



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

September 27, 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.
- Property Negotiations: *Government Code 54956.8*
Real property negotiator Steve McMahon will speak to the board about the negotiations concerning the properties at 9191 Pioneer and 10251 Yorktown Avenue, Huntington Beach, CA.
- PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING**1. PUBLIC HEARING FOR TENTATIVE AGREEMENT BETWEEN FVSD AND CSEA, CHAPTER #358 FOR 2012-13 YEAR**

A public hearing shall be held for the purpose of receiving public comment on the tentative agreement between the Fountain Valley School District and CSEA, Chapter #358 for the 2012-13 year. Public input is welcomed.

STAFF REPORTS AND PRESENTATIONS**2. UNAUDITED ACTUALS FOR FISCAL YEAR 2011-12 (ORAL AND WRITTEN)**

Assistant Superintendent, Business, Steve McMahon and Director, Fiscal Services, Scott Martin will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2011-12.

3. STAR TEST RESULTS 2012 (ORAL AND WRITTEN)

Assistant Superintendent, Instruction, Anne Silavs will present the 2012 STAR Tests Results for the Fountain Valley School District to the Board of Trustees.

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. REVISIONS TO BOARD POLICY 1250 VISITORS/OUTSIDERS (FIRST READING)**

M _____
2nd _____
V _____

Board Policy 1250 has been updated to include a new section regarding the presence on campus of registered sex offenders, including those who are parents/guardians of district students, based on their right to participate in their children's education.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 1250 Visitors/Outsiders be approved for first reading, with necessary changes as indicated by the Board of Trustees.

5. REVISIONS TO BOARD POLICY 3515.2 DISRUPTIONS (FIRST READING)

M ____
2nd ____
V ____

Board Policy 3515.2 has been revised in response to the passage of AB 123, a new law which makes it a misdemeanor for a person to willfully or knowingly create a disruption with the intent to threaten the immediate physical safety of any student in kindergarten through grade eight. The revised documents reflect changes in law.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 3515.2 Disruptions be approved for first reading, with necessary changes as indicated by the Board of Trustees.

6. REVISION TO BOARD POLICY 6020: PARENT INVOLVEMENT (FIRST READING)

M ____
2nd ____
V ____

This board policy/administrative regulation revision brings the district into compliance with Federal Elementary and Secondary Education Act (ESEA) legislation and Education Code 11504 which mandate a policy for parent involvement. In order for the District to receive Title I, Part A funding, the District must keep a current policy in place.

Superintendent's Recommendation: The Superintendent endorses the updates to Policy 6020 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

7. REVISION TO BOARD POLICY 6145: EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (FIRST READING)

M ____
2nd ____
V ____

Board Policy 6145 has been updated to clarify that no fee may be charged to students for participation in extracurricular and cocurricular activities related to the educational program, unless specifically authorized by law, and that a District policy allowing waivers of the fee based upon need does not render the fee constitutional. Additionally, the Administrative Regulation was updated to add the section on "Supervision" reflecting required qualifications of staff and others who work with students in a student activity program.

Superintendent's Recommendation: It is recommended that revisions to Board

Policy 6145 Extracurricular and Cocurricular Activities be approved for first reading, with necessary changes as indicated by the Board of Trustees.

8. REVISION TO BOARD POLICY 6174: EDUCATION FOR ENGLISH LEARNERS (FIRST READING)

M ____
2nd ____
V ____

This board policy/administrative regulation revision more clearly delineates policy related to English learners with regards to waivers, reclassification/redesignation, and advisory committees.

Superintendent's Recommendation: The Superintendent endorses the updates to Policy 6174 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

9. REVISIONS TO BOARD BYLAW 9321: CLOSED SESSION PURPOSES AND AGENDAS (FIRST READING)

M ____
2nd ____
V ____

Board Bylaw 9321: Closed Session Purposes and Agenda has been updated to reflect new Attorney General opinion which concludes that only three specified subjects related to real property negotiations may be considered in closed session. BB 9321 also includes board philosophical statement expressing commitment to transparency and compliance with open meeting laws, includes requirement to reconvene in open session to report decisions of closed session, and revises section on "Pending Litigation" to add definitions of "party" and "significant exposure to litigation."

Superintendent's Recommendation: It is recommended that revisions to Board Bylaw 9321: Closed Session Purposes and Agenda be approved for first reading, with necessary changes as indicated by the Board of Trustees.

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

M ____
2nd ____
V ____

Attached is the Public Disclosure of Collective Bargaining Agreement, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, for the agreement between CSEA Chapter #358 and the FVSD for the 2012-13 school year.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA Chapter #358 for the 2012-13 school year.

11. TENTATIVE AGREEMENT BETWEEN FVSD AND CSEA, CHAPTER #358

M ____
2nd ____
V ____

At the end of August, CSEA and FVSD reopened negotiations for the 2012-2013

school year to address contingency language related to the Schools and Local Public Safety Protection Act as well as reductions in assignments, life insurance for part-time employees and language related to the removal of disciplinary documents from personnel files. CSEA and FVSD reached a tentative agreement on August 28, 2012 and CSEA ratified the agreement on Wednesday, September 12, 2012.

Superintendent's Recommendation: It is recommended that the Board of Trustees approves this Tentative Agreement dated August 28, 2012.

12. 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

- 12-A.** Board Meeting Minutes from August 23rd board meeting
- 12-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 12-C.** Donations
- 12-D.** Warrants
- 12-E.** Purchase Order Listing
- 12-F.** Budget Adjustments
- 12-G.** Renewal of Membership in the Huntington Beach Chamber of Commerce in the amount of \$325.

Consent Items

12-H. BOARD POLICY 0410 NON-DISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES (SECOND READING AND ADOPTION)

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

12-I. BOARD POLICY 5131 CONDUCT (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 5131 Conduct be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

12-J. BOARD POLICY 5144.1 SUSPENSION/EXPULSION (SECOND READING

AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 5144.1 Suspension/Expulsion be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

12-K. BOARD POLICY 5145.3 NON-DISCRIMINATION/HARASSMENT (SECOND READING AND ADOPTION)

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

12-L. BOARD POLICY 5145.7 SEXUAL HARRASSMENT (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 5145.7 Sexual Harassment be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

12-M. BOARD POLICY 5131.2 BULLYING (SECOND READING AND ADOPTION)

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

12-N. BOARD POLICY 6170.1 TRANSITIONAL KINDERGARTEN (SECOND READING AND ADOPTION)

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

12-O. BOARD POLICY 0520.2 TITLE I PROGRAM IMPROVEMENT SCHOOLS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 0520.2 Title I Improvement Schools be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

12-P. BOARD POLICY 0520.3 TITLE I PROGRAM IMPROVEMENT DISTRICTS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 0520.3 Title I Improvement Districts be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

12-Q. CONFIDENTIAL SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve reimbursement to parents in an amount not to exceed \$15,000 for the 2012-13 school year per the agreement signed September 13, 2012.

12-R. UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2011-12

Superintendent's Comments: It is recommended that the Board of Trustees approves the unaudited actuals for fiscal year 2011-12 and the adjusted 2012-13 beginning balance.

12-S. MANDATE BLOCK GRANT

Superintendent's Comments: Based on historic data, the \$28 per ADA Block Grant yields greater mandate reimbursements than filing individual claims and this trend is expected to continue. It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2012/13 fiscal year and authorize the Superintendent or his designee to sign all documents.

12-T. APPROVE ATTENDANCE OF STUDENTS FROM VISTA UNIFIED SCHOOL DISTRICT

Superintendent's Comments: It is recommended that the Board of Trustees approve the Inter-district Attendance Agreement between Vista Unified School District of San Diego County and the Fountain Valley School District and authorize the Superintendent or his designee to sign all documents.

12-U. APPROVAL OF CONTINUATION IN K-3 CLASS SIZE REDUCTION PROGRAM FOR 2012-13

Superintendent's Comments: It is recommended that the Board of Trustees approve participation in the Class Size Reduction Program and Certification for 2012-13.

12-V. NON-PUBLIC AGENCY CONTRACTS

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Devereux Florida	\$82,490	7/1/12-6/30/13
Sylvia Mende, Psy.D.	\$25,000	7/1/12-6/30/13
Sage Behavior Services, Inc.	\$1,180	8/1/12-8/31/12
Speech & Language Dev. Center	\$3,659.50	7/1/12-8/31/12

Mardan Center of Ed. Therapy

\$30,960

9/6/12-6/30/13

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

**The next regular meeting of the Fountain Valley School District
Board of Trustees is on Thursday, October 18, 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

TENTATIVE AGREEMENT BETWEEN FVSD AND CSEA CHAPTER 358 FOR 2012-13

Notice is hereby given that the Board of Trustees of the
Fountain Valley School District, at its meeting to be held on
September 27, 2012 at 7:00 p.m. in the Board Room
located at 10055 Slater Avenue, Fountain Valley, CA, will conduct
a public hearing on the tentative agreement for the 2012-13 year
between the District and the California School Employee's
Association, Chapter 358.

FOUNTAIN VALLEY SCHOOL DISTRICT

By: Marc Ecker

Board Meeting of September 27, 2012

SO 2012-13/B13-8
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: Unaudited Actuals for Fiscal Year 2011-12 (Oral and Written)
DATE: September 21, 2012

Assistant Superintendent, Business Steve McMahon and Director, Fiscal Services, Scott Martin will review for the Board of Trustees the unaudited actuals for the Fountain Valley School District for the fiscal year 2011-12.

Board Meeting of September 27, 2012

SO 2012-13/B13-9
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: STAR Test Results 2012 (Oral and Written)
DATE: September 21, 2012

Assistant Superintendent, Instruction, Anne Silavs will present the 2012 STAR Tests Results for the Fountain Valley School District to the Board of Trustees.



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 1250 VISITORS/OUTSIDERS***
(FIRST READING)
DATE: September 12, 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 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 1250 has been updated to include a new section regarding the presence on campus of registered sex offenders, including those who are parents/guardians of district students, based on their right to participate in their children's education.

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 1250 Visitors/Outsiders be approved for first reading, with necessary changes as indicated by the Board of Trustees.

VISITORS/OUTSIDERS

The Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

(cf. 1240 - Volunteer Assistance)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

To ensure the safety of students and staff and minimize interruption of the instructional program, the Superintendent or designee shall establish procedures which facilitate visits during regular school days. Visits during school hours should be arranged with the principal or designee. When a visit involves a conference with Community Relations a teacher or the principal, an appointment should be scheduled during noninstructional time.

(cf. 6116 - Classroom Interruptions)

The term “visitor” is a generic term to include parents/guardians of students enrolled at a school, district or public employees required to be at school, representatives of a school employee organization, members of the media, or elected public officials

The term “outsider” shall include all other individuals.

Any person who is not a student or staff member shall register immediately upon entering any school building or grounds when school is in session.

The principal or designee may provide a visible means of identification for all individuals who are not students or staff members while on school premises.

No electronic listening or recording device may be used by any person in a classroom without the teacher's and principal's permission. (Education Code 51512)

The Board encourages all individuals to assist in maintaining a safe and secure school environment by behaving in an orderly manner while on school grounds and by utilizing the district's complaint processes if they have concerns with any district program or employee. In accordance with Penal Code 626.7, the principal or designee may request that any individual who is causing a disruption, including exhibiting volatile, hostile, aggressive, or offensive behavior, immediately leave school grounds.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

VISITORS/OUTSIDERS (continued)

(cf. 3515.2 - *Disruptions*)

Presence of Sex Offender on Campus

Any person who is required to register as a sex offender pursuant to Penal Code 290, including a parent/guardian of a district student, shall request written permission from the principal before entering the school campus or grounds. As necessary, the principal shall consult with local law enforcement authorities before allowing the presence of any such person at school or other school activity. The principal also shall report to the Superintendent or designee anytime he/she gives such written permission.

*Legal Reference:*EDUCATION CODE

32210 *Willful disturbance of public school or meeting*

32211 *Threatened disruption or interference with classes; misdemeanor*

32212 *Classroom interruptions*

35160 *Authority of governing boards*

35292 *Visits to schools (Board members)*

49091.10 *Parental right to inspect instructional materials and observe school activities*

51101 *Parent Rights Act of 2002*

51512 *Prohibited use of electronic listening or recording device*

EVIDENCE CODE

1070 *Refusal to disclose news source*

LABOR CODE

230.8 *Discharge or discrimination for taking time off to participate in child's educational activities*

PENAL CODE

290 *Sex offenders*

626-626.10 *Schools*

626.81 *Misdemeanor for registered sex offender to come onto school grounds*

627-627.10 *Access to school premises, especially:*

627.1 *Definitions*

627.2 *Necessity of registration by outsider*

627.7 *Misdemeanors; punishment*

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

ATTORNEY GENERAL OPINIONS

95 Ops.Cal.Atty.Gen. 509 (1996)

VISITORS/OUTSIDERS

The Superintendent or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the principal or designee, a staff member shall accompany visitors/outsideers while they are on school grounds.

Procedures for Visiting School Grounds

Immediately upon entering any school building or grounds, any person other than a district employee shall, when school is in session, report his/her presence and the reason for visiting to the staff on duty in the school office. The principal may make an exception to this rule due to special campus events.

Visitors and outsiders shall identify themselves and state the reason for their visit. Any person asked to leave by the principal or designee shall promptly comply.

Fountain Valley School District stipulates that any loitering about a district school by any person is prohibited. (Penal Code 653) The Fountain Valley School District declares that loitering is defined as being within 1,000 feet of a school. (Penal Code 626.8)

School administrators may require members of the news media to follow reasonable conditions while on school grounds in order to prevent interference with orderly activities at the school.

Procedures for Classroom Visits

The following procedures shall be followed concerning classroom visits by persons other than district employees:

1. All visits must be arranged in advance with the teacher and/or principal.
2. All visitors are required to report their presence to the school office prior to going to any classroom, school building or grounds.
3. In elementary schools, the length of a visit may not exceed 30 minutes per classroom daily unless waived by the principal.

(cf 1112 – Media relations)

(cf. 3515.2 – Disruptions)

VISITORS/OUTSIDERS (continued)

(cf. 5112.5 – Open/Closed Campus)

4. In middle schools, the length of a visit may not exceed one class period unless waived by the principal.
5. For purposes of school safety and security, the principal or designee shall design a visible means of identification for visitors while on school premises.
6. Visits may not exceed two times per month unless special circumstances merit additional days and are approved by the principal.
7. Any parent or guardian who has been denied access to their child by either the police or a court order shall not be permitted to visit any classroom and will be asked to leave the school premises.
8. No electronic listening or recording device may be used by visitors or students in a classroom without the teacher's and principal's permission. (Ed.Code 51512)
9. No parent-teacher conference may be held during scheduled classroom instructional time without the agreement of the teacher.

(cf. 5144 – Discipline)

School Principals shall

1. Inform teachers and staff of the policy and procedures for school/campus visitations at the beginning of each school year.
2. If a parent request for a school visit comes to the school office or principal, the principal shall inform the parent of the policy and procedures.
3. If the request comes to the classroom teacher or other staff member, that person shall inform the principal of the request. The principal shall inform the parent of the policy and procedures.
4. If the parent requests any waiver or exception to the policy, the request must be made to the principal who shall make a determination and communicate the decision to the teacher.
5. These procedures are not applicable to authorized school volunteers or district personnel.

VISITORS/OUTSIDERS (continued)**Registration Procedures for Outsiders**

Outsiders shall register upon entering school premises during school hours. Any person other than the following is considered an outsider: (Evidence Code 1070; Penal Code 627.1, 627.2)

- a. A student currently enrolled at the school, unless currently under suspension
- b. A parent/guardian of a student at the school
- c. A member of the Board of Trustees or district employee
- d. A public employee whose employment requires being on school grounds, or any person on the grounds at the request of the school
- e. A representative of a school employee organization who is engaged in activities related to the representation of school employees.
- f. An elected public official
- g. A publisher, editor, reporter, or other person connected with or employed by a newspaper, magazine, other periodical publication, press association or wire service, radio station, or television station.

(cf. 1112 – Media Relations)

In order to register, outsiders shall, upon request, furnish the principal or designee with the following information (Penal Code 627.3)

1. Name, address, and occupation
2. Age, if under age 21
3. The purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Principal's Registration Authority

The principal or designee may refuse to register any outsider if the administrator reasonably concludes that the outsider's presence or acts would disrupt the school, students or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The principal or designee may revoke an outsider's registration if the administrator has a reasonable basis for concluding that the outsider's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students or staff. (Penal Code 627.4)

*(cf. 3515 (a) – Campus Security
(cf. 3515.2 – Disruptions)*

VISITORS/OUTSIDERS (continued)

When an outsider fails to register, or when the principal or designee denies or revokes an outsider's registration privileges, the principal or designee may request that the individual promptly leave school grounds. When an outsider is directed to leave, the principal or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

Any person who is denied registration at a school or whose registration is revoked may appeal to the Superintendent or principal by submitting within five days of the person's departure from the school, a written request for a hearing. This request must state why he/she believes the denial or revocation was improper and must provide an address to which the hearing notice may be sent. Upon receipt of said request, the Superintendent or principal shall promptly mail a notice of the hearing to the person making the request. The hearing, held before the Superintendent or principal, shall occur within seven days after receipt of the request. (Penal Code 627.5)

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



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 3515.2 DISRUPTIONS (FIRST READING)***
DATE: September 12, 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 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 3515.2 has been revised in response to the passage of AB 123, a new law which makes it a misdemeanor for a person to willfully or knowingly create a disruption with the intent to threaten the immediate physical safety of any student in kindergarten through grade eight. The revised documents reflect changes in 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 3515.2 Disruptions be approved for first reading, with necessary changes as indicated by the Board of Trustees.

DISRUPTIONS

The Board of Trustees is committed to providing a safe environment for district students, staff, and others while they are on district property or engaged in school activities.

The Superintendent or designee shall remove any individual who, by his/her presence or action, disrupts or threatens to disrupt normal district or school operations, threatens the health or safety of anyone on district property, or causes or threatens to cause damage to district property or to any property on school grounds.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4158/4258/4358 - Employee Security)

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

(cf. 5131.4 - Student Disturbances)

The Superintendent or designee shall establish a plan describing staff responsibilities and actions to be taken when an individual is causing a disruption. In developing such a plan, the Superintendent or designee shall consult with law enforcement to create guidelines for law enforcement support and intervention in the event of a disruption.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515.3 - District Police/Security Department)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall provide training to school staff on how to identify and respond to actions or situations that may constitute a disruption.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Any employee who believes that a disruption may occur shall immediately contact the principal. The principal or designee shall notify law enforcement in accordance with Education Code 48902 and 20 USC 7151 and in other situations, as appropriate.

Safe School Zone

Possession of a firearm within 1000 feet of any district school is prohibited except when authorized by law. (Penal Code 626.9)

Possession of any other unauthorized weapon or dangerous instrument is prohibited on school grounds or buses and at school-related or school-sponsored activities without the written permission of school authorities.

(cf. 5131.7 - Weapons and Dangerous Instruments)

DISRUPTIONS (continued)

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

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

Legal Reference:

EDUCATION CODE

32210 Willful disturbance of public school or meeting; misdemeanor

32211 Threatened disruption or interference with classes; misdemeanor

35160 Authority of governing boards

44810 Willful interference with classroom conduct

44811 Disruption of classwork or extracurricular activities

48902 Notification of law enforcement authorities

51512 Prohibited use of electronic listening or recording device

PENAL CODE

243.5 Assault or battery on school property

415.5 Disturbance of peace of school

626-626.11 Schools, crimes, especially:

626.7 Failure to leave campus or facility; wrongful return; penalties; notice; exceptions

626.8 Disruptive presence at schools

626.81 Misdemeanor for registered sex offender to come onto school grounds

626.85 Misdemeanor for specified drug offender presence on school grounds

626.9 Gun Free School Zone Act

627-627.10 Access to school premises

653b Loitering about schools or public places

12556 Imitation firearms

UNITED STATES CODE, TITLE 20

7151 Gun-Free Schools Act

COURT DECISIONS

Reeves v. Rocklin Unified School District, (2003) 109 Cal.App.4th 652

In Re Joseph F., (2000) 85 Cal.App.4th 975

In Re Jimi A., (1989) 209 Cal.App.3d 482

In Re Oscar R., (1984) 161 Cal. App.3d 770

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 58 (1996)

DISRUPTIONS

The principal or designee may direct any person, except a student, school employee, or other person required by his/her employment to be on school grounds, to leave school grounds or school activity if:

1. The principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property. (Education Code 44810, 44811; Penal Code 626.7)
2. The person fights or challenges another person to a fight, willfully disturbs another person by loud and unreasonable noise, or uses offensive language which could provoke a violent reaction. (Penal Code 415.5)
3. The person loiters around a school without lawful business for being present or reenters a school within 72 hours after he/she was asked to leave. (Penal Code 653b)
4. The person is required to register as a sex offender pursuant to Penal Code 290 and does not have a lawful purpose and written permission from the principal or designee to be on school grounds. (Penal Code 626.81)

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.5 - Sex Offender Notification)

5. The person is a specified drug offender as defined in Penal Code 626.85 and does not have written permission from the principal or designee to be on school grounds. However, such specified drug offender may be on school grounds during any school activity if he/she is a student or the parent/guardian of a student attending the school. (Penal Code 626.85)
6. The person willfully or knowingly creates a disruption with the intent to threaten the immediate physical safety of any student in grades K-8 while attending, arriving at, or leaving school. (Penal Code 626.8)
7. The person has otherwise established a continued pattern of unauthorized entry on school grounds. (Penal Code 626.8)

(cf. 1240 - Volunteer Assistance)

(cf. 3515.3 - District Police/Security Department)

(cf. 4158/4258/4358 - Employee Security)

(cf. 6145.2 - Athletic Competition)

DISRUPTIONS (continued)

The principal or designee shall allow a parent/guardian who was previously directed to leave school grounds to reenter for the purpose of retrieving his/her child for disciplinary reasons, medical attention, or family emergencies, or with the principal or designee's prior written permission. (Penal Code 626.7, 626.85)

When directing any person to leave school premises, the principal or designee shall inform the person that he/she may be guilty of a crime if he/she:

1. Fails to leave or remains after being directed to leave (Penal Code 626.7, 626.8, 626.85)
2. Returns to the campus without following the school's posted registration requirements (Penal Code 626.7)
3. Returns within seven days after being directed to leave (Penal Code 626.8, 626.85)

(cf. 0450 - Comprehensive Safety Plan)

Appeal Procedure

Any person who is asked to leave a public school building or grounds may appeal to the Superintendent or designee. This appeal shall be made no later than the second school day after the person has departed from the school building or grounds. After reviewing the matter with the principal or designee and the person making the appeal, the Superintendent or designee shall render his/her decision within 24 hours after the appeal is made and this decision shall be binding. (Education Code 32211)

The decision of the Superintendent or designee may be appealed to the Board of Trustees. Such an appeal shall be made no later than the second school day after the Superintendent or designee has rendered his/her decision. The Board shall consider and decide the appeal at its next scheduled regular public meeting. The Board's decision shall be final. (Education Code 32211)



FOUNTAIN VALLEY SCHOOL DISTRICT

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

Board Meeting of
September 27, 2012

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: September 27, 2012

SUBJECT: Revision to Board Policy 6020: Parent Involvement (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 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.

This board policy/administrative regulation revision brings the district into compliance with Federal Elementary and Secondary Education Act (ESEA) legislation and Education Code 11504 which mandate a policy for parent involvement. In order for the District to receive Title I, Part A funding, the District must keep a current policy in place. Old text is indicated by strike-through type and new language is bold.

