native American Program (*designed for fourth grade*)

- **In-school Programs**

- **Traveling Naturalist**
 - . Kindergarten - *Me and My World*
 - . First grade - *Scales or Slime*
 - . Second grade - *Eight Legs or Six*
 - . Third grade - *MAD Plants*
 - . Third grade - *Catch the Rays*
 - . Third grade - *Feather Fun*
- **Traveling Scientist**
 - . Fourth grade - *Magnets are Magnificent*
 - . Fourth grade - *What's for Lunch*
 - . Fourth grade - *Rockin' Geology*
 - . Fifth grade - *Surviving Our Standards (SOS)*
 - . Fifth grade - *Drip Drop*
 - . Fifth grade - *What's the Matter*
 - . Fifth grade - *Body of Knowledge*
 - . Sixth grade - *Birds of Prey*
 - . Sixth grade - *Rain Forest*
- **Assembly Program**
 - . Amazing Animals
 - . Birds of Prey
 - . Rethink Resources

ARROWHEAD RANCH – Two sites in the San Bernardino Mountains
(*designed for fifth through eighth grade*)

- Youth Camp at Green Valley
- Arrowhead Ranch at Pinecrest – Twin Peaks

ASTROCAMP - Idyllwild (*Designed for seventh and eighth grade*)

CATALINA ISLAND MARINE INSTITUTE - Toyon Bay (*Designed for eighth grade*)

THE PILGRIM SHIP – Dana Point

SEA WORLD - San Diego

WILD ANIMAL PARK – Escondido

PALI INSTITUTE – San Bernardino Mountains, near Lake Arrowhead

IRVINE REGIONAL PARK

RECOMMENDATION

It is recommended that the Board of Trustees approves the Fountain Valley School District student participation in the Orange County Department of Education's Inside the Outdoor Programs; Arrowhead Ranch; Astrocamp; Catalina Island Marine Institute; the Pilgrim Ship; Sea World; Wild Animal Park; Pali Institute; and Irvine Regional Park educational study trips for the 2012-13 school year.

AGREEMENT FOR PARTICIPATION
INSIDE THE OUTDOORS
SCHOOL PROGRAM
PUBLIC SCHOOLS 2012 - 2013

This AGREEMENT is hereby entered into this 1st day of September, 2012, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fountain Valley School District, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

TERMS, CONDITIONS, AND RESPONSIBILITIES

1.0 SUPERINTENDENT shall provide a forty-five minute to seventy-five minute Inside the Outdoors - School Program, hereinafter referred to as PROGRAM, more specifically described in Exhibit "A", which is attached hereto and incorporated by reference herein.

2.0 This AGREEMENT shall be in full force and effect for the period commencing September 1, 2012 and ending August 31, 2013. **This AGREEMENT must be fully executed by the Parties and be on file with the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**

3.0 In compliance with Education Code Section 35330 DISTRICT hereby declares that no student has been denied the opportunity to participate in the PROGRAM because of the inability to pay the required fee. DISTRICT has made every effort to acquire the financial support from fund-raising efforts, parents, and the community to assist those students who are unable to pay the required fee.

1 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
2 school(s) pursuant to Exhibit "A".

3 5.0 DISTRICT shall provide one (1) certificated employee to
4 participate in the PROGRAM with each group of 25-30 students.

5 5.1 All participating certificated employees and adult aides,
6 in cooperation with the PROGRAM staff, shall be expected
7 to take an active role in the supervision of students.

8 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
9 day (approximately one hundred twenty (120) students), the additional
10 classroom(s) may be scheduled to participate on another day.

11 7.0 DISTRICT shall be responsible for the supervision and care of
12 its students. DISTRICT shall also be responsible for the actions of
13 its students and employees while participating in the PROGRAM.

14 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
15 County Superintendent of Schools, the Orange County Board of
16 Education, and its officers, agents, and employees from any and all
17 claims for damages resulting from the acts or omissions of DISTRICT,
18 its officers, agents, employees, and students with respect to the
19 Inside the Outdoors - School Program.

20 SUPERINTENDENT shall hold harmless, defend, and indemnify the
21 DISTRICT, its Governing Board, officers, agents, employees, and
22 students from any and all claims for damage resulting from the acts
23 or omissions of the Orange County Superintendent of Schools, the
24 Orange County Board of Education and its officers, agents, and
25 employees with respect to the Inside the Outdoors - School Program.

1 9.0 Any notice of **cancellation** by DISTRICT must be received in
2 writing by SUPERINTENDENT at least **twenty (20)** business days,
3 excluding holidays, prior to the scheduled PROGRAM date. In the
4 event of a cancellation, the District is responsible to find an
5 equivalent replacement no later than (10) business days prior to the
6 cancelled program date; SUPERINTENDENT may also attempt to find an
7 equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT is**
8 **unable to find an equivalent replacement, DISTRICT will be charged**
9 **ninety percent (90%) of the full cost of the scheduled PROGRAM. If**
10 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,
11 DISTRICT'S School may be charged an additional fee of seventy-five
12 dollars (\$75.00).

13 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
14 more specifically described in Exhibit "B", which is attached hereto
15 and incorporated by reference herein. **Payment shall be based on the**
16 **number of students that actually attend, but no less than ninety**
17 **percent (90%) of the number of students identified in Exhibit "A".**

18 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
19 requirement is ninety percent (90%) of the contracted number of
20 students, and is paid by sponsorship. If the number of students who
21 attend is less than ninety percent (90%) of the contracted enrollment
22 number, SCHOOL will be charged a per student fee for all students
23 that fall below ninety percent (90%).

24 10.1 A day of participation is defined as a student being
25 present during any part of a scheduled PROGRAM day.

10.9 Should the scheduled attendance from any given school in a

1 DISTRICT change by more than ten percent (10%), the
2 DISTRICT shall inform SUPERINTENDENT in writing at least
3 twenty (20) business days prior to the first (1st) day of
4 attendance.

5 10.3 Schools may be charged an additional transportation fee of
6 \$35.00 - \$125.00 per day.

7 11.0 Full payment of fees by DISTRICT must be received by
8 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

9 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
10 resulting from unreasonable wear or abuse to property and/or
11 equipment caused by its students and/or teachers participating in the
12 PROGRAM.

13 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
14 District Superintendent or the District Superintendent's designee,
15 pursuant to Education Code Section 17604, the authority to allow
16 additional schools or students to participate in the Inside the
17 Outdoors - School Program during the term of AGREEMENT.

18 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
19 by either party to the other, shall be in writing and given either
20 by: (a) personal service or (b) by U.S. Mail, mailed either by
21 registered or certified mail, return receipt requested, with postage
22 prepaid. Service shall be considered given when received if
23 personally served or if mailed on the third day after deposit in any
24 U.S. Post Office. The address to which notices or demands may be
25 given by either party may be changed by written notice given in

1 accordance with the notice provisions of this section. As of the
2 date of this AGREEMENT, the addresses of the parties are as follows:

3 DISTRICT: Fountain Valley School District
4 10055 Slater Avenue
5 Fountain Valley, California 92708
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 P.O. Box 9050
10 Costa Mesa, California 92628-9050
11 Attn: Patricia McCaughey

12 15.0 In the interest of public health, SUPERINTENDENT provides a
13 tobacco-free environment. Smoking or the use of any tobacco products
14 are prohibited in buildings and vehicles, and on any property owned,
15 leased or contracted for by the SUPERINTENDENT pursuant to
16 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
17 this policy could result in the termination of this AGREEMENT.

18 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
19 unlawful discrimination in employment of persons because of race,
20 color, religious creed, national origin, ancestry, physical handicap,
21 medical condition, marital status, or sex of such persons.

22 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
23 construed and entered into in accordance with the laws of the State
24 of California, through California state courts with venue in Orange
25 County, California.

18.0 If any term, covenant, condition or provision of this AGREEMENT
is held by court of competent jurisdiction to be invalid, void or
unenforceable, the remainder of the provisions shall remain in full

1 force and effect and shall in no way be affected, impaired or
2 invalidated thereby.

3 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
4 violation of, or to insist upon, the strict performance of any term
5 or condition of this AGREEMENT, shall not be deemed a waiver by that
6 party of such term or condition, or prevent a subsequent similar act
7 from again constituting a violation of such term or condition.

8 20.0 This AGREEMENT contains the entire agreement between
9 SUPERINTENDENT and DISTRICT regarding the services and any agreement
10 hereafter made shall be ineffective to modify this AGREEMENT in whole
11 or in part unless such agreement is embodied in an amendment to this
12 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
13 This AGREEMENT supersedes all prior negotiations, understandings,
14 representations and agreements.

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16
17
18 [THIS SECTION INTENTIONALLY LEFT BLANK]
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20
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22
23
24
25

1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: FOUNTAIN VALLEY SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

6 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

7 TITLE: _____

TITLE: Coordinator

8 DATE: _____

DATE: July 12, 2012

School Programs - Exhibit A

50061

School	Site/Program	Schedule Date	Grade	Number of Students	Fee Per Student	Price per Event or Flat Fee	Comments
Fountain Valley							
Plavan School	Mileage	9/28/2012				\$35.00	
Plavan School	TRAVELING SCIENTIST 2 - WHAT'S FOR LUNCH	9/28/2012	4	75	\$5.75		
Plavan School	Mileage	10/26/2012				\$35.00	
Plavan School	TRAVELING SCIENTIST 2 - MAGNETS ARE MAGNIFICENT	10/26/2012	4	75	\$5.75		
Plavan School	Mileage	11/30/2012				\$35.00	
Plavan School	TRAVELING SCIENTIST 1 - ROCKIN' GEOLOGY	11/30/2012	4	75	\$5.75		
Plavan School	Mileage	3/6/2013				\$35.00	
Plavan School	TRAVELING SCIENTIST 1 - ME AND MY WORLD	3/6/2013	K	75	\$5.75		

Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.

