



Fountain Valley School District

BOARD OF TRUSTEES
REGULAR MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

November 15, 2012

- CALL TO ORDER: 6:00PM
- 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.
- 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.
- Negotiations: *Government Code 54957.6*
Update and review of negotiations with the FVEA and CSEA Bargaining Units with the Board's designated representative, Cathie Abdel.
- PLEDGE OF ALLEGIANCE

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.

SPECIAL PRESENTATIONS**1. RECOGNITION OF TRUSTEE CHRISTINE ALLCORN**

In appreciation of her more than eight years of service to the Fountain Valley School District and in recognition of the great impact she has had on the Fountain Valley School District and its students, the Board of Trustees will honor and thank Trustee Christine Allcorn.

2. RECOGNITION OF ORANGE COUNTY TEACHER OF THE YEAR, JOHN “H” WOOD

In celebration of his honor as Orange County Teacher of the Year and in recognition of his impact on the students of Talbert Middle School and the entire Fountain Valley School District, the Board of Trustees will honor and thank John “H” Wood.

PUBLIC HEARINGS**3. PUBLIC HEARING: CONSIDERATION OF ADOPTION OF RESOLUTION 2013-17 TO IMPOSE LEVEL 1 DEVELOPER FEES**

The Board of Trustees will conduct a public hearing for the purpose of receiving public comment on the adoption of school facilities fees on new development pursuant to Education Code Section 17629 and Government Code Section 65995. Public input is welcome.

4. PUBLIC HEARING: COLLECTIVE BARGAINING AGREEMENT BETWEEN FVSD AND THE FOUNTAIN VALLEY EDUCATION ASSOCIATION (FVEA)

A public hearing shall be held for the purpose of receiving public comment on the tentative agreement between the Fountain Valley School District and the Fountain Valley Education Association. Public input is welcome.

STAFF REPORTS AND PRESENTATIONS**5. DRUG, ALCOHOL AND TOBACCO USE PREVENTION REPORT (WRITTEN ONLY)**

In response to the Board’s interest in gathering additional information, Assistant Superintendent, Instruction, Anne Silavs will present to the Board of Trustees a report of the current drug, alcohol and tobacco use prevention programs in place in the Fountain Valley School District.

BOARD REPORTS AND COMMUNICATIONS

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

PUBLIC COMMENTS

Members of the community and staff are welcome to address the Board of Trustees on any item listed on the Agenda of Business or any other item of specific concern. Speakers are requested to limit their presentation to four minutes unless the time is waived by a majority of the Board Members present. If a member of the audience requests a response to their comments, the Board of Trustees may ask the Superintendent/Staff to respond to them personally or in writing after the meeting, or direct that additional information be provided to the Board on a future agenda.

*** BOARD MEMBERS WHO WISH TO DISCUSS WITH STAFF ANY ITEMS LISTED UNDER LEGISLATIVE SESSION SHOULD INFORM THE BOARD PRESIDENT AT THIS TIME.

LEGISLATIVE SESSION**6. RESOLUTION 2013-18: SEQUESTRATION**

M ____
2nd ____
V ____

The Board of Trustees urges Congress and the Administration to mitigate the across-the-board cuts to education that are scheduled to occur January 2, 2013 and as such, is encouraged to adopt Resolution 2013-18: Sequestration.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopt Resolution 2013-18 Sequestration and authorize the Superintendent or his designee to sign all documents.

7. RESOLUTION 2013-17: LEVEL 1 DEVELOPER FEES

M ____
2nd ____
V ____

The Board of Trustees is requested to consider the adoption of school facilities fees on new development pursuant to Education Code Section 17620 and Government Code Section 65995. The rate is proposed to be \$3.20 per square foot for residential projects and \$0.51 per square foot for commercial/industrial projects. The maximum fees shall be split with the Huntington Beach Union High School District on a 61/39% basis, with Fountain Valley School District retaining 61 percent. The new fees will take effect on January 20, 2013.

Superintendent's Recommendation: It is recommended that the Board of Trustees adopt Resolution 2013-17 to impose Level 1 Developer Fees and authorize the Superintendent or his designee to sign all documents.

8. NEW BOARD POLICY 4112.9/4212.9/4312.9 EMPLOYEE

M ____

NOTIFICATIONS (FIRST READING)2nd ____
V ____

Board Policy 4112.9/4212.9/4312.9 is a new policy that contains a board philosophical statement regarding the importance of clear communications with staff and the circumstances under which employees will be asked to sign an acknowledgment that they have received notifications. AR 4112.9/4212.9/4312.9 has been deleted and replaced with E 4112.9/4212.9/4312.9 listing notifications required by law, categories of employees who must be provided each notification, applicable legal cites and the board policy and/or administrative regulation that addresses the notification requirement.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4112.9/4212.9/4312.9 Employee Notifications be approved for first reading, with necessary changes as indicated by the Board of Trustees.

9. REVISION TO BOARD POLICY 4121 TEMPORARY/SUBSTITUTE PERSONNEL (FIRST READING)M ____
2nd ____
V ____

Board Policy 4121 contains material formerly found in AR 4121 that reflects requirements for board action. The policy also reflects new court decisions which clarify the education code, policies and procedures addressing the status of temporary teachers including establishing the number of temporary teachers to the total number of employees on leave, addressing employees funded through categorical programs and establishing June 30 as the date by which temporary employees must be notified of the district's decision of non-reelection. Regulations also adds requirement to notify substitute employees about their eligibility for the retirement plan and reflects restrictions in the assignment of persons holding emergency substitute teaching permits.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4121 Temporary/Substitute Personnel be approved for first reading, with necessary changes as indicated by the Board of Trustees.

10. NEW BOARD POLICY 4131 STAFF DEVELOPMENT (FIRST READING)M ____
2nd ____
V ____

Board Policy 4131 policy reflects the district's philosophy regarding lifelong learning and ongoing professional development designed to maximize student learning and support certificated staff members and has not been previously adopted.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4131 Staff Development be approved for first reading, with necessary changes as indicated by the Board of Trustees.

11. NEW BOARD POLICY 4131.1 BEGINNING TEACHER SUPPORT/ INDUCTION (FIRST READING)M ____
2nd ____

V ____

Board Policy 4131.1 includes material that reflects the district's Beginning Teacher Support/Induction program mandated by changes in education code and requirements from Commission on Teacher Credentialing and California Department of Education and has not been previously adopted.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4131.1 Beginning Teacher Support/Induction be approved for first reading, with necessary changes as indicated by the Board of Trustees.

12. NEW BOARD POLICY 4312.1 CONTRACTS (FIRST READING)

M ____
2nd ____
V ____

Board Policy 4312.1 includes material that reflects the new law AB 1344 which prohibits the Board from calling a special meeting to consider the salary or other compensation of management employees, prohibits automatic renewal of a contract with a provision for automatic increase that exceeds the cost of living adjustment and requires contracts executed or renewed after January 1, 2012, to contain a provision requiring an employee to reimburse the district in the event he/she is convicted of a crime involving abuse of his/her office or position.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4312.1 Contracts be approved for first reading, with necessary changes as indicated by the Board of Trustees.

13. NEW BOARD POLICY 4119.21/4219.21/4319.21 PROFESSIONAL STANDARDS (FIRST READING)

M ____
2nd ____
V ____

Board Policy 4119.21/4219.21/4319.21 has been updated and reorganized to clarify expectations for appropriate employee conduct and expands the list of prohibited conduct. Material addressing discipline adds the possibility of report to the Commission on Teacher Credentialing (CTC) or referral to law enforcement and provides that an employee who has knowledge of misconduct but fails to report it also may be subject to discipline. In addition, E 4119.21 has been updated to reflect the Code of Ethics of the Education Profession Adopted by the National Education Association.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4119.21/4219.21/4319.21 Professional Standards be approved for first reading, with necessary changes as indicated by the Board of Trustees.

14. NEW BOARD POLICY 4119.41/4219.41/4319.41 EMPLOYEES WITH INFECTIOUS DISEASE (FIRST READING)

M ____
2nd ____
V ____

Board Policy 4119.41/4219.41/4319.41 has been updated to add a philosophical statement, definitions of infectious and communicable infectious disease, legal requirement for job applicants to provide evidence that they are free of

communicable disease prior to beginning employment, new material on disease prevention and on addressing communicable disease outbreaks in the district's emergency preparedness plan, and legal requirement to report communicable infectious disease to the local health officer. In addition reasonable accommodation was revised for consistency with AR 4032 – Reasonable Accommodation.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4119.41/4219.41/4319.41 Employees with Infectious Disease be approved for first reading, with necessary changes as indicated by the Board of Trustees.

15. NEW BOARD POLICY 4222 TEACHER AIDES/PARAPROFESSIONALS (FIRST READING)

M ____
2nd ____
V ____

Board Policy 4222 has been updated to reflect changes in education code and law related to the qualifications for paraprofessionals and paraprofessionals funded by Title 1 programs and to include E 4222.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4222 Teacher Aides/Paraprofessionals be approved for first reading, with necessary changes as indicated by the Board of Trustees.

16. NEW BOARD POLICY 4112.24 TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT (FIRST READING)

M ____
2nd ____
V ____

Board Policy 4112.14 updates our policies to align with the No Child Left Behind Act of 2001 (NCLB), the reauthorization of the Elementary and Secondary Education Act. The policy reflects the district's current practice with regards to "highly qualified" teachers and the HOUSSE methods used to support subject matter competence to ensure the district is in compliance with NCLB.

Superintendent's Recommendation: It is recommended that revisions to Board Policy 4112.24 Teacher Qualifications Under the No Child Left Behind Act be approved for first reading, with necessary changes as indicated by the Board of Trustees.

17. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FVSD AND THE FOUNTAIN VALLEY EDUCATION ASSOCIATION

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 FVEA and FVSD for the 2012-13 and 2012-14 school years.

Superintendent's Recommendation: It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement between Fountain Valley School District and FVEA for the 2012-13 and 2012-14 school years.

18. TENTATIVE AGREEMENT BETWEEN FVSD AND THE FOUNTAIN VALLEY EDUCATION ASSOCIATIONM ____
2nd ____
V ____

On June 14, 2012, the Fountain Valley Education Association and the Fountain Valley School District reached a “Tentative Agreement” on all matters subject to collective bargaining for the contract year July 1, 2011 through June 30, 2012. On October 3, 2012, the Association notified the District that their members have ratified changes to the collective bargaining agreement. With the Fountain Valley School District’s Board of Trustee’s ratification, these language changes become part of the 2012-2013 Certificated Agreement.

Superintendent's Recommendation: It is recommended that the Board of Trustees approve this tentative agreement dated June 14, 2012.

19. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESSM ____
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

- 19-A.** Board Meeting Minutes from October 18th board meeting
- 19-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 19-C.** Donations
- 19-D.** Warrants
- 19-E.** Purchase Order Listing
- 19-F.** Budget Adjustments

Consent Items**19-G. BOARD POLICY 1312.3 UNIFORM COMPLAINT PROCEDURES (SECOND READING AND ADOPTION)**

Superintendent’s Comments: It is recommended that Board Policy 1312.3 Uniform Complaint Procedures be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

19-H. BOARD POLICY 4030 NONDISCRIMINATION IN EMPLOYMENT (SECOND READING AND ADOPTION)

Superintendent’s Comments: It is recommended that Board Policy 4030 Nondiscrimination in Employment be approved for second reading and adoption,

with necessary changes as indicated by the Board of Trustees.

19-I. BOARD POLICY 4111 RECRUITMENT AND SELECTION (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4111 Recruitment and Selection be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

19-J. BOARD POLICY 4112.6/4212.6/4312.6 PERSONNEL RECORDS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4112.6/4212.6/4312.6 Personnel Records be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

19-K. BOARD POLICY 4119.1/4219.1/4319.1 CIVIL AND LEGAL RIGHTS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4119.1/4219.1/4319.1 Civil and Legal Rights be approved for second reading and adoption, with necessary changes as indicated by the Board of Trustees.

19-L. SISTER SCHOOL PARTNERSHIP AGREEMENT BETWEEN XI'AN HI-TECH ZONE INTERNATIONAL SCHOOL AND HISAMATSU TAMURA SCHOOL

Superintendent's Comments: It is recommended that the Board of Trustees approve the sister school partnership between Xi'an Hi-tech Zone International School and Tamura.

19-M. EARLY CHILDHOOD EDUCATION SCHOOL READINESS INITIATIVE GRANT AGREEMENT NUMBER 38803 BETWEEN THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND THE FVSD

Superintendent's Comments: It is recommended that the Board of Trustees approve Grant Agreement #38803, for the period July 1, 2012 through June 30, 2013 between the Orange County Superintendent of Schools and Fountain Valley School District.

19-N. NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

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

19-O. NON-PUBLIC SCHOOL REVISED MASTER CONTRACTS

Superintendent's Comments: It is recommended that the Board of Trustees approve the Revised Master Contracts as attached.

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

The annual organizational meeting of the Fountain Valley School District Board of Trustees is on Thursday, December 13, 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.

Board meeting of November 15, 2012

SO 2012-13/B13-17
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: **Recognition of Trustee Christine Allcorn**
DATE: November 8, 2012

Background:

In appreciation of her more than eight years of service to the Fountain Valley School District and in recognition of the great impact she has had on the Fountain Valley School District and its students, the Board of Trustees will honor and thank Trustee Christine Allcorn.

Board meeting of November 15, 2012

SO 2012-13/B13-18
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: **Recognition of Orange County Teacher of the Year, John "H" Wood**
DATE: November 8, 2012

Background:

In celebration of his honor as Orange County Teacher of the Year and in recognition of his impact on the students of Talbert Middle School and the entire Fountain Valley School District, the Board of Trustees will honor and thank John "H" Wood.

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 95

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: October 25, 2012
SUBJECT: **PUBLIC HEARING – CONSIDERATION OF ADOPTION OF
RESOLUTION 2013-17 TO IMPOSE LEVEL 1 DEVELOPER FEES**

BACKGROUND

The State Allocation Board (SAB), at its January 25, 2012 meeting, authorized school districts to impose Level 1 developer fees to a maximum of \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction. The District has an agreement with the Huntington Beach Union High School District to split the fee on a 61/39% basis, with the District retaining 61 percent.

A Public Hearing must be held to consider the adoption of school facilities fees on new development pursuant to Education Code Section 17629 and Government Code Section 65995. Copies of the Resolution are available for review during normal business hours at the District office. Based on 61 percent of the maximum fees allowable, the rate retained by the District is proposed to be \$1.96 per square foot for residential projects and a maximum fee of \$0.32 per square foot for commercial/industrial projects.

RECOMMENDATION

It is recommended that Fountain Valley School District hold a Public Hearing to discuss imposing residential and commercial developer fees as authorized by law.

NOTICE OF PUBLIC HEARING
FOUNTAIN VALLEY SCHOOL DISTRICT
LEVY AND COLLECT SCHOOL FACILITIES FEES
(LEVEL 1)
PURSUANT TO GOVERNMENT CODE SECTIONS 65995 ET SEQ.

Notice is hereby given that the Board of Education ("Board") of the Fountain Valley School District ("District") at its regular meeting to be held on November 15, 2012, will hold a Public Hearing and consider adopting a resolution to levy and collect Level 1 school facilities fees pursuant to Government Code Sections 65995 et seq.

The proposed amounts of the fees per square foot are as set forth in the Resolution and Developer Fee Justification Document on file and available for public review at the District's offices located at 10055 Slater Ave., Fountain Valley, CA 92708 and is herein incorporated by reference.

The November 15th meeting of the District will begin at 7:00 p.m. located at 10055 Slater Ave., Fountain Valley, CA 92708. These matters will be considered at such time as this agenda item is considered by the Board of the District.

Questions and/or comments should be directed to Assistant Superintendent, Stephen L. McMahon at (714) 843-3250.

FOUNTAIN VALLEY SCHOOL DISTRICT



Stephen L. McMahon
Assistant Superintendent
Business Services

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/12-13 - 16

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 Hearing of Collective Bargaining Agreement between FVSD and the Fountain Valley Education Association (FVEA)**
DATE: November 8, 2012

BACKGROUND

On October 3, 2012, the Fountain Valley Education Association notified the District that their members voted on and ratified the "Tentative Agreement" between FVEA and the Fountain Valley School District. As required by Government Code Section 3547.5, a public hearing on the costs contained in the proposed agreement shall be held to allow members of the public the opportunity for comment.

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 Fountain Valley School District and Fountain Valley Education Association.

IMPACT

This agreement with the Certificated Bargaining Unit will result in a total compensation reduction of approximately \$580,000 in each of the next two years prior to the effects of any contingency language. Details of the impact are included in the attached "Disclosure of Collective Bargaining Agreement." This agreement will be effective July 1, 2012 thru June 30, 2014.

NOTICE OF PUBLIC HEARING

FOUNTAIN VALLEY SCHOOL DISTRICT

PROPOSED CERTIFICATED AGREEMENT BETWEEN FOUNTAIN VALLEY SCHOOL DISTRICT AND FOUNTAIN VALLEY EDUCATION ASSOCIATION

Notice is hereby given that the Board of Trustees of the
Fountain Valley School District, at its meeting to be held on
November 15, 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 proposed certificated agreement for the
2012-13 and 2013-14 years between the District and the
Fountain Valley Education Association.

FOUNTAIN VALLEY SCHOOL DISTRICT



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***DRUG, ALCOHOL, AND TOBACCO USE PREVENTION
WRITTEN REPORT***
DATE: November 2, 2012

BACKGROUND

Drug, Alcohol, and Tobacco Use Prevention Programs

There are a variety of programs and activities provided in the Fountain Valley School District to educate students about the dangers of drug, alcohol, and tobacco use and to discourage students from experimentation. At both the elementary and middle school levels, District students benefit annually from the messages promoted during Red Ribbon Week, at which time students participate in a variety of drug use prevention activities and sign pledge cards promising to live drug free. Students at the elementary level also benefit from *Too Good for Drugs*, a prevention program designed to reduce risk factors and enhance protective factors related to alcohol, tobacco, and other drug use among students. These developmentally appropriate lessons are taught to all students in kindergarten through sixth grade. The curriculum is designed to develop five essential life skills: 1) goal setting, 2) decision making, 3) bonding with prosocial others, 4) identifying and managing emotions, and 5) communicating effectively.

District prevention efforts intensify when students matriculate to middle school. In addition to the *Too Good for Drugs* lessons taught in sixth grade, seventh and eighth grade students are supported through *Project Alert*, a curriculum developed and field tested over a ten-year period by the RAND Corporation. Through a series of comprehensive lessons, *Project Alert* cultivates non-use attitudes and beliefs, and it equips teens with skills and strategies to resist drugs. The messages in these curricula are reinforced through a variety of other prevention activities that are scheduled throughout the school year. For example, the film *Natural High* is viewed each year in all District middle schools during physical education class. Schools sponsor guest speakers and special assemblies to promote good decision-making and healthy lifestyles. Guidance Counselors also teach classroom lessons and work with individual students to develop effective skills for dealing with peer pressure.