Recommendation:

The Superintendent endorses the updates to Policy 6020 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians to develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. [0420](#) - School Plans/Site Councils)
(cf. [0420.1](#) - School-Based Program Coordination)
(cf. ~~[0420.5](#) - School-Based Decision Making~~)
(cf. ~~[0520.1](#) - High Priority Schools Grant Program~~)
(cf. [0520.2](#) - Title I Program Improvement Schools)
(cf. [1220](#) - Citizen Advisory Committees)
(cf. [1230](#) - School-Connected Organizations)
(cf. [1240](#) - Volunteer Assistance)
(cf. [1250](#) - Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. [5020](#) - Parent Rights and Responsibilities)
(cf. [5145.6](#) - Parental Notifications)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent involvement efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent involvement opportunities and barriers that may inhibit parent/guardian participation.

(cf. [0500](#) - Accountability)

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/she shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program. (Education Code [11503](#))

(cf. [6171](#) - Title I Programs)

The Superintendent or designee shall ensure that the district's parent involvement strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent involvement and describe how the district will carry out each activity listed in 20 USC [6318](#). (20 USC [6318](#))

PARENT INVOLVEMENT (continued)

The Superintendent or designee shall consult with parents/guardians of participating students in the planning and implementation of parent involvement programs, activities, and regulations. He/she also shall involve parents/guardians of participating students in decisions regarding how the district's Title I funds will be allotted for parent involvement activities. (20 USC [6318](#))

(cf. [3100](#) - Budget)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC [6318](#).

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code [11502](#). (Education Code [11504](#))

Legal Reference:

EDUCATION CODE

[11500-11506](#) Programs to encourage parent involvement

[48985](#) Notices in languages other than English

[51101](#) Parent rights and responsibilities

[64001](#) Single plan for student achievement

LABOR CODE

[230.8](#) Time off to visit child's school

UNITED STATES CODE, TITLE 20

[6311](#) Parental notice of teacher qualifications and student achievement

[6312](#) Local educational agency plan

[6314](#) Schoolwide programs

[6316](#) School improvement

[6318](#) Parent involvement

CODE OF FEDERAL REGULATIONS, TITLE 28

[35.104](#) Definitions, auxiliary aids and services

[35.160](#) Communications

Management Resources:

CSBA PUBLICATIONS

Parent Involvement: Development of Effective and Legally Compliant Policies, Governance and Policy Services Policy Briefs, August 2006

STATE BOARD OF EDUCATION POLICIES

89-01 Parent Involvement in the Education of Their Children, rev. 1994

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

Parental Involvement: Title I, Part A, April 23, 2004

PARENT INVOLVEMENT (continued)

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Family, School, Community Partnerships: <http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

California State PTA: <http://www.capta.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

No Child Left Behind: <http://www.ed.gov/nclb>

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsteachers.org>

U.S. Department of Education: <http://www.ed.gov>

PARENT INVOLVEMENT**District Strategies for Title I Schools**

To ensure that parents/guardians of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent or designee shall:

1. Involve parents/guardians of participating students in the joint development of the Title I local educational agency (LEA) plan pursuant to 20 USC [6312](#) and the process of school review and improvement pursuant to 20 USC [6316](#) (20 USC [6318](#))

(*cf.* [6171](#) - Title I Programs)

The Superintendent or designee may:

- a. Establish a district-level committee including parent/guardian representatives from each school site to review and comment on the LEA plan in accordance with the review schedule established by the Governing Board

- b. Invite input on the LEA plan from other district committees and school site councils

(*cf.* [0420](#) - School Plans/Site Councils)

(*cf.* [1220](#) - Citizen Advisory Committees)

- c. **Communicate with parents/guardians through the district newsletter, web site, or other methods regarding the LEA plan and the opportunity to provide input**

- ~~e-~~ d. Provide copies of working drafts of the LEA plan to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand

- ~~d-~~ e. Ensure that there is an opportunity at a public Board meeting for public comment on the LEA plan prior to the Board's approval of the plan or revisions to the plan

- ~~e-~~ f. Ensure that school-level policies on parent involvement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans

2. Provide coordination, technical assistance, and other support necessary to assist Title I schools in planning and implementing effective parent involvement activities to improve student academic achievement and school performance (20 USC [6318](#))

The Superintendent or designee may:

- a. Provide training for the principal or designee of each participating school regarding Title I requirements for parent involvement, leadership strategies, and

PARENT INVOLVEMENT

- communication skills to assist him/her in facilitating the planning and implementation of parent involvement activities
- b. Provide ongoing district-level workshops to assist school site staff and parents/guardians in planning and implementing improvement strategies, and seek input from parents/guardians in developing the workshops
 - c. Provide information to schools about the indicators and assessment tools that will be used to monitor progress
3. Build the capacity of schools and parents/guardians for strong parent involvement (20 USC [6318](#))

The Superintendent or designee shall: (20 USC [6318](#))

- a. Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children

(cf. [6011](#) - Academic Standards)
(cf. [6162.5](#) - Student Assessment)
(cf. [6162.51](#) - Standardized Testing and Reporting Program)
(cf. [6162.52](#) - High School Exit Examination)

- b. Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training **and using technology, as appropriate**, to foster parent involvement
- c. Educate teachers, student services personnel, principals, and other staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

(cf. [4131](#) - Staff Development)
(cf. [4231](#) - Staff Development)
(cf. [4331](#) - Staff Development)

- d. To the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with public preschool and other programs, **and conduct other activities** that encourage and support parents/guardians in more fully participating in their children's education

PARENT INVOLVEMENT

- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent involvement activities as parents/guardians may request

In addition, the Superintendent or designee may:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training**
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training**
- ~~a. c.~~ Pay reasonable and necessary expenses associated with parent involvement activities, including child care costs to enable parents/guardians to participate in school-related meetings and training sessions
- ~~b. d.~~ Train parents/guardians to enhance the involvement of other parents/guardians
- ~~c. e.~~ Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct online conferences between parents/guardians and teachers or other educators who work directly with participating students
- f. Adopt and implement model approaches to improving parent involvement**
- g. Establish a districtwide parent advisory council to provide advice on all matters related to parent involvement in Title I programs**
- h. Develop appropriate roles for community-based organizations and businesses in parent involvement activities**
- i. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families**

(cf. 1020 - Youth Services)
- ~~d. j.~~ Provide a master calendar of district activities and district meetings

PARENT INVOLVEMENT

- k. Provide information about opportunities for parent involvement through the district newsletter, web site, or other written or electronic means**
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions**

(cf. 1230 - School-Connected Organizations)

- ~~e.~~ **m.** To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed
 - ~~f.~~ **n.** Provide training and information to members of district and school site councils and advisory committees to help them fulfill their functions
 - ~~g.~~ **o.** Regularly evaluate the effectiveness of staff development activities related to parent involvement
4. Coordinate and integrate Title I parent involvement strategies with public preschool and other programs (20 USC [6318](#))

(cf. [6300](#) - Preschool/Early Childhood Education)

The Superintendent or designee may:

- a. Identify overlapping or similar program requirements**
 - b. Involve district and school site representatives from other programs to assist in identifying specific population needs**
 - ~~a.~~ **c.** Schedule joint meetings with representatives from related programs and share data and information across programs
 - ~~b.~~ **d.** Develop a cohesive, coordinated plan focused on student needs and shared goals
5. Conduct, with involvement of parents/guardians, an annual evaluation of the content and effectiveness of the parent involvement policy in improving the academic quality of the schools served by Title I (20 USC [6318](#))

The Superintendent or designee shall:

- a. Ensure that the evaluation includes the identification of barriers to greater participation in parent involvement activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, ~~or~~ have limited literacy, or are of any racial or ethnic minority background (20 USC [6318](#))**

PARENT INVOLVEMENT

- b. Use the evaluation results to design strategies for more effective parent involvement and, if necessary, to recommend changes in the parent involvement policy (20 USC [6318](#))
- c. Assess the district's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request (Education Code [11503](#))

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of district communications
 - b. Gather and monitor data regarding the number of parents/guardians participating in district activities and the types of activities in which they are engaged**
 - ~~b.~~ c. Recommend to the Board measures to evaluate the impact of the district's parent involvement efforts on student achievement
6. Involve parents/guardians in the activities of schools served by Title I (20 USC [6318](#))

The Superintendent or designee may:

- a. Include information about school activities in district communications to parents/guardians**
- ~~a.~~ b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians with special needs
- ~~b.~~ c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The district's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs. (20 USC [6318](#))

(cf. [5145.6](#) - Parental Notifications)

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School-Level Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent involvement shall be developed jointly with and agreed upon by parents/guardians of participating students. Such policy shall describe the means by which the school will: (20 USC [6318](#))

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation and child care may be provided as such services relate to parent involvement
3. **Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent involvement policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314**

The school may use an existing process for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
 - a. Timely information about Title I programs
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet

(cf. [5121](#) - *Grades/Evaluation of Student Achievement*)
(cf. [5123](#) - *Promotion/Acceleration/Retention*)
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians
5. **If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the district**

PARENT INVOLVEMENT

- ~~5.~~ **6.** Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve state standards

(cf. [0520.1](#) - ~~High Priority Schools Grant Program~~)

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the state's student academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education

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

(cf. [5020](#) - Parent Rights and Responsibilities)

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

(cf. [6145](#) - Extracurricular/Cocurricular Activities)

(cf. [6154](#) - Homework/Makeup Work)

- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - 1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - 2) Trimester reports to parents/guardians on their children's progress
 - 3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities

- 7. Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above**

- ~~6.~~ **8.** To the extent practicable, provide full opportunities for the participation of parents/guardians with limited English proficiency ~~and~~ parents/guardians with disabilities, **and parents/guardians of migrant children**, including providing information and school reports required under 20 USC [6311](#)(h) in a format and language such parents/guardians can understand

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318)

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Each school's parent involvement policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC [6318](#))

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent involvement policy. Such evaluation may be conducted during the process of reviewing the school's single plan for student achievement in accordance with Education Code [64001](#).

The principal or designee, jointly with parents/guardians of participating students, shall periodically update the school's policy to meet the changing needs of parents/guardians and the school. (20 USC [6318](#))

District Strategies for Non-Title I Schools

For each school that does not receive federal Title I funds, the Superintendent or designee shall, at a minimum:

1. Engage parents/guardians positively in their children's education by helping them develop skills to use at home that support their children's academic efforts at school and their children's development as responsible members of society (Education Code [11502](#), [11504](#))

The Superintendent or designee may:

- a. **Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education**
 - ~~a.~~b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
 - ~~b.~~c. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they may directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code [11502](#), [11504](#))

The Superintendent or designee may:

- a. **Provide parents/guardians with information regarding ways to create an effective study environment at home and to encourage good study habits**

PARENT INVOLVEMENT

- ~~a.~~ **b.** Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
- ~~b.~~ **c.** Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
- 3. Build consistent and effective communication between the home and school so that parents/guardians may know when and how to assist their children in support of classroom learning activities (Education Code [11502](#), [11504](#))

The Superintendent or designee may:

- a. Ensure that teachers provide trimester reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
- b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
- c. Provide information about parent involvement opportunities through district, school, and/or class newsletters, the district's web site, and other written or electronic communications
- d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
- e. Develop mechanisms to encourage parent/guardian input on district and school issues**
- f. Identify barriers to parent/guardian participation in school activities, including parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background**
- ~~e.~~ **g.** Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care

The Superintendent or designee may:

- a. Include parent involvement strategies in school reform or school improvement initiatives
- b. Involve parents/guardians in school planning processes



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 6145 EXTRACURRICULAR AND
COCURRICULAR ACTIVITIES (FIRST READING)***
DATE: September 12, 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 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 6145 has been updated to clarify that no fee may be charged to students for participation in extracurricular and cocurricular activities related to the educational program, unless specifically authorized by law, and that a District policy allowing waivers of the fee based upon need does not render the fee constitutional. Additionally, the Administrative Regulation was updated to add the section on "Supervision" reflecting required qualifications of staff and others who work with students in a student activity program.

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 6145 Extracurricular and Cocurricular Activities be approved for first reading, with necessary changes as indicated by the Board of Trustees.

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

The Board of Trustees recognizes that extracurricular and cocurricular activities enrich the educational and social development ~~and experiences~~ of students **and enhance students' feelings of connectedness with the schools.** The district shall encourage and support student participation in extra/cocurricular activities without compromising the integrity and purpose of the educational program.

(cf. 1330 - Use of School Facilities)
(cf. 5137 - Positive School Climate)
(cf. 6145.2 - Athletic Competition)
(cf. 5148.2 - Before/After School Programs)

~~No district student's participation in extracurricular and cocurricular activities shall be required or refused based on the student's gender, sexual orientation, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability.~~ **No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases.** ~~Requirements~~ **Prerequisites** for student participation in extracurricular and cocurricular activities shall be limited to those that ~~are~~ **have been demonstrated to be** essential to the success of the activity. (5 CCR [4925](#))

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 6145.5 - Student Organizations and Equal Access)

Any complaint ~~regarding~~ **alleging unlawful discrimination in** the district's extracurricular and cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

~~No student shall be prohibited from participating in extra/cocurricular activities related to the educational program because of inability to pay fees associated with the activity. Activity scholarships based on need shall be available through PT units and/or fundraisers. In cases where a PT unit or other organization does not have sufficient funding for scholarships, the school district shall locate other resources to assure that a student may participate. Additionally, time payments for parents/guardians shall be arranged when needed.~~ **Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.**

(cf. 3260 - Fees and Charges)
(cf. 3452 - Student Activity Funds)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

Extra/cocurricular activities shall be supervised by district employees whenever they are conducted under the name of the district.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

~~The Superintendent or designee may revoke a student's eligibility for participation in extra/cocurricular activities when a student's poor citizenship is serious enough to warrant loss of this privilege.~~

~~*(cf. 5144 - Discipline)*~~

Eligibility Requirements

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to maintenance of a 2.0 grade point average on a 4.0 scale in all enrolled classes. (Education Code 35160.5)

(cf. 5121 - Grades/Evaluation of Student Achievement)

The Superintendent or designee may grant ineligible students a probationary period not to exceed one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

Any decision regarding the eligibility of any child in foster care or a child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES (continued)

accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

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

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

Annual Policy Review

The Board shall annually review this policy and implementing regulations.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49024 Activity Supervisor Clearance Certificate

49700-49704 Education of children of military families

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CDE LEGAL ADVISORIES

001-90 Access to School-Related Activities and Events by Disabled Students, LO: 3-0

409-87 Requirements for Pupil Participation in Extracurricular and Cocurricular activities, AB 2613, CIL: 86/87-11

WEB SITES

California Association of Directors of Activities: <http://www.cada1.org>

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

~~Extracurricular activities are those programs that have all of the following characteristics:~~

Definitions

For purposes of applying eligibility criteria for student participation, extracurricular and cocurricular activities shall be defined as follows: (Education Code 35160.5)

- 1.** Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit, do not take place during classroom time, **and have all of the following characteristics:**
 - ~~1~~ **a.** The program is supervised or financed by the school district.
 - ~~2~~ **b.** Students participating in the program represent the school district.
 - ~~3~~ **c.** Students exercise some degree of freedom in either the selection, planning or control of the program.
 - ~~4~~ **d.** The program includes both preparation for performance and performance before an audience or spectators.

~~Extracurricular activities are not part of the regular school curriculum, are not graded, do not offer credit and do not take place during classroom time. (Education Code 35160.5)~~

- 2.** Cocurricular activities are programs that may be associated with the curriculum in a regular classroom.

An activity is not an extracurricular or cocurricular activity if either of the following conditions applies: (Education Code 35160.5)

- 1.** It is a teacher-graded or required program or activity for a course which satisfies the entrance requirements for admission to the California State University or the University of California.

(cf. 6143 - Courses of Study)

- 2.** It is a program that has as its primary goal the improvement of academic or educational achievement of students.

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

~~The grade point average (GPA) used to determine eligibility shall be based on grades of the previous grading period during which the student attended class at least a majority of the time. (Education Code 35160.5)~~

Eligibility Requirements

~~In order to participate in extra/cocurricular activities, students in grades 6-8 must demonstrate satisfactory educational progress in meeting requirements for promotion.~~

The grade point average (GPA) used to determine eligibility **for extracurricular and cocurricular activities** shall be based on grades of the previous grading period during which the student attended class at least a majority of the time. **If a student was not in attendance for all, or a majority of, the grading period due to absences excused by the school for reasons such as serious illness or injury, approved travel, or work, the GPA used to determine eligibility shall be the grading period immediately prior to the excluded grading period(s).** (Education Code 35160.5)

(cf. 5113 - Absences and Excuses)

The Superintendent or designee may exempt from eligibility requirements extra/cocurricular activities or programs which are offered primarily for the student's academic or educational achievement.

Academic Standards for Participation:

To encourage and support academic excellence, the Board requires students in grades 6, 7 and 8 to maintain a 2.0 or "C" grade point average on a 4.0 scale in each trimester in order to participate in extra/cocurricular activities. If a student achieves less than a 2.0 GPA on a report card, there shall be a period of ineligibility until a trimester report card produces a GPA of 2.0 or above.

Behavioral Standards for Participation:

- A student may not receive a "U" in citizenship from two or more teachers.
- A suspension results in loss of eligibility for the duration of the trimester.
- A second suspension results in loss of eligibility for the remainder of the school year.
- Principals may place into effect additional conditions for participation.

The Board desires to balance the academic needs of students with the benefits they receive from participating in school activities. In implementing this policy, the Superintendent or designee shall help ineligible students regain eligibility.

(cf. 6164.5 - Student Study Teams)

EXTRACURRICULAR AND COCURRICULAR ACTIVITIES

Period of Ineligibility

When a student becomes ineligible to participate in extracurricular or cocurricular activities in the upcoming grading period, the principal or designee shall provide written notice to both the student and his/her parent/guardian. ~~when a student is ineligible.~~

Supervision

All extracurricular activities conducted under the name or auspices of a district school or any class or organization of the school, regardless of where the activities are held, shall be under the direct supervision of certificated employees. (5 CCR 5531)

Any noncertificated person working with students in a district-sponsored extracurricular student activity program shall possess an Activity Supervisor Clearance Certificate from the Commission on Teacher Credentialing or shall have cleared a Department of Justice and Federal Bureau of Investigation criminal background check prior to beginning his/her duties, in accordance with BP 4127/4227/4327 - Temporary Athletic Team Coaches. (Education Code 49024)

(cf. 1240 - Volunteer Assistance)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

(cf. 4212.5 - Criminal Record Check)

Regulation

approved: ~~September 28, 2000~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT

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Board Meeting of
September 27, 2012

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: September 27, 2012

SUBJECT: Revision to Board Policy 6174: Education for English Learners (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 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.

This board policy/administrative regulation revision more clearly delineates policy related to English learners with regards to waivers, reclassification/redesignation, and advisory committees. Old text is indicated by strike-through type and new language is bold.

Recommendation:

The Superintendent endorses the updates to Policy 6174 and recommends that the policy be approved for first reading, with further changes as indicated by the Board of Trustees.

EDUCATION FOR ENGLISH LEARNERS

The Board of Trustees intends to provide English language learners with a ~~challenging core curriculum and instruction~~ **challenging curriculum and instruction** that develops proficiency in English ~~speaking, reading and writing as effectively and efficiently as rapidly and effectively~~ as possible in order to assist students in ~~becoming productive members of our society accessing the full educational program and achieving the district's academic standards.~~

The District's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English proficient peers **in the regular course of study.**

~~To ensure that the District is using sound methods that effectively serve the needs of English learners, the Superintendent or designee shall annually examine program results, including reports of the students' academic achievement and their progress towards proficiency in English. The Superintendent shall ensure that schools compile data on programs for English language learners in order to help determine program effectiveness.~~

The Board of Trustees encourages staff to exchange information with **staff in** other districts and the county office of education about programs, options and strategies for English learners that succeed under various demographic conditions.

~~The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English learners and for their redesignation based on criteria adopted by the Board of Trustees and specified in administrative regulations.~~

(cf. 4112.22/4212.22 - Staff Teaching Students of Limited-English Proficiency)
~~*(cf. 6190 - Evaluation of the Instructional Program)*~~

The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English learners and for their redesignation based on criteria adopted by the Board of Trustees and specified in administrative regulations.

To evaluate program effectiveness, the Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

(cf. 6190 - Evaluation of the Instructional Program)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Type of Instruction

Students who are English language learners shall be educated through "**sheltered English immersion**" or "structured English immersion" during a temporary transition period not normally intended to exceed one year. ~~All~~ "**Nearly all**" of the classroom instruction in the District's structured English immersion program shall be in English, **but with the curriculum and presentation designed for students who are learning the language.** ~~However, "Nearly all" allows for~~ clarification, explanation, and support, as needed, ~~may be~~ in a student's primary language. (Education Code 305,306)

~~An English learner shall be transferred from a structured English immersion classroom to an English language mainstream classroom when the student has acquired a reasonable level of English proficiency as measured by a performance level of Intermediate, Early Advanced, or Advanced on the California English Language Development Test (CELDT). (Education Code 305; 5 CCR 11301)~~

When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state-designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)

An English language learner has acquired a "reasonable level of English proficiency" when he/she has a performance level score of Intermediate, Early Advanced, or Advanced on the California English Language Development Test (CELDT).

(cf. 6011 - Academic Standards)
(cf. 6162.5 - Student Assessment)
(cf. 6171 - Title I Programs)

~~Students with less than a reasonable level of English proficiency may be directly transferred from a structured English immersion classroom to an English language mainstream classroom upon a formal parent/guardian request. (5 CCR 11301)~~

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

Parental Exception Waivers

At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.