Revisions/Modification Approval:

Inside the Outdoors Program

Date



Inside the Outdoors Fees for 2012-2013

Programs align with California Science and/or Social Science Content Standards



Same fees as 2011-2012

Field Trips

2 hour Programs

Kindergarten- Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	\$6.25
First Grade - Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	\$6.25
Second Grade - Ecosystem Extravaganza	
Shipley Nature Center or Mt. San Antonio College	\$6.25
Second and Third Grade	
Wild Wetlands and Santiago Oaks	\$14.25
Third Grade - Gabrieliño Walk	
Shipley Nature Center or Mt. San Antonio College	\$7.75
Fourth Grade - Native American Program	
Shipley Nature Center or Mt. San Antonio College	\$7.75

3 hour Programs

Third and Fourth Grade	
Key Ranch	\$16.50
Helena Modjeska House	\$19.00

Full Day (5.5 hour) Programs

Fourth Grade	
Irvine Regional Park	\$32.50
Upper Newport Bay	\$29.00
Fourth and Sixth Grade	
Dana Point	\$32.50
Fifth and Sixth Grade	
Caspers Park	\$32.50
Crystal Cove	\$32.50
Modjeska Canyon	\$32.50
Rancho Soñado	\$32.50

Traveling Scientist Programs

Preschool and Kindergarten (45 minutes)

First Grade to Sixth Grade (60 minutes)

\$5.75 per student with a 60 student minimum fee

Fifth Grade - Surviving Our Standards (75 minutes)

Add \$0.85 per student for Birds of Prey presentations (60 student minimum fee)

Amazing Animals Assemblies and Science Night Presentations (45 minutes to 60 minutes)

\$350.00 per assembly and \$60.00 for each additional assembly

Birds of Prey Assemblies (45 minutes to 60 minutes)

\$385.00 per assembly and \$60.00 for each additional assembly

Traveling Scientist Programs have a daily mileage fee.

Grant Opportunities available: visit www.insidetheoutdoors.org or call (714) 708-3885.

2 AGREEMENT FOR USE OF RESIDENT OUTDOOR SCIENCE SCHOOL
3 FACILITIES, SUPPLIES, EQUIPMENT, AND SERVICES
4 PUBLIC SCHOOL DISTRICTS
5 SCHOOL YEAR 2012-2013

6 This AGREEMENT is entered into this 1st day of September, 2012,
7 by and between the Orange County Superintendent of Schools,
8 hereinafter referred to as SUPERINTENDENT, and Fountain Valley School
9 District, hereinafter referred to as DISTRICT.

10 NOW, THEREFORE, the parties hereto mutually agree as follows:

11 1.0 Under the authority of Section 8760, et seq. of the California
12 Education Code, SUPERINTENDENT shall provide a program and classes in
13 Outdoor Science and Environmental Education for students of DISTRICT.

14 1.1 SUPERINTENDENT shall make available to DISTRICT one (1)
15 or more of its Resident Outdoor Science School sites,
16 hereinafter referred to as OUTDOOR SCHOOL, to be
17 determined based upon the number of DISTRICT students
18 participating in the program.

19 1.2 DISTRICT agrees to cooperate with SUPERINTENDENT in
20 every reasonable way to enable SUPERINTENDENT as Lessee
21 to carry out its obligations to the Lessor(s) of
22 OUTDOOR SCHOOL.

23 2.0 This AGREEMENT shall be in full force and effect for the period
24 commencing September 1, 2012 and ending June 30, 2013. The fully
25 executed AGREEMENT must be on file with the SUPERINTENDENT no later
than September 14, 2012.

3.0 The authority and responsibility with respect to the conduct of
the OUTDOOR SCHOOL and its program shall rest with SUPERINTENDENT,

1 acting through its authorized representative, the OUTDOOR SCHOOL
2 Administrator or his/her designee.

3 4.0 DISTRICT shall leave the OUTDOOR SCHOOL in the same condition as
4 when it arrived, reasonable wear and tear excepted. DISTRICT agrees
5 to bear the expense of repair or replacement of Lessor's or
6 SUPERINTENDENT'S property or equipment due to damage and/or
7 unreasonable wear to such property or equipment by DISTRICT'S
8 students and/or staff.

9 5.0 Hold Harmless/Insurance coverage shall be as follows:

10 A. DISTRICT shall hold harmless, defend, and indemnify the
11 Orange County Superintendent of Schools, the Orange County
12 Board of Education, and their officers, agents, and
13 employees from any and all claims for damages resulting
14 from the acts or omissions of DISTRICT, its officers,
15 agents, employees, and students with respect to the
16 OUTDOOR SCHOOL.

17 B. SUPERINTENDENT shall hold harmless, defend, and indemnify
18 the DISTRICT, its Governing Board, officers, agents,
19 employees, and students from any and all claims for damage
20 resulting from the acts or omissions of the Orange County
21 Superintendent of Schools, the Orange County Board of
22 Education and its officers, agents, and employees with
23 respect to the OUTDOOR SCHOOL.

24 C. DISTRICT must furnish to SUPERINTENDENT a certificate of
25 insurance evidencing all coverages and additional insured
endorsements required **no less than fourteen (14) business**

1 days, excluding holidays, prior to DISTRICT'S first day of
2 participation. DISTRICT shall not participate in the
3 OUTDOOR SCHOOL program until SUPERINTENDENT has received a
4 valid certificate of insurance evidencing the insurance
5 coverage required.

6 D. DISTRICT'S insurance must be with an insurance company
7 admitted and licensed by the Insurance Commissioner of the
8 State of California or a program of self-insurance
9 approved by the SUPERINTENDENT.

10 E. If the DISTRICT is either partially or fully self-insured
11 for its liability exposures, DISTRICT must notify the
12 SUPERINTENDENT in writing and provide the SUPERINTENDENT
13 with a statement signed by an authorized representative of
14 DISTRICT'S governing board which states that DISTRICT
15 agrees to protect the Orange County Superintendent of
16 Schools, the Orange County Board of Education, and its
17 officers, employees, and agents as if the insurance
18 requirements in Section 8.0 were in full effect.

19 F. DISTRICT agrees to maintain Comprehensive General
20 Liability Insurance, including bodily injury, property
21 damage, premises-operations, products-completed operations
22 and personal injury in the amount of not less than One
23 million dollars (\$1,000,000) per occurrence or a program
24 of self-insurance approved by Superintendent.

25 G. The following two (2) policy endorsements must be included
and written as follows:

1 (a) "The Orange County Superintendent of Schools, the
2 Orange County Board of Education, and their
3 officers, agents and employees shall be added as
4 an additional insured to the policy."

5 (b) "Such insurance as is afforded by this policy for
6 the Orange County Superintendent of Schools, the
7 Orange County Board of Education, and their
8 officers, agents, and employees shall be primary,
9 and any insurance carried by the Orange County
10 Superintendent of Schools, or the Orange County
11 Board of Education, and its officers, agents, and
12 employees shall be excess and non-contributory."

13 H. DISTRICT shall, at DISTRICT'S sole cost and expense, take
14 out prior to participation in the OUTDOOR SCHOOL, and
15 maintain in full force and effect, from the first day of
16 participation through the last day of participation, a
17 policy or policies of insurance covering DISTRICT'S
18 participation in the OUTDOOR SCHOOL program.

19 I. Insurance certificate description should read as
20 **"Participation in the Inside the Outdoors Programs."**

21 J. It is further agreed that DISTRICT shall provide a thirty
22 (30) day cancellation or reduction of coverage clause.

23 K. Insurance certificate holder shall be named proper as
24 "Orange County Superintendent of Schools, 200 Kalmus
25 Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050, Attn:
Contracts Department."

1 6.0 The authorized DISTRICT representative for each class at the
2 OUTDOOR SCHOOL shall be a certificated employee.

3 6.1 DISTRICT shall provide a certificated employee to
4 participate in the OUTDOOR SCHOOL program for every 25-35
5 students. This provision may require adjustment for
6 special education students at the discretion of the
7 OUTDOOR SCHOOL Principal or his/her designee.

8 6.2 DISTRICT shall inform SUPERINTENDENT in writing at least
9 thirty (30) days prior to the attendance of DISTRICT'S
10 first school, current DISTRICT certificated staff
11 contract provisions related to participation in the
12 OUTDOOR SCHOOL program.

13 6.3 A DISTRICT certificated employee shall ride with and
14 supervise students on the bus to and from the OUTDOOR
15 SCHOOL.

16 6.4 All DISTRICT certificated employees are expected to
17 remain at the OUTDOOR SCHOOL site throughout the entire
18 period of the program, unless other arrangements have
19 been made with the OUTDOOR SCHOOL Principal or his/her
20 designee.

21 6.5 All participating DISTRICT certificated employees, in
22 cooperation with the OUTDOOR SCHOOL staff, shall be
23 expected to take an active role in teaching and
24 supervising students.

25 6.6 Due to unpredictable weather conditions, high elevations,
strenuous activity, slippery and/or steep trails, and

1 limited first aid services, a DISTRICT certificated
2 employee with a special medical need or condition,
3 including but not limited to pregnancy, may be physically
4 at risk at the OUTDOOR SCHOOL. To insure the health and
5 safety of such participating certificated employees and
6 their students, the following procedures shall be
7 followed by the DISTRICT:

8 6.6.1 A participating certificated employee with
9 a special need or condition must sign the
10 required "Release For A Teacher With A
11 Special Need/Condition" incorporated by
12 reference herein, and must discuss the
13 OUTDOOR SCHOOL site conditions with his/her
14 physician who must also consent by
15 signature on the form to said employee's
16 participation in the program. DISTRICT'S
17 Risk Manager must also approve the
18 participation of such employee by signature
19 on form.

20 6.6.2 The "Release For A Teacher with A Special
21 Need/Condition" must be submitted to the
22 OUTDOOR SCHOOL Principal or his/her
23 designee at SUPERINTENDENT'S program office
24 six (6) weeks before DISTRICT school's
25 participation.

6.6.3 SUPERINTENDENT hereby reserves the right to

1 deny the participation of a DISTRICT'S
2 certificated employee with a special need
3 or condition if the OUTDOOR SCHOOL
4 principal deems the conditions at the
5 outdoor school site unsafe for said
6 employee. SUPERINTENDENT hereby reserves
7 the right to request the DISTRICT provide
8 an alternate certificated employee if the
9 conditions are deemed unsafe for an
10 employee with a special need or condition
11 to participate in the OUTDOOR SCHOOL
12 program.

13 6.7 Certificated employees may be required to provide
14 their own bedroll or sleeping bag and towels and to
15 provide all clothing and personal needs required by
16 the employees.