CURRENT CONSIDERATIONS

The California Healthy Kids Survey 2011-2012

The California Healthy Kids Survey (CHKS) is the largest statewide survey of resiliency, protective factors, and risk behaviors in the nation. It is an anonymous, confidential

survey administered with parent permission to students in grades five, seven, nine and eleven. Every school district in California is required to conduct the biennial survey in order to comply with Title IV, Part A – The Safe and Drug-Free Schools and Community Act. Specifically, the CHKS addresses: 1) alcohol, tobacco, and other drug use; 2) school safety, harassment, and violence; 3) nutrition and physical health, sexual behavior, and attitudes (secondary school only); 4) suicide and gang involvement (secondary school only); 5) youth resilience and developmental supports; and 6) school-connectedness, truancy, and self-reported grades.

During the 2011-2012 CHKS administration, 452 fifth grade students participated, which was 68% of the fifth grade student enrollment. Of those surveyed, 99 percent of students reported that they had never used cigarettes. In regard to drug use, none of the fifth grade students reported ever having used marijuana. When asked if students had used alcohol or an illegal drug like marijuana before school or at school, 99 percent reported they had not.

In seventh grade, 536 students took the CHKS, which was 66% of the seventh grade student enrollment. Of those surveyed, 89 percent reported that they had never consumed one full alcoholic drink, 92 percent reported they had never used inhalants, and 97 percent reported they had never used marijuana. When asked if students had ever used other illegal drugs or pills, 98 percent reported they had not. Furthermore, 99 percent of students reported they had never been drunk or high while on school property. In regard to tobacco use, 94 percent of students reported they had never taken a puff of tobacco, and 98 percent of students reported they had never smoked a whole cigarette or used smokeless tobacco.

School Disciplinary Data 2009-2012

In the past three years, there have been 14 student disciplinary incidents in the District related to drug or alcohol possession or use at school: 2009-2010 = 5, 2010-2011 = 5, and 2011-2012 = 4. Thus far in the 2012-2013 school year, there have been no student disciplinary incidents related to drug or alcohol use. Of those 14 incidences in the last three years, 10 were related to marijuana possession or use, one was related to alcohol possession, and three were not specified in the discipline record.

CONCLUSIONS

It would appear that there is not a significant drug use problem among students enrolled in the Fountain Valley School District based upon self-reported data on the CHKS and school disciplinary records. Clearly, parent involvement, caring relationships, and high expectations of staff are strong protective factors. Nevertheless, it is important for schools to remain vigilant. Resilience research clearly documents the power of teachers and schools to tip the scale from risk to resilience for children and youth. Even among children growing up in overwhelmingly negative conditions, researchers have found that 70 to 80 percent of them have demonstrated healthy adjustment and academic achievement when schools are sensitive to their needs and provide necessary support.

Board meeting of November 15, 2012

SO 2012-13/B13-16
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: **Resolution 2013-18: Sequestration**
DATE: November 8, 2012

Background:

The Budget Control Act of 2011 will impose across-the-board cuts of approximately 8.2 percent to education and other domestic programs in FY2013 through a process called sequestration (the cancellation of budgetary resources), unless Congress intervenes. For every \$1 million of federal aid districts receive, they would lose \$82,000; and, while districts can vary widely, on average, for every 5,000 students enrolled, districts would lose about \$300,000. The impact of an 8.2 percent cut to programs such as Title I grants for disadvantaged students would mean a cut of more than \$1 billion, affecting nearly two million students. Special education grants would be reduced by more than \$900 million, impacting nearly 500,000 children with disabilities. English Language Acquisition grants would be cut by approximately \$60 million, affecting an estimated 377,000 students.

These budget cuts to education programs would take place during 2013-14 school year, with the exception of Impact Aid, with which cuts would become effective during this school year. Sequestration's budget cuts to these and other education programs would mean increased class sizes and less access to programs for children with special needs, as well as summer school, college counselors, early childhood education and after-school programming. Certain school bond programs would also be affected by a 7.6% reduction in federal subsidy payments.

In addition to school systems losing federal education funds, there are two indirect impacts. First, federal cuts for programs to state and local governments in other areas may result in those units cutting their aid to schools as they scramble to make up the difference. Second, in communities with a large federal presence, such as military bases or government contracts, the across-the-board budget cuts could be devastating to their economies in terms of lost sales and property tax revenues that are often used, in part, to finance education.

Recommendation:

It is recommended that the Board of Trustees adopt Resolution 2013-18 Sequestration urging Congress and the Administration to mitigate the across-the-board cuts to education that are scheduled to occur January 2, 2013 and authorize the Superintendent or his designee to sign all documents.

Fountain Valley School District
BUSINESS SERVICES DIVISION
ASB/S12-13 – 96

M E M O R A N D U M

TO: Marc Ecker, Superintendent
FROM: Stephen McMahon, Assistant Superintendent, Business Services
DATE: October 25, 2012
SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION 2013-17 TO
IMPOSE LEVEL 1 DEVELOPER FEES**

BACKGROUND

After a Public Hearing is held, the Board of Trustees is requested to consider the adoption of school facilities fees on new development pursuant to Education Code Section 17620 and Government Code Section 65995. Copies of the Resolution and the documents identified in the information presented under the Public Hearing are available for review during normal business hours at the District office. The rate is proposed to be \$3.20 per square foot for residential projects and \$0.51 per square foot for commercial/industrial projects. The maximum fees shall be split with the Huntington Beach Union High School District on a 61/39% basis, with Fountain Valley School District retaining 61 percent.

The new fees will take effect on January 20, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees consider and approve **RESOLUTION 2013-17** to impose Level 1 Developer Fees and authorize the Superintendent or his designee to sign all documents.

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**RESOLUTION NO. 2013-17
OF THE GOVERNING BOARD OF
THE FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT,
ORANGE COUNTY, CALIFORNIA
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY
GOVERNMENT CODE SECTION 65995 (b) 3**

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 25, 2012, meeting, the State Allocation Board maintained the maximum fee authorized by Education Code Section 17620 to \$3.20 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.51 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of \$3.20 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of \$0.51 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.51 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.45per square foot; and

WHEREAS, the annual developer fee report was prepared in accordance with Government Code section 66006(b)(1); and

WHEREAS, the five-year developer fee report was prepared in accordance with Government Code section 66001(d); and

WHEREAS, the District has mailed notice at least fifteen days prior to this meeting to all interested parties who have requested notice of any meeting relative to the District's imposition of developer fees; and

WHEREAS, the Board of Education has reviewed and considered the annual and five-year developer fee reports at a duly noticed, regularly scheduled public meeting at least fifteen

days after the District made this information publicly available, pursuant to Government Code section 66006(b)(2); and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Fountain Valley School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled November 15, 2012, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated August 30, 2012, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
 - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
 - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;

- E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
 - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
 - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
 - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of \$3.20 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of \$0.51 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.51 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.45per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
 - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
 - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.

5. **Additional Mitigation Methods.** The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
6. **Implementation.** The annual and five-year developer fee reports have been made available to the public within 180 days after the last day of the fiscal year pursuant to Government Code sections 66001(d) and 66006(b). The District made the annual and five-year developer fee reports available for public review at least fifteen days prior to the Board's consideration of these reports. The District mailed notice of the time and place of the Board meeting in which the annual and five-year developer fee reports would be considered, as well as the location where the reports could be reviewed, at least fifteen days before the meeting, to each individual who had filed a written request for such notice. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. **California Environmental Quality Act.** The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. **Commencement Date.** The effective date of this Resolution shall be January 20, 2012 which is 60 days following its adoption by the Board.
9. **Notification of Local Agencies.** The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Orange County and to the Planning Commission and City Council of the City of Huntington Beach and Fountain Valley.
10. **Severability.** If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Fountain Valley School District this 15th day of November, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board
Fountain Valley School District

ATTEST:

Secretary, Governing Board
Fountain Valley School District



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4112.9/4212.9/4312.9 EMPLOYEE NOTIFICATIONS (FIRST READING)***
DATE: November 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 adoption due to changes in Education Code or statute.

Board Policy 4112.9/4212.9/4312.9 is a new policy that contains a board philosophical statement regarding the importance of clear communications with staff and the circumstances under which employees will be asked to sign an acknowledgment that they have received notifications. AR 4112.9/4212.9/4312.9 has been deleted and replaced with E 4112.9/4212.9/4312.9 listing notifications required by law, categories of employees who must be provided each notification, applicable legal cites and the board policy and/or administrative regulation that addresses the notification requirement.

RECOMMENDATION

It is recommended that revisions to Board Policy 4112.9/4212.9/4312.9 Employee Notifications be approved for first reading, with necessary changes as indicated by the Board of Trustees.

BP 4112.9
4212.9
4312.9

All Personnel

EMPLOYEE NOTIFICATIONS

The Governing Board believes that providing clear communications to staff is essential to establishing a professional, positive work environment and enhancing their job performance. The Superintendent or designee shall provide district employees all notifications required by law and any other notifications he/she believes will promote staff knowledge of the district's policies, programs, activities, and operations.

When required by law, Board policy, or administrative regulation, district employees shall be asked to sign an acknowledgment indicating receipt of the notification. Such acknowledgments shall be retained in each employee's personnel file.