Parent/guardian requests for waivers from Education Code 305 **regarding placement in a sheltered English immersion program** shall be granted in accordance with law and administrative regulation.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

~~A waiver review team shall consist of the principal, educational staff, and a District assessment team representative. This review team shall consider all waiver requests made pursuant to Education Code 311 and shall submit a rationale of the decision regarding the waiver to the Superintendent. When determining whether or not to recommend the approval of the waiver request, the review team shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition. All such waiver requests shall be granted unless: (1) the review team determines that the program requested by the parent/guardian would not be better suited for the overall educational development of the student or, (2) the program requested by the parent/guardian is not offered at the school or District.~~

~~When evaluating a waiver request pursuant to Education Code 311(a) and other waiver requests for those students for whom standardized assessment data is not available, other equivalent assessment measures shall be used.~~

~~These equivalent measures may include Fountain Valley School District benchmark assessments, California State standards, data, and teacher evaluations.~~

~~If the parent request or parent waiver is granted, the student shall be allowed to transfer to another public school where the requested program is offered. (Education Code 310)~~

~~Students wishing to transfer shall be subject to the District's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.~~

~~(cf. 5116.1 Intradistrict Open Enrollment)~~

~~(cf. 5117 Interdistrict Attendance)~~

~~(cf. 5117.1 Interdistrict Attendance Agreements)~~

~~(cf. 5117.2 Alternative Interdistrict Attendance Program)~~

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision **in writing** to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

~~Instruction for English learners shall be designed to promote positive self concept and cross-cultural respect and understanding.~~

~~(cf. 6141.6 Multicultural Education)~~

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33308.5 CDE guidelines not binding

44253.5-44253.10 Certification for bilingual-cross-cultural competence

48985 Notices to parents in language other than English

51101 Rights of parents to information

51101.1 Rights for parents of English learners

~~*52015 Components of school improvement plan*~~

~~*52130-52136*~~***52135 Impacted languages act of 1984***

52160-52178 Bilingual Bicultural Act

~~*52164.6 Reclassification criteria*~~

~~*52169 Requirements for establishment of program*~~

~~*52171 Evaluations of student progress*~~

~~*52171.6 Annual report to legislature*~~

~~*52177 Administration of Article*~~

52180-52186 Bilingual teacher training assistance program

~~*54000-54041*~~ ***54028 Programs for disadvantaged children***

62000-62005.5 Evaluation and sunseting of programs

CODE OF REGULATIONS, TITLE 5

~~*4300-4320 Bilingual education program requirements*~~

~~*11300-11305 English language education for immigrant children*~~

4320 Determination of funding to support program to overcome the linguistic difficulties of English learners

11300-11316 English Language Learner Education

11510-11516 California English Language Development Test

UNITED STATES CODE, TITLE 20

1701-1705 Equal Educational Opportunities Act

6312 Local education agency plans

6801-6871 Title III, Language instruction for limited English proficient and immigrant students

COURT DECISIONS

~~*Valeria G. v. Wilson, C 98 2252 CAL (July, 1998)*~~

~~*Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989*~~

~~*Teresa P. et al v. Berkeley Unified School District et al. (1989) 724 F.Supp. 698*~~

Valeria G. v. Wilson, (9th Circuit) 2002 U.S. App. Lexis 20956

California Teachers Association et al. v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698

Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CDE LEGAL ADVISORIES

~~*0125.90 Procedures for requesting guidance from the US Department of Education*~~

~~*0515.89 Limited English Proficient Programs*~~

~~CSBA ADVISORIES~~

~~0812.98 Proposition 227 Advisory~~

~~WEB SITES~~

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

~~CSBA: <http://www.csba.org>~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Guidelines for Reclassification of English Learners, September 2002

***Accommodations for the California English Language Development Test, Revised
8/13/01***

WEB SITES

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

CSBA: <http://www.csba.org>

Instruction

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

~~Except as provided in Education Code 310 and 311, all students shall be taught in English. In particular, this shall require that all students be placed in English language classrooms. Students who are English learners shall be educated through structured English immersion during a temporary transition period not normally intended to exceed one year. (Education Code 305)~~

Definitions

~~The definitions of the terms used in Education code 300-34 are as follows:
(Education Code 306)~~

“English learner” means a ~~child~~ **student** who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as Limited English Proficiency or LEP child. (*Education Code 306*)

“English language classroom” means a classroom in which the language of instruction used by the teaching personnel is **overwhelmingly** the English language, and in which such teaching personnel possess a good knowledge of the English language. (*Education Code 306*)

~~1. “Structured English immersion” means an English language acquisition process for children in which all classroom instruction is in English, but with the curriculum and presentation designed for children who are learning the language.~~

~~2. “English language mainstream classroom” means a classroom in which the students either are native English language speakers or have already *have* acquired reasonable fluency in English. (Education Code 306)~~

Sheltered English immersion or structured English immersion means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

“Bilingual education/native language instruction” means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the child’s native language. (*Education Code 306*)

Identification, and Assessment and Placement

Upon enrollment, each student's primary language shall be determined **through use of a home language survey. (5 CCR 11307)**

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

Within 30 **calendar** days of their initial enrollment, students who are identified as having a primary language other than English ~~shall be assessed for English proficiency in comprehension, speaking, reading and writing. Students in grades K-2 shall be assessed only in comprehension and speaking,~~ **as determined by the home language survey, and for whom there is no record of results from an English language development test shall be assessed using the California English Language Development Test (CELDT). (5 CCR 11511)**

All students shall have sufficient time to complete the CELDT as provided in the directions for test administration. (5 CCR 11516)

~~Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (Education Code 52164.1, 62002; Code of Regulations; 5 CCR 4304)~~

Any student with a disability shall take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. (5 CCR 11516.5)

(cf. 6159 - Individualized Education Program)

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

The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days. (5 CCR 11511.5)

(cf. 5145.6 - Parental Notifications)

Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (former Education Code 52164.1, 62002)

~~The Superintendent or designee shall send a notification of the results of English proficiency assessments to all parents/guardians of students who are assessed, whether the student is designated fluent English proficient or limited English proficient. (Education Code 48985)~~

~~These notifications shall be written in English and in the student's primary language when possible. In addition, the notice shall be given orally at an agreed upon time between parent and teacher and when staff has reason to believe that a written notice would not be~~

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

~~understood. (Code of Regulations, Title 5, Section 4308)~~

~~Parents/guardians also shall be notified of the results of any reassessments. (Education Code 52164.3)~~

Before students are enrolled in a program for English learners, parents/guardians also shall receive information about the program and opportunities for parental involvement ~~as specified in law~~. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code 52173)

~~(cf. 5145.6—Parental Notifications)~~

Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (*Education Code 440; 20 USC 6312*)

- 1. The reason for the student's classification as English language learner**
- 2. The level of English proficiency**
- 3. A description of the program for English language development instruction, including a description of all of the following:**
 - a. The manner in which the program will meet the educational strengths and needs of the student**
 - b. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards**
 - c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools**
 - d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP**
- 4. Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program**
- 5. Information designed to assist a parent/guardian in selecting among available**

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

programs, if more than one program is offered

Parent/guardians also shall be notified of the results of any reassessments. (*Education Code 52164.3*)

Parental Exception Waivers

At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (*Education Code 310; 5 CCR 11309*)

A parent/guardian may request that the District waive the requirements of Education Code 305, **pertaining to the placement of a student in a structured English immersion program** if one of the following circumstances exists: (~~Education Code 310, 311~~)

Students who already know English: ~~The S~~**Students already who possesses** good English language skills, as measured by standardized tests of English vocabulary, comprehension, reading, and writing, in which the student scores ~~are~~ at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower. (*Education Code 311(a)*)

Older students: ~~Students are 10 years or older.~~ **The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills.** (*Education Code 311(b)*)

Students with special needs: ~~Students have been placed in an English language classroom for more than 30 days and have special needs.~~ **The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development.** (*Education Code 311(c)*)

The parent/guardian shall personally visit the school to apply for the waiver. (*Education Code 310*)

Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians: (*Education Code 310, 311; 5 CCR 11309*)

- 1. A full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational**

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)**program choices**

2. For a request for waiver pursuant to Education Code 311(c) for students with special needs, notification that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to Governing Board guidelines

Pursuant to Education Code 311(b) and 311(c), the principal and educational staff may recommend a waiver to a parent/guardian for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including *Education Code 310. (5 CCR 11309)*

When evaluating waiver requests pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include local assessments, local standards and teacher evaluations.

Parental exception waivers pursuant to Education Code 311(b) for students 10 years or older shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (*Education Code 311*)

Parental exception waivers pursuant to Education Code 311(c) for students with special needs shall be granted if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (*Education Code 311*)

The principal shall consider all waiver requests made pursuant to Education Code 311(c) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent or designee. When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition.

Each waiver shall be considered on its individual merits with great deference given to parental preference for student placement.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

The principal or designee shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c) for students with special needs shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)

All parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR [11309](#))

Individual schools in which 20 students or more of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the students to transfer to a public school in which such a class is offered. (Education Code [310](#))

Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.

(cf. [5116.1](#) - Intradistrict Open Enrollment)

(cf. [5117](#) - Interdistrict Attendance)

(cf. [5117.1](#) - Interdistrict Attendance Agreements)

(cf. [5117.2](#) - Alternative Interdistrict Attendance Program)

~~In the spring of each school year, parents/guardians shall be informed of the placement of their child, for the following school year, in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11303)~~

~~A child who does not have reasonable fluency may be re-enrolled in the structured English immersion classroom by parent approval.~~

~~The parent/guardian shall personally visit the school to apply for the waiver. (Education Code 310)~~

~~Upon request for an application for a "Parental Exception Waiver," the principal or designee shall provide to the parents/guardians a full written description of: (Education Code 310; 311; 5 CCR 11303)~~

~~1. The intent and content of the structured English immersion program.~~

~~2. All educational programs offered by the District and available to the student.~~

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

~~3. All educational opportunities offered by the District and available to the student.~~

~~4. The educational materials to be used in the different educational programs.~~

~~In addition, upon a request for a waiver, the principal or designee may provide to parents/guardians:~~

~~1. Educational program descriptions offered at each school.~~

~~2. Transfer criteria for students moving from a structured English immersion program to an English language mainstream classroom.~~

~~Upon request of the parent/guardian, a spoken explanation of items #1-4 above shall also be provided. (5 CCR 11303)~~

~~For a request for waiver pursuant to Education Code 311(c)(Children with Special Needs), parents/guardians shall also be informed that the student must be placed for a period of not less than 30 calendar days in an English language classroom and the Superintendent must approve the waiver pursuant to Board established guidelines. (5 CCR 11303)~~

~~The review team shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c)(Students with Special Needs) shall not be acted upon during the 30 day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30 day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11303)~~

~~In cases where a parental exception waiver *pursuant to Education Code 311(b) or (c)* is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and, if relevant, any procedures that exist to appeal the decision of the Board. *advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court.* (5 CCR 11303)~~

Redesignation

The District shall continue to provide additional and appropriate educational service to English learners for the purposes of overcoming language barriers until the English learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the District's average native English language speakers.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

2. Recouped any academic deficits which may have been incurred in other areas or the core curriculum as a result of language barriers.

English language learners shall be redesignated as fluent-English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English **and who are in the regular course of study**. ~~This proficiency shall be assessed by means of the following criteria:~~ (Education Code 52164.6)

- ~~1. Teacher evaluation of the student's English language proficiency and curriculum mastery.~~
- ~~2. Objective assessment of the student's English comprehension, speaking proficiency and writing skills.~~
- ~~3. Parental approval.~~
- ~~4. Objective data on the student's academic performance in English using standardized tests.~~

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

- 1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills**
- 2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions**
- 3. Parent/guardian opinion and consultation during a redesignation interview**

Parents/guardians shall receive notice and a description of the redesignation process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged.

- 5. Comparison of performance in basic skills, including performance on the English Language Arts section of the California Standards Test**
- 6. Objective data on the student's academic performance in English**

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

The Superintendent or designee shall provide subsequent monitoring and support of redesignated students **including but not limited to monitoring the performance of redesignated students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of redesignation, and ensuring correct classification and placement.**

The Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the District level when there are more than 50 English *language* learners *in the District* and at each school with more than 20 English *language* learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. **(5 CCR 11308)**

Parents/guardians of English learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176, ~~62002.5~~)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

- 1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners**
- 2. The districtwide needs assessment on a school-by-school basis**
- 3. Establishment of a district program, goals and objectives for programs and services for English learners**
- 4. Development of a plan to ensure compliance with applicable teacher or aide requirements**
- 5. Administration of the annual language census**
- 6. Review of and comment on the district's reclassification procedures**
- 7. Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316**

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

PARENTAL EXCEPTION WAIVER EDUCATION CODE 311(a):

CHILDREN WHO KNOW ENGLISH

Name: _____ Grade: _____

School: _____ Date of Birth: _____

Language Designation: _____

My child possesses good English language skills and for that reason I request a waiver of the school's Structured/Sheltered English language program. I understand that the objective for my child is to be taught English as rapidly and effectively as possible.

I have personally visited the school to apply for this waiver.

I have been provided a full written description of: the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

For School Use Only:

Child's English standardized test scores: Scores must be at or above the state average for the child's grade level or above the 5th grade average:

Waiver Granted/Denied: _____ Date: _____

Signature: _____

PARENTAL EXCEPTION WAIVER EDUCATION CODE 311(b):

CHILDREN AGE 10 OR OLDER

Name: _____ Grade: _____

School: _____ Date of Birth: _____

Language Designation: _____

My child is 10 years of age or older and I believe that an alternate course of study is better suited to my child's rapid acquisition of English. For that reason, I request a waiver of the school's Structured/Sheltered English language program. I understand that the objective for my child is to be taught English as rapidly and effectively as possible.

I have personally visited the school to apply for this waiver.

I have been provided a full written description of: the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____

Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

For School Use Only:

Waiver Granted/Denied: _____ Date: _____

Signature: _____

PARENTAL EXCEPTION WAIVER EDUCATION CODE 311(c):

CHILDREN WITH SPECIAL NEEDS

Name: _____ Grade: _____

School: _____ Date of Birth: _____

Language Designation: _____

I believe that my child has special needs and that an alternate course of study is better suited to his/her educational development. (Check all that apply and provide a brief statement)

☐ Educational Needs ☐ Physical Needs ☐ Emotional/Psychological Needs

Therefore, I request a waiver of the school's Structured/Sheltered English language program. I understand that the objective for my child is to be taught English as rapidly and effectively as possible. I have personally visited the school to apply for this waiver.

I understand that my child must be placed in an English language classroom for 30 calendar days and that this waiver will be considered by the Superintendent pursuant to Board-established guidelines.

I have been provided a full written description of: the intent and content of the structured English immersion program; any alternative courses of study offered by the district and made available to my child; all educational opportunities offered by the district and made available to my child; and the educational materials to be used in the different educational program choices.

I understand that I must request that this waiver be reconsidered annually, each school year.

Parent/Guardian Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

For School Use Only:

Waiver Granted/Denied: _____ Date: _____

Signature: _____

Board meeting of September 27, 2012

SO 2012-13/B13-7
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: Revisions to Board Bylaw 9321: Closed Session Purposes and Agendas
DATE: September 17, 2012

Background:

In the continued effort to maintain a set of current Board Policies, it is necessary to bring certain policies to the Board of Trustees for 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 Bylaw 9321: Closed Session Purposes and Agenda has been updated to reflect new Attorney General opinion which concludes that only three specified subjects related to real property negotiations may be considered in closed session. BB 9321 also includes board philosophical statement expressing commitment to transparency and compliance with open meeting laws, includes requirement to reconvene in open session to report decisions of closed session, and revises section on "Pending Litigation" to add definitions of "party" and "significant exposure to litigation."

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 Bylaw 9321: Closed Session Purposes and Agenda be approved for first reading, with necessary changes as indicated by the Board of Trustees.

/rl

CLOSED SESSION PURPOSES AND AGENDAS

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board of Trustees ~~may~~ **shall** hold closed sessions only for purposes ~~identified in~~ **authorized by law** and placed on ~~the meeting agenda in the manner required by law.~~ The Board may hold a closed session at any time during a regular or special meeting, **or emergency meeting in accordance with law.** ~~No closed session may be held during an emergency meeting of the Board.~~ (Government Code 54956.5, 54957.7, 54962, **54950-54963**)

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Board shall announce in open meeting the items to be discussed in closed session. No other matters shall be discussed in closed session. **After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1.** (Government Code 54957.7)

(cf. 9321.1 - Closed Session Actions and Reports)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

Personnel Matters

The Board may hold closed sessions to consider the appointment, employment, evaluation of performance, discipline or dismissal of an employee or to hear complaints or charges against an employee. These sessions shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2123 - Evaluation of the Superintendent)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

(cf. 4115 - Evaluation/Supervision)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4215 - Evaluation/Supervision)

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

(cf. 4315 - Evaluation/Supervision)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of his/her right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)

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

The Board may hold a closed session to discuss a district employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following meetings and executive sessions held for negotiation with represented employees shall not be subject to open meeting requirements: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a factfinder or arbitrator
4. Any executive (**closed**) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any

CLOSED SESSION PURPOSES AND AGENDAS (continued)

matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143 - Negotiations/Consultation)

(cf. 4143.1 - Public Notice - Personnel Negotiations)

The Board shall meet in closed session with the Board's negotiations representative to consider matters which have been placed in negotiation and to instruct the representative as to the Board's position on these matters. Such sessions shall be held before or during consultations and discussions with representatives of employee organizations and unrepresented employees. The Board also shall meet in closed session with a state conciliator or a mediator who has intervened in negotiations proceedings.

Closed sessions related to negotiations may include discussion of the district's available funds and funding priorities only insofar as these discussions relate to providing instructions to the district's designated representative. When the negotiations are with unrepresented employees, only salaries, salary schedules and compensation in the form of fringe benefits may be considered. (Government Code 54957.6)

For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6)

Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name of the district's designated representative attending the closed session and the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5) The designated representative(s) shall be announced before going into closed session. (Government Code 54957.6)

Matters Related to Students

The Board shall meet in closed session to consider a suspension, disciplinary action or any other action in connection with a student if a public hearing on the matter would violate

CLOSED SESSION PURPOSES AND AGENDAS (continued)

student privacy rights. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. **Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled.**

(Education Code 35146, 48918, ~~49073~~, 49076)

~~(cf. 5117 - Interdistrict Attendance)~~

~~(cf. 5119 - Students Expelled from Other Districts)~~

~~(cf. 5125.3 - Challenging Student Records)~~

~~(cf. 5144 - Discipline)~~

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

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

The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

~~(cf. 5117 - Interdistrict Attendance)~~

~~(cf. 5119 - Students Expelled from Other Districts)~~

~~(cf. 5125.3 - Challenging Student Records)~~

~~(cf. 5144 - Discipline)~~

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Attorney General, district attorney, sheriff or chief of police or their respective deputies, **or a security consultant or a security operations manager**, on matters posing a threat to the security of public buildings; **to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service**; or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, **or name of applicable agency representative and title**, with whom the Board will consult. (Government Code 54954.5)

Conference with Real Property Negotiator

The Board shall meet in closed session with the Board's real property negotiator prior to the purchase, sale, exchange or lease of real property in order to give its negotiator the authority to settle the price and terms of the property on behalf of the district. Agenda items related to real property negotiations shall specify the district negotiator attending the closed session.

Before holding the closed session, the Board shall at a public meeting identify the property under negotiation and specify the person(s) with whom the negotiator may negotiate. Before entering closed session, the board shall identify its property negotiator. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the Board shall hold a closed session to confer with **or receive advice from** its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the ~~Board's~~ **district's** position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer or arbitrator. **(Government Code 54956.9)**

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Litigation shall be considered pending when any of the following circumstances exist:

1. Litigation to which the Board is a party has been initiated formally. (Government Code 54956.9(a))
2. Based on existing facts and circumstances and the advice of legal counsel, the Board is meeting only to decide whether there is a significant exposure to litigation against the district and a closed session is therefore authorized or the Board has already determined that there is significant exposure to litigation against the district (Government Code 54956.9(b))
3. ~~Pursuant to Government Code 54956.9(c), the Board has decided to initiate or is deciding whether to initiate litigation~~

"Existing facts and circumstances" authorizing a closed session pursuant to Government Code 54956.9(b) as described in #2 above are limited to the following:

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiffs and which do not need to be disclosed
2. Facts and circumstances such as accidents, disasters, incidents or transactional occurrences which might result in litigation, which are already known to potential plaintiffs and which must be publicly disclosed before the closed session or specified on the agenda
3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the District)

4. A threat of litigation made by a person in an open meeting and related to a matter for which the Board has responsibility
5. A threat of litigation made by a person outside of an open meeting and related to a matter for which the Board has responsibility, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection

CLOSED SESSION PURPOSES AND AGENDAS (continued)

The above record does not need to identify an alleged victim or perpetrator of tortious sexual conduct or a victim or alleged victim of child abuse unless this identity has already been made public. (Government Code 54956.9, 54961)

6. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

Before holding a closed session pursuant to this section, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on subdivision (a), the Board shall either identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)

"Existing litigation" items shall either specify the claimant's name, names of parties and case or claim number or shall state that disclosure would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. (Government Code 54954.5)

The agenda or an oral statement before the closed session may also be required to provide information about the following: (Government Code 54954.5, 54956.9)

1. Facts and circumstances known to a potential plaintiff that might result in litigation against the district
2. The receipt of a claim or other written threat of litigation which is available for public inspection
3. A threat of litigation made by a person in an open public meeting

CLOSED SESSION PURPOSES AND AGENDAS (continued)

4. Threats of litigation about which an employee has made a record which is available for public inspection

JPA/Self-Insurance Liability Claims

The Board shall meet in closed session to discuss a claim against a joint powers authority or self-insurance authority of which it is a member, for the payment of tort liability losses, public liability losses or workers' compensation liability.

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3320 - Claims and Actions Against the District)

(cf. 3530 - Risk Management/Insurance)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from Bureau of State Audits

Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code

CLOSED SESSION PURPOSES AND AGENDAS (continued)

54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

Review of Assessment Instruments

The Board shall meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review.

(cf. 6162.5 - Student Assessment)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that the Education Code requires closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Legal Reference:

EDUCATION CODE

35145 *Public meetings*

35146 *Closed session (re student suspension)*

48918 *Rules governing expulsion procedures; hearings and notice*

49073 *Release of directory information*

49076 *Access to records by persons without written parental consent (re invasion of privacy)*

60617 *Meetings of Board of Trustees*

GOVERNMENT CODE

3540-3549.3 *Educational Employment Relations Act*

6250-6268 *California Public Records Act*

54950-54962 *The Ralph M. Brown Act, especially:*

54952.6 *Action taken, definition*

54954.2 *Agenda; posting*

54954.5 *Closed session item descriptions*

54956.8 *Closed session with negotiator regarding real property*

54956.9 *Closed session with legal counsel regarding pending legislation*

54956.95 *Closed sessions; insurance pooling*

54957 *Closed session; personnel and security matters*

54957.1 *Closed sessions; public report of action taken*

54957.2 *Taking of minutes at closed sessions; clerk; minute book*

54957.6 *Closed session; representatives to employee organization(s)*

54957.7 *Disclosure of items to be discussed in closed session*

54961 *Prohibitions*

54962 *Closed session prohibited*

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App.
2d 41, 69 Cal. Rptr. 480
Roberts v. City of Palmdale (1993) 5 Cal.4th 363
59 *Ops. Cal. Atty. Gen.* 532 (1976)
78 *Ops. Cal. Atty. Gen.* 218 (1995)

Bylaw
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/12-13 - 15

M E M O R A N D U M

TO: Stephen L. McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director of Fiscal Services
SUBJECT: **Public Disclosure of Collective Bargaining Agreement between FVSD and CSEA Chapter #358**
DATE: September 21, 2012

UPDATE: The content below was presented to the Board of Trustees at the July 2012 Board Meeting. As of August 28th, 2012 an agreement has been reached between the CSEA #358 bargaining team and FVSD in updating the Public Disclosure of Collective Bargaining Agreement between FVSD and CSEA Chapter #358 to include specific contingency language. It is therefore recommended that Board of Trustees approves the attached updated Public Disclosure of Collective Bargaining Agreement between Fountain Valley School District and CSEA Chapter #358 for the 2012-13 school year.

BACKGROUND:

During the past several months, members of CSEA #358 bargaining team and FVSD bargaining team have met on several occasions to discuss the impact of the State's budget crisis on the Fountain Valley School District and the need to reduce expenditures for the upcoming year as well as proposed changes in contract language. The District and CSEA reached a tentative agreement on June 15, 2012. The tentative agreement was ratified by CSEA on June 26, 2012. The agreement includes a five (5) day reduction in the work year for all employees, along with corresponding loss of salary. The language specifies which days will be taken off as furlough days as well as language to reopen negotiations at the start of the 2012-2013 School Year to develop contingency language related to the Schools and Local Public Safety Protection Act. The agreement also includes language changes related to Health and Welfare Benefits and Voluntary Early Retirement Benefits to address the change last year to CalPERS medical benefits and align the contract language with the new policy and procedures associated with CalPERS.

Attached is the Public Disclosure of Collective Bargaining Agreement, in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449, for the agreement between CSEA Chapter #358 and the FVSD for the 2012-13 school year.

RECOMMENDATION:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement for the agreement between Fountain Valley School District and CSEA Chapter #358 for the 2012-13 school year.

**Orange County Department of Education
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Fountain Valley Elementary School District - California School Employees

School District - Bargaining Unit: Association, Chapter 358 (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2012 (date) and ending: June 30, 2014 (date)

The Governing Board will act upon this agreement on: July 12, 2012 (date)

A. Proposed Change in Compensation

Compensation	Annual Cost Prior to Proposed Agreement FY 2011/12	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2012/13	Year 2 Increase/(Decrease) FY 2013/14	Year 3 Increase/(Decrease) FY 2014/15
1 Salary Schedule Increase (Decrease)	\$ 8,473,152.00	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
2 Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ 61,292	\$ 31,087	\$ 7,635
		0.00%	0.00%	12.46%
3 Other Compensation - Increase (Decrease) (Stipends, Bonuses, Longevity, Overtime, etc.)	\$ -	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
Description of other compensation				
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,951,371	\$ 13,596	\$ 6,896	\$ 1,694
5 Health/Welfare Plans	\$ 685,670			
		0.00%	0.00%	0.00%
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 11,110,193	\$ 74,888.00	\$ 37,983.00	\$ 9,329.00
7 Total Number of Represented Employees (Use FTEs if appropriate)	377.00	0	0	0
8 Total Compensation Average Cost per Employee	\$ 29,470	\$ -	\$ -	\$ -
		0.00%		

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?
No increase.
10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)
None.
11. Please include comments and explanations as necessary.
None.
12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐
If yes, please describe the cap amount. The cap is \$8,000 per employee.
- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)
None.
- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)
4 instructional days and 1 non-student day.