17 6.8 At least six (6) weeks prior to each date of
18 attendance, DISTRICT'S school(s) shall complete and
19 fax/email the "Six Week Checklist" incorporated by
20 reference herein, which shall state the number of
21 students and how many certificated employees will be
22 participating in the program, as well as a list of
23 students and/or certificated employees who have
24 special needs or conditions.

25 7.0 DISTRICT shall require the following for each student
participating in the OUTDOOR SCHOOL:

1 7.1 The parent(s) of each student participating in the
2 OUTDOOR SCHOOL program shall be required to complete a
3 "Student Registration", incorporated by reference
4 herein, which is to be submitted by DISTRICT staff
5 upon arrival at the OUTDOOR SCHOOL site.

6 7.2 Parent(s) of a student requiring prescribed and/or
7 non-prescribed medication(s) shall be required by
8 DISTRICT to complete a "Medication Authorization
9 (Prescription and Non-Prescription)", incorporated by
10 reference herein, and return it to the student's
11 school. This form shall be submitted to the OUTDOOR
12 SCHOOL health services technician upon the student's
13 arrival at the OUTDOOR SCHOOL site. If a signature
14 from a legal guardian cannot be obtained within
15 twenty-four (24) hours, DISTRICT may be required to
16 transport student home.

17 7.3 Each student attending the OUTDOOR SCHOOL program
18 shall be required by the DISTRICT'S schools to furnish
19 a bedroll or sleeping bag, and all clothing and
20 personal needs for student as per clothing list
21 provided by SUPERINTENDENT in the brochure for
22 parents.

23 8.0 SUPERINTENDENT shall be responsible for:

24 8.1 Arranging for the facilities, food services, and
25 maintenance of the OUTDOOR SCHOOL site for students,
 certificated employees, and staff.

1 8.2 Providing a Camper's Sickness and Accident Insurance
2 Program. SUPERINTENDENT shall carry a Camper's
3 Sickness and Accident Insurance Policy covering
4 SUPERINTENDENT'S employees and DISTRICT students while
5 they are participating in the OUTDOOR SCHOOL program.
6 The Camper's Sickness and Accident Insurance Program
7 shall also cover DISTRICT students while being
8 transported from the home school to the OUTDOOR SCHOOL
9 site and while returning to home school.

10 8.3 Providing for the participation of students with
11 special needs. A student with special needs is defined
12 as one who may, due to emotional or physical
13 condition, require individualized care or medical
14 attention. Examples include, but are not limited to:
15 diabetics, mobility challenged students, students in
16 casts, students who regularly use a nebulizer,
17 emotionally challenged students, and students with
18 sever food allergies.

19 8.3.1 A "Release For A Student With A Special
20 Need/Condition" incorporated by reference
21 herein, shall be completed for each student
22 with special needs and submitted to the
23 OUTDOOR SCHOOL health services technician
24 upon arrival at the OUTDOOR SCHOOL site.

25 8.3.2 Due to unique environmental conditions,
 active learning, and social programs,

1 students with special needs may be required
2 by SUPERINTENDENT to be accompanied by an
3 aide provided by DISTRICT. SUPERINTENDENT
4 hereby reserves the right to deny
5 participation of a student with a special
6 need or condition if the OUTDOOR SCHOOL
7 Principal or his/her designee deems the
8 conditions at the OUTDOOR SCHOOL site to be
9 unsafe for said student or if DISTRICT
10 fails to provide an aide required by the
11 SUPERINTENDENT for such a student.

12 8.4 Furnishing suitable staff to conduct the OUTDOOR
13 SCHOOL instructional program.

14 8.5 Furnishing limited first aid services to care for
15 minor injuries or illnesses.

16 8.6 Furnishing a "Teacher's Guide", incorporated by
17 reference herein, covering the curriculum, policies
18 and procedures for the OUTDOOR SCHOOL program and a
19 "Coordinator's Guide", incorporated by reference
20 herein.

21 9.0 DISTRICT understands and agrees that SUPERINTENDENT is not
22 responsible for the loss, damage, or theft of personal possessions of
23 DISTRICT employees or students, or DISTRICT'S equipment, materials,
24 or supplies.

25 10.0 DISTRICT agrees to send to OUTDOOR SCHOOL each week the number
of students indicated in Exhibit "A." DISTRICT agrees to pay a fee to

1 SUPERINTENDENT pursuant to Section 10.4, for each student of DISTRICT
2 participating in the OUTDOOR SCHOOL program, unless a school is
3 designated in Exhibit "A" as fully or partially funded by the
4 sponsor, in which case the details of sponsorship shall be noted on
5 Exhibit "A", up to the number of students listed in Exhibit "A."
6 Students in excess of that number will be added if space and funding
7 are available. The sponsor will pay SUPERINTENDENT directly for the
8 fees of designated school(s) as detailed in Exhibit "A". All student
9 fees, whether paid by DISTRICT or by the sponsor, shall cover: Room,
10 facilities and maintenance services, food and related services,
11 sickness and accident insurance, instructional services and
12 materials.

13 10.1 Each DISTRICT shall be billed and agrees to pay on the
14 basis of the number of students that actually
15 participate, but no less than eighty percent (80%)
16 of the number of students indicated in Exhibit "A".

17 10.2 A DISTRICT school may withdraw from the OUTDOOR SCHOOL
18 program provided that a replacement school can be
19 located with an enrollment equal to or better than
20 ninety percent (90%) of the enrollment of the school
21 requesting to withdraw. Should the provisions of this
22 section not be adhered to, SUPERINTENDENT shall bill
23 and DISTRICT agrees to pay SUPERINTENDENT the full per
24 student fees on the basis of the number of students
25 indicated on Exhibit "A".

10.3 Should DISTRICT'S schools' enrollment in the OUTDOOR

SCHOOL change from the number of students indicated on Exhibit "A", after this AGREEMENT has been fully executed, DISTRICT shall inform SUPERINTENDENT in writing, as soon as possible. A significant increase or decrease in a school's enrollment may result in the SUPERINTENDENT'S inability to adjust the schedule to accommodate DISTRICT school's students at a particular site, on particular dates, or at all.

10.4 Fee Schedule:

**Creekside/Cedar Crest
Schedule**

Days	Week days	Dates	Cost Per Student
5	M-F	9/24/12-9/28/12	\$395
5	M-F	10/01/12-10/05/12	\$395
5	M-F	10/08/12-10/12/12	\$395
5	M-F	10/15/12-10/19/12	\$395
4	T-F	10/23/12-10/26/12	\$360
5	M-F	10/29/12-11/02/12	\$395
4	T-F	11/06/12-11/09/12	\$360
4	T-F	11/13/12-11/16/12	\$360
4	T-F	11/27/12-11/30/12	\$360
5	M-F	12/03/12-12/07/12	\$395
5	M-F	12/10/12-12/14/12	\$395
4	M-TH	12/17/12-12/20/12	\$360
4	T-F	1/08/13-1/11/13	\$360
5	M-F	1/14/13-1/18/13	\$395
4	T-F	1/22/13-1/25/13	\$360
5	M-F	1/28/13-2/01/13	\$395
5	M-F	2/04/13-2/08/13	\$395
4	T-F	2/12/13-2/15/13	\$360
4	T-F	2/19/13-2/22/13	\$360

4	T-F	2/26/13-3/01/13	\$360
5	M-F	3/04/13-3/08/13	\$395
5	M-F	3/11/13-3/15/13	\$395
5	M-F	3/18/13-3/22/13	\$395
4	M-TH	3/25/13-3/28/13	\$360
4	T-F	4/09/13-4/12/13	\$360
5	M-F	4/15/13-4/19/13	\$395
5	M-F	4/22/13-4/26/13	\$395
5	M-F	4/29/13-5/03/13	\$395
4	T-F	5/07/13-5/10/13	\$360
4	T-F	5/14/13-5/17/13	\$360
4	T-F	5/21/13-5/24/13	\$360
4	T-F	5/28/13-5/31/13	\$360

Forest Center Schedule

Days	Week days	Dates	Cost Per Student
5	M-F	12/03/12-12/07/12	\$395
4	T-F	12/11/12-12/14/12	\$360
4	M-TH	12/17/12-12/20/12	\$360
4	T-F	1/08/13-1/11/13	\$360
5	M-F	1/14/13-1/18/13	\$395
4	T-F	1/22/13-1/25/13	\$360
4	T-F	1/29/13-2/01/13	\$360
4	T-F	2/05/13-2/08/13	\$360
4	T-F	2/12/13-2/15/13	\$360
4	T-F	2/19/13-2/22/13	\$360
4	T-F	2/26/13-3/01/13	\$360
4	T-F	3/05/13-3/08/13	\$360
4	T-F	3/12/13-3/15/13	\$360
5	M-F	3/18/13-3/22/13	\$395
4	M-TH	3/25/13-3/28/13	\$360
4	T-F	4/09/13-4/12/13	\$360

1 10.4.1 The above fee schedule represents the
2 maximum per student charge per week.
3 Depending on circumstances during a
4 particular week, the per student fee may be
5 reduced. All student fee reductions will be
6 factored into the final billing. In no
7 instance shall the student fee exceed the
8 fee schedule referenced above.

9 10.5 A week of OUTDOOR SCHOOL is defined as a period
10 beginning with lunch following the student's arrival
11 on the first (1st) day of the OUTDOOR SCHOOL week and
12 extending through the last day of the same OUTDOOR
13 SCHOOL week, with departure from OUTDOOR SCHOOL on or
14 before 11:00 a.m.

15 10.6 A day of attendance is defined as a student being
16 present during any portion of the day, 12:01 a.m.
17 through 12:00 midnight.

18 10.7 Cost of room (on a shared occupancy basis) and food
19 for each certificated employee is included in student
20 fees.

21 10.8 If, in addition to the certificated employee required
22 for every 25-35 students, the DISTRICT sends
23 additional certificated or non-certificated staff or
24 student teachers, the prevailing per person site rates
25 for room and food shall apply for each additional

staff member. Visiting school personnel, parents, and friends will be charged the prevailing rates for all meals and snacks eaten and for overnight accommodations, if available.