(cf. 3580 - District Records)

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

Legal Reference:

EDUCATION CODE

231.5 Sexual harassment policy

17612 Notification of pesticide use

22455.5 STRS information to potential members

22461 Postretirement compensation limitation

35031 Nonreelection of superintendent, assistant superintendent, or manager of classified services

35171 Notice of regulations pertaining to certificated employee evaluations

37616 Notice of public hearing on year-round schedule

44031 Personnel file contents, inspection

44663-44664 Evaluation of certificated employees

44842 Reemployment notices, certificated employees

44896 Transfer of administrator or supervisor to teaching position

44916 Written statement of employment status

44929.21 Reelection or nonreelection of probationary employee after second year

44934 Notice of disciplinary action for cause

44938 Notice of unprofessional conduct and opportunity to correct

44940.5-44941 Notification of suspension and intent to dismiss

44948.3-44948.5 Dismissal of probationary employees

44949 Cause, notice and right to hearing

44951 Continuation in position unless notified, administrative or supervisory personnel

44954 Nonreelection of temporary employees

44955 Reduction in number of employees

45113 Notification of charges, classified employees

45117 Notice of layoff, classified employees

45169 Employee salary data, classified employees

45192 Industrial and accident leave

45195 Additional leave

46162 Notice of public hearing on block schedule

49079 Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion

Legal References: (continued)

GOVERNMENT CODE

1126 Incompatible activities of employees

3100-3109 Oath or affirmation of allegiance

8355 Certification of drug-free workplace, including notification

12950 Sexual harassment

54957 Complaints against employees; right to open session

54963 Unauthorized disclosure of confidential information

HEALTH AND SAFETY CODE

104420 Tobacco-free schools

120875 Information on AIDS, AIDS-related conditions, and hepatitis B

120880 Notification to employees re AIDS, AIDS-related conditions, and hepatitis B

LABOR CODE

2800.2 Notification of availability of continuation health coverage

3550-3553 Notifications re: workers' compensation benefits

5401 Workers' compensation; claim form and notice of potential eligibility

PENAL CODE

11165.7 Child Abuse and Neglect Reporting Act; notification requirement

11166.5 Employment; statement of knowledge of duty to report child abuse or neglect

UNEMPLOYMENT INSURANCE CODE

2613 Disability insurance; notice of rights and benefits

CODE OF REGULATIONS, TITLE 2

7288.0 Sexual harassment training, provision of district policy

CODE OF REGULATIONS, TITLE 5

4622 Uniform complaint procedures

80303 Reports of change in employment status, alleged misconduct

CODE OF REGULATIONS, TITLE 8

3204 Employees exposed to bloodborne pathogens, access to exposure and medical records

5193 California bloodborne pathogens standard

UNITED STATES CODE, TITLE 38

4344 Uniformed Services Employment and Reemployment Rights Act, notice requirement

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 29

825.300 Family and Medical Leave Act; notice requirement

CODE OF FEDERAL REGULATIONS, TITLE 34

104.8 Nondiscrimination

106.9 Dissemination of policy, nondiscrimination on basis of sex

CODE OF FEDERAL REGULATIONS, TITLE 40

763.84 Asbestos inspections, response actions and post-response actions

763.93 Asbestos management plans

CODE OF FEDERAL REGULATIONS, TITLE 49

382.601 Controlled substance and alcohol use and testing notifications

E 4112.9(a)
4212.9
4312.9

All Personnel

EMPLOYEE NOTIFICATIONS

I. To All Employees

When/Whom to Notify: At the beginning of school year or upon employment
Legal Code: Education Code 231.5, Government Code 12950, 2 CCR 7288.0
Board Policy/Administrative Regulation #: AR 4119.11/4219.11/4319.11
Subject: The district's policy on sexual harassment, legal remedies, complaints

When/Whom to Notify: Annually to all employees
Legal Code: Education Code 17612
Board Policy/Administrative Regulation #: AR 3514.2
Subject: Use of pesticide product, active ingredients, Internet address to access information

When/Whom to Notify: To all employees, prior to
Legal Code: Education Code 37616
Board Policy/Administrative Regulation #: AR 6112
Subject: Public hearing on year-round implementing year-round program schedule

When/Whom to Notify: To all employees, prior to
Legal Code: Education Code 46162
Board Policy/Administrative Regulation #: AR 6112
Subject: Public hearing on block implementing block schedule schedule

When/Whom to Notify: To all employees
Legal Code: Government Code 1126
Board Policy/Administrative Regulation #: BP 4136/4236/4336
Subject: Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal

When/Whom to Notify: Prior to beginning employment
Legal Code: Government Code 3102
Board Policy/Administrative Regulation #: AR 4112.3/4212.3/4312.3
Subject: Oath or affirmation of allegiance required of public employees

When/Whom to Notify: To all employees
Legal Code: Government Code 8355; 41 USC 8102
Board Policy/Administrative Regulation #: BP 4020, BP 4159/4259/4359
Subject: District's drug- and alcohol-free workplace; actions that will be taken if violated; available employee assistance programs

E 4112.9(b)
4212.9
4312.9

When/Whom to Notify: To all employees, if the district receives Tobacco-Use Prevention Education funds

Legal Code: Health and Safety Code 104420

Board Policy/Administrative Regulation #: AR 3513.3

Subject: District's tobacco-free schools policy and enforcement procedures

When/Whom to Notify: Annually to all employees

Legal Code: Health and Safety Code 120875, 120880

Board Policy/Administrative Regulation #: AR 4119.43/4219.43/4319.43

Subject: AIDS and hepatitis B, methods to prevent exposure

When/Whom to Notify: To covered employees and former employees

Legal Code: Labor Code 2800.2

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Availability of COBRA/Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage

When/Whom to Notify: Upon employment or by end of first pay period

Legal Code: Labor Code 3551

Board Policy/Administrative Regulation #: BP 4157.1/4257.1/ 4357.1

Subject: Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

When/Whom to Notify: Prior to beginning employment

Legal Code: Penal Code 11165.7, 11166.5

Board Policy/Administrative Regulation #: AR 5141.4

Subject: Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law

When/Whom to Notify: Upon employment, and when employee goes on leave for specified reasons

Legal Code: Unemployment Insurance Code 2613

Board Policy/Administrative Regulation #: AR 4154/4254/4354

Subject: Disability insurance rights and benefits

When/Whom to Notify: Annually to all employees

Legal Code: 5 CCR 4622

Board Policy/Administrative Regulation #: AR 1312.3

Subject: Uniform complaint procedures, available appeals, civil law remedies, identity of coordinator

E 4112.9(c)
4212.9
4312.9

When/Whom to Notify: To all employees via employee handbook, or to each new employee
Legal Code: 29 CFR 825.300
Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8
Subject: Benefits through Family and Medical Leave Act

When/Whom to Notify: To all employees and job applicants
Legal Code: 34 CFR 104.8, 106.
Board Policy/Administrative Regulation #: BP 0410, BP 4030
Subject: District's policy on nondiscrimination and related complaint procedures

When/Whom to Notify: Annually to all employees
Legal Code: 40 CFR 763.84, 763.93
Board Policy/Administrative Regulation #: AR3514
Subject: Availability of asbestos management plan; any inspections, response actions or post-response actions planned or in progress

II. To Certificated Employees

When/Whom to Notify: To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire
Legal Code: Education Code 22455.5
Board Policy/Administrative Regulation #: AR 4121
Subject: Criteria for membership in retirement system; right to elect membership at any time

When/Whom to Notify: Upon employment of a retired certificated individual
Legal Code: Education Code 22461
Board Policy/Administrative Regulation #: AR 4117.14/4317.14
Subject: Postretirement compensation limitation

When/Whom to Notify: To certificated employees
Legal Code: Education Code 35171
Board Policy/Administrative Regulation #: AR 4115, BP 4315
Subject: District regulations related to performance evaluations

When/Whom to Notify: 30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated
Legal Code: Education Code 44663
Board Policy/Administrative Regulation #: AR 4115
Subject: Copy of employee's evaluation

E 4112.9(d)
4212.9
4312.9

When/Whom to Notify: To a certificated employee with unsatisfactory evaluation

Legal Code: Education Code 44664

Board Policy/Administrative Regulation #: AR 4115

Subject: Notice and description of the unsatisfactory performance

When/Whom to Notify: By May 30, if district elects to issue reemployment notices to certificated employees

Legal Code: Education Code 44842

Board Policy/Administrative Regulation #: AR 4112.1

Subject: Request to notify district of intent to remain in service for the following school year; copy of law

When/Whom to Notify: To certificated employees upon employment

Legal Code: Education Code 44916

Board Policy/Administrative Regulation #: AR 4112.1, AR 4121

Subject: Employment status and salary

When/Whom to Notify: To probationary employees in district with ADA of 250 or more, by March 15 of employee's second consecutive year of employment

Legal Code: Education Code 44929.21

Board Policy/Administrative Regulation #: AR 4117.6

Subject: Whether or not employee is reelected for next school year

When/Whom to Notify: When certificated employee is subject to disciplinary action for cause

Legal Code: Education Code 4493

Board Policy/Administrative Regulation #: AR 4117.4, AR 4118

Subject: Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice

When/Whom to Notify: To certificated employee charged with unprofessional conduct

Legal Code: Education Code 44938

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of deficiency and opportunity to correct

When/Whom to Notify: To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings

Legal Code: Education Code 44940.5

Board Policy/Administrative Regulation #: AR 4118

Subject: Notice of intent to dismiss 30 days from notice

When/Whom to Notify: To probationary employees 30 days prior to dismissal, or not later than March 15 for second- year probationary employees

E 4112.9(e)
4212.9
4312.9

Legal Code: Education Code 44948.3
Board Policy/Administrative Regulation #: AR 4117.4
Subject: Reasons for dismissal and opportunity to appeal

When/Whom to Notify: To probationary employees in districts with less than 250 ADA, before notice of nonreelection but no later than March 15, with final notice by May 15

Legal Code: Education Code 44948.5
Board Policy/Administrative Regulation #: AR 4117.4
Subject: Recommendation of nonreelection notice for reason other than personnel reduction; statement of reasons upon request

When/Whom to Notify: By March 15 when necessary to reduce certificated personnel, with final notice by May 15

Legal Code: Education Code 44949, 44955
Board Policy/Administrative Regulation #: BP 4117.3
Subject: Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination

When/Whom to Notify: On or before June 30, to temporary employee who served 75 percent of school year but will be released