D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

1) If the Schools and Local Public Safety Act passes in the November 2012 there will be no need for additional furlough days for the 2012-2013 school year. 2) If the School and Local Public Safety Act does not pass in the November 2012 election the Fountain Valley School District will receive an \$441 decrease in per student funding for the 2012-2013 school year which is equivalent to twelve (12) furlough days. 3) The District and CSEA agree to take an additional ten (10) furlough days over the course of the 2012-2013 and 2013-2014 school years. Five additional furlough days will be taken in 2012-2013 for a total of 10 furlough days for the 2012-2013 school year. Five days will be taken in 2013-2014. 4) Contingency language regarding Restoration/Continuation is as follows: Should the per student reduction be less than the \$441, each \$36 reduction in per student funding will result in one (1) less furlough day. Furlough days will be restored in the 2013-2014 school year first, for a maximum of five (5) furlough days. Any remaining days to be restored will be reinstated in the 2012-2013 school year. Should the per student reduction exceed the \$441 in the 2012-2013 school year CSEA and the District agree to reopen negotiations. If the \$441 reduction continues in the 2013-2014 school year CSEA and the District agree to reopen negotiations to discuss the need for further reductions. The Base Revenue Limit (per student funding) for the 2012-2013 school year is currently \$4970.

E. Will this agreement create, increase or decrease deficit financing in the current or subsequent year(s)?

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so. The negotiated furlough days will decrease classified salaries and in turn mitigate deficit spending.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None.

G. Source of Funding for Proposed Agreement

1. Current Year

N/A

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of _06_/30/2012/_/_)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 30,173,053	\$ -	\$ -	\$ 30,173,053
Remaining Revenues (8100-8799)	\$ 4,722,571	\$ -	\$ -	\$ 4,722,571
TOTAL REVENUES	\$ 34,895,624	\$ -	\$ -	\$ 34,895,624
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 17,868,621	\$ -	\$ -	\$ 17,868,621
Classified Salaries (2000-2999)	\$ 4,658,846	\$ -	\$ -	\$ 4,658,846
Employee Benefits (3000-3999)	\$ 6,368,606	\$ -	\$ -	\$ 6,368,606
Books and Supplies (4000-4999)	\$ 740,314	\$ -	\$ -	\$ 740,314
Services, Other Operating Expenses (5000-5999)	\$ 1,644,193	\$ -	\$ -	\$ 1,644,193
Capital Outlay (6000-6599)	\$ 7,847	\$ -	\$ -	\$ 7,847
Other Outgo (7100-7299) (7400-7499)	\$ 2,836	\$ -	\$ -	\$ 2,836
Direct Support/Indirect Cost (7300-7399)	\$ (211,556)	\$ -	\$ -	\$ (211,556)
Other Adjustments				
TOTAL EXPENDITURES	\$ 31,079,707	\$ -	\$ -	\$ 31,079,707
OPERATING SURPLUS (DEFICIT)	\$ 3,815,917	\$	\$	\$ 3,815,917
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,032,245	\$	\$	\$ 2,032,245
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (6,314,304)	\$	\$	\$ (6,314,304)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (466,142)	*	\$	\$ (466,142)
BEGINNING BALANCE	\$ 2,651,351			\$ 2,651,351
Prior-Year Adjustments/Restatements (9793/9795)	\$			\$
CURRENT-YEAR ENDING BALANCE	\$ 2,185,209	\$ -	\$ -	\$ 2,185,209
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 254,918	\$ -	\$ -	\$ 254,918
Reserve for Economic Uncertainties (9789)	\$ 1,421,510	\$ -	\$ -	\$ 1,421,510
Unassigned/Unappropriated (9790)	\$ 373,781	\$ -	\$ -	\$ 373,781

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: California School Employees Association, Chapter 358 (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 785,951	\$ -	\$ -	\$ 785,951
Remaining Revenues (8100-8799)	\$ 9,061,954	\$ -	\$ -	\$ 9,061,954
TOTAL REVENUES	\$ 9,847,905	\$ -	\$ -	\$ 9,847,905
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 5,300,042	\$ -	\$ -	\$ 5,300,042
Classified Salaries (2000-2999)	\$ 4,599,682	\$ -	\$ -	\$ 4,599,682
Employee Benefits (3000-3999)	\$ 2,505,941	\$ -	\$ -	\$ 2,505,941
Books and Supplies (4000-4999)	\$ 915,898	\$ -	\$ -	\$ 915,898
Services, Other Operating Expenses (5000-5999)	\$ 2,499,228	\$ -	\$ -	\$ 2,499,228
Capital Outlay (6000-6599)	\$ 132,327	\$ -	\$ -	\$ 132,327
Other Outgo (7100-7299) (7400-7499)	\$ 253,759	\$ -	\$ -	\$ 253,759
Direct Support/Indirect Cost (7300-7399)	\$ 97,074	\$ -	\$ -	\$ 97,074
Other Adjustments				
TOTAL EXPENDITURES	\$ 16,303,951	\$	\$	\$ 16,303,951
OPERATING SURPLUS (DEFICIT)	\$ (6,456,046)	\$	\$	\$ (6,456,046)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$	\$	\$	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,314,304	\$	\$	\$ 6,314,304
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (141,742)	\$ *	\$	\$ (141,742)
BEGINNING BALANCE	\$ 1,460,237			\$ -
Prior-Year Adjustments/Restatements (9793/9795)	\$			\$
CURRENT-YEAR ENDING BALANCE	\$ 1,318,495	\$	\$	\$ (141,742)
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 1,318,495	\$ -	\$ -	\$ 1,318,495
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties (9789)	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of _06_/30/2012/_/_)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 30,959,004	\$ -	\$ -	\$ 30,959,004
Remaining Revenues (8100-8799)	\$ 13,784,525	\$ -	\$ -	\$ 13,784,525
TOTAL REVENUES	\$ 44,743,529	\$ -	\$ -	\$ 44,743,529
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 23,168,663	\$ -	\$ -	\$ 23,168,663
Classified Salaries (2000-2999)	\$ 9,258,528	\$ -	\$ -	\$ 9,258,528
Employee Benefits (3000-3999)	\$ 8,874,547	\$ -	\$ -	\$ 8,874,547
Books and Supplies (4000-4999)	\$ 1,656,212	\$ -	\$ -	\$ 1,656,212
Services, Other Operating Expenses (5000-5999)	\$ 4,143,421	\$ -	\$ -	\$ 4,143,421
Capital Outlay (6000-6599)	\$ 140,174	\$ -	\$ -	\$ 140,174
Other Outgo (7100-7299) (7400-7499)	\$ 256,595	\$ -	\$ -	\$ 256,595
Direct Support/Indirect Cost (7300-7399)	\$ (114,482)	\$ -	\$ -	\$ (114,482)
Other Adjustments				
TOTAL EXPENDITURES	\$ 47,383,658	\$ -	\$ -	\$ 47,383,658
OPERATING SURPLUS (DEFICIT)	\$ (2,640,129)	\$ -	\$ -	\$ (2,640,129)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,032,245	\$	\$	\$ 2,032,245
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$	\$	\$	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (607,884)	\$ -	\$ -	\$ (607,884)
BEGINNING BALANCE	\$ 4,111,588			\$ 2,651,351
Prior-Year Adjustments/Restatements (9793/9795)	\$			\$
CURRENT-YEAR ENDING BALANCE	\$ 3,503,704	\$	\$	\$ 2,043,467
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 1,318,495	\$ -	\$ -	\$ 1,318,495
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 254,918	\$ -	\$ -	\$ 254,918
Reserve for Economic Uncertainties (9789)	\$ 1,421,510	\$ -	\$ -	\$ 1,421,510
Unassigned/Unappropriated (9790)	\$ 373,781	\$ -	\$ -	\$ 373,781

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **California School Employees Association, Chapter 358 (CSEA)**

	2011-12	2012-13	2013-14
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 30,959,004	\$ 31,106,105	\$ 31,875,150
Remaining Revenues (8100-8799)	\$ 13,784,525	\$ 13,392,288	\$ 13,442,476
TOTAL REVENUES	\$ 44,743,529	\$ 44,498,393	\$ 45,317,626
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 23,168,663	\$ 22,388,557	\$ 22,808,852
Classified Salaries (2000-2999)	\$ 9,258,528	\$ 8,962,158	\$ 8,993,245
Employee Benefits (3000-3999)	\$ 8,874,547	\$ 8,586,329	\$ 8,749,632
Books and Supplies (4000-4999)	\$ 1,656,212	\$ 1,394,022	\$ 1,394,022
Services, Other Operating Expenses (5000-5999)	\$ 4,143,421	\$ 3,691,939	\$ 3,598,522
Capital Outlay (6000-6999)	\$ 140,174	\$ 75,117	\$ 75,117
Other Outgo (7100-7299) (7400-7499)	\$ 256,595	\$ 228,039	\$ 217,497
Direct Support/Indirect Cost (7300-7399)	\$ (114,482)	\$ (116,292)	\$ (116,292)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 47,383,658	\$ 45,209,869	\$ 45,720,595
OPERATING SURPLUS (DEFICIT)	\$ (2,640,129)	\$ (711,476)	\$ (402,969)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,032,245	\$ 2,309,701	\$ 2,237,481
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (607,884)	\$ (711,476)	\$ (402,969)
BEGINNING BALANCE	\$ 2,651,351	\$ 3,503,704	\$ 2,792,228
CURRENT-YEAR ENDING BALANCE	\$ 2,043,467	\$ 2,792,228	\$ 2,389,259
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 1,318,495	\$ 935,303	\$ 559,337
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 254,918	\$ 180,669	\$ 178,468
Reserve for Economic Uncertainties (9789)	\$ 1,421,510	\$ 1,356,296	\$ 1,371,618
Unassigned/Unappropriated (9790)	\$ 373,781	\$ 184,960	\$ 163,997

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 47,383,658	\$ 45,209,869	\$ 45,720,595
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 1,421,510	\$ 1,356,296	\$ 1,371,618

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,421,510	\$ 1,356,296	\$ 1,371,618
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 373,781	\$ 184,960	\$ 163,997
c.	Special Reserve Fund (Fund 17) Budgeted Reserve for Economic Uncertainties (9789)	\$	\$	\$
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$	\$	\$
g.	Total Available Reserves	\$ 1,795,291	\$ 1,541,256	\$ 1,535,615
h.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2011-12	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2012-13	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: N/A

6. Please include any additional comments and explanations of Page 4 as necessary:

None.

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the _____ Fountain Valley _____ School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the _____ CSEA _____ Bargaining Unit, during the term of the agreement from July 01, 2012 _____ to June 30, 2014 _____.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:	Budget Adjustment Increase (Decrease)
Revenues/Other Financing Sources	
Expenditures/Other Financing Uses	-
Ending Balance Increase (Decrease)	-

N/A ☒ (No budget revisions necessary)

District Superintendent
 (Signature)

Date

Chief Business Officer
 (Signature)

Date

FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DIVISION

MEMORANDUM

To: Dr. Marc Ecker, Superintendent

From: Cathie Abdel, Assistant Superintendent, Personnel

Re: Tentative Agreement between CSEA Chapter #358 and FVSD

Date: September 17, 2012

BACKGROUND

At the end of August, CSEA and FVSD reopened negotiations for the 2012-2013 school year to address contingency language related to the Schools and Local Public Safety Protection Act as well as reductions in assignments, life insurance for part-time employees and language related to the removal of disciplinary documents from personnel files. CSEA and FVSD reached a tentative agreement on August 28, 2012 and CSEA ratified the agreement on Wednesday, September 12, 2012.

RECOMMENDATION

It is recommended that the Board of Trustees approve this tentative agreement dated August 28, 2012.

Tentative Agreement Between
Fountain Valley School District and
California School Employees Association Chapter #358
July 1, 2012 – June 30, 2014

August 28, 2012

The Fountain Valley School District and CSEA Chapter #358 agree to the following:

1. Contingency language for the 2012-2013 and 2013-2014 school years based upon the Schools and Local Public Safety Protection Act - November 2012 election.
 - If the Schools and Local Public Safety Protection Act passes in the November 2012 election there will be no need for additional furlough days for the 2012-2013 school year.
 - If the Schools and Local Public Safety Protection Act does not pass in the November 2012 election the Fountain Valley School District will receive a \$441.00 decrease in per student funding for the 2012-2013 school year which is equivalent to twelve (12) furlough days.
 - The District and CSEA agree to take an additional ten (10) furlough days over the course of the 2012-2013 and 2013-2014 school years.
 - A. 2012-2013 School Year
 - Five (5) additional days will be taken in 2012-2013 for a total of 10 furlough days for the 2012-2013 school year.
 - B. 2013-2014 School Year
 - Five (5) days will be taken in 2013-2014.
 - C. Contingency language regarding Restoration/Continuation
 - Should the per student reduction be less than the \$441.00, each \$36.00 reduction in per student funding will result in the restoration of one (1) furlough day. Furlough days will be restored in the 2013 -2014 school year first, for a maximum of five (5) days. Any remaining days to be restored will be reinstated in 2012-2013 school year.
 - Should the per student reduction exceed the \$441.00 in the 2012-2013 school year CSEA and the District agree to reopen negotiations.
 - If the \$441.00 per student reduction continues in the 2013-2014 school year the District and CSEA agree to reopen negotiations to discuss the need for further reductions.
 - The Base Revenue Limit (per student funding) for the 2012-2013 school year is currently \$4970.00.
2. The term for the furlough day agreement is for the 2012-2013 and 2013-2014 school years only and shall expire on June 30, 2014.

8/30/12
McHw
CSM
8/30/12

3. CSEA and the Fountain Valley School District agree to the following reductions in assigned time:

- Instrumental Music Instructor (Moiola) 20 hours per week reduced to 16 hours per week
 - Vocal Music Instructor (Moiola) 20 hours per week reduced to 15 hours per week
 - ESP Aide (Cox) 16 hours per week to 14 hours per week
 - ESP Aide (Oka) 17 hours per week reduced to 14 hours per week
 - ESP Instructor (Gisler) 17.25 hours per week to 14.5 hours per week
 - ESP Instructor (Oka) 23 hours per week reduced to 17 hours per week
- *Reductions in hours will become effective five (5) days after ratification by membership.**
- Bilingual Testing Technician (District Office) 35 hours per week reduced to 24 hours per week
- *Reduction in hours will become effective on November 1, 2012.**

4. Article 8: Terms and Conditions of Employment will read as follows:

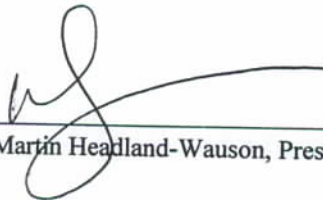
8.1.3.2 The District shall provide eligible employees and their dependents the choice of health benefit plans in effect each January 1, including any increased benefits as may be dictated by law. Full-time employees working thirty (30) hours or more per week are eligible for a District's contribution of \$8000.00, or the full amount of the District's cap, for health benefit plans and life insurance. Permanent, part-time employees working a minimum of twenty (20) hours but less than thirty (30) hours per week are eligible for the District's contribution of \$4000.00, or one-half of the amount of the District's cap, for health benefits (medical, dental and vision). *All part-time employees working less than 30 hours per week are eligible for a life insurance benefit of \$5000.00 effective January 1, 2013.*

8.5.4.5 The employee may request a review of any job-related statements and may request removal of any statements on file longer than two years. *Upon review of an employee's personnel record, disciplinary documents more than two years old will be removed from the employee's file.*

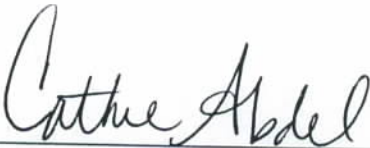
5. Article XVIII: Term of the Agreement

This agreement shall remain in full force and effective beginning July 1, 2012 and ending June 30, 2014 and thereafter shall continue in effect year by year unless one (1) of the parties notifies the other, in writing by March 1, of its request to modify, amend or terminate this agreement.

Executed this 28th day of August, 2012.



Martin Headland-Wauson, President CSEA #358



Cathie Abdel, Assistant Superintendent, Personnel

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

August 23, 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
Jimmy Templin	Member
Judith Edwards	Member

Mr. Collins noted an addendum to the agenda with additions to Item 13B Personnel as follows:

AGENDA APPROVAL

13B. Personnel

- 1.9 Executive Director, Personnel requests approval of employment of Inger Kent in the position of assistant principal at Fulton Middle School for the 2012-13 school year, salary range CEA/15/A.

Motion: Mrs. Edwards moved to approve the meeting agenda with the addition to Item 13B Personnel.

Second: Mr. Templin

Vote: 5-0

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

PUBLIC COMMENTS

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

CLOSED SESSION

- Personnel Matters: *Government Code 54957 and 54957.1*

Appointment/Assignment/Promotion of employees; employee discipline/dismissal/release; evaluation of employee performance; complaints/charges against an employee; other personnel matters.

- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Mrs. Cathie Abdel.

The public portion of the meeting resumed at 7:04pm.
Mrs. Edwards led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Mr. Collins introduced Mrs. Inger Kent, newly appointed assistant principal for Fulton Middle School for 2012-13.

PUBLIC HEARING

A public hearing was held for the purpose of receiving public comment on the Capital Facilities Account Fund/Developer Fees. Public input was welcomed. There were no requests to address the board and the hearing was closed.

CAPITAL FACILITIES
ACCOUNT
FUND/DEVELOPER FEES

STUDY SESSION

Mr. McMahon walked the board through the history of Fund 40 including the ending balances over the last 10 years. He noted that initially the ending balance was made up of property sales. With the securing of a COP for the district, there was the setting aside of monies in Fund 40 to cover this. This amount set aside for the repayment of the COP has been somewhat consistent since it was secured in 2006, slowly decreasing. He explained the major property sales funding Fund 40 including Lighthouse Lane, FV Elementary, McDowell Elementary, Lamb Elementary and Wardlow Elementary, and Nieblas Elementary, totaling \$70 million. Expenditures from Fund 40 include \$26.2 million toward modernizations, \$7.7 million to the District Office building, including the preparation of those offices in the building that the district leases, and transfers to the General Fund to avoid reductions and layoffs totaling \$17.5 million. The total expenditures account for approximately \$57 million. The reserve for the COP debt is \$10 million. General Fund support will exhaust the remainder of Fund 40 at the present rate by 2014, \$7.8 million. \$35 million will remain in 2014 from the sale of Lamb and Wardlow. He noted that previously the concept was to create an endowment to support ongoing programs where funds are invested and only the interest is spent, allowing the principal

FUND 40 STUDY
SESSION

to be preserved for future generations. He noted that formal board action is necessary to preserve these funds if this continues to be the intent.

Mr. Collins noted that some experts are saying that next year will be the bottom concerning the economy in California, although Mr. McMahon noted that this has been the rumor for several years now.

Mrs. Crandall noted that concept of creating an endowment and asked Mr. McMahon about SAM (School Asset Management) and its intent. Dr. Ecker noted that Dr. Ingram thought up the idea in the 1980's to create a non-profit benefit corporation to keep the money separate from the General Fund for investments allowed under the law. This was SAM. There was a board that oversaw SAM and the thought was that monies invested could be protected and invested in order to establish an alternative revenue source for the district. There was a series of properties at the time, closed prior to SAM's creation that the district decided to sell including Harper, Bushard, Fountain Valley and Lighthouse Lane. Changes in legislation restricted the benefits that the district received from SAM and the decision was made not so long ago to dissolve SAM. Dr. Ecker noted that despite the changes in the economy, the district did score one major win in its agreement with the State Allocation Board for a waiver for four of the properties sold which allows the district to use the money in unrestricted means, similar to the General Fund. This is something that is not currently available to districts as the funds from property sales can only go to facility improvements. Dr. Ecker noted that the board does still have this provision.

Mrs. Crandall noted her understanding that Fund 40 in the past acted as an internal bank for the district in that the district took monies out and borrowed against the fund. She asked if these monies had needed to be borrowed from another place, had Fund 40 not been there, where would the district have gone to borrow this money and what would be the estimated rate of interest. Mr. McMahon explained that if the money had not been there, the district would have been forced to make \$17 million more in cuts, something very painful. He also noted that the district has had to temporarily borrow from Fund 40 as the State currently only disperses 75% of our allocation, forcing us to borrow from ourselves. With interest rates at 2-2.5%, there would be \$250,000 to \$300,000 additional costs each year to borrowing \$10 million if Fund 40 did not exist. Mrs. Crandall noted that our ESP program borrowed \$128,000 for whatever reason, and this amount was repaid. She asked if there is any vision to repay the money borrowed from Fund 40. Mr. McMahon explained that to repay this would mean that the district would have a surplus of

funds in a given year, something that the district has not seen for quite some time. The expenses would need to be less than the revenues in order to have money to put into the reserves.

Mrs. Edwards noted that as she was here when Fund 40 was established and the board moved out of SAM, she explained that the intent was also to invest in a ladder portfolio and to only use the interest for programs, wanting to build something for the future with the portfolio. She explained though that in facing the budget crisis, the board did see the need to borrow from Fund 40 to save programs and staff that they felt were integral to the education of our students. She explained that this was not done by anyone who served on the board with anything but a heavy heart, noting that we were grateful that we did not have to cut as many people or programs because of Fund 40.

Dr. Ecker noted that over 4 years the district still had to cut over \$7 million. He noted the loss of several programs, including teachers on special assignments, nurses at every site, reading clinicians, library hours, cuts to our technology staff, staff trainings, and contributions to technology funds to name a few.

Mrs. Crandall noted the concern that when the consideration for the purchase of the District Office building and the Maintenance facilities came about, were there other ideas explored like combining with governmental agencies. Mrs. Edwards noted that the board did look at a JPA with other districts for a maintenance facility, although they were not able to come to an agreement over the location or financial contributions. Mrs. Edwards asked Mr. McMahon if the rental agreement for the Maintenance facilities on Mt. Hermann changed since it was originally signed, noting her understanding that it was a 99-year lease when we initially considered it. McMahon explained that we have two back to back 20-year leases. She asked if the rent has changed since it was initially entered into. Mr. McMahon explained that the rent was initially based on 9% of the assessed valuation, and so when the assessed valuation changes, so does our rent. Mrs. Edwards explained that at the time that facility was leased, all of the buying for the district was done in bulk and distributed from Maintenance, causing it to have a different function at the time.

Dr. Ecker noted that the district was looking for a new maintenance facility due to the selling of our old maintenance property. The district had an approved tentative tract map on the Lighthouse Lane property, something very enticing to builders. At the time the district was negotiating with Olson and was offered a very good price on the property based on having this approved tract map. There was a timeline in place to allow the district to move the facilities off of the property in enough time to still allow the tentative tract maps to be used. The district was

working with two other boards in forming a JPA and nothing panned out in time for this timeline. Regarding another property on Mt. Hermann where the City has its yard, the district was optimistic to work out a joint agreement with the City, although it also did not work out. Next door, where the current facilities exist, the Mormon Church owned a property that, although they were not willing to sell, was willing to lease to the district with a 20 year lease with an option to purchase or renew, and resulting in two 20 year leases. The Maintenance facility at Lighthouse Lane was in bad shape and if the district had decided at the time not sell, would have had to spend quite a bit of money to repair the facility to continue to operation Maintenance there. Trying to find a Maintenance facility is not an easy task. Mr. Collins noted that many comment that if the district has an empty site, why not use it for Maintenance, but he explained that the neighbors would fight the district tooth and nail to prevent such a thing. He noted that he thought it was a good decision to lease on Mt. Hermann. Mrs. Crandall thanked everyone for providing this information and history. Dr. Ecker noted that the goal all along has been to purchase the Mt. Hermann property and that is still the intent. Mr. Collins noted that four years ago in joining the board, he recalled listening to Mrs. Edwards and Mrs. Allcorn and the board at the time make those difficult cuts and then it went further as the district got to bare bones. He noted that we are unique as a district with the possibilities of Fund 40. He commended the fiscal conservatives involved in Fund 40. He thanked Mr. MaMahon for the information.