10.9 Pro-rated fees shall be charged for students arriving late and/or departing early due to illness, or other reasons deemed necessary or appropriate by the OUTDOOR SCHOOL Administrator or his/her designee. The following fee schedule will apply under such circumstances:

10.9.1 5 days/4 nights/12 meals weeks

If student arrives late any time on the:

1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 80% of normal fee

3rd day-DISTRICT pays 60% of normal fee

4th day-DISTRICT pays 40% of normal fee

If student departs early at any time on:

1st day-DISTRICT pays 20% of normal fee

2nd day-DISTRICT pays 40% of normal fee

3rd day-DISTRICT pays 60% of normal fee

4th day-DISTRICT pays 80% of normal fee

5th day-DISTRICT pays full fee

10.9.2 4 days/3 nights/9 meals weeks

If student arrives late any time on the:

1st day-DISTRICT pays full fee

2nd day-DISTRICT pays 75% of normal fee

3rd day-DISTRICT pays 50% of normal fee
If student departs early at any time on:
1st day-DISTRICT pays 25% of normal fee
2nd day-DISTRICT pays 50% of normal fee
3rd day-DISTRICT pays 75% of normal fee
4th day-DISTRICT pays full fee

10.10 DISTRICT'S students departing from and returning to the OUTDOOR SCHOOL for any reason during a week will be charged the full student fee for that week.

10.11 In the event of any condition, including emergencies and late arrival of school buses, which would prohibit the safe departure of DISTRICT students and DISTRICT staff after 12:00 p.m. on the last day of the week, SUPERINTENDENT shall charge DISTRICT for additional costs related to feeding students and staff, and the supervision of students until such time of departure.

10.12 DISTRICT shall pay SUPERINTENDENT the actual cost of any miscellaneous items, including but not limited to first-aid supplies, photocopy or duplicating service, phone services, miscellaneous food items, bedding, or any breakage or damage.

10.13 DISTRICT'S payment of all fees, according to the provisions of this AGREEMENT shall be made to SUPERINTENDENT within thirty (30) days of postmark on invoice from SUPERINTENDENT.

1 11.0 In compliance with Education Code Section 35330, DISTRICT hereby
2 declares that no student has been denied the opportunity to
3 participate in the OUTDOOR SCHOOL because of the inability to pay the
4 required fee. DISTRICT shall make every effort to obtain the
5 financial support from fund-raising activities and voluntary
6 contributions made by parents and the community, to assist those
7 students who are unable to pay the required fee.

8 12.0 Responsibility for transportation to and from the OUTDOOR SCHOOL
9 shall be as follows:

10 12.1 Transportation of DISTRICT students, certificated
11 employees, other DISTRICT staff members, and luggage
12 to and from the OUTDOOR SCHOOL is the responsibility
13 of DISTRICT, and is not included in the OUTDOOR SCHOOL
14 fee pursuant to Section 10.4.

15 12.2 It is the DISTRICT'S responsibility to arrange for
16 transportation of a student in a timely manner if the
17 student needs to be picked up due to behavior problems
18 or illness, as deemed necessary by OUTDOOR SCHOOL
19 Principal or his/her designee. DISTRICT shall retain
20 responsibility for its students from time of departure
21 from home school to time of return to home school.

22 12.3 **It is the DISTRICT'S responsibility for providing and**
23 **arranging buses equipped with snow chains in the event**
24 **that the Highway Patrol has posted snow chain**
25 **requirements on mountain highways. Information**
regarding snow chain requirements is available on the

1 Caltrans website at [http://www.dot.ca.gov/cgi-](http://www.dot.ca.gov/cgi-bin/roads.cgi)
2 [bin/roads.cgi](http://www.dot.ca.gov/cgi-bin/roads.cgi).

3 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT, to the
4 DISTRICT Superintendent or his/her designee, pursuant to Education
5 Code Section 39656, the authority to allow additional schools or
6 students to participate in the OUTDOOR SCHOOL during the term of this
7 AGREEMENT on a space available basis. If DISTRICT wishes to add (a)
8 school(s) to this AGREEMENT, SUPERINTENDENT shall generate an
9 addendum to this AGREEMENT indicating the name(s) of the school(s),
10 the number of students for each school, and the date(s) of
11 participation. The addendum shall be signed by DISTRICT'S
12 Superintendent or his/her designee and returned to SUPERINTENDENT.

13 14.0 SUPERINTENDENT reserves the right to change or cancel DISTRICT'S
14 location and/or date of participation in the OUTDOOR SCHOOL program
15 under the following conditions: repair of grounds or facilities;
16 threat of fire, flood, storm or other natural or man-made
17 disturbance; lack of sufficient SUPERINTENDENT staff; or other
18 condition(s) which would make the operation of the OUTDOOR SCHOOL
19 imprudent, unsafe or unhealthy. SUPERINTENDENT will make every effort
20 to provide reasonable advance written notice to DISTRICT, when
21 possible, of such changes or cancellations in the OUTDOOR SCHOOL
22 schedule, attached hereto and incorporated by reference herein as
23 Exhibit "A".

24 15.0 If DISTRICT wishes to cancel all or a portion of a DISTRICT
25 school's week of participation due to a real or perceived emergency
condition such as fire, flood, earthquake, or severe weather

1 conditions, SUPERINTENDENT shall follow the procedures outlined
2 below:

3 15.1 SUPERINTENDENT shall communicate with the appropriate
4 governmental agency(ies) having jurisdiction over the
5 particular site (U.S. Forest Service, California
6 Highway Patrol, San Bernardino County Sheriff, and the
7 San Bernardino County Health and Safety Department) to
8 ascertain the accessibility and safe operation of the
9 OUTDOOR SCHOOL site in question.

10 15.2 Based on the recommendations made by the agency(ies)
11 referenced in Section 15.1, SUPERINTENDENT and
12 DISTRICT'S Principal, or his/her designee, or Outdoor
13 Science School Principal, or his/her designee, shall
14 mutually agree on a course of action regarding the
15 health and safety of students and staff at the site in
16 question.

17 15.2.1 If the site in question is deemed
18 inaccessible and/or considered to be unsafe
19 for student use and instruction by both
20 SUPERINTENDENT and DISTRICT, students and
21 staff will be evacuated or participation
22 will be postponed or cancelled.
23 SUPERINTENDENT will pro-rate the DISTRICT'S
24 fees and will attempt to reschedule
25 DISTRICT school(s) at another date and/or
location. If the inaccessible and/or unsafe

1 condition prohibits participation on the
2 first (1st) day of the week, no fees shall
3 be charged to DISTRICT by SUPERINTENDENT
4 until the site is safe, accessible and
5 open.

6 15.2.2 In the event of severe weather such as
7 rain, snow, flood or other acts of nature,
8 SUPERINTENDENT, in cooperation with the
9 agency(ies) referenced in Section 15.1,
10 shall make a good faith effort to determine
11 the safe condition of roads and sites on
12 the first (1st) day and throughout the week
13 of participation. Final determination as
14 to safe use of roads and site by students
15 and staff will be made by the
16 SUPERINTENDENT as soon as possible on the
17 first (1st) day of participation, and at
18 any time throughout the week of
19 participation. If the roads and site are
20 determined by SUPERINTENDENT to be safe and
21 accessible, but DISTRICT for whatever
22 reason disagrees and DISTRICT does not
23 participate as scheduled, all provisions of
24 this AGREEMENT including the full payment
25 of applicable fees shall apply.

1 15.2.3 It shall be the responsibility of DISTRICT
2 to update parents and DISTRICT personnel of
3 such decisions and procedures.

4 16.0 In the event SUPERINTENDENT, for any reason, fails to maintain a
5 master lease for an OUTDOOR SCHOOL site during the period September
6 1, 2012 through June 30, 2013 this AGREEMENT shall become of no force
7 or effect.

8 17.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
9 unlawful discrimination of persons because of race, color, religious
10 creed, national origin, ancestry, physical handicap, medical
11 condition, marital status, age, or sex of such persons.

12 18.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
13 construed and entered into in accordance with the laws of the State
14 of California, through California state courts with venue in Orange
15 County, California.

16 19.0 NOTICE. All notices or demands to be given under this AGREEMENT
17 by either party to the other, shall be in writing and given either by:
18 (a) personal service or (b) by U.S. Mail, mailed either by registered
19 or certified mail, return receipt requested, with postage prepaid.
20 Service shall be considered given when received if personally served
21 or if mailed on the third day after deposit in any U.S. Post Office.
22 The address to which notices or demands may be given by either party
23 may be changed by written notice given in accordance with the notice
24 provisions of this section. As of the date of this AGREEMENT, the
25 addresses of the parties are as follows:

DISTRICT: Fountain Valley School District
10055 Slater Avenue
Fountain Valley, California 92708
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

20.0 In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to Policy 400.15. Failure to comply with conditions of this policy may result in the termination of this AGREEMENT.

21.0 ALCOHOL ON SCHOOL PROPERTY. In the interest of public health, the SUPERINTENDENT provides an alcohol-free environment. Consuming, possessing, selling, giving, or distributing any alcohol beverage or product are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to Business & Professions Code 25608. Failure to abide with these conditions could result in the termination of this AGREEMENT.

22.0 If any term, covenant, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23.0 This AGREEMENT contains the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement hereafter made shall be ineffective to modify this AGREEMENT in whole

1 or in part unless such agreement is embodied in an amendment to this
2 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
3 This AGREEMENT supersedes all prior negotiations, understandings,
4 representations and agreements.

5 IN WITNESS WHEREOF, the Parties hereto have caused this
6 AGREEMENT to be executed.

7 DISTRICT: FOUNTAIN VALLEY
8 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

9 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

10 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

11 TITLE: _____

TITLE: Coordinator

12 DATE: _____

DATE: July 6, 2012

50007

Fountain Valley School District		Gr	Students	Change	Initial	Start Date	Days	OSS Site	Student Fee	Comments
Cox		5	95			2/26/2013	4	Cedar Crest	360	
Plavan		5	60			3/25/2013	4	Forest Center	360	
Tamura		5	100			1/28/2013	5	Creekside	395	
District Total			255							
Note: 1) The Orange County Superintendent of Schools shall have final approval on all revisions/modifications made to Exhibit A. 2) Cancellations and/or modifications to the number of students indicated in Exhibit A are subject to the terms and conditions of Section 10.1 and Section 10.2 of the Agreement.										