Legal Code: Education Code 44954
Board Policy/Administrative Regulation #: BP 4121
Subject: District's decision not to reelect employee for following school year

When/Whom to Notify: To teacher, when student engages in or is reasonably suspected of specified acts

Legal Code: Education Code 49079
Board Policy/Administrative Regulation #: AR 4158/4258/4358
Subject: Student has committed specified act that constitutes ground for suspension or expulsion

When/Whom to Notify: To certificated employee upon change in employment status due to alleged misconduct

Legal Code: 5 CCR 80303
Board Policy/Administrative Regulation #: AR 4117.7
Subject: Contents of state regulation re: report to Commission on Teacher Credentialing

III. To Classified Employees

When/Whom to Notify: To classified employee charged with mandatory leave of absence offense, in merit system district

Legal Code: Education Code 44940.5

E 4112.9(f)
4212.9
4312.9

Board Policy/Administrative Regulation #: AR 4218
Subject: Notice of intent to dismiss in 30 days

When/Whom to Notify: When classified employee is subject to disciplinary action for cause, in nonmerit district

Legal Code: Education Code 45113

Board Policy/Administrative Regulation #: AR 4218

Subject: Notice of charges, procedures, and employee rights

When/Whom to Notify: To classified employees, at least 45 days prior to layoff, or by April 29 if specially funded program is expiring

Legal Code: Education Code 45117

Board Policy/Administrative Regulation #: AR 4217.3

Subject: Notice of layoff and reemployment rights

When/Whom to Notify: To classified employees upon employment and upon each change in classification

Legal Code: Education Code 45169

Board Policy/Administrative Regulation #: AR 4212

Subject: Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek

When/Whom to Notify: To classified permanent employee whose leave is exhausted

Legal Code: Education Code 45192, 45195

Board Policy/Administrative Regulation #: AR 4261.1, AR 4261.11

Subject: Exhaustion of leave, opportunity to request additional leave

When/Whom to Notify: To school bus drivers, prior to district drug testing program and thereafter upon employment
Legal Code: 49 CFR 382.601

Board Policy/Administrative Regulation #: BP 4112.42/4212.42/4312.42

Subject: Explanation of federal requirements for drug testing program and district's policy

IV. To Administrative/Supervisory Personnel

When/Whom to Notify: To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract

Legal Code: Education Code 35031

Board Policy/Administrative Regulation #: BP 4312.1

Subject: Decision not to reelect or reemploy upon expiration of contract or term

E 4112.9(g)
4212.9
4312.9

When/Whom to Notify: Upon request by administrative or supervisory employee transferred to teaching position

Legal Code: Education Code 44896

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Statement of the reasons for the release or reassignment

When/Whom to Notify: By March 15 to employee who may be released/reassigned the following school year

Legal Code: Education Code 44951

Board Policy/Administrative Regulation #: AR 4313.2

Subject: Notice that employee may be released or reassigned the following school year

V. To Individual Employees Under Special Circumstances

When/Whom to Notify: Prior to placing derogatory information in personnel file

Legal Code: Education Code 44031

Board Policy/Administrative Regulation #: AR 4112.6/4212.6 /4312.6

Subject: Notice of derogatory information, opportunity to review and comment

When/Whom to Notify: 24 hours before Board meets in closed session to hear complaints or charges against employee

Legal Code: Government Code 54957

Board Policy/Administrative Regulation #: BB 9321

Subject: Employee's right to have complaints/charges heard in open session

When/Whom to Notify: Notice or training to employee with access to confidential information

Legal Code: Government Code 54963

Board Policy/Administrative Regulation #: BP 4119.23/4219.23/4319.23

Subject: Law prohibiting disclosure of confidential information obtained in closed session

When/Whom to Notify: Within one working day of work-related injury or victimization of crime at workplace

Legal Code: Labor Code 3553, 5401

Board Policy/Administrative Regulation #: BP 4157.1/4257.1/4357.1

Subject: Potential eligibility for workers' compensation benefits, claim form

When/Whom to Notify: To any employee with exposure to bloodborne pathogens, upon initial employment and at least annually thereafter

Legal Code: 8 CCR 3204, 5193

Board Policy/Administrative Regulation #: AR 4119.42/4219.42/4319.42

Subject: The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records

E 4112.9(h)
4212.9
4312.9

When/Whom to Notify: To employee eligible for military leave

Legal Code: 38 USC 4334

Board Policy/Administrative Regulation #: AR 4161.5/4261.5/4361.5

Subject: Notice of rights, benefits, and obligations under military leave

When/Whom to Notify: Within five days of employee's request for family care and medical leave

Legal Code: 29 CFR 825.300

Board Policy/Administrative Regulation #: AR 4161.8/4261.8/4361.8

Subject: Whether or not employee is eligible for FMLA leave, rights and obligations; consequences of failure to meet obligations



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4121 TEMPORARY/SUBSTITUTE
PERSONNEL(FIRST READING)***
DATE: November 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 adoption due to changes in Education Code or statute.

Board Policy 4121 contains material formerly found in AR 4121 that reflects requirements for board action. The policy also reflects new court decisions which clarify the education code, policies and procedures addressing the status of temporary teachers including establishing the number of temporary teachers to the total number of employees on leave, addressing employees funded through categorical programs and establishing June 30 as the date by which temporary employees must be notified of the district's decision of non-reelection. Regulations also adds requirement to notify substitute employees about their eligibility for the retirement plan and reflects restrictions in the assignment of persons holding emergency substitute teaching permits.

RECOMMENDATION

It is recommended that revisions to Board Policy 4121 Temporary/Substitute Personnel be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Certificated Personnel

Temporary/Substitute Personnel

The Board of Trustees recognizes that substitute and temporary personnel perform an essential role in promoting student achievement and desires to employ highly qualified, appropriately credentialed employees to fill such positions.

(cf. 4112.2 - Certification)

Hiring

The Superintendent or designee shall recommend candidates for substitute or temporary positions for Board approval, and shall ensure that all substitute and temporary employees are assigned in accordance with law and the authorizations specified in their credential.

(cf. 4113 - Assignment)

Substitute personnel may be employed on an on-call, day-to-day basis.

In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee.

(Education Code 44917)

(cf. 4117.14/4317.14 - Postretirement Employment)

Permanent or probationary certificated employees who were laid off pursuant to Education Code 44955 and who have a preferred right of reappointment shall be given priority for substitute service in the order of their original employment. (Education Code 44956, 44957)

(cf. 4117.3 - Personnel Reduction)

Classification

At the time of initial employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)

The Board may classify as substitute personnel a teacher hired to fill the position of a regularly employed person who is absent from service. (Education Code 44917)

The Board may classify as a temporary employee a teacher who is employed for at least one semester and up to one complete school year based on the need for additional certificated employees when regular employees are absent due to leaves or long-term illness. Any person whose service begins in the second semester and before March 15 may be classified as a temporary employee even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed, which shall not exceed the identified need based on the absence of regular employees. (Education Code 44920)

Temporary/Substitute Personnel

The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:

1. Serve from day-to-day during the first three months of any school term to teach temporary classes which shall not exist after that time, or perform any other duties which do not last longer than the first three months of any school term (Education Code 44919)
2. Teach in special day and evening classes for adults or in schools of migratory population for not more than four months of any school term (Education Code 44919)
3. Serve in a limited assignment supervising student athletic activities provided such assignments have first been made available to teachers presently employed in the district (Education Code 44919)
4. Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)

For purposes of classifying employees pursuant to item #1 or 2 above, the school year shall not be divided into more than two school terms. (Education Code 44919)

Any employee hired to provide services in a categorically funded program or project may be employed for a period less than a full school year. He/she may be classified as a temporary employee if the period of employment will end at the expiration of that program or project. (Education Code 44909)

Salary and Benefits

The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)

Substitute and temporary employees shall not participate in the health and welfare plans or other fringe benefits of the district.

Release from Employment/Dismissal

The Board may dismiss a substitute employee at any time at its discretion. (Education Code 44953)

The Board may release a temporary employee at its discretion if the employee has served less than 75 percent of the number of days the regular schools of the district are maintained. After serving 75 percent of the number of days that district schools are maintained during one school year, a temporary employee may be released as long as he/she is notified, before the last day of June, of the district's decision not to reelect him/her for the following school year. (Education Code 37200, 44954)

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

Temporary/Substitute Personnel

Reemployment as a Probationary Employee

Unless released from employment pursuant to Education Code 44954, any person employed for one complete school year as a temporary employee shall, if reemployed for the following school year in a vacant position requiring certification qualifications, be classified as a probationary employee. With the exception of on-call, day-to-day substitutes, if a temporary or substitute employee performs the duties normally required of certificated employees for at least 75 percent of the number of days the regular schools of the district were maintained in that school year and is then employed as a probationary employee for the following school year, his/her previous employment as a temporary or substitute employee shall be credited as one year's employment as a probationary employee for purposes of acquiring permanent status. (Education Code 44917, 44918, 44920)

(cf. 4116 - Probationary/Permanent Status)

Vacant position means a position in which the employee is qualified to serve and which is not filled by a permanent or probationary employee. It shall not include a position which would be filled by a permanent or probationary employee except for the fact that such employee is on leave. (Education Code 44920, 44921)

A temporary employee hired pursuant to item #1 or #2 in the section "Classification" above shall be classified as a probationary employee if the duties continue beyond the time limits of the assignment. (Education Code 44919)

With the exception of on-call, day-to-day substitutes, a temporary or substitute employee who was released pursuant to Education Code 44954 but who has nevertheless served for two consecutive school years, for at least 75 percent of each year, shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)

Legal Reference:

EDUCATION CODE

22455.5 Provision of retirement plan information to potential members

22515 Irrevocable election to join retirement plan

37200 School calendar

44252.5 State basic skills assessment required for certificated personnel

Legal Reference: (continued)

44300 Emergency teaching or specialist permits

44830 Employment of certificated persons; requirements of proficiency in basic skills

44839.5 Employment of retirant

44845 Date of employment

44846 Criteria for reemployment preferences

44909 Employees providing services through categorically funded programs

44914 Substitute and probationary employment computation for classification as permanent employee

44915 Classification of probationary employees

44916 Time of classification; statement of employment status

Temporary/Substitute Personnel

Legal Reference: (continued)

44917 Classification of substitute employees

44918 Substitute or temporary employee deemed probationary employee; reemployment rights

44919 Classification of temporary employees

44920 Employment of certain temporary employees; classifications

44921 Employment of temporary employees; reemployment rights (unified and high school districts)

44953 Dismissal of substitute employees

44954 Release of temporary employees

44955 Layoff of permanent and probationary employees

44956 Rights of laid-off permanent employees to substitute positions

44957 Rights of laid-off probationary employees to substitute positions

44977 Salary schedule for substitute employees

45030 Substitutes

45041 Computation of salary

45042 Alternative method of computation for less than one school year

45043 Compensation for employment beginning in the second semester

56060-56063 Substitute teachers in special education

GOVERNMENT CODE

3540.1 Educational Employment Relations Act, definitions

CODE OF REGULATIONS, TITLE 5

5502 Filing of notice of physical examination for employment of retired person

5503 Physical examination for employment of retired persons

5590 Temporary athletic team coach

80025-80025.5 Emergency substitute teaching permits

COURT DECISIONS

McIntyre v. Sonoma Valley Unified School District (2012) 206 Cal.App.4th 170

Stockton Teachers Association CTA/NEA v. Stockton Unified School District (2012) 204 Cal.App.4th 446

Neily v. Manhattan Beach Unified School District, (2011) 192 Cal.App.4th 187

California Teachers Association v. Vallejo City Unified School District, (2007) 149 Cal.App.4th 135

Bakersfield Elementary Teachers Assn. v. Bakersfield City School District, (2006) 145 Cal.App.4th 1260, 1277

Kavanaugh v. West Sonoma Union High School District, (2003) 29 Cal.4th 911

Management Resources:

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

TEMPORARY/SUBSTITUTE PERSONNEL

Qualifications

Any candidate recommended by the Superintendent or designee for a substitute or temporary position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such position and shall meet all other requirements of law for certificated positions. (Education Code 44830)

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

(cf. 4112.2 - Certification)

(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4312.5 - Criminal Record Check)

The district shall not initially hire a certificated person on a substitute or temporary basis in a capacity designated in his/her credential unless he/she has demonstrated basic skills proficiency in reading, writing, and mathematics pursuant to Education Code 44252.5, unless exempted by law. (Education Code 44830)

A noncredentialed person shall not substitute for any special education certificated position. The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers for special education positions. He/she shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56060, 56063)

Notifications

At the time of initial employment during each school year, each new temporary employee shall receive a written statement indicating his/her employment status and salary. This statement shall clearly indicate the temporary nature of the employment and the length of time for which the person is being employed. (Education Code 44916)

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

Time of initial employment means before the employee starts work. (Kavanaugh v. West Sonoma County Union High School District)

The Superintendent or designee shall notify all substitute and part-time certificated employees, within 30 days of their hire, of their right to elect membership in a defined benefit program under a qualified retirement plan. The employee shall sign a form provided by the system to acknowledge receipt of this notice and to indicate whether he/she elects or declines membership. Election of membership shall be irrevocable for all future employment to perform creditable service. (Education Code 22455.5, 22515)

Assignments

A person who holds an emergency 30-day substitute permit, emergency career substitute permit, emergency substitute permit for prospective teachers, or emergency substitute permit for career technical education shall be restricted in the number of days he/she may substitute for any one teacher in accordance with 5 CCR 80025-80025.5.

In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential(s), second priority to substitute teachers with any other special education credential, and third priority to substitute teachers with a regular teaching credential. An inappropriately credentialed substitute teacher shall not serve as a substitute for a special education teacher for a period of more than 20 cumulative school days for each special education teacher absent during each school year. The district may apply to the Superintendent of Public Instruction for an extension of 20 school days, or for a longer period in extraordinary circumstances. (Education Code 56060-56062)

Hiring

~~The Board of Trustees may employ substitute certificated personnel to fill positions of regularly employed persons absent from service. (Education Code 44917)~~

~~Substitute personnel may be employed on an on-call, day to day basis.~~

~~In addition, after September 1 of any school year, the Board may employ substitute personnel for the remainder of the school year for positions for which no regular employee is available. The district shall first demonstrate to the Commission on Teacher Credentialing the inability to acquire the services of a qualified regular employee. (Education Code 44917)~~

~~During the period of their preferred right to reappointment, permanent and probationary certificated employees who have been laid off due to a reduction in force shall be offered prior opportunity for substitute service. (Education Code 44955, 44956, 44957)~~
~~(cf. 4117.3 Personnel Reduction)~~

Classification

~~The Board may classify as a temporary employee a teacher who is employed at least one semester and up to one school year. Persons whose service begins in the second semester and before March 15 may be classified as temporary employees even if employed for less than a semester. The Board shall determine the number of persons who shall be so employed based on the absence of regular employees due to leaves or long term illness. (Education Code 44920)~~

~~The Board also shall classify as temporary employees those certificated persons, other than substitute employees, who are employed to:~~

- ~~1. — Serve from day to day during the first three months of any semester to teach temporary classes which shall not exist after that time or perform any other duties which do not last longer than the first three months of any semester (Education Code 44919)~~
- ~~2. — Serve in a position for a period not to exceed 20 working days in order to prevent the stoppage of district business during an emergency when persons are not immediately available for probationary classification (Education Code 44919)~~

~~At the time of employment and each July thereafter, the Board shall classify substitute and temporary employees as such. (Education Code 44915, 44916)~~

~~Each new substitute and temporary employee shall receive a written statement at the time of initial employment during each school year indicating his/her employment status and salary.~~

~~(cf. 4113 Assignment)~~

~~(cf. 4115 Evaluation/Supervision)~~

~~(cf. 4131 Staff Development)~~

Qualifications

~~Any person employed on a substitute or temporary basis in a position requiring certification qualifications shall possess the appropriate credential or permit authorizing his/her employment in such positions and shall meet all other requirements of law for certificated positions.~~

~~(cf. 4111.2/4211.2/4311.2 Legal Status Requirement)~~

~~(cf. 4112.2 Certification)~~

~~(cf. 4112.3/4212.3/4312.3 Oath or Affirmation)~~

~~(cf. 4112.4/4212.4/4312.4 Health Examinations)~~

~~All persons employed on a substitute or temporary basis in a capacity designated in his/her credential shall be required to demonstrate basic skills proficiency in reading, writing and mathematics pursuant to Education Code 44252.5, unless exempted by law. (Education Code 44830)~~

Qualifications for Special Education

~~A noncredentialed person shall not substitute for any special education certificated position. (Education Code 56060)~~

~~A person holding a valid credential authorizing substitute teaching may serve as a substitute for a special education teacher for a period not to exceed 20 school days unless, upon application by the district, a 20-day extension is approved by the Superintendent of Public Instruction. In extraordinary circumstances the district may seek an extension longer than 20 days. (Education Code 56061)~~

~~In placing substitute teachers in special education classrooms, the district shall give first priority to substitute teachers with the appropriate special education credential and second priority to substitute teachers with any other special education credential. If no substitute with a special education credential is available, the district shall use a substitute teacher with a regular teaching credential. (Education Code 56062)~~

~~The Superintendent or designee shall recruit and maintain lists of appropriately credentialed substitute teachers. He/she shall contact institutes of higher education with approved special education programs for possible recommendations of appropriately credentialed special education personnel. (Education Code 56063)~~

Salary/Benefits

~~The Board shall adopt and make public a salary schedule setting the daily or pay period rate(s) for substitute employees for all categories or classes of certificated employees of the district. (Education Code 44977, 45030)~~

~~If an employee who was previously laid off due to a reduction in force serves as a substitute employee for 21 days or more within a period of 60 school days, he/she shall receive compensation at a rate equal to or greater than the amount he/she would have received upon reappointment. (Education Code 44956)~~

TEMPORARY/SUBSTITUTE PERSONNEL (continued)**Granting Probationary Status**

~~With the exception of on-call, day-to-day substitutes, any substitute or temporary employee who performs the duties normally required of certificated employees for at least 75 percent of the school year shall be deemed to have served a complete school year as a probationary employee if employed as a probationary employee for the following school year. (Education Code 44918)~~

Release from Employment/Dismissal

~~The Board may dismiss substitute employees at any time at its discretion. (Education Code 44953)~~

~~The Board may release temporary employees at its discretion if such employees have served less than 75 percent of the school year. Temporary employees who have served 75 percent or more of the school year may be released as long as such employees are notified before the end of the school year of the district's decision not to reelect them for the following school year. (Education Code 44954)~~

Reemployment Rights

~~With the exception of on-call, day-to-day substitutes, a temporary or substitute employee who served at least 75 percent of the previous school year and who was not released pursuant to Education Code 44954 prior to the end of the school year shall be reemployed for the following school year to fill any vacant positions in the district. (Education Code 44918)~~

~~With the exception of on-call, day-to-day substitutes, temporary or substitute employees who were released pursuant to Education Code 44954 but who have nevertheless served for two consecutive years, for at least 75 percent of each year, shall receive first priority if the district fills a vacant position for the subsequent school year at the grade level at which the employee served during either year. In the case of a departmentalized program, the employee shall have taught the subject matter in which the vacant position occurs. (Education Code 44918)~~