STAFF REPORTS AND PRESENTATIONS

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 was included for Board information in the attached in addition to a copy of the revised Administrative Regulation.

REVISIONS TO
ADMINISTRATIVE
REGULATION 5144.2
SUSPENSION AND
EXPULSION/DUE
PROCESS (STUDENTS
WITH DISABILITIES)
(WRITTEN ONLY)

BOARD REPORTS AND COMMUNICATIONS

Mrs. Allcorn visited the district's summer school program, noting that it was great. She also attended the bond committee's first meeting as well as the kick-off of the management retreat including a presentation by ACSA's interim executive director.

BOARD REPORTS AND
COMMUNICATIONS

She noted as well that it is good to be back at school.

Mr. Edwards enjoyed a visit to summer as well and noted how wonderful it is that Hadden Allcorn performs his magic show for the students as well. She also attended the Hyundai presentation to the Boys and Girls Club. She also enjoyed the management retreat kick-off and the BBQ at the Eckers'. She also enjoyed the Vicki Gibson presentation for our middle school teachers.

Mr. Templin noted that since the last board meetings he has spoken with a number of families regarding the technology bond, noting that a lot of their questions have helped form his thinking on the bond and if it is successful, the impact it will have on the district. He also enjoyed meeting with Dr. Ecker and noted that he will be coaching a new AYSO team, made up of students from the district, a refreshing experience so far.

Mr. Crandall noted that she too enjoyed a tour of summer school, noting those middle school students that gave up time of their summer to volunteer. She attended the Hyundai presentation to the Girls and Boys Club as well as the Legislative Reception with Mrs. Edwards. She enjoyed as well the kick-off to the management retreat. She also enjoyed the first FVEF meeting of the year and noted that the first fundraiser, the Taste of Fountain Valley will be October 5th at Mile Square. She also attended the Twilight committee meeting at the Boys and Girls Club. She is currently preparing for the first Community Volunteer Academy presentation for our Kindergarten parents. She enjoyed as well the Vicki Gibson presentation to our middle school teachers, noting that of our 76 middle school teachers, 56 attended, 74%, very impressive given that this is still their summer.

Mr. Collins also enjoyed a tour of summer school as well as the presentation by Hyundai to the Boys and Girls Club. He also visited Gisler for their welcome picnic for new and current students. He noted that there was a pleasant tone and it will be a good transition for our Moiola students. He also attended the bond committee's first meeting as well as the kick-off breakfast for the management retreat. He noted the County's communication to the district on the budget and commended staff for their work. He also noted the creation of the Governance Calendar for board and staff reference. And he met with the president of Orange Coast Community College along with Michael Simons, Debbie Cotton and Brian Rechsteiner, noting that it is a wonderful idea for our districts to meet together. The group will meet again September 19th.

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS**LEGISLATIVE SESSION**

Motion: Mrs. Edwards moved to approve the Revision to Board Policy 0410 Non-Discrimination in District Programs and Activities for first reading.

Second: Mr. Templin

Mrs. Crandall noted for all nine of the provisions included in the agenda, that she was grateful despite the transition to paperless for our agendas, to receive printed copies of these materials for review.

Vote: 5-0

REVISION TO BOARD
POLICY 0410 NON-
DISCRIMINATION IN
DISTRICT
PROGRAMS AND
ACTIVITIES (FIRST
READING)

Motion: Mrs. Crandall moved to approve the Revisions to Board Policy 5131 Conduct for first reading.

Second: Mrs. Edwards

Vote: 5-0

REVISIONS TO
BOARD POLICY 5131
CONDUCT (FIRST
READING)

Motion: Mrs. Allcorn moved to approve the Revisions to Board Policy 5144.1 Suspension/Expulsion for first reading.

Second: Mr. Templin

Vote: 5-0

REVISIONS TO
BOARD POLICY
5144.1 SUSPENSION/
EXPULSION (FIRST
READING)

Motion: Mrs. Edwards moved to approve the Revisions to Board Policy 5145.3 Non-Discrimination/Harassment for first reading.

Second: Mrs. Allcorn

Vote: 5-0

REVISIONS TO
BOARD POLICY
5145.3 NON-
DISCRIMINATION/
HARASSMENT
(FIRST READING)

Motion: Mrs. Crandall moved to approve the Revisions to Board Policy 5145.7 Sexual Harassment for first reading.

REVISIONS TO
BOARD POLICY
5145.7 SEXUAL

Second:	Mrs. Edwards	HARASSMENT (FIRST READING)
Vote:	5-0	
Motion:	Mr. Templin moved to approve Board Policy 5131.2 Bullying for first reading.	REVISIONS TO BOARD POLICY 5131.2 BULLYING (FIRST READING)
Second:	Mrs. Crandall	
Vote:	5-0	
Motion:	Mrs. Crandall moved to approve Board Policy 6170.1 Transitional Kindergarten for first reading.	REVISIONS TO BOARD POLICY 6170.1 TRANSITIONAL KINDERGARTEN (FIRST READING)
Second:	Mrs. Edwards	
Vote:	5-0	
Motion:	Mrs. Edwards moved to approve Board Policy 0520.2 Title I Program Improvement Schools for first reading.	REVISIONS TO BOARD POLICY 0520.2 TITLE I PROGRAM IMPROVEMENT SCHOOLS (FIRST READING)
Second:	Mr. Templin	
Vote:	5-0	
Motion:	Mrs. Allcorn moved to approve Board Policy 0520.3 Title I Program Improvement Districts for first reading.	REVISIONS TO BOARD POLICY 0520.2 TITLE I PROGRAM IMPROVEMENT DISTRICTS (FIRST READING)
Second:	Mrs. Crandall	
Vote:	5-0	
Mrs. Crandall requested that item 13-0 Approval of Program Development Agreement with Chevron Energy Solutions be pulled for separate vote.		CONSENT CALENDAR/ ROUTINE ITEMS OF BUSINESS
Motion:	Mrs. Edwards moved to approve the Consent Calendar with the exception of 13-O Approval of Program Development Agreement with Chevron Energy Solutions.	
Second:	Mrs. Allcorn	

Vote: 5-0

Motion: Mr. Collins move to approve Item 13-O Approval of Program Development Agreement with Chevron Energy Solutions

Second: Mrs. Edwards

Mrs. Crandall noted her understanding that the \$35,000 will not likely become a fee as we will most likely see such savings after Chevron's review of our sites and we are not taking much of a risk in this. She asked for clarification in that in our neighboring school district, the residents of the city did not aesthetically see eye-to-eye with the district with regards to where the solar panels were to be placed in the school's parking lot. She asked Mr. McMahon to clarify how he thinks this may be addressed in our district. Mr. McMahon noted that one thing the district does want to do is to see if there are areas where solar can work for our district while still being sensitive to the wants of our communities. There is a wave within maintenance and operations to try to move to these sorts of energy sources in order to reduce costs and be more "green" in terms of our footprint. The district does not have any intentions in regards to placement and is subject to coming back to the board for discussion. The board will be provided drawings and hold community meetings if needed to gather community input. There have only been brief discussions at this point. Mrs. Crandall noted that her second concern regards the rebates for solar from the State which look as if they will run out in 2016, but that in the contract up for approval tonight it states that "in a timely fashion" what is recommended with board approval needs to start so that the pricing given for retrofits, repairs, etc. do not change. She asked for example if there are \$13 of work to be done but the savings is only \$10, what governs what we can spend, noting that we do not want to get into a negative situation with a contract like this. Mr. McMahon noted that we are not allowed to enter into a contract like this if we will not be saving money; it is a requirement of the contract that we as a district have a net savings. This is a similar situation to the district contract with Energy Education. The cost up front is smaller at the beginning and then increases as rebates help to offset the costs. He noted that the savings are cumulative. Mr. Templin asked for clarification on the possibility of the district having to pay the \$35,000 fee. Mr. McMahon noted that there is a potential to pay \$35,000. Chevron will need to complete some upfront work and testing and a report will be provided to the district, so they are making sure that they will not be completing this work without the

district having some form of commitment. If they come up with a situation where there is savings and still the board decides not to go forward, Chevron wants to ensure that they get something back for the work they will have done, hence the \$35,000 fee.

However, the district can benefit if savings are found, as the \$35,000 fee is then included in the contract. If Chevron completes its testing and cannot find savings for the district, the district is not obligated to pay this fee.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from July 12th board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Transfers
- Renewal of Membership in the Fountain Valley Chamber of Commerce in the amount of \$303
- Approval of Positive Behavioral Intervention and Supports (PBIS) and Violence Prevention Education Services Agreement
- Approval of Williams Uniform Complaint Quarterly Report
- Approval of Notice of Layoff (Hours Reduction) For Classified Position
- Approval of Biennial Review/Updated Conflict of Interest Code
- Approval of Confidential Settlement Agreement
- Approval of Special Education Settlement Agreement
- Approval of Special Education Settlement Agreement
- Approval of Program Development Agreement with Chevron Energy Solutions
- Approval of Capital Facilities Fund/Developer Fees
- Adoption of Resolution 2013-08: GANN Amendment – Appropriations Limitations

NEW ITEMS OF BUSINESS

Mr. Collins	Explained that this would be a good process for the Board to consider how they have conducted business, etc. And with this he suggested that the board ask the district to gather some instruments for the board to review in order to complete their self-evaluation by the November	BOARD SELF-EVALUATION
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meeting. This will allow the board to decide on a form at the next meeting and have some discussion.

Mrs. Edwards noted that the board did participate in such an evaluation in the past, using a CSBA instrument.

Mr. Templin noted his feeling that anything that board can do to make itself better, whether it be a self-evaluation or PLC, he is in favor of this. Mrs. Crandall agreed as well as the rest of the board.

Dr. Ecker confirmed that by the September board meeting the board would like several instruments to evaluate and consider using. He noted that CSBA will be a good source as well as others that the board can review.

Mr. Collins

Reviewed the board's desire to become its own PLC. He opened the discussion for the board's input. Mrs. Edwards noted her interest that all future board members receive this for review. Mrs. Crandall and Mr. Templin agreed, noting that when you are new there was a lot of good reminders and explanation of new information. He also noted that the explanation of what the public thinks board meetings should be like (e.g. "No one addressed my comments.") was useful and suggested providing a summary of this for inclusion of the public comment notice. Mrs. Crandall noted as well that it could be noted simply that it is a meeting in public, not a public meeting. Mr. Templin noted that while a times it is noted in meetings, it would be nice if this was printed for the public so that they understand the process ahead of addressing the board. Mr. Collins noted that the final thoughts page was important, noting that he is proud of how the board has handled some very difficult situations in the past year. In addition, he noted the recommendation to use the different talents of different members; something that he also feels the board does well. He noted that there are many things that the board does well and it was good to review. Mrs. Edwards noted the topic of special meetings as an opportunity for discussions and something that the board has

BOARD DISCUSSION OF
READING MATERIALS:
CSBA'S *CALL TO
ORDER: A BLUEPRINT
FOR GREAT BOARD
MEETINGS*

done frequently in the recent past. Mrs. Allcorn noted as well that for many boards that read this, it may be a huge task to undertake giving some of the occurrences throughout the State although, we do quite well. Mrs. Crandall noted the inclusion of traits for an effective board member, noting that these are indeed traits that we also ask of our students. She noted as well the stressed importance of adhering to the Brown Act, something that this district does very well. She noted as well the development of a governance calendar, a recent development for our district, as well as the participation of the board president in the development of board agendas, something that the board also does. She also noted the discussion of effectiveness versus efficiency, noting that time is not a measure of effectiveness.

- Dr. Ecker Noted his appreciation of the board's discussion of Fund 40, one that he hopes we can continue in the future.
- Dr. Ecker Noted that Ms. Silavs and he will be submitting a letter to Hyundai Motor America with the requested information following the opening of the ST Math Lab at Plavan. The data included will penetration data provided by the MIND Institute in addition to increasing test scores as provided by our STAR data. He noted that we are grateful to Hyundai and hopeful that they will be able to expand their support to our two other sites in need of ST Math Labs.
- Dr. Ecker Reminded the audience and board of the upcoming Kelly Osborn Memorial Foundation fundraiser on September 1st, noting that monies raised allow the continued support by Dave Osborn and the Kelly Osborn Memorial Foundation to support district and Rotary events like the Every Student Succeeding breakfast. He noted that the FVLA has made a \$300 donation and sponsorship of the event.
- Dr. Ecker Thanked Ms. Silavs and those board members

able to attend for the Vicki Gibson presentation to our middle school teachers. He noted how important differentiated instruction is in moving the dial ahead in education.

- Dr. Ecker Reminded the board of our upcoming middle school registration days and orientations next week.
- Dr. Ecker Thanked the board for their review this evening of those board policies for first reading, noting the importance of this effort.
- Dr. Ecker Congratulated Mrs. Abdel as part of the action taken by the board this evening was to approve her as Assistant Superintendent, Personnel.
- Mr. Collins Noted that beginning next week he will be interim assistant principal at FVHS, something he is looking forward to.

ADJOURNMENT

- Motion:** Mrs. Allcorn moved to adjourn the meeting at 9:03pm.
- Second:** Mrs. Edwards
- Vote:** Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
September 27, 2012**

1.0 EMPLOYMENT FUNCTIONS:

1.1 ASSISTANT SUPERINTENDENT, 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>
1.1.1	Wilson, Tara	Reading Specialist	Masuda	.5
1.1.2	Dent, Christina	Readiness/School Nurse	District Office	1.0
1.1.3	Parker, Robin	Social Science/PE	Talbert	1.0
1.1.4	Agnes, Nicole	School Counselor	Talbert	.8

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
1.2.1	Smith, Michelle	Masuda	Resource Specialist	Maternity	08/08/2012
1.2.2	Turack, Mary	Oka	Kindergarten Teacher	Medical	08/30/2012
1.2.3	Knutsen, Jeanette	Plavan	SDC Teacher	Medical	08/30/2012
1.2.4	Hatcher, Amanda	Talbert	Middle School Teacher	Maternity/ FMLA/CFRA	07/26/2012
1.2.5	Trimm, Amy	Talbert	Middle School Teacher	Maternity/ FMLA/CFRA	07/31/2012
1.2.6	Boktor, Jessica	Tamura	4 th Grade Teacher	Maternity/ FMLA/CFRA	07/28/2012

2.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Ramos, Luisa	Preschool Instructor	Oka	09/05/2012
2.1.2	Chesire, Sarah	Preschool Instructor	Cox	09/05/2012
2.1.3	Crooks, Sharon	Preschool Aide	Oka CDC	09/05/2012
2.1.4	Smith, Damon	Custodian	ESP	09/10/2012
2.1.5	Camacho, Betsy	Instructional Assistant	Cox	09/05/2012
2.1.6	Hedrick, Alison	Instructional Assistant	Newland	09/05/2012
2.1.7	Shaul, Lauren	Licensed Vocational Nurse	Plavan	09/10/2012
2.1.8	Luu, Courtney	Preschool Instructor	Cox	09/05/2012

2.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING CLASSIFIED LEAVES OF ABSENCE:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Kulungian, Karen	Newland	SLPA	Medical	09/05/2012
2.2.2	Garrison, Rachel	Courreges	IA SH/PH	Personal	09/05/2012
2.2.3	Remillard, Roger	Oka	Custodian	Medical	08/20/2012
2.2.4	Cowper, Katie	Courreges	IA DTT	Maternity	09/05/2012
2.2.5	Bollinger, Debbie	Masuda	FSW	Medical	09/05/2012
2.2.6	Haskin, Ellen	Courreges	ESP Instructor	Maternity	09/05/2012
2.2.7	Tinawin, Josephine	Newland	IA DTT	Personal	09/07/2012

2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE RE-EMPLOYMENT OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.3.1	Sanchez, Carissa	Cox	Instructional Assistant	09/05/2012
2.3.2	Blue, Renee	Newland	Office Assistant	09/05/2012

2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE TRANSFER OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.4.1	Tague, Harmony	Oka	Instructional Assistant	09/05/2012
2.4.2	Knight, Sharon	Oka	IA SH/PH	09/05/2012
2.4.3	Moreno, Helen	District Office	Office Assistant	09/04/2012
2.4.4	Mello, Rhonda	Maintenance	Office Assistant	09/04/2012
2.4.5	Hall, Cheryl	Oka	Office Assistant	09/05/2012

2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROMOTION OF THE FOLLOWING CLASSIFIED EMPLOYEES:

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.5.1	Presson, Juli	Oka	Preschool Instructor	09/05/2012
2.5.2	Luu, Courtney	Cox	Preschool Instructor	09/05/2012

2.6 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE RETIREMENT OF CLASSIFIED EMPLOYEE JANET KWOK AS IA COMPUTER LAB AT MOIOLA SCHOOL EFFECTIVE 06/20/2012.

3.0 WORKSHOP/CONFERENCE ATTENDANCE:

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATES</u>
3.1	Abdel, Cathie	ACSA Personnel Institute	Costa Mesa/Hilton	Actual & Necessary	012719470-5210	09/19-21, 2012
3.2	Collins, Ian	CSBA Annual Education Conference	San Francisco	Actual & Necessary	012719165-5210	11/29-12/01, 2012
3.3	Ecker, Marc	CSBA Annual Education Conference	San Francisco	Actual & Necessary	012719165-5210	11/29-12/01, 2012
3.4	Edwards, Judy	CSBA Annual Education Conference	San Francisco	Actual & Necessary	012719165-5210	11/29-12/01, 2012

4.0 INDEPENDENT CONTRACTOR AGREEMENT:

- 4.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF A STUDENT TEACHING AGREEMENT WITH CAL STATE FULLERTON, CAL STATE TEACH PROGRAM, THE TERM TO BE FROM 12/01/2011 – 11/30/2016.
- 4.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF A STUDENT TEACHING AGREEMENT WITH UNIVERSITY IRVINE. THE TERM OF THE AGREEMENT IS AUGUST 2012 AND SHALL CONTINUE THEREAFTER UNTIL TERMINATED BY UNIVERSITY OR DISTRICT ON THIRTY (30) DAYS WRITTEN NOTICE TO THE OTHER.

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

September 27, 2012

INSTRUCTION

5.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	FLORES, Staci (Fulton)	8 th Grade Activities Coordinator	\$1,000 stipend plus benefits	01-014-2989-1115	2012-2013 school year
5.2	FOGARTY, Kim (Fulton)	ASB Bookkeeper	\$2,000 stipend plus benefits	01-272-2988-2415	2012-2013 school year
5.3	JOHNSON, Jannette (Fulton)	Cheer Advisor	\$1,000 stipend plus benefits	01-023-2989-1115	2012-2013 school year
5.4	JOHNSON, Jannette (Fulton)	ASB Advisor	\$1,000 stipend plus benefits	01-014-2989-1115	2012-2013 school year
5.5	JOHNSON, Jennifer (Masuda)	Student Council Advisor	\$2,000 stipend plus benefits	01-014-4988-1115	2012-2013 school year
5.6	NEVIN, Amy (Masuda)	Cheer Coach	\$1,000 stipend	01-014-4989-1115	2012-2013 school year
5.7	SPIRK, Nancy (Masuda)	Student Council Bookkeeper	\$2,000 stipend plus benefits	01-014-4988-1115	2012-2013 school year
5.8	CROOKS, Jill DANIEL, Rebecca DUGGAN, Mary ELDRIDGE, Ed ELLIS, Kristen FOUSE, Erin GARCIA, Ervin SIEMENS, Jeff WARF, Thomas WILSON, Tara ZAHEDI, Jeff (Masuda)	Coach for one or more of the District sports tournaments	\$250.00 stipend per tournament	01-014-4989-1115	2012-2013 school year
5.9	OSTOV ARVOUR, Patti (CR) CARRASCO, Christine (CO) DEL ROSARIO, Eve (Ful) RIGDON, Stephanie (Gis) FOUSE, Erin (Mas) JOHNSTON, Terry (New) ANGELES, Vanessa (Oka) ANDREWS, Jennifer (PL) SOTOLONGO, Joel (Tal) (Assess/Acct)	English Learner Lead teacher for their site	\$1,000 stipend each	01-030-8055-1115	2012-2013 school year
5.10	HISGEN, Jennifer (CR) KUBOTA, Todd (Cox) LANGSTON, Teri (Cox) PHAN, Viet (Ful) GONZALEZ, Michelle (Gis) ELDRIDGE, Ed (Mas) KITAHARA, Amanda (New) MOUSSA-ZAHAB, Jeanie (Oka) RYAN, Marilyn (Pl)	Technology Coordinator for their site	Not to exceed \$750 per school site	01-668-9077-1115	2012-2013 school year

5.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S) (continued)

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.10 YAMABE, Kevin (Pl) (cont) MARBUT, Jeff (Tal) OSBORNE, Daryl (Tam) (Assess/Acct)				
5.11 NGUYEN, Ha (Assess/Acct)	State-mandated translation of Single Plan for Student Achievement 2011-2012 for five schools	Regular hourly rate	01-030-8055-2913	August 20-21, 2012

REASON FOR LATE SUBMITTAL: Did not have the information in time to submit this item at the August 23, 2012 Board meeting.