Board meeting of August 23, 2012

SO: 2012-13/B13-5
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: **Williams Uniform Complaint Quarterly Report
(Quarter #4: April 1 to June 30, 2012)**
DATE: August 16, 2012

Background:

Education Code mandates that a school district shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools. This report shall be publicly agendaized at a regular board meeting. Complaints and written responses shall be available as public records.

The Williams Litigation Settlement mandates that the district shall use certain procedures to investigate and resolve specific complaints that fall within three specific categories.

- **Instructional materials**
- **Teacher vacancy or misassignment**
- **Facilities**

Williams Quarterly Report: April 1 to June 30, 2012

The District received no complaints in any of the categories.

Recommendation:

It is recommended that the Board of Trustees receive and approve the Williams Quarterly Report for the fourth quarter of the 2011-12 year and approve its submittal to the Orange County Department of Education.

2011-2012 Quarterly Report on Williams Uniform Complaints [Required by Education Code section 35186]

District: Fountain Valley School District

Person completing this form: Marc Ecker, Ph.D.

Title: Superintendent

- | | | | |
|-------------------------------------|------------|--------------------------------|---------------------------------------|
| <input type="checkbox"/> | Quarter #1 | July 1 to September 30, 2011 | Report due by October 28, 2011 |
| <input type="checkbox"/> | Quarter #2 | October 1 to December 31, 2011 | Report due by January 31, 2012 |
| <input type="checkbox"/> | Quarter #3 | January 1 to March 31, 2012 | Report due by April 27, 2012 |
| <input checked="" type="checkbox"/> | Quarter #4 | April 1 to June 30, 2012 | Report due by July 27, 2012 |

Date for information to be reported publicly at governing board meeting: August 23, 2012

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Misassignments			
Facility Conditions			
CAHSEE Intensive Instruction & Services (High school districts only. All other districts answer N/A)			
TOTALS			

Print name of Superintendent: Marc Ecker, Ph.D.

Signature of Superintendent:

Date: 8/23/2012

Please submit to:

Suzie Strelecki
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050
(714) 966-4336 or fax to: (714) 549-2657

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL**

M E M O R A N D U M

TO: Marc Ecker, Superintendent

FROM: Cathie Abdel, Executive Director, Personnel

SUBJECT: NOTICE OF LAYOFF (HOURS REDUCTION) FOR CLASSIFIED POSITION

DATE: August 1, 2012

BACKGROUND

The projected number of English learners for the school district for the 2012-13 school year is 639. While this number has varied over the last 10 years, the three-year trend is to hover around the mid 650s. As such, it is imperative to plan a budget based on this number. In addition, there has been a demographic shift within the English learner subgroup. Over the last 10 years, the Spanish-speaking group has been on the decline with an all time low of 116 students projected for the 2012-13 school year. This decrease in Spanish has eliminated a State mandate. According to Ed Code 48985, if 15% or more of the students in a school speak a single language, then written notices must be provided in both English and that language. For 2012-13, the Spanish speaking subgroup at all of the schools is less than 6%. To address this shift, and resulting reduction in the workload, a reduction in hours is proposed. The Bilingual Testing Technician position is the primary staff position working with this group. The employee currently works 35 hours per week and is proposed to be reduced to 24 hours per week.

Notice to the person serving in the position affected by this layoff shall be in accordance with Education Code 45117, Article XI, Section 2.A. of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACTS

The following classified position shall be reduced following the required 45 day notice (as of November 1, 2012):

<u>Classification</u>	<u>Work Site</u>	<u>Hours/week</u>
Bilingual Testing Technician	District Office	35 to 24

RECOMMENDATION

It is recommended that the Board of Trustees reduce the services of the position so designated on the effective date listed above.

Board meeting of August 23, 2012

SO 2012-13/B13-6
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: Biennial Review/Updated Conflict of Interest Code
DATE: August 16, 2012

Background:

The Political Reform Act of 1974, Government Code Section 81000, requires that a local government agency adopt a Conflict of Interest Code. The Fountain Valley School District has previously adopted a Conflict of Interest Code and that Code now requires updating as a part of our district's biennial review. The District's Conflict of Interest Code is in compliance with the requirements of Government code Section 87302, but changes must be made to the District's Code to delete positions that have been change or dissolved.

Recommendation:

It is recommended that the Board of Trustees authorize submission of a revised Conflict of Interest Code to the Orange County Board of Supervisors, and that the Board of Trustees shall approve the revised Conflict of Interest Code in its 2012 biennial review of said Code.

/rl

Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Position	Disclosure Category	Files With	Status
Assistant Principal	OC-02	Agency	Unchanged
Assistant Superintendent	OC-01	Agency	Unchanged
Board of Trustee	OC-01	COB	Unchanged
Consultant	OC-30	Agency	Unchanged
Deputy Superintendent	OC-01	COB	Deleted
Director, Child Care Program	OC-02	Agency	Unchanged
Director, Fiscal Services	OC-01	Agency	Unchanged
Director, Food Services	OC-02	Agency	Unchanged
Director, Human Resources	OC-02	Agency	Unchanged
Director, Instruction	OC-02	Agency	Unchanged
Director, Support Services	OC-02	Agency	Unchanged
Director, Transportation	OC-02	Agency	Deleted
Personnel Commissioner	OC-02	Agency	Unchanged
Principal	OC-02	Agency	Unchanged
Superintendent	OC-01	COB	Unchanged
Supervisor, Custodial/Energy Conservation Manager	OC-02	Agency	Added
Supervisor, Grounds	OC-01	Agency	Unchanged
Supervisor, Information Technology	OC-02	Agency	Added
Supervisor, Maintenance	OC-01	Agency	Unchanged
Supervisor, Transportation	OC-01	Agency	Added

Total: 20

Disclosure Descriptions

EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Total: 3

Master List of Agency Filers (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Allcorn	Christine	A.	Board of Trustee		OC-01	Unchanged
Collins	Ian		Board of Trustee		OC-01	Unchanged
Crandall	Sandra		Board of Trustee		OC-01	Unchanged
Ecker	Marc	A.	Superintendent		OC-01	Unchanged
Edwards	Judith	H.	Board of Trustee		OC-01	Unchanged
Files with Agency			Assistant Principal		OC-02	
Files with Agency			Assistant Superintendent		OC-01	
Files with Agency			Consultant		OC-30	
Files with Agency			Director, Child Care Program		OC-02	
Files with Agency			Director, Fiscal Services		OC-01	
Files with Agency			Director, Food Services		OC-02	
Files with Agency			Director, Human Resources		OC-02	
Files with Agency			Director, Instruction		OC-02	
Files with Agency			Director, Support Services		OC-02	
Files with Agency			Personnel Commissioner		OC-02	
Files with Agency			Principal		OC-02	
Files with Agency			Supervisor, Custodial/Energy Conservation Manager		OC-02	
Files with Agency			Supervisor, Grounds		OC-01	
Files with Agency			Supervisor, Information Technology		OC-02	
Files with Agency			Supervisor, Maintenance		OC-01	

Master List of Agency Filers (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Files with Agency			Supervisor, Transportation		OC-01	
Templin	James		Board of Trustee		OC-01	Unchanged

Total: 22

Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Position	Disclosure Category	Files With
Assistant Principal	OC-02	Agency
Assistant Superintendent	OC-01	Agency
Board of Trustee	OC-01	COB
Consultant	OC-30	Agency
Director, Child Care Program	OC-02	Agency
Director, Fiscal Services	OC-01	Agency
Director, Food Services	OC-02	Agency
Director, Human Resources	OC-02	Agency
Director, Instruction	OC-02	Agency
Director, Support Services	OC-02	Agency
Personnel Commissioner	OC-02	Agency
Principal	OC-02	Agency
Superintendent	OC-01	COB
Supervisor, Custodial/Energy Conservation Manager	OC-02	Agency
Supervisor, Grounds	OC-01	Agency
Supervisor, Information Technology	OC-02	Agency
Supervisor, Maintenance	OC-01	Agency
Supervisor, Transportation	OC-01	Agency

Total: 18

Disclosure Descriptions

EXHIBIT B (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Disclosure Category	Disclosure Description
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

Total: 3

Master List of Agency Filers (Final Draft)

Entity: School Districts
Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Files With
Allcorn	Christine	A.	Board of Trustee		OC-01	COB
Collins	Ian		Board of Trustee		OC-01	COB
Crandall	Sandra		Board of Trustee		OC-01	COB
Ecker	Marc	A.	Superintendent		OC-01	COB
Edwards	Judith	H.	Board of Trustee		OC-01	COB
Files with Agency			Assistant Principal		OC-02	Agency
Files with Agency			Assistant Superintendent		OC-01	Agency
Files with Agency			Consultant		OC-30	Agency
Files with Agency			Director, Child Care Program		OC-02	Agency
Files with Agency			Director, Fiscal Services		OC-01	Agency
Files with Agency			Director, Food Services		OC-02	Agency
Files with Agency			Director, Human Resources		OC-02	Agency
Files with Agency			Director, Instruction		OC-02	Agency
Files with Agency			Director, Support Services		OC-02	Agency
Files with Agency			Personnel Commissioner		OC-02	Agency
Files with Agency			Principal		OC-02	Agency
Files with Agency			Supervisor, Custodial/Energy Conservation Manager		OC-02	Agency
Files with Agency			Supervisor, Grounds		OC-01	Agency
Files with Agency			Supervisor, Information Technology		OC-02	Agency
Files with Agency			Supervisor, Maintenance		OC-01	Agency

Master List of Agency Filers (Final Draft)

Entity: School Districts

Agency: Fountain Valley School District

Last Name	First Name	Middle Name	Position	Division	Category	Files With
Files with Agency			Supervisor, Transportation		OC-01	Agency
Templin	James		Board of Trustee		OC-01	COB

Total: 22

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Curriculum

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Confidential Settlement Agreement

DATE: August 10, 2012 – For Board Meeting of August 23, 2012

BACKGROUND:

It has been agreed upon through a Settlement Agreement between the Fountain Valley School District and parents to reimburse parents for occupational therapy services provided by Abundance Therapy. Student will receive six hours of occupational therapy per month, and two 30-minute consultation visits yearly, not to exceed \$6500.00. This Settlement Agreement is effective from September 5, 2012 through June 19, 2013.

RECOMMENDATION

Approval by the Board of Trustees is recommended to reimburse the parents in the amount not to exceed \$6500.00 for the 2012-2013 school year for services provided as noted above.