*Legal Reference:***EDUCATION CODE**

~~44252.5 State basic skills assessment required for certificated personnel~~

~~44300 Emergency teaching or specialist permits~~

~~44830 Employment of certificated persons; requirements of proficiency in basic skills~~

~~44839.5 Employment of retiree~~

~~44845 44846 Criteria for reemployment preferences~~

~~44914 Substitute and probationary employment in computation for classification as permanent employee~~

~~44915 Classification of probationary employees~~

~~44916 Time of classification; statement of employment status~~

~~44917 Classification of substitute employees~~

~~44918 Substitute or temporary employee deemed probationary employee; reemployment rights~~

~~44919 Classification of temporary employees~~

~~44920 Employment of certain temporary employees; classifications~~

~~44921 Employment of temporary employees; reemployment rights (unified and high school districts)~~

~~44953 Dismissal of substitute employees~~

~~44954 Release of temporary employees~~

~~44956 Rights of laid off permanent employees to substitute positions~~

~~44957 Rights of laid off probationary employees to substitute positions~~

~~44977 Salary schedule for substitute employees~~

~~45030 Substitutes~~

~~45041 Computation of salary~~

~~45042 Alternative method of computation for less than one school year~~

~~45043 Compensation for employment beginning in the second semester~~

~~56060-56063 Substitute teachers in special education~~

~~CODE OF REGULATIONS, TITLE 5~~

~~5502 Filing of notice of physical examination for employment of retired person~~

~~5503 Physical examination for employment of retired persons~~

Regulation
approved:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4131 STAFF DEVELOPMENT (FIRST READING)***
DATE: November 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 adoption due to changes in Education Code or statute.

Board Policy 4131 policy reflects the district's philosophy regarding lifelong learning and ongoing professional development designed to maximize student learning and support certificated staff members and has not been previously adopted.

RECOMMENDATION

It is recommended that revisions to Board Policy 4131 Staff Development be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Certificated Personnel

STAFF DEVELOPMENT

The Board of Trustees believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

- 1. Mastery of discipline-based knowledge, including academic content in the core curriculum and academic standards**
(cf. 6011 - Academic Standards)
(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)
(cf. 6142.5 - Environmental Education)
(cf. 6142.6 - Visual and Performing Arts Education)
(cf. 6142.7 - Physical Education)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)
(cf. 6142.93 - Science Instruction)
- 2. Use of effective, subject-specific teaching methods, strategies, and skills**
- 3. Use of technologies to enhance instruction**
(cf. 0440 - District Technology Plan)
- 4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, gifted and talented students, and at-risk students**
(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)
(cf. 4112.23 - Special Education Staff)
(cf. 5147 - Dropout Prevention)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6174 - Education for English Language Learners)
- 5. Knowledge of strategies that enable parents/guardians to participate fully and effectively in their children's education**
(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

STAFF DEVELOPMENT

6. **Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, and discipline, including conflict resolution and intolerance and hatred prevention**
(cf. 5137 - *Positive School Climate*)
7. **Ability to relate to students, understand their various stages of growth and development, and motivate them to learn**
8. **Ability to interpret and use data and assessment results to guide instruction**
(cf. 5121 - *Grades/Evaluation of Student Achievement*)
9. **Knowledge of topics related to student health, safety, and welfare**
(cf. 0450 - *Comprehensive Safety Plan*)
(cf. 3515.5 - *Sex Offender Notification*)
(cf. 5030 - *Student Wellness*)
(cf. 5131.6 - *Alcohol and Other Drugs*)
(cf. 5131.63 - *Steroids*)
(cf. 5141.21 - *Administering Medication and Monitoring Health Conditions*)
(cf. 5141.4 - *Child Abuse Prevention and Reporting*)
(cf. 5145.3 - *Nondiscrimination/Harassment*)
(cf. 5145.7 - *Sexual Harassment*)
11. **Knowledge of topics related to employee health, safety, and security**
(cf. 4119.11/4219.11/4319.11 - *Sexual Harassment*)
(cf. 4119.42/4219.42/4319.42- *Exposure Control Plan for Bloodborne Pathogens*)
(cf. 4119.43/4219.43/4319.43 - *Universal Precautions*)
(cf. 4157/4257/4357 - *Employee Safety*)
(cf. 4158/4258/4358 - *Employee Security*)

The Superintendent or designee may, in conjunction with individual teachers and interns, develop an individualized program of professional growth which contributes to competence, performance, and effectiveness in teaching and classroom assignments and, as necessary, assists them in meeting state or federal requirements to be fully qualified for their positions.

(cf. 4112.2 - *Certification*)
(cf. 4112.24 - *Teacher Qualifications Under the No Child Left Behind Act*)
(cf. 4131.1 - *Beginning Teacher Support/Induction*)

The district's staff evaluation process may be used to recommend additional staff development for individual employees.

(cf. 4115 - *Evaluation/Supervision*)

STAFF DEVELOPMENT

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0420.1 - School-Based Program Coordination)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

(cf. 0520.4 - Quality Education Investment Schools)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

Legal Reference:

EDUCATION CODE

41520-41522 Teacher Credentialing Block Grant, including beginning teacher support

41530-41533 Professional Development Block Grant

44032 Travel expense payment

44259.5 Standards for teacher preparation

44277 Professional growth programs for individual teachers

44279.1-44279.7 Beginning Teacher Support and Assessment Program

44325-44328 District interns

44450-44468 University internship program

44560-44562 Certificated Staff Mentoring Program

44570-44578 Inservice training, secondary education

44580-44591 Inservice training, elementary teachers

44630-44643 Professional Development and Program Improvement Act of 1968

44700-44705 Classroom teacher instructional improvement program

44735 Teaching as a Priority Block Grant; teacher recruitment and retention in high-priority schools

45028 Salary schedule and exceptions

48980 Notification of parents/guardians: schedule of minimum days

52055.600-52055.662 High Priority Schools Grant Program

56240-56245 Staff development; service to persons with disabilities

99200-99206 Subject matter projects

99220-99227 California Professional Development Institutes

99230-99242 Mathematics and Reading Professional Development Program

STAFF DEVELOPMENT

Legal Reference: (continued)

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

44579-44579.6 Instructional Time and Staff Development Reform Program

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

11980-11985.6 Mathematics and Reading Professional Development Program

13025-13044 Professional development and program improvement

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990)

PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

State Board of Education Guidelines and Criteria for Approval of Training Providers, March 2008

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 1997

WEB SITES

Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>

California Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

California Department of Education, Professional Development: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmpp.ucop.edu>

Policy

Adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California

STAFF DEVELOPMENT

Approved Activities

The Superintendent or designee shall ensure that certificated staff members have opportunities to learn both from outside sources and from each other. These opportunities may include, but are not limited to:

- 1. Visits to other classrooms and other schools to observe and analyze teaching**
- 2. Attendance at professional education conferences or committee meetings**
- 3. Classes/workshops offered by the district, county office of education, state projects, private organizations, or other appropriate agencies**
- 4. Courses in regionally accredited institutions of higher education, including courses delivered through online technologies**
- 5. Participation in professional development networks that promote inquiry and allow staff to analyze and evaluate each other's work**
- 6. Peer conferences and/or joint staff preparation time**
- 7. Participation in curriculum development projects**
(cf. 6141 - Curriculum Development and Evaluation)
- 8. Participation in educational research or innovation efforts**
- 9. Assistance from or service as a mentor teacher or consulting teacher**
(cf. 4131.1 - Beginning Teacher Support/Induction)
- 10. Service in a leadership role in a professional organization**
- 11. Follow-up activities that help staff to implement newly acquired skills**

The Superintendent or designee shall approve the participation of individual staff members in district-provided or external staff development activities which may require release time, leave of absence, or other district resources.

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Regulation Approved:

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4131.1 BEGINNING TEACHER
SUPPORT/INDUCTION (FIRST READING)***
DATE: November 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 adoption due to changes in Education Code or statute.

Board Policy 4131.1 includes material that reflects the district's Beginning Teacher Support/Induction program mandated by changes in education code and requirements from Commission on Teacher Credentialing and California Department of Education and has not been previously adopted.

RECOMMENDATION

It is recommended that revisions to Board Policy 4131.1 Beginning Teacher Support/Induction be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Certificated Personnel

BEGINNING TEACHER SUPPORT/INDUCTION

The Board of Trustees recognizes that intensive professional development and support will help beginning teachers apply their academic preparation more effectively in the classroom and result in greater district retention of capable beginning teachers. The Superintendent or designee shall ensure that first- and second-year teachers receive guidance to help them make an effective transition into the teaching profession.

(cf. 4131 - Staff Development)

The Superintendent or designee shall inform beginning teachers about induction programs that are available to help them fulfill the requirements of the professional clear multiple- or single-subject teaching credential pursuant to Education Code 44259.

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

District-Sponsored BTSA Induction Program

When approved by the Commission on Teacher Credentialing (CTC) and the Superintendent of Public Instruction, the district may serve as a sponsor of an induction program. The program shall meet state standards for induction programs and shall support beginning teachers in meeting the competencies described in the California Standards for the Teaching Profession.

The Superintendent or designee shall pair each participating teacher with a support provider who is an experienced teacher, knowledgeable about beginning teacher development and needed competencies, and effective in interpersonal and communication skills. The roles and responsibilities of support providers shall be clearly defined in writing and communicated to all program participants.

(cf. 4138 - Mentor Teachers)

The Superintendent or designee shall provide initial preparation and additional professional development for support providers to enable them to acquire and enhance their knowledge and skills needed to work with beginning teachers.

Professional development provided to a beginning teacher shall be based on an individual induction plan which takes into consideration the teacher's prior preparation and experience.