5.12 FOLLETT, Catherine (C & I)	BTSA Lead Support Provider for 17 BTSA teachers	\$3,500 stipend	01-610-9275-1954	2012-2013 school year
5.13 ANDERSON, Martha (Tam) BARTON, Cecilia (Tal) FLORES, Staci (Ful) FOCKLER, Beth (Ful) HOLMAN, Mark (Ful) JAMES, Brooke (Tal) JOHNSTON, Terry (New) KNOTTS, Kim (New) LEWIS, Kathy (Cox) RASSEY, Diane (Oka) SIEMENS, Jeff (Mas) WARF, Thomas (Mas) (C & I)	BTSA Support Providers for one teacher (\$1,500) or two teachers (\$3,000)	\$1,500 stipend each, EXCEPT Anderson, Fockler, Knotts, James and Lewis who receive a \$3,000 stipend	01-601-9275-1115	2012-2013 school year
5.14 VARRONE, Amanda (CR) MACDONALD, Michele (Cox) HOLMAN, Mark (Ful) MASTROPAULO, Julie (Gis) NILSEN, Krista (Gis) BOONE, Katya (Mas) COSTIGAN, Kim (New) MOUSSA-ZAHAB, Jeanie (Oka) RYAN, Marilyn (Pl) BURZA, Autumn (Pl) PLOSKI, Matt (Tal) PEAT, Cheryl (Tam) (C & I)	Testing coordinators, which include responsibilities and activities above and beyond the normal workday	\$1,000.00 \$1,000.00 \$1,000.00 \$ 500.00 \$ 500.00 \$1,000.00 \$1,000.00 \$1,000.00 \$ 500.00 \$ 500.00 \$1,000.00 \$ 500.00	01-710-9275-1115	2012-2013 school year
5.15 MASTROPAULO, Julie (Gis) (C & I)	Science Works Coordinator	\$4,000.00 stipend	01-018-9275-1115	2012-2013 school year

6.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
6.1 Ayumi Hatfield (Assess/Acct)	To provide Japanese interpretation services as needed for parents of Special Education students	Not to exceed \$250.00	01-233-8055-5813	9/28/12 through 6/30/13

7.0 APPROVAL OF AMENDMENT(S)

- 7.1 Please amend Personnel Items, Instruction, dated June 14, 2012, Approval of Additional Duty Requests, page 1, Item 3.1 as follows:

Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
SERRANO, Madeline (Assess/Acct)	CELDT Testing	Regular hourly rate, not to exceed 114 hours	01-030-8055-2913	7-5-12 through 10-19-12

Change to:

(same)	(same)	160 additional hours = 274 total hours	(same)	7-5-12 through 10-24-12
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Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
WISHEK, Annemarie (Assess/Acct)	CELDT Testing	Certificated stipend rate, not to exceed 192 hours	01-030-8055-1119	7-5-12 through 10-12-12

Change to:

(same)	(same)	72 additional hours = 264 total hours	(same)	7-5-12 through 10-24-12
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Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
BLACKETT, Pamela (Assess/Acct)	CELDT Testing	Certificated stipend rate, not to exceed 192 hours	01-030-8055-1119	7-5-12 through 10-12-12

Change to:

(same)	(same)	90 additional hours = 282 total hours	(same)	7-5-12 through 10-24-12
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Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
NGUYEN, Ha (Assess/Acct)	CELDT Testing	Regular hourly rate, not to exceed 216 hours	01-030-8055-2913	7-5-12 through 8-31-12

Change to:

(same)	(same)	8 additional hours = 224 total hours	(same)	7-5-12 through 9-4-12
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Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
DOMINGUEZ-RIVERA, Sandra (Assess/Acct)	CELDT Testing	Regular hourly rate, not to exceed 142 hours	01-030-8055-2913	7-5-12 through 8-31-12

Change to:

(same)	(same)	(same)	(same)	7-5-12 through 9-4-12
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7.0 APPROVAL OF AMENDMENT(S) (continued)

- 7.2 Please amend Personnel Items, Instruction, dated July 12, 2012, Approval of Additional Duty Requests, page 1, Item 2.3 as follows:

Change from:

NAME

LUNG, Louise
(Support Services)

ASSIGNMENT

Nurse Consultant for
coordinating TB & Hearing
Vision schedule

SALARY

\$26.81 per hour,
not to exceed 15 hours

BUDGET

01-228-9965-1259

DATE

2012-2013
school year

Change to:

(same)

(same)

\$40.00 per hour,
not to exceed 15 hours

(same)

(same)

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Cox Elementary

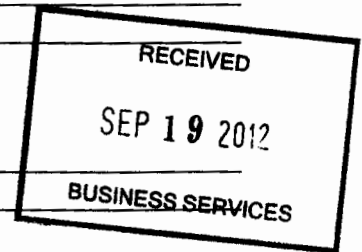
NAME OF DONOR: At+T United Way

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

\$ 35.00 # 1659-09

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

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



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

REVENUE ACCT: 010320000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) classroom enhancement

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9-17-12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9-19-12
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 9/21/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Edison International

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

\$ 120.00

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

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

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

REVENUE ACCT: 0129000-8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010142989-4310



INTENDED USE: (State how this will be used) Principal's Discretion

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/10/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/10/12
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Assistant Superintendent Date
Instruction

BOARD APPROVAL DATE: 9/27/12

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON

FROM: MARTHA LOCKWOOD

SUBJECT: WARRANT LISTING BOARD MEETING – SEPTEMBER 27, 2012

DATES 8/15/12 – 9/18/12

WARRANT NUMBERS 59338 - 59550

01 GENERAL	\$	346,033.68
12 CHILD DEVELOPMENT	\$	18,393.41
13 CAFETERIA	\$	1,741.40
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	110.00
68 WORKERS COMPENSATION	\$	60,657.77
69 INSURANCE	\$	377,389.03
TOTAL	\$	804,325.29

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4078	COMMERCIAL DOOR OF ORANGE	2,878.04	2,878.04	012869861 6299	MAA - Building/Site Impr / Other Building & Improvement
G20M4082	SOUTHERN COUNTIES OIL	1,400.00	700.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
			700.00	012919395 4360	Special Ed. Transportation / Fuel
G20M4083	DAPPER TIRE COMPANY	400.00	400.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4084	GRAINGER INC.	600.00	600.00	012899390 4343	Gardening / Gardening Supplies
G20M4085	SCHOOL SPECIALTY	2,800.00	2,800.00	012869390 4345	Maintenance / Maintenance Supplies
G20M4086	CLARK SECURITY PRODUCTS INC.	650.00	650.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4087	A-1 FENCE COMPANY	3,000.00	3,000.00	012879390 4347	Vandalism / Repair & Upkeep of Equipment
G20M4088	TERRYS TESTING INC.	525.00	525.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4089	PARKHOUSE TIRE INC.	2,800.00	2,800.00	012919395 4347	Special Ed. Transportation / Repair & Upkeep of
G20M4091	SCHOOL SPECIALTY	43.00	43.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4092	HILLYARD / LOS ANGELES	295.26	295.26	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4093	RUSCO INC.	2,000.00	2,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4094	LIGHTSPEED TECHNOLOGIES	215.00	215.00	012869390 4345	Maintenance / Maintenance Supplies
G20M4096	MCMaster CARR SUPPLY CO	80.00	80.00	012899390 4343	Gardening / Gardening Supplies
G20M4097	DEWALT-PORTER CABLE-DELTA SERV	120.33	120.33	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4098	WEST LITE SUPPLY CO INC	581.63	581.63	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4099	SCHOOL SPECIALTY	200.00	200.00	012869390 4345	Maintenance / Maintenance Supplies
G20M4100	TURF STAR INC.	750.00	750.00	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4104	MCKINLEY ELEVATOR CORP	243.72	243.72	012869390 6223	Maintenance / Tests & Examinations Bldgs
G20M4105	PRECISION FLOOR COVERING INC.	1,000.00	1,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4106	JORGENSEN LOCKERS	8,500.00	8,500.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4107	DEPARTMENT OF INDUSTRIAL RELAT	225.00	225.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4108	TERRYS TESTING INC.	70.00	70.00	012869390 5899	Maintenance / Other Operating Expenses

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4109	GRAINGER INC.	818.48	818.48	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4110	CRANDALL, SAM	150.00	150.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4111	REGISTER	31.03	31.03	012869390 4325	Maintenance / Office Supplies
G20M4112	PRECISION FLOOR COVERING INC.	10,000.00	10,000.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4113	PRECISION FLOOR COVERING INC.	3,039.00	3,039.00	133207380 4347	Cafeteria Fund / Repair & Upkeep of Equipment
G20M4126	A GOOD SIGN	81.56	81.56	012879390 4347	Vandalism / Repair & Upkeep of Equipment
G20R0266	TARGET STORES	80.81	80.81	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0267	TARGET STORES	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0268	FEDERAL EXPRESS CORP.	825.00	100.00	012099078 4325	Vantage Learning / Office Supplies
			75.00	012719165 4325	Superintendent / Office Supplies
			50.00	012719470 4325	Personnel Department / Office Supplies
			100.00	012849380 4325	Fiscal Services / Office Supplies
			50.00	012869390 4325	Maintenance / Office Supplies
			100.00	017109275 4335	Testing / Postage, Bulk Mail, Freight
			350.00	695009470 4325	Insurance Health/Welfare / Office Supplies
G20R0269	WESTMINSTER SCHOOL DISTRICT	17,700.95	17,700.95	010189277 7141	Beckman Science - Transfer/Age / Excess Costs/Deficit
G20R0270	ARIEL SUPPLY INC.	267.00	267.00	012719470 4325	Personnel Department / Office Supplies
G20R0271	AMECT'S PIZZA	25,000.00	25,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0272	FRESH GRILL LLC	15,000.00	15,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0273	GOLD STAR FOODS	270,000.00	270,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0274	P & R PAPER SUPPLY COMPANY	4,000.00	4,000.00	133207380 4790	Cafeteria Fund / Food Services Supplies
G20R0275	PJ OF SOUTHERN CALIFORNIA LP	38,000.00	38,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0276	SMART & FINAL	100.00	100.00	133207380 4790	Cafeteria Fund / Food Services Supplies
G20R0277	SWIFT PRODUCE	25,000.00	25,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0278	DOMINO'S PIZZA	36,000.00	36,000.00	133207380 4710	Cafeteria Fund / FOOD

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0279	ATKINSON ANDELSON LOYA RUDD &	10,000.00	10,000.00	402969380 5830	Property - Legal Services / Legal Fees
G20R0280	LEE & ASSOCIATES	6,340.95	6,340.95	019509380 5899	STAR Building DO - Operations / Other Operating
G20R0281	SAMS CLUB	500.00	500.00	012719275 4325	Curriculum/Instruction Office / Office Supplies
G20R0282	SCHOOL SPECIALTY	5,387.50	5,387.50	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
G20R0283	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010011010 4325	Sch Site Instr - Tamura / Office Supplies
G20R0284	DECISION INSITE	6,335.00	6,335.00	012719380 5813	Business Department / Consultant
G20R0285	ARIEL SUPPLY INC.	77.53	77.53	012109078 4320	Tech/Media Office Operation / Computer Supplies
G20R0286	SPIEART INC.	2,664.00	2,664.00	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
G20R0287	JERSEY MIKE'S SUBS	20,000.00	20,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0289	SOUTHERN CALIFORNIA SUPERINTEN	50.00	50.00	012719165 5210	Superintendent / Travel, Conference, Workshop
G20R0290	SOUTHWEST SCHOOL AND OFFICE SU	2,800.00	2,800.00	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
G20R0291	SOUTHWEST SCHOOL AND OFFICE SU	26.94	26.94	015513760 4310	Special Ed. - Oka RSP / Instructional Supplies
G20R0294	SOUTHWEST SCHOOL AND OFFICE SU	4,000.00	4,000.00	010014040 4310	Sch Site Instr - Plavan / Instructional Supplies
G20R0295	MOUNTAIN MATH/LANGUAGE	491.01	491.01	010014089 4310	Donations - Plavan / Instructional Supplies
G20R0296	STAPLES	538.75	538.75	012723789 4325	Donations Clerical - Oka / Office Supplies
G20R0297	CSBA	910.00	910.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
G20R0298	TARGET STORES	53.88	53.88	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0299	CSBA	69.00	69.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
G20R0300	STAPLES	400.00	400.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0301	TEXTBOOK WAREHOUSE	3,428.50	3,428.50	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0302	GIBSON HASBROUCK & ASSOCIATES	107.75	107.75	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0303	SOUTHWEST SCHOOL AND OFFICE SU	69.98	69.98	017109275 4325	Testing / Office Supplies
G20R0304	LAKESHORE LEARNING MATERIALS	300.00	300.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0305	SOUTHWEST SCHOOL AND OFFICE SU	3,000.00	3,000.00	010142929 4310	Sch Site Instr - Fulton / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0306	BENTLEY PRINTING & GRAPHICS IN	1,220.00	1,220.00	133207380 4790	Cafeteria Fund / Food Services Supplies
G20R0307	SOUTHWEST SCHOOL AND OFFICE SU	646.50	646.50	012722929 4325	Sch Site Admin - Fulton / Office Supplies
G20R0308	RALPHS GROCERY COMPANY	2,000.00	2,000.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0309	HOME DEPOT	2,500.00	2,500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0311	SOUTHWEST SCHOOL AND OFFICE SU	500.00	500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0312	BAEDER CONSULTING	199.00	199.00	010014789 5210	PTA Donations - Courreges / Travel, Conference,
G20R0313	APPLE COMPUTER ORDER	2,251.27	2,251.27	010014789 4410	PTA Donations - Courreges / Fixed Assets
G20R0314	COMPLETE BUSINESS SYSTEMS	950.00	950.00	012722929 5640	Sch Site Admin - Fulton / Outside Services - Leases
G20R0315	STAPLES	27.99	27.99	012658155 4325	Assessment and Accountability / Office Supplies
G20R0316	ARIEL SUPPLY INC.	82.37	82.37	012658155 4325	Assessment and Accountability / Office Supplies
G20R0317	SOUTHWEST SCHOOL AND OFFICE SU	538.75	538.75	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0318	SCSNA	55.00	55.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
G20R0319	SCHOOL SPECIALTY	500.00	500.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0320	SCHOOL SPECIALTY	1,000.00	1,000.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0321	PERSONNEL COMMISSIONERS ASSOC	40.00	40.00	012819771 5390	Personnel Commission / Dues and Membership Non Taxabl
G20R0322	SCHOOL SPECIALTY	538.75	538.75	010144988 4310	ASB Donations Instr - Masuda / Instructional Supplies
G20R0323	SCHOOL SPECIALTY	377.13	377.13	012734949 4327	Health Supplies - Masuda / Health Supplies
G20R0324	SMART & FINAL	1,616.25	1,616.25	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0325	SAMS CLUB	1,616.25	1,616.25	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0326	RALPHS GROCERY COMPANY	300.00	300.00	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0327	FORTUNE COOKIES RESTAURANT	45,000.00	45,000.00	133207380 4710	Cafeteria Fund / FOOD
G20R0328	ALTAWARE INC.	975.00	975.00	016689380 5899	7394 TIIG Admin Tech-Operation / Other Operating
G20R0329	DELL INC	3,661.31	3,661.31	012289961 4410	MAA - Administration / Fixed Assets
G20R0330	ROCHESTER 100 INC	452.55	452.55	010011616 4310	Sch Site Instr - Newland / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0332	TARGET STORES	215.50	215.50	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0333	LAKESHORE LEARNING MATERIALS	323.25	323.25	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
G20R0334	BLUE SHIELD OF CALIFORNIA	5,952.70	5,952.70	695009470 3409	Insurance Health/Welfare / Health Ins. Abate.-Classified
G20R0335	METRO BUSINESS SOLUTIONS INC.	3,000.00	3,000.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
G20R0336	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0337	EDGEWOOD PRESS INC.	593.36	593.36	010014789 4310	PTA Donations - Courreges / Instructional Supplies
G20R0338	TEXTBOOK WAREHOUSE	872.78	872.78	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0339	TEXTBOOK WAREHOUSE	1,073.46	1,073.46	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0340	GIBSON HASBROUCK & ASSOCIATES	127.75	127.75	012329275 4310	Title II-Teacher Quality / Instructional Supplies
G20R0341	ARIEL SUPPLY INC.	148.10	148.10	012719275 4325	Curriculum/Instruction Office / Office Supplies
G20R0342	GIBSON HASBROUCK & ASSOCIATES	10,189.98	10,189.98	010118255 5813	Title I - Program Improvement / Consultant
G20R0343	BRUCE'S PRODUCE	538.75	538.75	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0344	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0345	WHAT A LOT OF PIZZA	323.25	323.25	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0346	ORANGE COUNTY DEPARTMENT OF ED	40.00	40.00	012719470 5390	Personnel Department / Dues and Membership Non Taxabl
G20R0347	FRESH GRILL LLC	538.76	269.38	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
			269.38	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0348	TARGET STORES	107.75	107.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0350	TARGET STORES	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0351	SINGIN & SIGNIN	785.39	785.39	011494088 4310	FVEF Teacher Grants - Plavan / Instructional Supplies
G20R0352	SURICO, SCOTT AND/OR DANIELL	7,000.00	7,000.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
G20R0353	TATAR, CHRISTOPHER	6,500.00	6,500.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
G20R0354	TEXTBOOK WAREHOUSE	804.89	804.89	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0355	DISCOUNT SCHOOL SUPPLY	323.25	323.25	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0356	TARGET STORES	53.88	53.88	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0357	LAKESHORE LEARNING MATERIALS	140.08	140.08	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0358	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0359	ARIEL SUPPLY INC.	403.80	403.80	012719275 4325	Curriculum/Instruction Office / Office Supplies
G20R0360	STAPLES	80.26	23.98	012849380 4325	Fiscal Services / Office Supplies
			56.28	133207380 4325	Cafeteria Fund / Office Supplies
G20R0361	ARIEL SUPPLY INC.	323.25	323.25	120336098 4325	Extended School Administration / Office Supplies
G20R0362	MIND RESEARCH INSTITUTE	27,000.00	27,000.00	010114955 4320	Title I - Masuda / Computer Supplies
G20R0363	MCKESSON MEDICAL-SURGICAL INC.	763.02	763.02	012719470 4327	Personnel Department / Health Supplies
G20R0364	SAMS CLUB	500.00	500.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0365	SMART & FINAL	1.00	1.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0366	MOUNTAIN MATH/LANGUAGE	163.68	163.68	010014089 4310	Donations - Plavan / Instructional Supplies
G20R0367	PRACTI-CAL	7,530.00	7,530.00	012289961 5813	MAA - Administration / Consultant
G20R0368	LEARNING A-Z	1,349.10	1,349.10	012289961 4322	MAA - Administration / Testing Supplies
G20R0369	US HEALTHWORKS	500.00	500.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
G20R0370	PROCARE WORK INJURY CENTER	2,000.00	2,000.00	012719470 5820	Personnel Department / Physical Exam, Drug testing
G20R0371	US HEALTHWORKS	750.00	750.00	682719470 5820	Workers Comp Admin / Physical Exam, Drug testing
G20R0372	OFFICE DEPOT	248.77	248.77	012719165 4325	Superintendent / Office Supplies
G20R0373	ARIEL SUPPLY INC.	87.22	87.22	010308055 4325	EIA-Instruction / Office Supplies
G20R0374	STAPLES	45.79	45.79	010308055 4325	EIA-Instruction / Office Supplies
G20R0375	STAPLES	36.61	36.61	012658155 4325	Assessment and Accountability / Office Supplies
G20R0376	CDWG	493.28	493.28	012109078 4320	Tech/Media Office Operation / Computer Supplies
G20R0377	CDWG	63.86	63.86	012109078 4320	Tech/Media Office Operation / Computer Supplies
G20R0378	ETS	3,089.04	3,089.04	017109275 4322	Testing / Testing Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0380	STAPLES	114.16	114.16	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0381	METRO BUSINESS SOLUTIONS INC.	5,280.00	5,280.00	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
G20R0382	SCHOOL SPECIALTY	130.38	130.38	012849380 4325	Fiscal Services / Office Supplies
G20R0383	WHAT A LOT OF PIZZA	323.25	323.25	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0384	VAN ANTWERP, ANDREA	41,290.00	41,290.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
G20R0385	VAN ANTWERP, ANDREA	41,290.00	41,290.00	015999860 5894	Special Ed - Administration / Regionalized Services (X-Pot)
G20R0386	LRP PUBLICATIONS INC.	573.70	573.70	012289961 4310	MAA - Administration / Instructional Supplies
G20R0388	HAMMETT PACKAGING INC.	325.93	325.93	133207380 4790	Cafeteria Fund / Food Services Supplies
G20R0389	GANDER PUBLISHING	427.38	427.38	012289961 4310	MAA - Administration / Instructional Supplies
G20R0390	STAPLES	840.44	840.44	012734949 4327	Health Supplies - Masuda / Health Supplies
G20R0391	METRO BUSINESS SOLUTIONS INC.	961.99	961.99	012289961 4410	MAA - Administration / Fixed Assets
G20R0392	RADIO WORKS	2,098.00	2,098.00	012289961 4310	MAA - Administration / Instructional Supplies
G20R0393	MCGRAW-HILL	889.40	889.40	012289961 4310	MAA - Administration / Instructional Supplies
G20R0394	ORANGE COUNTY DEPARTMENT OF ED	330.00	330.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference,
G20R0395	ORANGE COUNTY DEPARTMENT OF ED	330.00	330.00	012539962 5210	Tobacco-Use-OCDE Instructional / Travel, Conference,
G20R0397	ELECTRO-MEDICAL INSTRUMENTATIO	2,371.59	2,371.59	012289961 4347	MAA - Administration / Repair & Upkeep of Equipment
G20R0398	MCKESSON MEDICAL-SURGICAL INC.	902.68	902.68	012719470 4327	Personnel Department / Health Supplies
G20S8003	INDUSTRIAL FORMULATORS INC.	861.11	861.11	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8004	ARIEL SUPPLY INC.	1,667.43	1,667.43	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8005	UNITED HEALTH SUPPLIES	2,361.45	2,361.45	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8006	UNISOURCE	24,659.25	24,659.25	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8007	WAXIE	1,734.29	1,734.29	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8008	UNISOURCE	2,274.60	2,274.60	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8009	WEST LITE SUPPLY CO INC	4,241.90	4,241.90	011000000 9320	Revenue Limit - State Revenues / STORES

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 09/27/2012

FROM 08/16/2012 TO 09/19/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20S8010	SCHOOL SPECIALTY	1,461.09	1,461.09	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8011	INDUSTRIAL FORMULATORS INC.	3,162.91	3,162.91	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8012	ARIEL SUPPLY INC.	1,721.31	1,721.31	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8013	PEERLESS MATERIALS	855.00	855.00	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	336,235.95			
	Fund 12 Total:	3,722.79			
	Fund 13 Total:	482,796.21			
	Fund 40 Total:	10,000.00			
	Fund 68 Total:	750.00			
	Fund 69 Total:	6,302.70			
	Total Amount of Purchase Orders:	839,807.65			

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2013 1

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		300.00
4100	TEXTBOOKS	412,673.00	547,940.00
4200	BOOKS OTHER THAN TEXTBOOKS	2.00	2,315.00
4300	MATERIALS & SUPPLIES		73,829.00
5200	TRAVEL & CONFERENCES		3,319.00
5800	PROF/CONS SERV & OPER EXPENSE		206,368.00
8200	FEDERAL INCOME		71,146.00
9740	RESTRICTED BALANCE	905,822.00	1,060,510.00
9780	OTHER ASSIGNMENTS	34,032.00	
9790	UNASSIGNED/UNAPPROPRIATED	153,308.00	1,076,369.00
9799	APPROPRIATED FUND BALANCE	1,458,079.00	2,852,046.00
Subfund Total:		2,963,916.00	5,894,142.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 2

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
9740	RESTRICTED BALANCE	711,730.00	807,162.00
9799	APPROPRIATED FUND BALANCE	769,860.00	865,292.00
Subfund Total:		1,481,590.00	1,672,454.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 3

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
9740	RESTRICTED BALANCE	269,284.00	413,742.00
9799	APPROPRIATED FUND BALANCE	269,284.00	413,742.00
Subfund Total:		538,568.00	827,484.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 4

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

Fund: 1414 DEFERRED MAINTENANCE

Object	Description	FROM	TO
9760	OTHER COMMITMENTS	15.00	27.00
9799	APPROPRIATED FUND BALANCE	15.00	27.00
Subfund Total:		30.00	54.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 5

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
9780	OTHER ASSIGNMENTS	534,369.00	541,142.00
9799	APPROPRIATED FUND BALANCE	534,369.00	541,142.00
Subfund Total:		1,068,738.00	1,082,284.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 6

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

Fund: 3535 SCHOOL FACILITIES

Object	Description	FROM	TO
9780	OTHER ASSIGNMENTS	57.00	82.00
9799	APPROPRIATED FUND BALANCE	57.00	82.00
Subfund Total:		114.00	164.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 7

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
9760	OTHER COMMITMENTS		346,124.00
9780	OTHER ASSIGNMENTS	24,014,736.00	23,688,913.00
9799	APPROPRIATED FUND BALANCE	23,668,612.00	23,688,913.00
Subfund Total:		47,683,348.00	47,723,950.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 8

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

Fund: 6768 INSURANCE-WCI

Object	Description	FROM	TO
9790	UNASSIGNED/UNAPPROPRIATED	96,759.00	137,319.00
9799	APPROPRIATED FUND BALANCE	96,759.00	137,319.00
Subfund Total:		193,518.00	274,638.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

2013 9

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
9790	UNASSIGNED/UNAPPROPRIATED	417,483.00	487,344.00
9799	APPROPRIATED FUND BALANCE	417,483.00	487,344.00
Subfund Total:		834,966.00	974,688.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, September 27, 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

Invoice



Date Mailed

7/31/2012

HUNTINGTON BEACH
Chamber of Commerce

Bill To

Marc Ecker
Fountain Valley School District
10055 Slater Ave
Fountain Valley, CA 92708

Invoice #

5503

Terms

Net 30

Due Date

8/30/2012

Description	Qty	Rate	Amount
ANNUAL DUES RENEWAL	1	325.00	325.00
Please consider a dedicated contribution to update our technology: \$25, \$50, or other.			
Total			

\$325.00

Technology Contribution	
Balance Due	\$325.00

Pay By Credit Card

Type (please circle)

V M AMEX Credit Card # _____ CVS Code _____ EXP Date _____

Billing Address _____

2134 Main Street Suite 100 Huntington Beach, CA 92648 Phone: (714) 536-8888 Fax: (714) 960-7654

Payment of membership dues is deductible for most chamber members as an ordinary and necessary expense. Contributions to the Huntington Beach Chamber of Commerce are not deductible as charitable contributions for income tax purposes, but may be deducted as ordinary expenses. Four percent (4%) of dues are not deductible since the Chamber of Commerce engages in state and federal lobbying.