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Instruction

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: August 13, 2012 – For August 23, 2012 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on August 10, 2012 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services from August 10, 2012 through July 31, 2013, in the amount not to exceed \$41,290.00. Attorney fees will be reimbursed and not to exceed \$1,500.00, as full and final settlement of all outstanding claims.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned agreement pertaining to Sibling A.

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Instruction

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: August 13, 2012 – For August 23, 2012 Board Meeting

BACKGROUND:

According to the Settlement Agreement signed on August 10, 2012 between parents and the Fountain Valley School District, it was agreed to reimburse parents for educational related services from August 10, 2012 through July 31, 2013, in the amount not to exceed \$41,290.00.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned agreement pertaining to Sibling B.

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 90

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen L. McMahon, Assistant Superintendent, Business Services
DATE: August 14, 2012
SUBJECT: **APPROVAL OF PROGRAM DEVELOPMENT AGREEMENT WITH
CHEVRON ENERGY SOLUTIONS**

BACKGROUND

The Program Development Agreement with Chevron Energy Solutions is proposed for the purpose of assessing the viability of obtaining long term energy cost reductions through mechanical retrofits and/or installation of energy generation equipment. Under this Agreement, Chevron Energy Solutions will conduct various inspections, studies, calculations and analyses to determine if there are any cost effective energy conservation or generation measures that might be used to reduce overall energy expenses. A report will be developed to provide verification of findings.

Should the district determine to implement the proposed solutions within the report, the parties will agree to negotiate an Energy Services Contract which will authorize Chevron Energy Solutions to perform agreed upon retrofits and additions and to guarantee the projected cost savings.

Should the district choose not to implement the identified energy conservation measures, a \$35,000 fee shall be owed for the assessment and report. This would be an operational expense.

Staff has discussed this company's work with other entities and received favorable recommendations. It is believed that there is potential to tie this effort into the instructional effort and involve students and teachers in the assessment and monitoring procedures.

RECOMMENDATION

It is recommended that the Governing Board approve the energy services Program Development Agreement and to authorize the Superintendent or his designee to sign all documents.



Chevron Energy Solutions Company,
a division of Chevron U.S.A. Inc.

Chevron ES Project #: DWCES-_____-_____
Chevron ES Contract # CU_____

PROGRAM DEVELOPMENT AGREEMENT

This PROGRAM DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this _____ () day of August 2012¹ between Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. ("Chevron ES"), having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104 and Fountain Valley School District, located at 10055 Slater Avenue, Fountain Valley, CA 92708 ("Customer" and together with Chevron ES the "Parties" and each of Customer and Chevron ES a "Party".)

WHEREAS, Chevron ES is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy assessment (an "Assessment") and to identify supply-side and/or demand-side energy conservation measures ("ECMs");

WHEREAS, Customer desires to enter into an agreement to have Chevron ES perform an Assessment in accordance with the scope of work set forth in Attachment A (the "Scope of Work") for the buildings listed on Part I of Attachment B (the "Included Buildings"), and to deliver a report, described in the Scope of Work, identifying energy improvements and operational changes which are recommended to be installed or implemented at the Included Buildings (the "Report"); and

WHEREAS, the primary purpose of the Assessment and the Report is to provide an engineering and economic basis for the implementation of the ECMs identified in the Report, in furtherance of which the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an "Energy Services Contract");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSESSMENT AND REPORT

Chevron ES agrees to complete the Assessment and to present to Customer a Report within ninety (90) calendar days after the date on which Chevron ES receives the information listed in Part I of Attachment A (the "Required Information"). Customer agrees to deliver the Required Information to Chevron ES no later than ninety (90) calendar days after the date hereof.

Customer agrees to assist Chevron ES in performing the Assessment by (i) providing Chevron ES, its employees and agents, such access to the Included Buildings and other relevant facilities of Customer as Chevron ES deems necessary and (ii) providing, or causing Customer's energy suppliers to provide, complete and accurate data concerning energy usage and costs related to the Included Buildings and other relevant facilities. Chevron ES shall be entitled to rely upon the accuracy and completeness of all information provided to Chevron ES by Customer and Customer's energy suppliers. Chevron ES will promptly provide written notice to Customer if Chevron ES determines there is any incorrect data included in the information provided by Customer or Customer's energy suppliers, but Chevron ES shall have no obligation to correct or confirm any such information unless otherwise specified in the Scope of Work. Any change(s) in the Scope of Work shall be set forth in a writing executed by the Parties.

2. COMPENSATION TO CHEVRON ES

Customer shall compensate Chevron ES for its performance of the Assessment by payment to Chevron ES of a fee (the "Assessment Fee") in the amount of Thirty-Five Thousand Dollars (\$35,000).

The Assessment Fee will be due and payable thirty (30) calendar days after Chevron ES's submission of the Report; *provided that* if on such thirtieth (30th) calendar day Chevron ES and Customer are negotiating an Energy Services Contract in good faith, the Assessment Fee will be due ninety (90) calendar days after Chevron ES's submission of the Report; *provided further*, that if Chevron ES and Customer execute an Energy Services Contract within ninety (90) calendar days after Chevron ES's submission of the Report, the Assessment Fee shall be incorporated into the total contract amount payable under such Energy Services Contract.

¹ Insert date Chevron ES signs the Agreement.

Each of Customer and Chevron ES reserves the right to terminate this Agreement at any time during the course of the Assessment, by delivery of written notice to the other. If this Agreement is terminated by Customer, a fee will be payable by Customer to Chevron ES within thirty (30) calendar days of termination, in an amount equal to the greater of (i) Chevron ES's estimate of its fees, costs, expenses, disbursements and overhead incurred through the date of termination and (ii) a pro-rated fee based on Chevron ES's estimate of the percentage of completion of the Assessment. If this Agreement is terminated by Chevron ES, Customer shall have no obligation to pay any portion of the Assessment Fee to Chevron ES.

Any amount not paid when due shall, from and after the due date, bear interest at a rate equal to five percent (5%) per annum. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

3. INSURANCE

Chevron ES shall maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in subsections A through G below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer via a Certificate of Insurance or a Self Administered Claims Letter.

- A. Workers' Compensation/Employers Liability for states in which Chevron ES is not a qualified self-insured. Limits as follows:

- * Workers' Compensation: Statutory
- * Employers Liability: Bodily Injury by accident \$1,000,000 each accident
Bodily Injury by disease \$1,000,000 each employee
Bodily Injury by disease \$1,000,000 policy limit

- B. Commercial General Liability insurance with limits of:

- * \$1,000,000 each occurrence for Bodily Injury and Property Damage
- * \$1,000,000 General Aggregate - other than Products/Completed Operations
- * \$1,000,000 Products/Completed Operations Aggregate
- * \$1,000,000 Personal & Advertising Injury
- * \$ 100,000 Damage to premises rented to Chevron ES

Coverage to be written on a claims-made form. Coverage to be at least as broad as ISO form CG 002 (12/07), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard.

- C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of \$1,000,000 per accident. Coverage to be written on an occurrence form.

- D. Professional Liability insurance with limits of:

- * \$1,000,000 per occurrence
- * \$1,000,000 aggregate

Coverage to be written on a claims-made form.

- E. Excess Liability insurance. Limits as follows:

- * \$1,000,000 each occurrence
- * \$1,000,000 aggregate

Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

- F. Policy Endorsements.

- * The insurance provided for Workers Compensation and Employers Liability above shall contain waivers of subrogation rights against Customer.
- * The insurance provided for Commercial General Liability and Auto Liability above shall:

- (1) include Customer as an additional insured with respect to Work performed under this Agreement but only to the extent of the indemnity obligations contained in this Agreement, and
- (2) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of Customer.

G. In lieu of any insurances required in this Section 3, Chevron ES may self insure hereunder and use a self administered claims program (a "SACP") for this purpose. Chevron ES will notify Customer in writing thirty (30) calendar days prior to cancellation of the SACP.

4. INDEPENDENT CONTRACTOR

Chevron ES shall perform as an independent contractor under this Agreement. None of Chevron ES, its consultants and subcontractors, and their respective employees and agents, are employees of Customer or the City of Fountain Valley for any purpose. This Agreement may not be construed to represent the creation of an employer/employee relationship. Chevron ES shall act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. Chevron ES is free to work for other entities while under contract with Customer.

5. CREDIT

Customer shall periodically provide to Chevron ES that financial information or security deemed necessary by Chevron ES to support any credit extension. If during the life of this Agreement, the financial capacity of Customer becomes impaired or unsatisfactory to Chevron ES in the sole judgment of Chevron ES, advance cash payment or security satisfactory to Chevron ES shall be given by Customer on demand by Chevron ES and the Work Product (as defined below) may be withheld until such payment or security is received.

6. CONFLICTS OF INTEREST

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, no Party nor any director, employee, agent or subcontractor of any Party shall give to or receive from any director, employee or agent of any other Party any gift, entertainment or other favor of significant value, or any commission, fee or rebate in connection with this Agreement. Likewise, no Party nor any shareholder, director, employee, agent or subcontractor of any Party, shall, without prior notification thereof to all Parties, enter into any business relationship with any director, employee or agent of another Party or of any affiliate of another Party, unless such person is acting for and on behalf of the other Party or any such affiliate. A Party shall promptly notify the other Parties of any violation of this Section 6 and any consideration received as a result of such violation shall be paid over or credited to the Party against whom it was charged. The Parties agree to maintain true and correct records in connection with all matters relating to this Agreement, and to retain such records for at least twenty-four (24) months following the expiration of this Agreement.

7. ENERGY SERVICES CONTRACT

As it is the intent of Customer and Chevron ES to pursue cost effective energy retrofits and ECMs at the Included Buildings pursuant to an Energy Services Contract, both Parties agree to enter into good faith negotiations of an Energy Services Contract immediately following completion of the Assessment.

8. WORK PRODUCT

The Report prepared or produced by Chevron ES ("Work Product") shall become the property of the Customer upon payment in full of the Assessment Fee.

Customer shall not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Assessment or the Report.