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 (SECOND READING)*
DATE: September 5, 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.

The revised policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 0410 Nondiscrimination in District Programs and Activities be adopted 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 discrimination based on 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 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)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in announcements, bulletins, 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

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES
(Continued)**

(cf. 6163.2 – Animals At School)

(cf. 7110 – Facilities Master Plan)

(cf. 7111 – Evaluating Existing Buildings)

The Superintendent or designee shall ensure that 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 aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, note takers, 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)

Legal Reference:

EDUCATION CODE

200-262.4 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

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

**NONDISCRIMINATION IN DISTRICT PROGRAMS AND ACTIVITIES
(Continued)**

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

Policy adopted:

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 5131 CONDUCT (SECOND READING)***
DATE: September 12, 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.

The revised policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 5131 Conduct be adopted 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. 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.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers 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)

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)

3. Conduct that disrupts the orderly classroom or school environment

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

4. Willful defiance of staff's authority

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 and Graffiti)

The district shall not be responsible for students' personal belongings which are brought

CONDUCT

on campus or to a school activity and are lost, stolen, or damaged.

6. Obscene acts or 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

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

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

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

8. Possession or use of laser pointers, unless used for a valid instructional or other school-related purpose (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.

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)

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*)

11. Inappropriate attire

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

12. Tardiness and unexcused absence from school

CONDUCT

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

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

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

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

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. 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. [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 poses a threat or danger to the safety of students, staff, or district property, or substantially disrupts 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

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

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 SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***REVISION TO BOARD POLICY 5144.1 SUSPENSION/EXPULSION
(SECOND READING)***
DATE: September 12, 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.

The revised policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 5144.1 Suspension/Expulsion be adopted by the Board of Trustees.

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees 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)

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 denied the privilege of participation in all extracurricular activities during the period of suspension or expulsion.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Zero Tolerance

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

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

SUSPENSION AND EXPULSION/DUE PROCESS**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)

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)

SUSPENSION AND EXPULSION/DUE PROCESS**Supervised Suspension Classroom**

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.

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
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
48660-48667 Community day schools
48900-48927 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
54950-549623 Ralph M. Brown Act

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

SUSPENSION AND EXPULSION/DUE PROCESS

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*

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

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

ATTORNEY GENERAL OPINIONS

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

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

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

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, 48900.1, 48980)

(cf. 5144 - Discipline)

(cf. 5145.6 - Parental Notifications)

Grounds for Suspension and Expulsion

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 another person, except in self-defense. (Education Code 48900 (a))

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

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

SUSPENSION AND EXPULSION/DUE PROCESS

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 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))
13. Possessed an imitation firearm.

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))

SUSPENSION AND EXPULSION/DUE PROCESS

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 (Education Code 48900(o))
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))

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 when it is determined that he/she:

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)

SUSPENSION AND EXPULSION/DUE PROCESS

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)

21. Intentionally 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 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

SUSPENSION AND EXPULSION/DUE PROCESS

any other school district, at any time, including, but not limited to, the following:
(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

Removal from Class by a Teacher and Parental Attendance

A teacher may 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)

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. 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 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)

SUSPENSION AND EXPULSION/DUE PROCESS

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 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)

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, 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)
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

SUSPENSION AND EXPULSION/DUE PROCESS

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 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**

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, 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 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)

2. **Administrative Actions**

All requests for student suspension are to be processed by the principal or designee. 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**

SUSPENSION AND EXPULSION/DUE PROCESS

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 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 meet or speak with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

While the parent/guardian is required to respond without delay to a request for a conference about 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)

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

SUSPENSION AND EXPULSION/DUE PROCESS**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)

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.

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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 any offenses listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)

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

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
3. Unlawful possession of any controlled substance, as listed in 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

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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))

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)
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)

Student's Right to Expulsion Hearing

Any student recommended for expulsion shall be entitled to a hearing to determine whether 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

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during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918 (a))

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

Rights of Complaining Witness

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

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (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 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. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, 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

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when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

(cf. 5119 - Students Expelled from Other Districts)

5. The opportunity for the student or the student's parent/guardian to appear in person or 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

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another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

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

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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.

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.

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

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

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

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

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expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated. The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program or any combination of these programs after consulting with district staff, including the student's teachers and with the student's parent/guardian. 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. (Education Code 48917, 48918)

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 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)

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

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

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The suspension of the enforcement of an expulsion shall be governed by the following:

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. 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 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 of Education. (Education Code 48917)

SUSPENSION AND EXPULSION/DUE PROCESS**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 of Education. 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 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 is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. 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

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3. 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)
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)

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

Expulsion records shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon written request by that school. (Education Code 48918(k))

(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)

Outcome Data

The Superintendent or designee shall maintain the following data: (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

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6. The disposition of the student after the end of the expulsion period

Fountain Valley School District

ADMINISTRATIVE HEARING PROCEDURES

The order of the Hearing shall be as follows:

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

Fountain Valley School District

ADMINISTRATIVE HEARING PROCEDURES**Following the Hearing:**

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

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

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

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

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

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

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

2. The District representative will call the parent/guardian with the Hearing Panel's decision within 24 hours.
3. At the next scheduled meeting of the Board of Trustees, the board will meet in closed session to deliberate on all recommendations for expulsion. The District representative will attend to answer questions. Parent/guardian may be present to speak to the board in closed session.
4. The Board of Trustees will vote on the expulsion closed session and report the results 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 (SECOND READING)
DATE: September 12, 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.

The revised policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 5145.3 Nondiscrimination/Harassment be adopted by the Board of Trustees.

NONDISCRIMINATION/HARASSMENT

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, 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*)

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.

NONDISCRIMINATION/HARASSMENT

Students who engage in discrimination, harassment, intimidation, bullying, or retaliation in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who permits or engages in 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)

Grievance Procedures

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

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she 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.

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

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

422.55 Definition of hate crime

422.6 Crimes, harassment

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 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, 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
(SECOND READING)***
DATE: September 12, 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 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 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.

The revised policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 5145.7 Sexual Harassment be adopted by the Board of Trustees.

SEXUAL HARASSMENT

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits the sexual harassment of 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 - Sexual Health and HIV/AIDS Prevention Instruction)

Instruction/Information

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

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

Complaint Process

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

SEXUAL HARASSMENT (continued)

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 4-8, 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

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

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, discrimination

SEXUAL HARASSMENT (continued)

UNITED STATES CODE, TITLE 42

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

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

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 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 a student's academic status or progress.
2. Submission to or rejection of the conduct by 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 student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through 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 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, 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

SEXUAL HARASSMENT (continued)

6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion

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 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

SEXUAL HARASSMENT (continued)

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 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

SEXUAL HARASSMENT (continued)

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:

- 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

SEXUAL HARASSMENT (continued)

- 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)
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

SEXUAL HARASSMENT (continued)

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 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 231.5)
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 231.5)
5. Be provided to employees and employee organizations

Regulation
approved:

FOUNTAIN VALLEY 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 (SECOND READING)***
DATE: September 12, 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.

The proposed new policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that Board Policy 5131.2 Bullying be adopted 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
(SECOND READING)***
DATE: September 14, 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.

The proposed new policy was presented to the Board of Trustees for first reading on August 23, 2012.

RECOMMENDATION

It is recommended that Board Policy 6170.1 Transitional Kindergarten be adopted 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 program implementation 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*

Policy
approved:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT

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Board Meeting of
September 27, 2012

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: September 27, 2012

SUBJECT: New Board Policy 0520.2: Title I Program Improvement Schools (Second 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.

The policy was presented to the Board of Trustees for first reading on August 23, 2012.

Recommendation:

It is recommended that Board Policy 0520.2 Title I Program Improvement Schools be adopted 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)

TITLE I PROGRAM IMPROVEMENT SCHOOLS

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*

TITLE I PROGRAM IMPROVEMENT SCHOOLS

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>

Policy adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

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

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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"

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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

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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

TITLE I PROGRAM IMPROVEMENT SCHOOLS

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

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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

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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

TITLE I PROGRAM IMPROVEMENT SCHOOLS

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

TITLE I PROGRAM IMPROVEMENT SCHOOLS

the lowest achieving eligible students. (20 USC 6316)

If the number of parents/guardians selecting a particular provider exceeds the capacity of that provider, Superintendent 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 ELEMENTARY SCHOOL DISTRICT

Regulation approved:

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT

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Board Meeting of
September 27, 2012

Memorandum

TO: Marc Ecker, Superintendent

FROM: Julianne Hoefer, Director, Assessment and Accountability

DATE: September 27, 2012

SUBJECT: New Board Policy 0520.3: Title I Program Improvement Districts (Second 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.

The policy was presented to the Board of Trustees for first reading on August 23, 2012.

Recommendation:

It is recommended that Board Policy 0520.3 Title I Program Improvement Districts be adopted 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)

TITLE I PROGRAM IMPROVEMENT DISTRICTS

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

TITLE I PROGRAM IMPROVEMENT DISTRICTS

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>

Policy adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

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

TITLE I PROGRAM IMPROVEMENT DISTRICTS

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

TITLE I PROGRAM IMPROVEMENT DISTRICTS

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
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Curriculum

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Confidential Settlement Agreement

DATE: September 13, 2012 – For Board Meeting on September 27, 2012

BACKGROUND:

It has been agreed upon through a Settlement Agreement between Fountain Valley School District and parents to reimburse parents in the amount not to exceed \$15,000.00 for private services specified in the Settlement Agreement. This Settlement Agreement was signed on September 13, 2013, and is effective through May 31, 2013.

RECOMMENDATION

Approval by the Board of Trustees is recommended to reimburse parents in the amount not to exceed \$15,000.00 for the 2012-2013 school year.

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/12-13 - 13

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: **UNAUDITED ACTUALS FOR FISCAL YEAR ENDING 2011-12**
DATE: August 31, 2012

BACKGROUND

Attached is a five-year financial comparison of the unaudited actuals for the fiscal year ending June 30, 2012 and the 2012-13 budget. The full unaudited actuals report was sent under separate cover. The total fund ending balance is \$4,897,671 of which \$1,642,775 is restricted. The ending balance is \$1,393,967 more than the estimated end of the year actual. The difference in the ending balance is a result of reduced expenditures in the categorical programs, salaries, books & supplies and other services. The Fountain Valley School District has met all of the requirements outlined in AB1200 and reports an undesignated amount of \$1,281,940. All of the District's funds reflect a positive ending balance.

The 2012-13 budget reflects the difference in the projected ending balance. Increase/decrease in revenue and expenditure enhancements affecting the budget will be addressed at the first interim reporting period in December 2012.

RECOMMENDATION

It is recommended that the Board of Trustees approve the unaudited actuals for fiscal year 2011-12 and the adjusted 2012-13 beginning balance.

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FOUNTAIN VALLEY SCHOOL DISTRICT
ADOPTED BUDGET FOR FISCAL YEAR 2012-13

GENERAL FUND

INCOME BY SOURCE		Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Actuals 2010-11	Actuals 2011-12	Budget 2012-13
8011-8095 REVENUE LIMIT SOURCES							
INCOME ACCOUNT NUMBER							
8011	Principal Apportionment-State Aid	14,021,458	13,203,960	9,505,453	11,489,900	12,876,488	12,960,463
8019	Prior Year Adjustment to Rev. Limit	(23,387)		31,991	16,115	-	-
8021	Homeowners' Exemption	157,482	151,064	154,196	158,299	157,645	157,644
8022	Timber Yield Tax		5		-	-	-
8030	Trailer Coach Fees						
8041	Secured Roll Taxes	16,068,209	16,468,053	15,533,714	17,099,287	17,641,256	17,986,064
8042	Unsecured Roll Taxes	701,967	680,210	712,353	729,985	727,776	684,546
8043	Prior Years' Taxes	804,757	665,207	859,217	549,530	410,081	407,242
8044	Supplemental Taxes	821,077	464,367	281,611	282,679	131,769	131,769
8045	Education Revenue Augmentation (ERAF)	(93,399)	239,699	333,953	2,386	(1,256,288)	(1,356,422)
8046	Supplemental Educational Revenue (SERAF)			1,065,089	219,283	-	-
8047	Community Redevelopment Funds	25,501	44,292		53,089	112,718	45,500
8092	Pers Reduction Transfer	300,829	281,826	243,835	146,070	125,606	89,299
8097	Property Taxes Transfer						
TOTAL: REVENUE LIMIT SOURCES		32,784,494	32,198,683	28,721,412	30,746,623	30,927,051	31,106,105

FOUNTAIN VALLEY SCHOOL DISTRICT
ADOPTED BUDGET FOR FISCAL YEAR 2011-12

GENERAL FUND

	Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Actuals 2010-11	Actuals 2011-12	Budget 2012-13
8110-8290 FEDERAL REVENUES						
8160 Chapter I/Chapter II/Migrant						
8181 Special Education Entitlement PL94-142	901,304	981,324	1,369,560	1,370,282	1,158,535	927,587
8182 Federal Preschool Grant PL94-157	100,093	145,122	190,052	223,963	182,671	125,821
8290 Other Federal Revenue	533,972	2,584,240	1,161,580	1,154,164	2,125,827	772,289
TOTAL: Federal Revenues	1,535,369	3,710,686	2,721,192	2,748,409	3,467,034	1,825,677
8311-8590 OTHER STATE REVENUES						
8311 Special Ed Apportionments-Current Year						
8311 Gifted/Talented (GATE)	56,159	47,215	138,343	138,479	138,976	0
8311 Home-to-School Transportation	173,725	152,241				
8311 School Improvement Program						
8311 Economic Impact Aid	313,084	311,912	260,317	336,693	344,270	344,318
8311 Special Education Transportation	329,760	329,760	264,330	265,164	269,746	264,351
8319 Special Ed Apportionments-Prior Year	3,574	(14,145)	8,211		2,004	
8319 Home-to-School Apportionments-Prior Year					231	
8311 Supplemental Instruction Programs	141463	0				
8311 All Other State Apportionments-Prior Year		-1				
8434 Class Size Reduction K-3	1,561,767	1,378,258	996,064	1,250,928	1,465,936	1,250,928
8550 Mandated Costs	2,744			267,395	54,357	
8560 Lottery	859,908	750,163	799,401	844,461	975,582	855,501
8590 Drug/Alcohol/Tobacco Funds	6,919	17,763	5,149	5,499		
8590 School Counseling Program	112,029	97,339			92,080	92,080
8590 Arts and Music Block Grant	101,826	88,507			83,632	83,632
8590 Instructional Materials K-8	423,406	359,579			338,485	338,485
8590 Other Instructional Materials						
8590 Teacher Credentialing Block Grant		82,627			74,999	45,510
8590 Peer Assistant Review		0			22,198	22,198
8590 Professional Development Block Grant	229,426	193,220			182,460	182,460
8590 School & Library Improvement Block Grant	774,506	652,244			615,923	615,923
8590 Targeted Instructional Improvement Block Grant	407,408	342,956			323,861	431,814
8590 Educational Technology Assistance Grants						
8590 Beginning Teacher Support						
8590 All Other State Revenue	400,985	455,018	1,981,095	2,086,479	361,557	369,089
TOTAL: Other State Revenues	5,898,689	5,244,656	4,452,910	5,195,098	5,346,296	4,896,289
8615-8793 OTHER LOCAL REVENUES						
8625 Community Redevelopment Fund						
8631 Sale of Equipment/Supplies	227	0			30	
8650 Leases/Rentals	82,406	4,313	5,455	56,425	113,980	114,110
8660 Interest	305,655	207,295	66,254	45,644	31,559	35,000
8662 Gains/Loss on Investments				(8,199)	663	
8675 Transportation Services	41,007	46,893	38,740	42,357	39,854	35,000
8677 Interagency Revenues Fees	91,409	92,652	83,900	83,268	8,462	41,862
8689 All Other Fees/Contracts	176,559	399,612	408,930	321,999	215,195	96,100
8699 Other Local Income	1,302,239	1,566,872	1,657,246	1,514,429	1,488,865	808,989
8791 Special Education	3,062,639	3,172,478	3,102,671	3,374,847	3,207,753	3,229,550
8793 All Other Transfers in From JPA						
TOTAL: Other Local Revenues	5,062,141	5,490,115	5,363,196	5,430,770	5,106,360	4,360,621
REVENUE TOTAL	45,280,693	46,644,140	41,258,710	44,120,900	44,846,741	42,188,692

FOUNTAIN VALLEY SCHOOL DISTRICT
ADOPTED BUDGET FOR FISCAL YEAR 2011-12

GENERAL FUND		Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Actuals 2010-11	Actuals 2011-12	Budget 2012-13
<u>8910-8929 INTERFUND TRANSFERS IN</u>							
	8912 IFT-IN Fr Special Reserve Fund	4,630,366	3,778,663	3,309,037	179,379	2,000,049	2,309,701
	8919 Other Authorized Interfund Transfers In				1,030,246	32,197	0
TOTAL: Revenue and Transfers In		49,911,059	50,422,803	44,567,747	45,330,525	46,878,987	44,498,393
BEGINNING BALANCE							
Audit Adjustment							
TOTAL RESOURCES AVAILABLE		53,966,432	54,310,809	49,820,010	48,984,034	50,990,575	49,396,065
EXPENDITURES							
<u>1000 Certificated Salaries</u>							
	1100 Teachers	21,689,039	21,238,680	19,533,077	18,865,451	19,315,885	18,902,941
	1200 Principals/Assistant Principals	939,770	913,432	884,396	868,012	951,247	940,462
	1300 Supervisors	2,633,606	2,625,551	2,640,217	2,716,267	2,664,950	2,541,154
	1900 Other Certificated Salaries	308,657	132,094	119,588	2,738	6,500	4,000
	Subtotal	25,571,072	24,909,757	23,177,278	22,452,468	22,938,582	22,388,557
<u>2000 Classified Salaries</u>							
	2100 Instructional Aides	3,125,487	3,058,346	2,948,918	2,947,595	2,995,262	2,887,390
	2200 Classified Support	3,349,161	3,148,809	2,889,183	2,803,287	2,832,463	2,761,395
	2300 Classified Supervisors' and Administrators	788,656	846,854	843,855	812,352	834,363	815,023
	2400 Clerical, Technical and Office	2,469,836	2,369,039	2,302,730	2,201,468	2,097,101	2,190,706
	2900 Other Classified Salaries	339,074	354,243	335,938	361,062	340,569	307,644
	Subtotal	10,072,254	9,777,291	9,320,624	9,125,764	9,099,758	8,962,158
<u>3000 Employee Benefits</u>							
	3100 State Teachers' Retirement System (STRS)	2,093,538	2,034,360	1,884,074	1,841,403	1,896,870	1,844,753
	3200 Public Employees' Retirement System (PERS)	813,581	812,368	809,706	839,193	880,950	916,772
	3300 QASDI/Medicare	954,745	967,531	940,937	921,550	937,994	945,247
	3400 Health & Welfare	3,206,495	3,291,861	3,117,468	3,055,729	3,067,860	3,212,767
	3500 State Unemployment Insurance	20,222	101,788	98,648	229,008	498,695	341,158
	3600 Workers' Compensation Insurance	667,062	651,816	611,293	593,683	641,152	613,486
	3700 Retiree Benefits	580,002	655,960	711,682	661,410	564,901	561,834
	3800 PERS Reduction	249,589	228,327	194,671	111,529	95,628	62,592
	3900 Other Fringe Benefits	71,454	99,637	125,437	12,718	97,109	87,720
	Subtotal	8,656,688	8,843,648	8,493,916	8,266,223	8,681,159	8,586,329
<u>4000 Books & Supplies</u>							
	4100 Textbooks	255,681	648,650	221,524	226,609	301,972	567,142
	4200 Other Books	20,598	23,048	29,921	1,011	6,115	1,280
	4300 Instructional Material & Supplies	953,846	938,434	937,648	817,787	779,976	724,567
	4400 Noncapitalization Equipment	476,920	334,115	410,553	340,488	327,545	101,033
	Subtotal	1,707,045	1,944,247	1,599,646	1,385,895	1,415,608	1,394,022

FOUNTAIN VALLEY SCHOOL DISTRICT
ADOPTED BUDGET FOR FISCAL YEAR 2011-12

GENERAL FUND

	Actuals 2007-08	Actuals 2008-09	Actuals 2009-10	Actuals 2010-11	Actuals 2011-12	Budget 2012-13
5000 Services & Other Operating Expenses						
5100 Instructional Consultants/Lecturers						
5200 Travel/Conference	122,297	97,554	46,259	57,180	88,409	65,735
5300 Dues/Memberships	41,652	42,037	36,913	18,940	26,765	19,175
5400 Insurance	262,241	237,797	239,511	231,331	240,136	254,578
5500 Utilities/Housekeeping	915,174	824,467	805,945	880,219	943,681	906,222
5600 Rentals/Leases/Repairs	553,260	585,825	580,952	581,396	553,486	555,715
5750 Direct Costs for Interfund Services	(13,218)	(9,910)	(11,860)	(10,794)	(8,560)	(11,902)
5800 Other Services & Operating Expenses	1,449,096	1,261,135	1,174,044	1,253,540	1,514,511	1,731,488
5900 Communications	206,669	153,497	163,637	162,978	152,392	170,928
Subtotal	3,537,171	3,192,402	3,035,401	3,174,790	3,510,820	3,691,939
6000 Capital Outlay						
6100 Sites & Improvements of Sites	66,636	4,151	30,549	21,291	43,426	41,217
6200 Buildings & Improvements of Buildings	2,347	16,275	16,210	8,454	25,955	33,000
6400 Equipment	135,786	39,462	27,343	28,697	52,814	900
6500 Replacement of Equipment	16,772	31,770				
Subtotal	221,541	91,658	74,102	58,442	122,195	75,117
SUBTOTAL: Expenditures	49,765,771	48,759,003	45,700,967	44,463,582	45,768,122	45,098,122
7000 Other Outgo						
7100 Tuition						
7141 Tuition, Excess Costs & or Deficit Payments	365,240	330,168	550,708	448,536	313,410	135,023
7142 Payments to County Office			8,091	26,133	61,410	62,060
7350 Interfund Transfers of Support Costs	(80,160)	(77,793)	(101,946)	(93,607)	(102,868)	(116,292)
7439 Other Debt Service	27,575	47,168	8,661	27,802	52,830	30,956
7612 To: Special Reserve Other Fund						
7615 Interfund Transfer to Deferred Maintenance	-	0	0	0	0	0
7619 Other Authorized Interfund Transfers out						
Subtotal	312,655	299,543	465,534	408,864	324,781	111,747
TOTAL EXPENDITURES AND OTHER OUTGO	50,078,426	49,058,546	46,166,501	44,872,446	46,092,904	45,209,869
ENDING BALANCE	3,888,006	5,252,263	3,653,509	4,111,588	4,897,672	4,186,196

FOUNTAIN VALLEY SCHOOL DISTRICT
2011-12
UNAUDITED ACTUALS

SUMMARY OF FUNDS

	GENERAL Form 01	CHILD DEVELOPMENT Form 12	CAFETERIA Form 13	DEFERRED MAINTENANCE Form 14	SPECIAL RESERVE OTHER Form 17	CAPITAL FACILITIES Form 25	County School Facilities Form 35	SPECIAL RESERVE Form 40	Workers' Comp Form 6768	Health/Welfare Form 6769	TOTAL
Beginning Balance	4,111,588	835,509	273,176	32,066	0	408,041	46	22,454,444	162,082	396,155	28,673,106
Revenue/Transfers In	46,878,987	1,986,613	1,225,980	186	49	142,175	36	14,799,512	693,419	4,508,568	70,235,526
Expenditures/ Transfers Out	46,092,904	2,014,959	1,085,414	32,225	49	9,073	62	13,565,043	718,182	4,417,380	67,935,312
Ending Balance	4,897,671	807,163	413,742	27	0	541,142	0	23,688,913	137,319	487,344	30,973,320

Fountain Valley School District
BUSINESS SERVICES DIVISION

M E M O R A N D U M
D/FS 12-13 - 12

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
DATE: September 12, 2012
SUBJECT: **MANDATE BLOCK GRANT**

BACKGROUND

Senate Bill (SB) 1016 established a new Mandate Block Grant program to begin with fiscal year 2012-13. The Block Grant allows for \$28 per ADA for Elementary School Districts. These funds are to be unrestricted. Currently, \$166,609,000 of funding has been included in the 2012/13 State budget for the new Block Grant. School Districts may receive funding through the long-standing claims reimbursement process or through the new Mandate Block Grant. The attached analysis compares funding levels for each method over the past several years had the Block Grant been available.