9. LIMITATION OF LIABILITY

The liability of a defaulting Party shall be limited to direct, actual damages only and all other damages and remedies are waived. Under no circumstances will either Party be liable to the other Party for any special, indirect, incidental, consequential or punitive damages, lost profits or business interruption damages, however caused and on any theory of liability. It is expressly understood and agreed to by both Parties that each Party's liability to the other

shall be limited to reimbursement of only those losses arising solely from a Party's breach of this Agreement, negligence or willful misconduct. If Customer uses the information provided hereunder or in the Report for implementation purposes without the written permission of Chevron ES, Customer agrees to waive and release, and indemnify and hold harmless, Chevron ES, its subcontractors, and their directors, employees, subcontractors, and agents from any and all liability, claims, damages, losses and/or costs associated with or resulting from such use.

10. AMERICAN RECOVERY AND REINVESTMENT ACT

In the event Customer is using American Recovery and Reinvestment Act ("ARRA") funding, in whole or in part, to pay for the Assessment, Customer acknowledges and agrees that the supplies and services hereunder are being procured and purchased under state or local procurement laws and Chevron ES is a "vendor" or "contractor" hereunder. As such, Customer agrees that Chevron ES is not a recipient, grantee, awardee, subrecipient, subgrantee or subawardee of ARRA funds hereunder. In the event that the awarding agency or a court of proper jurisdiction determines that Chevron ES is a recipient, grantee, awardee, subrecipient, subgrantee or subawardee under the ARRA funded grant, rather than a "vendor" or "contractor," Chevron ES reserves the right to terminate this Agreement at its discretion. Customer agrees to release, defend, indemnify, and hold Chevron ES harmless from and against any claims, costs, or damages arising out of or related to such a determination notwithstanding any other provisions in this Agreement.

11. NONDISCRIMINATION; COMPLIANCE WITH LAWS; CONFIDENTIALITY; DATA PROTECTION

Chevron ES shall comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.

Chevron ES is not a municipal advisor and does not provide advice with respect to municipal securities or other municipal financial products.

To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all non-public information, documents, programs, procedures, and all other non-public items that the Parties encounter during the Assessment or pursuant to this Agreement. This requirement shall be ongoing and shall survive the termination of this Agreement.

Chevron ES and Customer agree that it is not anticipated that any personal data will be processed by Customer on behalf of Chevron ES under or as a result of this Agreement (other than as contained within the terms of the Agreement). If Customer begins to process personal data on behalf of Chevron ES, Customer will immediately notify Chevron ES and the Parties will incorporate appropriate data protection provisions into this Agreement.

12. FORCE MAJEURE

Neither Party shall be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which, despite using commercially reasonable efforts, it has been unable to overcome. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party.

13. AMENDMENT; COUNTERPARTS; INTEGRATION

This Agreement may not be amended except by a writing executed by both Parties. No oral amendment shall be enforceable, even if supported by new consideration.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by email or fax shall be effective as delivery of a manually executed counterpart of this Agreement.

14. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

In the event of a dispute, claim, or controversy ("Dispute") arising out of or in connection with this Agreement, the Parties will confer and attempt to resolve the matter informally. If such Dispute cannot be resolved in this manner within ten (10) Business Days after notice of the Dispute is given to the other Party, then the Dispute shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to which the dispute relates, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place at the AAA office geographically closest to the site where the Assessment has been performed.

This Agreement is governed by the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the City and County of Los Angeles, California, and, by execution and delivery of this Agreement, each of the Parties hereby (i) accepts the jurisdiction of the foregoing courts for purposes of enforcement of any arbitral award and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. The prevailing Party in any action or arbitration proceeding brought to enforce the terms of this Agreement or arising out of this Agreement (including actions to enforce an arbitration award) may recover its reasonable costs and attorneys' fees expended in connection with such an action or arbitration proceeding from the other Party.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement shall not be affected or impaired thereby, and the rights and obligations of the Parties shall be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement.

CHEVRON ES:
Chevron Energy Solutions Company,
a Division of Chevron U.S.A. Inc.

CUSTOMER:
Fountain Valley School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attachment A – Integrated Energy

INTEGRATED ENERGY ASSESSMENT

I. Required Documents (Needed to Proceed).

A. Customer shall provide the following detailed documentation:

1. Actual utility company invoices for all utilities serving the Included Buildings, for the five (5) years immediately prior to the date hereof, with a minimum of three (3) years, beginning with the most recently completed month.
2. Record drawings (AutoCAD or hard copy) for the Included Buildings:
 - a. mechanical
 - b. plumbing
 - c. electrical
 - d. building automation and temperature controls
 - e. structural
 - f. architectural
 - g. modifications and remodels
3. AutoCAD or hard copy of 8 1/2" x 11" or 11" x 17" floor and roof plans of all Included Buildings, as well as information on the age, type and condition of the roof.
4. A list of key contacts at each site, including Customer personnel knowledgeable of the electrical, HVAC, lighting and controls systems.
5. Energy management system and HVAC equipment operating schedules, point lists and sequences of operation.
6. Utility company demand interval recordings of 15/30 minute electrical demand for characteristic months of the year, where available.
7. Original construction submittals and factory data (specifications, pump curves, etc.), where available.
8. Test and balance reports for water and air systems, where available.

II. Scope of Work.

The Program Development Assessment (the "Assessment") shall be performed as described below:

A. Perform detailed review of documents delivered above.

B. Perform an inspection survey to:

1. Identify potential energy conservation measures ("ECMs") and opportunities for distributed and renewable generation technologies.
2. Identify the potential locations and type of application for solar PV and other ECM installations.
3. Interview the facility manager, chief engineer, or others as needed.
4. Identify "process" energy use, such as production equipment, computer rooms, printing plants, parking garages, etc.
5. Obtain the hours of operation for building systems and equipment, and expected occupancy and use.
6. Survey major energy using equipment, and record (to extent available) the pertinent information for the following:
 - a. Lighting
 - b. HVAC equipment

- c. Controls and automation
 - d. Other (process, outdoor lighting, etc.)
 - e. Pumps
 - f. Compressors
 - g. Boilers
 - h. Heat exchangers
 - i. Fan coil units
7. Perform Utility Analysis and Solar Photovoltaic Production Analysis:
- a. Identify current rate schedule, analyze electrical usage and model load profile for each site
 - b. Perform shading analysis at potential PV facilities
 - c. Perform preliminary structural analysis for buildings being considered for PV installations
 - d. Determine historical site-specific rate escalation
 - e. Determine expected solar photovoltaic production curve for proposed sites
 - f. Overlay electrical load profile with expected solar photovoltaic production curve to right size the solar photovoltaic system(s) and identify rate restructuring opportunities].
- C. Prepare a post-inspection status update, consisting of:
- 1. Demand Side: List of energy retrofit opportunities which appear likely to be cost effective and warrant detailed analysis.
 - 2. Supply Side: List of potential sites for distributed generation, possible layouts, estimated capacity and production.
 - 3. Recommendation for or against continuing the Assessment.
- D. Tabulate the data gathered during the survey and process as required. Prepare in a format suitable for inclusion in the Report.
- E. Calculate energy savings for all viable ECMs. The best method for calculating savings shall be determined by Chevron ES, and may include using modeling software such as eQUEST or Trace 600, or may involve spreadsheet analysis or other accepted, standard engineering procedures.
- F. Meet with Customer to review and prioritize list of Work.
- G. Prepare preliminary engineering for the prioritized Work as needed, to include:
- 1. A written description including:
 - a. the existing conditions
 - b. the changes to be made
 - c. the engineering principle(s) which cause energy to be saved
 - 2. A general scope of the construction work required for installation of work.
 - 3. Rough sizing of major equipment and a preliminary selection.
- H. Calculate annual energy savings for the Work.
- 1. Calculations shall generally employ computer simulation or spreadsheet analysis.
 - 2. Calculations shall follow the methodology of ASHRAE or other nationally recognized authority and shall be based on sound engineering principle(s).
 - 3. Operational and maintenance savings, if any, shall be identified as a separate line item.
- I. Prepare a preliminary measurement and verification plan, explaining how each ECM is to be measured and verified. This plan need only show intended methodologies, but is not required to identify precise instrumentation and/or formulae intended for use. This plan should be carefully enough prepared so as not to materially conflict with the final measurement and verification plan to be prepared during final negotiations of, and incorporated into, the Energy Services Contract.

J. Prepare a proposed "Project Price" and a list of "Services to Be Provided," in anticipation of Chevron ES and Customer entering into an Energy Services Contract to design, construct, install, and monitor the projects proposed in the Report. Price calculations shall explicitly state that the Energy Savings Contract must be promptly executed to avoid price increases and that hazardous substance or abnormal subsurface/soil condition issues must not be present.

K. Provide to Customer a Report which shall include:

1. Introduction and summary
2. A table summarizing the recommended ECMs
3. Description of energy conservation measures
4. Conclusions and recommendations, including economic analysis of retrofit measures
5. Summary per meter of utility history, energy use baseline, and applicable utility rates
6. Measurement and verification plan

L. Meet with Customer to:

1. Review the retrofit options proposed in the Report, and assemble a package of options which is compatible with Customer's investment and infrastructure improvement goals; and
2. Review the proposed Project Price and list of Services to Be Provided to determine which further services Customer may want Chevron ES to provide.

III. Technologies to be Considered:

A. The technologies listed below shall be considered during the performance of feasibility assessments:

Lighting Fixture Retrofit and Lighting Controls

1. HVAC System Upgrades
 - a. Zone/area isolation & shutdown
 - b. Outside air economizer
2. PV System Installation
3. Furnace & Ventilation Unit Upgrade
4. Upgrade Portable Classroom A/C Units
5. Energy Management System
6. Upgrade Roof Insulation
7. Install Gap Seals on Louvered Windows
8. Computer Sleep Mode Software
9. Repair of Portable Classroom Roofs/Gutters
10. Repair Lattice Work & Other Wood Trim
11. Retrofit Plumbing Fixtures
12. Irrigation System Upgrades

ATTACHMENT B

CUSTOMER BUILDING INVENTORY

PART I: BUILDINGS INCLUDED IN ASSESSMENT

Building Name **Floor Area (square feet)**

Campus / Facility	Building Area (sqft)
DO - District Office	25,526
PLA - Plavan Elementary School	48,308
MAS - Masuda Middle School	49,675
COX - Cox Elementary School	54,185
FUL - Fulton Middle School	49,535
COUR - Courreges Elementary School	47,670
TALB - Talbert Middle School	52,354
NEW - Newland Elementary School	49,287
Gisler Elementary School	45,545
OKA - Oka Elementary School	45,305
TAM - Tamura Elementary School	44,346
M/O - Maintenance & Operations	19,589

PART II: BUILDINGS NOT INCLUDED IN ASSESSMENT

<u>Building Name</u>	<u>Floor Area (Square Feet)</u>
<u>Campus/Facility</u>	<u>Building Area (sqft)</u>
LAM – Lamb Elementary School (K-8) Closed	41,466
Wardlow Elementary School (K-8) Closed	43,978
Moiola Elementary School (k-8) Closed	47,465

FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES DIVISION
DFS/12-13 -- 11
M E M O R A N D U M

TO: Stephen L McMahon, Assistant Superintendent, Business Services
FROM: Scott Martin, Director, Fiscal Services
SUBJECT: **CAPITAL FACILITIES FUND / DEVELOPER FEES**
DATE: August 14, 2012

BACKGROUND

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

“(d) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:”

1. Identify the purpose to which the fee is to be put.
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged.
3. Identify all sources and amounts of funding anticipated to complete financing incomplete improvements identified in paragraph (2) of subdivision (a).

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

Attached are worksheets summarizing the fees collected, interest earned and specific expenditures on projects during fiscal year 2011-12.

RECOMMENDATION

It is recommended that the Board of Trustees accept the report on the use of the Capital Facilities Fund Income to Expenditures.

[illegible]

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

[illegible]

DEVELOPER FEES - DATA COLLECTION LOG

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

	EXPENDITURE DETAIL:									
				% OF	ESTIMATED					
		PUBLIC	COST OF	PROJECT	START		REPAYMENT	REFUND	AMOUNT	
		IMPROVEMENT	EACH IMPROVEMENT	FUNDED	DATE OF	School	DATE OF	FEES	OF	TOTAL
	DATE	PROJECT	P.O. #	WITH FEES	PROJECT	Site	LOAN	TO	REFUND	EXPENDITURE
1	7/1/2011-6/30/2012	Admin Fee Exp								4,312.30
2	07/01/2011-6/30/2012	Interest Exp								402.69
3	10/12/2011	Power Plus Electric	F20M4021	100		Masuda				250
4	11/8/2011	Smarden Supply Company	F20M4170	100		Cox, Gisler, Masuda, Talbert				4,108.37
13										
									Total	9,073.36
	ENDING FUND BALANCE:		541,142.21							

FOUNTAIN VALLEY SCHOOL DISTRICT
BUSINESS SERVICES DIVISION
DFS/12/13 -- 10
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: **RESOLUTION 2013-08 — GANN AMENDMENT APPROPRIATIONS
LIMITATION**
DATE: August 8, 2012

BACKGROUND:

In accordance with Education Code Sections 1629 and 42132, which specify that each year, governing boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the prior year. The appropriation limit is the dollar amount that a District can expend in one fiscal year. The District did not exceed its appropriation limit of \$28,314,532 for 2011-12 and estimated appropriation for 2012-13 is \$29,381,990. The calculation of the appropriation limit is available for public review in the Business Services Office.

RECOMMENDATION:

It is recommended that the Governing Board adopt **RESOLUTION 2013-08**, identifying the 2011-12 actual appropriation limit and the 2012-13 estimated appropriation limit.

Fountain Valley School District

**RESOLUTION 2013-08
GANN AMENDMENT
APPROPRIATIONS LIMIT**

WHEREAS, Article XIII B of California Constitution provides certain limitations and controls on the total annual appropriations of any school district; and

WHEREAS, Division 9, (commencing with Section 7900) of Title 1 of the Government Code, provides for the implementation of Article XIII B; and

WHEREAS, Government Code Section 7900 provides that the governing body of each school district shall annually adopt a resolution to identify the estimated appropriations limit for the district for the current fiscal year and the actual appropriations limit for the district for the preceding fiscal year.

NOW, THEREFORE, the Board of Trustees of the FOUNTAIN VALLEY SCHOOL DISTRICT hereby resolves and declares as follows:

The actual appropriations limit for 2011-12 was \$28,314,532, and the appropriations in the 2011-12 budget did not exceed the limitation imposed by Article XIII B of the California Constitution.

The appropriations limit for 2012-13 is estimated to be \$29,381,990, and the appropriations in the 2012-13 budget do not exceed the limitations imposed by Article XIII B of the California Constitution.

BE IT FURTHER RESOLVED, that the documentation used in determining the appropriations limit shall be available to the public at 10055 Slater Avenue, Fountain Valley, California.

ADOPTED ON THIS 23rd DAY OF AUGUST 2012.

SIGNED _____

Sandra Crandall
Clerk, Board of Trustees

Fountain Valley, California
County of Orange, State of California

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2010-11 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2010-11 Actual			2011-12 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	27,396,587.13		27,396,587.13			28,314,532.25
2. PRIOR YEAR GANN ADA (Preload/Line B9, PY column)	6,136.77		6,136.77			6,187.26
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2010-11			Adjustments to 2011-12		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)		0.00				0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2011-12 data should tie to Principal Apportionment Attendance Software reports)	2011-12 P2 Report			2012-13 P2 Estimate		
1. Total K-12 ADA (Form A, Line 10)	6,187.26		6,187.26	6,187.26		6,187.26
2. ROC/P ADA**						
3. Total Charter Schools ADA (Form A, Line 26)	0.00		0.00	0.00		0.00
4. Total Supplemental Instructional Hours**						
5. Divide Line B4 by 700 (Round to 2 decimal places)			6,187.26			6,187.26
6. TOTAL P2 ADA (Lines B1 through B3 plus B5)						
OTHER ADA (From Principal Apportionment Attendance Software)						
7. Apprentice Hours - High School						
8. Divide Line B7 by 525 (Round to 2 decimal places)		0.00				0.00
9. TOTAL CURRENT YEAR GANN ADA (Sum Lines B6 plus B8)			6,187.26			6,187.26
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2011-12 Actual			2012-13 Budget		
1. Homeowners' Exemption (Object 8021)	157,644.88		157,644.88	157,644.00		157,644.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	17,641,255.61		17,641,255.61	17,986,064.00		17,986,064.00
5. Unsecured Roll Taxes (Object 8042)	727,775.90		727,775.90	684,546.00		684,546.00
6. Prior Years' Taxes (Object 8043)	410,081.19		410,081.19	407,242.00		407,242.00
7. Supplemental Taxes (Object 8044)	131,769.04		131,769.04	131,769.00		131,769.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(1,256,287.79)		(1,256,287.79)	(1,356,422.00)		(1,356,422.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	112,718.40		112,718.40	45,500.00		45,500.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	17,924,957.23	0.00	17,924,957.23	18,056,343.00	0.00	18,056,343.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	17,924,957.23	0.00	17,924,957.23	18,056,343.00	0.00	18,056,343.00

	2011-12 Calculations			2012-13 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			308,871.00			313,968.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			308,871.00			313,968.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. Revenue Limit State Aid - Current Year (Object 8011)	12,876,488.00		12,876,488.00	12,960,463.00		12,960,463.00
25. Revenue Limit State Aid - Prior Years (Object 8019)	0.00		0.00	0.00		0.00
26. Supplemental Instruction - CY (Res. 0000, Object 8590)**		0.00	0.00		112,752.00	112,752.00
27. Supplemental Instruction - PY (Res. 0000, Object 8590)**		100,887.00	100,887.00		0.00	0.00
28. Comm Day Sch Addl Funding - CY (Res. 2430, Obj. 8311 and Res. 0000, Obj. 8590)**		0.00	0.00		0.00	0.00
29. Comm Day Sch Addl Funding - PY (Res. 2430, Obj. 8319 and Res. 0000, Obj. 8590)**		0.00	0.00		0.00	0.00
30. ROC/P Apportionment - CY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
31. ROC/P Apportionment - PY (Res. 0000, Object 8590)**		0.00	0.00		0.00	0.00
32. Charter Schs. Gen. Purpose Entitlement (Object 8015)	0.00	0.00	0.00	0.00	0.00	0.00
33. Charter Schs. Categorical Block Grant (Object 8590)**		0.00	0.00		0.00	0.00
34. Class Size Reduction, Grades K-3 (Object 8434)	1,465,936.00		1,465,936.00	1,250,928.00		1,250,928.00
35. Class Size Reduction, Grade 9 (Object 8590)**		0.00	0.00		0.00	0.00
36. SUBTOTAL STATE AID RECEIVED (Lines C24 through C35)	14,342,424.00	100,887.00	14,443,311.00	14,211,391.00	112,752.00	14,324,143.00
ADD BACK TRANSFERS TO COUNTY						
37. County Office Funds Transfer (Form RL, Line 32)	112,064.00		112,064.00	113,303.00		113,303.00
38. TOTAL STATE AID (Lines C36 plus C37)	14,454,488.00	100,887.00	14,555,375.00	14,324,694.00	112,752.00	14,437,446.00
DATA FOR INTEREST CALCULATION						
39. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	44,846,740.64		44,846,740.64	42,188,692.00		42,188,692.00
40. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	32,221.61		32,221.61	35,000.00		35,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			27,396,587.13			28,314,532.25
2. Inflation Adjustment			1.0251			1.0377
3. Program Population Adjustment (Lines B9 divided by [A2 plus A7]) (Round to four decimal places)			1.0082			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			28,314,532.25			29,381,990.12
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			17,924,957.23			18,056,343.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B9 or \$2,400; but not greater than Line C38 or less than zero)			742,471.20			742,471.20
b. Maximum State Aid in Local Limit (Lesser of Line C38 or Lines D4 minus D5 plus C23; but not less than zero)			10,698,446.02			11,639,615.12
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			10,698,446.02			11,639,615.12
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C40 divided by [Lines C39 minus C40] times [Lines D5 plus D6c])			20,580.21			24,656.41
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			17,945,537.44			18,080,999.41
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C38 or less than zero)			10,677,865.81			11,614,958.71
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			17,945,537.44			
b. State Subventions (Line D8)			10,677,865.81			
c. Less: Excluded Appropriations (Line C23)			308,871.00			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			28,314,532.25			

Section C: Recording of Supplemental Instruction Revenue.

714-843-3249
Contact Phone Number