RECOMMENDATION

Based on historic data, the \$28 per ADA Block Grant yields greater mandate reimbursements than filing individual claims and this trend is expected to continue. It is recommended that the Fountain Valley School District elect Block Grant funding effective for the 2012/13 fiscal year and authorize the Superintendent or his designee to sign all documents.

Mandated Costs Reimbursement Analysis Fountain Valley School District

Option (1) Block Grant

- \$28 per ADA

- More certainty for budgeting

- Dedicated funds in budget

<i>Year</i>	<i>ADA</i>	<i>\$ Per ADA</i>	<i>Total</i>
2008/2009	6,009	28	168,249
2009/2010	6,017	28	168,474
2010/2011	6,137	28	171,824
2011/12	6,188	28	173,253

Option (2) Filing of Individual Claims

- Requires contracting consultants

- More labor intensive for staff at all levels

<i>Year</i>	<i>Filed</i>	<i>Consulting Expense</i>	<i>Net Reimbursement</i>
2008/2009	172,199	14,700	157,499
2009/2010	122,366	15,610	106,756
2010/2011	100,633	13,870	86,763
2011/2012	131,733	22,720	109,013

{a}

{a} 2011/12 claims totals not yet available. Used average of prior years.

Comparison

	<i>Option (1)</i>	<i>Option (2)</i>
2008/2009	168,249	157,499
2009/2010	168,474	106,756
2010/2011	171,824	86,763
2011/2012	173,253	109,013
	681,801	460,031

**Letter of Intent to Receive Mandate Block Grant Funding
For Local Educational Agencies (LEAs)**

Due: October 1, 2012

CDS Code (County-District)	30-66498-0000000	Charter Number (if applicable)	
Name of LEA	Fountain Valley Elementary		

As the authorized representative of the above applicant entity, I am submitting this letter of intent to participate in the 2012–13 Mandate Block Grant (MBG) funding pursuant to *Government Code (GC)* Section 17581.6(d). Funding provided by the 2012–13 MBG is to support the mandated programs listed at <http://www.cde.ca.gov/fq/fo/r14/mandatebg12rfa.asp>. For county offices of education and school districts, funding distributed pursuant to this section is in lieu of receiving mandate cost reimbursement (GC Section 19760).

Signature of Authorized Representative of LEA		Date
		09/11/2012
Name of Authorized Representative of LEA		
Marc Ecker Ph.D.		
Title of Authorized Representative of LEA		
Superintendent		
Phone Number	Email address	
714-843-3255	eckerm@fvsd.us	

Completed Letter of Intent should be submitted by October 1, 2012 as follows:

Electronically: E-mail the scanned document in pdf format to : mandate@cde.ca.gov.

Fax: 916-327-4873 - Attention: Mandates

Mail: California Department of Education
School Fiscal Services Division - Mandates
1430 N Street, Suite 3800
Sacramento, CA 95814

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 93

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: September 4, 2012
SUBJECT: **APPROVE ATTENDANCE OF STUDENTS FROM VISTA UNIFIED
SCHOOL DISTRICT**

BACKGROUND

Section 46616(a) of the Education Code states the attendance of students from respective school districts are to be honored for a five (5) year period. At the March 10, 2011 meeting, the governing board of the Fountain Valley School adopted the suggested guidelines set forth by OCDE, requiring students to comply with an annual renewal process.

This agreement is limited to students eligible to attend regular classes in grade levels kindergarten through eighth grade and does not include providing transportation.

Students must obtain inter-district transfer requests each school year, however Board approved agreements between the districts will be effective for five (5) years.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Inter-district Attendance Agreement between Vista Unified School District of San Diego County and the Fountain Valley School District and authorize the Superintendent or his designee to sign all documents.

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S 12-13 – 92

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Service
SUBJECT: **APPROVAL OF CONTINUATION IN K-3 CLASS SIZE REDUCTION
PROGRAM FOR 2012-13**
DATE: August 21, 2012

BACKGROUND

California Education Code (*EC*) sections 52120, et. seq., established the Class Size Reduction Program (CSR) for the purpose of allowing school districts that maintain any grades kindergarten through 3 to receive additional funding from the State of California. Senate Bill 4 of the Third Extraordinary Session, Chapter 12, Statutes of 2009, added *EC* Section 52124.3, which limited - for the four-year period from 2008-09 through 2011-12 - any funding to local agencies to grade levels applied for in 2008-09. The restricted funding and timeframe have now expired and funding for 2012-13 will be based on actual enrollment.

IMPACT

Final funding will be based upon actual numbers of participants in 2012-13.

RECOMMENDATION

It is recommended that the Board of Trustees approve participation in the Class Size Reduction Program and Certification for 2012-13.

cl

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members

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

Date: September 17, 2012

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

Board Meeting Date: September 27, 2012

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
192103-2034	Devereux Florida	82,490.00	2012-07-01 to 2013-06-30

Approved by the FVSD Board of Trustees
September 27, 2012

Marc Ecker, Ph.D.
Superintendent

2012/2013

HBUHSD Contract No.

2034

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

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 27th of September, 2012 between the
Fountain Valley School District, County of Orange and Devereux Florida for
 (Local Education Agency) (Nonpublic School or Agency)
192103-2034 born on _____, who is a resident of Fountain Valley School District of
 (Name of Student) (Date of Birth) (Local Education Agency)
 Orange County.

ORIGINAL CONTRACT - 2012-07-01 to 2013-06-30

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
0. Basic Education Program	NPS	1 Day	125.00	200.00	25,000.00
1. Transportation (public carrier)	NPS	0	0.00	0.00	4,000.00
2. Room & Board	NPS	1 Day	215.00	365.00	78,475.00
TOTAL ORIGINAL CONTRACT COST					107,475.00

ADDENDUM CONTRACT - 2012-07-01 to 2013-06-30

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
3. Residential Mental Health Services	NPS	1 Day	226.00	365.00	82,490.00
TOTAL ADDENDUM CONTRACT COST					82,490.00

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
0. Basic Education Program	NPS	1 Day	125.00	200.00	25,000.00
1. Transportation (public carrier)	NPS	0	0.00	0.00	4,000.00
2. Room & Board	NPS	1 Day	215.00	365.00	78,475.00
3. Residential Mental Health Services	NPS	1 Day	226.00	365.00	82,490.00
TOTAL AMENDED CONTRACT COST					189,965.00

This AMENDED Service shall begin on 2012-07-01 and shall terminate at 5:00 p.m. on 2013-06-30 unless sooner terminated as provided herein.

-CONTRACTOR-**-DISTRICT-**Devereux Florida

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

Date

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

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

Date: September 17, 2012

Subject: **Non-Public Agency Contracts**

Board Meeting Date: September 27, 2012

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
424423-2120	Sylvia Mende, Psy.D.	25,000.00	July 01, 2012 to June 30, 2013
208815-2117	Sage Behavior Services, Inc.	1,180.00	August 01, 2012 to August 31, 2012

Approved by the FVSD Board of Trustees
September 27, 2012

Marc Ecker, Ph.D.
Superintendent

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION
CONFIDENTIAL MEMO

To: FVSD Board Members

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

Date: September 17, 2012

Subject: **Non-Public School Contracts**

Board Meeting Date: September 27, 2012

Under current consortium budget agreements, any unfunded cost of NPS/NPA placement is a cost to the general fund of the resident district. It is recommended that the following non-public school/agency contract/addendum be approved and that the West Orange County Consortium for Special Education be authorized to receive invoices and process payment.

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
191474-2118	Speech & Language Development Center	3,659.50	July 01, 2012 to August 31, 2012
214262-2119	Mardan Center of Educational Therapy	30,960.00	September 06, 2012 to June 30, 2013

Approved by the FVSD Board of Trustees
September 27, 2012

Marc Ecker, Ph.D.
Superintendent

2012/2013

HBUHSD Contract No.

2120

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Date: 09-17-12 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Sylvia Mende, Psy.D.

Pupil Name: 424423-2120 DOB :
Last, First Middle :

Address: Street

Sex: Grade: Residential Setting (Indicate Home, Foster, JCS or LCI): Home
(K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: Home Phn: Cell Phn:
Address: Street City Zip

CONTRACT TERMS:

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

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

Number of days x Per Diem TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES /RELATED SERVICES :

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior/Autism Consultation/Supervision	PS	60.00 Minutes	100.00	250.00	25,000.00

Maximum Total Related Services Costs (B) 25,000.00

Maximum Total Basic Education and Related Services Costs (A + B)

Maximum Per Diem for Basic Education

2012/2013

HBUHSD Contract No.

2120

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary):

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

This contract is effective on: July 01, 2012

and terminates on 5:00 p.m. on: June 30, 2013

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Sylvia Mende, Psy.D.

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

P.O. Box 3315, Rancho Sante Fe, CA 92067

(Address)

858-245-9706

(Telephone Number)

858-759-5026

(FAX Number)

563-49-5218

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

2012/2013

HBUHSD Contract No.

2117

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Date: 09-17-12 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Sage Behavior Services, Inc.

Pupil Name: 208815-2117 DOB :
Last, First Middle :

Address: Street

Sex: Grade: Residential Setting (Indicate Home, Foster, JCS or LCI): Home
(K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian:	Home Phn:	Cell Phn:
Address:	City	Zip
Street		

CONTRACT TERMS:

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

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

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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B. DESIGNATED INSTRUCTION AND SERVICES /RELATED SERVICES :

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention - Tutor	NPA	1.00 Minutes	60.00	16.00	960.00
16 hrs					
2. Behavior Intervention - Supervision	NPA	1.00 Minutes	110.00	2.00	220.00
2hrs fm					

Maximum Total Related Services Costs (B) 1,180.00

Maximum Total Basic Education and Related Services Costs (A + B)

Maximum Per Diem for Basic Education

2012/2013

HBUHSD Contract No.

2117

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary):

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

This contract is effective on: August 01, 2012

and terminates on 5:00 p.m. on: August 31, 2012

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Sage Behavior Services, Inc.

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

1400 N. Harbor Blvd., Ste. #130-124, Fullerton, CA 92835

(Address)

714-773-0077

(Telephone Number)

714-773-0067

(FAX Number)

26-3240414

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

2012/2013

HBUHSD Contract No.

2118

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Date: 09-17-12 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Speech & Language Development Center

Pupil Name: 191474-2118 DOB :
Last, First Middle :

Address: Street

Sex: Grade: Residential Setting (Indicate Home, Foster, JCS or LCI): Home
(K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: Home Phn: Cell Phn:
Address: Street City Zip

CONTRACT TERMS:

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

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

Number of days 24 x Per Diem 135.50 TOTAL BASIC EDUCATION COSTS 3,252.00

B. DESIGNATED INSTRUCTION AND SERVICES /RELATED SERVICES :

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Language/Speech Therapy/Individual	NPS	60.00 Minutes	81.50	3.00	203.75
1x30min/wk ESY Only					
2. Language/Speech Therapy/Group	NPS	60.00 Minutes	81.50	3.00	203.75
1x30min/wk ESY Only					

Maximum Total Related Services Costs (B) 407.50

Maximum Total Basic Education and Related Services Costs (A + B) 3,659.50

Maximum Per Diem for Basic Education 135.50

2012/2013

HBUHSD Contract No.

2118

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary):

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

This contract is effective on: July 01, 2012

and terminates on 5:00 p.m. on: August 31, 2012

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Speech & Language Development Center

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

8699 Holder, Buena Park, CA 90620

(Address)

714-821-3620

(Telephone Number)

714-821-5683

(FAX Number)

95-2162129

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

2012/2013

HBUHSD Contract No.

2119

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Date: 09-17-12 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Mardan Center of Educational Therapy

Pupil Name: 214262-2119 DOB :
Last, First Middle :

Address: Street

Sex: Grade: Residential Setting (Indicate Home, Foster, JCS or LCI): Home
(K - 8 or 9 - 12) If LCI, indicate number:

Parent/Guardian: Home Phn: Cell Phn:
Address: Street City Zip

CONTRACT TERMS:

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

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

Number of days 180 x Per Diem 172.00 TOTAL BASIC EDUCATION COSTS 30,960.00

B. DESIGNATED INSTRUCTION AND SERVICES /RELATED SERVICES :

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
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Maximum Total Related Services Costs (B) 0.00

Maximum Total Basic Education and Related Services Costs (A + B) 30,960.00

Maximum Per Diem for Basic Education 172.00

2012/2013

HBUHSD Contract No.

2119

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC , NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary):

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

This contract is effective on: September 06, 2012

and terminates on 5:00 p.m. on: June 30, 2013

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Mardan Center of Educational Therapy

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

1 Osborn, Irvine, CA 92604

(Address)

949-733-1500

(Telephone Number)

949-733-9234

(FAX Number)

95-2547940

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of September, 20 12, by and between Sylvia Mende, Psy.D. hereinafter referred to as "Independent Contractor" and Huntington Beach City School District, hereinafter referred to as "District".

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and

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

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide Behavioral/Autism Consultation and Supervision services to student with SEISID 424423.

2. The Independent Contractor will commence providing services under this AGREEMENT on July 1 20 12, and will diligently perform as required and complete performance by June 30 20 13. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.
3. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.
4. The District shall pay the Independent Contractor **A total not to exceed \$25,000 at \$140.00/hour for Behavioral/Autism Consultation and Supervision and \$150.00 Round Trip for Drive Time** for services pursuant to this AGREEMENT Payment shall be made **upon receipt of an invoice**. Independent Contractor shall submit an invoice to the District 30 days in advance of each payment due date.
5. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.
6. Independent Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.
- (a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.
- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOFF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

Signature

Sylvia Mende, Psy.D.

Printed Name

P.O. Box 3315

Address

Rancho Santa Fe, CA 92067

City, State, Zip

858-245-9706

Phone No.

858-759-5026

FAX No.

563-49-5218

Federal ID for business/Social Security No. for individuals

Date

SylviaMende_Contract

HUNTINGTON BEACH CITY SCHOOL DISTRICT

Signature

Marc Ecker, Ph.D.

Superintendent

10055 Slater Avenue

Fountain Valley, CA 92708

Date

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

INDEPENDENT EDUCATIONAL EVALUATIONS

Definitions and Procedures

“Independent Educational Evaluation (IEE)” means an evaluation conducted by a qualified examiner who is not employed by the District.

“Public Expense” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCE IEE Definitions and Procedures, IEE

Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent's time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District's assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.

IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;

3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCSE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCSE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.

WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

INDEPENDENT EDUCATIONAL EVALUATIONS

Criteria

IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

MINIMUM QUALIFICATIONS FOR EVALUATORS:

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test–Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System–Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®—Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADS-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis–Kaplan Executive Function System (D–KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS–2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS–2), Test of Gross Motor Development, Second Edition (TGMD–2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children's Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale & Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Credentialed or Licensed Speech/Language Pathologist
Visual Processing	Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test	School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist
Visual-Motor Integration	Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)	School Psychologist, Licensed Educational Psychologist
Vocational WOCCSE IEE Criteria Revised June 2011	Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey	Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist

Contract Year: 2012/2013

HBUHSD Contract No: 2120 Appendix B

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2117

Please refer to this number on all correspondence, invoices, etc.
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**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 27th day of September, 2012, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Sage Behavior Services, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and the LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2012 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Re-negotiation of the rate schedule for related services for the subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2013.

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

This Master Contract includes the LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

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

9. MAINTENANCE OF RECORDS

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

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sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the

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District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

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

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22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

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

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

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23. INSTRUCTIONAL MINUTES

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. CONTRACTOR agrees to provide all the information in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special

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education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT/DISCRIMINATION

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

56. REPORTING OF MISSING CHILDREN

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

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staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures, and will be governed by all applicable federal and state laws.

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

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in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the LEA) at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to

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the LEA, provide assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

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

63. DEPARTMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Sage Behavior Services, Inc.

Fountain Valley School District

Nonpublic School/Agency

By: _____

Signature

Date

By: _____

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title
Nonpublic School/Agency/Related Service Provider	Patrick J Middleton, Fiscal and MIS Manager
Address	LEA WOCCSE / Huntington Beach Union High School District
City State Zip	Address 5832 Bolsa Avenue
Phone Fax	City State Zip Huntington Beach, CA 92649
Email	Phone Fax 714.903.7000 ext 4615 714.372.8109
	Email pmiddleton@hbuhd.org

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

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Sage Behavior Services, Inc. **CONTRACT YEAR** 2012-2013 .
(NONPUBLIC SCHOOL OR AGENCY)

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

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ _____	_____ Day

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

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additonal Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- ☐ All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
- ☐ All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
- ☐ All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

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**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 27th day of September, 2012, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Mardan Center of Educational Therapy (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless CONTRACTOR and the LEA specifically agree, in writing, that a policy or policies, or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to the provision of special education and/or related services, facilities for individuals with exceptional needs, LEA student enrollment and transfer, LEA student inactive status, corporal punishment, student discipline, and positive behavior interventions).

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2012 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Re-negotiation of the rate schedule for related services for the subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2013.

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

This Master Contract includes the LEA Procedures and each Individual Services Agreement which are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing, the LEA may modify the LEA procedures from time to time without the consent of CONTRACTOR.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.
- e. The term “license” means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

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- f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee.

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

9. MAINTENANCE OF RECORDS

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

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sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

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terminate the Master Contract, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

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

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

- \$1,000,000 per occurrence
- \$ 100,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance for all owned scheduled, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

19. CONFLICTS OF INTEREST

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

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the

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District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility as specified in the LEA Procedures.

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

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22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

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

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

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23. INSTRUCTIONAL MINUTES

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

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

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

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

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

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract. CONTRACTOR agrees to provide all the information in the format required by the LEA.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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

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

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Title 5 of the California Code of Regulations sections 3001(c)-(f) and 3052(l)(1-8) regarding positive behavior interventions including, but not limited to: the completion of functional analysis assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; and emergency interventions. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 Regulation, 3064 and 3065. Such requirements will be provided in writing to the behavior intervention agency prior to entering into any contract for services. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. Behavior intervention agencies shall provide the LEA with all training protocols for behavior intervention staff employed by a nonpublic agency who do not possess a license, credential or recognized certification as part of their Master Contract application. Behavior intervention nonpublic agencies shall provide certification that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

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CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a “behavior intervention case manager” as that term is defined in Title 5 of the California Code of Regulations section 3001(e). CONTRACTOR shall maintain a written policy in compliance with Title 5 of the California Code of Regulations section 3052(i) and (k) regarding emergency interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student’s face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a short term emergency intervention by CONTRACTOR’s trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of individual; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to California Code of Regulations 3052(l) (1-8).

31. STUDENT DISCIPLINE

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

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student’s IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special

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education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request and/or pursuant to LEA policy and procedures.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine through twelve inclusive. CONTRACTOR shall submit all transcripts on LEA approved forms to the LEA student's school of residence, for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of LEA students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

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38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

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

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than three (3) calendar days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes.

48. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

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shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT/DISCRIMINATION

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

56. REPORTING OF MISSING CHILDREN

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

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staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing, as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and in compliance with the LEA Procedures, and will be governed by all applicable federal and state laws.

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

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in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c)(2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices (to be specified by the LEA) at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to

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the LEA, provide assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

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

63. DEPARTMENT CERTIFICATION

By signing this agreement, CONTRACTOR certifies that:

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

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2012 and terminates at 5:00 P.M. on June 30, 2013, unless sooner terminated as provide herein.

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CONTRACTOR,

LEA,

Mardan Center of Educational Therapy

Fountain Valley School District

Nonpublic School/Agency

By: _____

Signature

Date

By: _____

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCSE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhdsd.org

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

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Mardan Center of Educational Therapy **CONTRACT YEAR** 2012-2013 .
(NONPUBLIC SCHOOL OR AGENCY)

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

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

	Rate	Period
A. <u>Basic Education Program/Special Edu</u>		
Basic Education Program	\$ <u>172.00</u>	<u>1</u> Day

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

B. <u>Related Services</u>		
(001.1) a. Transportation - Round Trip	\$ _____	_____ Minutes
(001.2) b. Transportation - One Way	\$ _____	_____ Minutes
(001.3) c. Public Transportation	\$ _____	_____ Minutes
(002.1) a. Educational Counseling - Individual	\$ _____	_____ Minutes
(002.2) b. Educational Counseling - Group	\$ _____	_____ Minutes
(002.3) c. Counseling - Parent	\$ _____	_____ Minutes
(003.1) a. Adapted Physical Education - Individual	\$ _____	_____ Minutes
(003.2) b. Adapted Physical Education - Group	\$ _____	_____ Minutes
(004.1) a. Language and Speech Therapy - Individual	\$ _____	_____ Minutes
(004.2) b. Language and Speech Therapy - Group	\$ _____	_____ Minutes
(004.3) c. Language and Speech Therapy - Per Diem	\$ _____	_____ Minutes
(004.4) d. Language and Speech Therapy - Consultation Rate	\$ _____	_____ Minutes
(005.1) a. Additonal Classroom Aide - Individual	\$ _____	_____ Minutes
(005.2) b. Additional Instructional Assistant - Group	\$ _____	_____ Minutes
(006) Intensive Special Education Instruction	\$ _____	_____ Minutes
(007.1) a. Occupational Therapy - Individual	\$ _____	_____ Minutes
(007.2) b. Occupational Therapy - Group	\$ _____	_____ Minutes
(007.3) c. Occupational Therapy - Consultation Rate	\$ _____	_____ Minutes
(008.1) a. Physical Therapy - Individual	\$ _____	_____ Minutes
(008.2) b. Physical Therapy - Group	\$ _____	_____ Minutes
(008.3) c. Physical Therapy - Consultation Rate	\$ _____	_____ Minutes
(009.1) a. Behavior Intervention	\$ _____	_____ Minutes
(009.2) b. Behavior Intevention - Supervision	\$ _____	_____ Minutes
(010) Nursing Services	\$ _____	_____ Minutes
(011) Residential Board and Care	\$ _____	_____ Day
(012) Residential Mental Health Services	\$ _____	_____ Day

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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- ☐ All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
- ☐ All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
- ☐ All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____