Subject to verification and approval of the Superintendent or designee, a beginning teacher shall not be required to demonstrate that a competency has been met, nor complete a program element designed to assist beginning teachers in meeting that competency, if he/she previously met the competency while participating in a CTC-approved teacher preparation program. (Education Code 44279.1)

BEGINNING TEACHER SUPPORT/INDUCTION

The beginning teacher's knowledge and classroom practice shall be regularly assessed using multiple measures and the results shall be used to monitor and revise subsequent individual induction plans. The Superintendent or designee shall maintain a complete record of each participating teacher's participation and progress toward completion of professional credential requirements.

Performance assessments conducted as part of the induction program shall not be used for employment-related evaluations, as a condition of employment, or as a basis of terminating employment. (Education Code 44279.1)

(cf. 4115 - Evaluation/Supervision)

(cf. 4117.4 - Dismissal)

The Superintendent or designee shall conduct an annual evaluation of the induction program and shall report to the Board regarding its effectiveness in meeting induction program goals.

(cf. 0500 - Accountability)

(cf. 9000 - Role of the Board)

Legal Reference:

EDUCATION CODE

41520-41522 Teacher Credentialing Block Grant

41530-41532 Professional Development Block Grant

44259 Credential requirements

44259.5 Standards for professional preparation programs

44275.4 Credential requirements, induction, out-of-state teachers

44279.1-44279.7 Beginning Teacher Support and Assessment Program (BTSA)

44325-44328 District interns

44380-44386 Alternative certification

44450-44468 University interns

44560-44562 Certificated Staff Mentoring Program

CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

80055 Internship credential

80413 Credential requirements

80413.3 Credential requirements; teachers with out-of-state credentials

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

6601-6702 Preparing, training and recruiting high quality teachers and principals

7801 Definitions, highly qualified teacher

Management Resources:

COMMISSION ON TEACHER CREDENTIALING/CALIFORNIA DEPARTMENT OF EDUCATION POLICY

Funding Policy for Teacher Development Programs, December 2006

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Induction Manual: A Credential Application Processing Guidebook for Commission-Approved Induction Programs, June 2004

Final Report of the Individual Evaluation of the Beginning Teacher Support and Assessment Program,

BEGINNING TEACHER SUPPORT/INDUCTION

Legal References: (continued)

April 2002

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

California Standards for the Teaching Profession, 1997

WEB SITES

Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>

California Department of Education: <http://www.cde.ca.gov>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy

Adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4312.1 CONTRACTS (FIRST READING)***
DATE: November 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 adoption due to changes in Education Code or statute.

Board Policy 4312.1 includes material that reflects the new law AB 1344 which prohibits the Board from calling a special meeting to consider the salary or other compensation of management employees, prohibits automatic renewal of a contract with a provision for automatic increase that exceeds the cost of living adjustment and requires contracts executed or renewed after January 1, 2012, to contain a provision requiring an employee to reimburse the district in the event he/she is convicted of a crime involving abuse of his/her office or position.

RECOMMENDATION

It is recommended that revisions to Board Policy 4312.1 Contracts be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Personnel

CONTRACTS

The Board of Trustees recognizes the importance of qualified and competent individuals to lead district programs and to assist the Superintendent in coordinating efforts to achieve district goals and objectives. To that end, the Board may fill certificated administrative and supervisory positions and classified senior management positions on a contract basis.

(cf. 0000 - Vision)

(cf. 2121 - Superintendent's Contract)

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4300 - Administrative and Supervisory Personnel)

(cf. 4313.2 - Demotion/Reassignment)

(cf. 4314 - Transfers)

The Board may offer a continuing contract of up to four years to any deputy, associate, or assistant superintendent; any certificated employee holding a position requiring a supervision or administration credential; or any senior manager of the classified service. (Education Code 35031, 44929.20)

Prior to entering into any such contract, the Board and Superintendent shall consider the financial impact of the contract on the district. The proposed contract shall also be reviewed by legal counsel to ensure that all legally required provisions are included in the contract and to address any potentially adverse obligations to the district.

(cf. 3460 - Financial Reports and Accountability)

The Board shall deliberate in the closed session of a regular meeting about the terms of an employment contract for a deputy, associate, or assistant superintendent; other certificated employee holding a position requiring a supervision or administration credential; or a senior manager of the classified service. (Government Code 54957)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Any such employment contract shall be ratified by the Board during an open session of a regularly scheduled Board meeting and reflected in the Board's minutes. Copies of the contracts shall be available to the public upon request. (Government Code 53262)

(cf. 1340 - Access to District Records)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9324 - Minutes and Recordings)

Extension of Contract and Reemployment

A contract shall be extended only by Board action and subsequent to a satisfactory evaluation of the employee's performance. No employment contract shall include a provision for automatic renewal of the contract.

(cf. 4315 - Evaluation/Supervision)

During the term of the contract and with the consent of the employee involved, the Board may reelect or reemploy the employee starting on the next succeeding first day of July and based on terms and conditions mutually agreed upon by the Board and the employee. (Education Code 35031)

If the Board decides not to reelect or reemploy a deputy, associate, or assistant superintendent or a senior manager of the classified service upon the expiration of his/her term, it shall notify the employee in writing 45 days prior to the expiration of the term of the contract. (Education Code 35031)

Termination of Contract

Every employee contract shall include a provision specifying the legal maximum cash settlement that the employee may receive in the event that the Board finds it necessary to terminate the contract prior to its expiration date. (Government Code 53260)
(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In addition, all employee contracts shall include a provision that, if the employee is convicted of a crime involving an abuse of his/her office or position, he/she shall fully reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination and for any funds expended by the district in his/her criminal legal defense. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35030 *Title of deputy, associate or assistant superintendent for certain positions*

35031 *Term of employment*

44842 *Automatic declining of employment*

44843 *Notice of employment to county superintendent*

44929.20 *Continuing contract*

44951 *Continuation in position unless notified*

GOVERNMENT CODE

3511.1-3511.2 *Local agency executives*

53243-53243.4 *Abuse of office*

53260-53264 *Employment contracts*

54954 *Time and place of regular meetings*

54956 *Brown Act - Open meeting laws; special meetings*

54957 *Closed session, personnel matters*

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: The Board's Relationship to District Staff, 2007

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

Policy

Adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4119.21/4219.21/4319.21
PROFESSIONAL STANDARDS (FIRST READING)***
DATE: November 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.

Revisions to Board Policy 4119.21/4219.21/4319.21 has been updated and reorganized to clarify expectations for appropriate employee conduct and expands the list of prohibited conduct. Material addressing discipline adds the possibility of report to the Commission on Teacher Credentialing (CTC) or referral to law enforcement and provides that an employee who has knowledge of misconduct but fails to report it also may be subject to discipline. In addition, E 4119.21 has been updated to reflect the Code of Ethics of the Education Profession Adopted by the National Education Association.

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 4119.21/4219.21/4319.21 Professional Standards be approved for first reading, with necessary changes as indicated by the Board of Trustees.

All Personnel

BP 4119.21(a)

4219.21

CODE OF ETHICS

4319.21

PROFESSIONAL STANDARDS

~~The Board of Trustees expects district employees to maintain the highest ethical standards, to follow district policies and regulations and to abide by state and national laws. Employee conduct should enhance the integrity of the district and the goals of the educational program.~~

~~The Board encourages district employees to accept as guiding principles the codes of ethics published by professional associations to which they may belong.~~

~~(cf. 9271 – Code of Ethics)~~

The Board of Trustees expects district employees to maintain the highest ethical standards, follow district policies and regulations, and abide by state and federal laws. Employee conduct should enhance the integrity of the district and advance the goals of the district’s educational programs and contribute to a positive school climate. Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

(cf. [0000](#) - Vision)

(cf. [4112.2](#) - Certification)

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

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

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

The Board of Trustees encourages district employees to accept as guiding principles the professional standards and codes of ethics adopted by professional associations to which they may belong.

(cf. [2111](#) - Superintendent Governance Standards)

(cf. [9005](#) - Governance Standards)

Each employee should make a commitment to acquire the knowledge and skills necessary to fulfill his/her responsibilities and should focus on his/her contribution to the learning and achievement of district students.

(cf. [2111](#) – Superintendent Governance Standards)

(cf. [9005](#) – Governance Standards)

Staff Conduct with Students

The Board of Trustees expects all employees to exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property. Inappropriate employee conduct shall include, but not be limited to, engaging in harassing or discriminatory behavior; engaging in inappropriate socialization or fraternization with a student; soliciting, encouraging, or establishing an inappropriate written, verbal, or physical relationship with a student; furnishing tobacco, alcohol, or other illegal or unauthorized substances to a student; or engaging in child abuse.

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

(cf. [4040](#) – Employee Use of Technology)

(cf. [5131](#) – Conduct)

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

BP 4119.21(b)

4219.21

4319.21

**CODE OF ETHICS
PROFESSIONAL STANDARDS**

An employee who observes or has evidence of inappropriate conduct between another employee and a student shall immediately report such conduct to the principal or Superintendent or designee. An employee who has knowledge of or suspects child abuse shall file a report pursuant to the district's child abuse reporting procedures as detailed in AR 5141.4 – Child Abuse Prevention and Reporting.

(cf. 5141.4 – Child Abuse Prevention and Reporting)

Any employee who is found to have engaged in inappropriate conduct with a student in violation of the law or this policy shall be subject to disciplinary action.

(cf. 4118 – Suspension/Disciplinary Action)

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

An employee who has knowledge of but fails to report to inappropriate employee conduct may also be subject to discipline.

Legal Reference:

EDUCATION CODE

200-262.4 – Prohibition of discrimination on the basis of sex

PENAL CODE

11164-11174.4 – Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80331-80338 Rules of conduct for professional educators

Management Resources:

CDE PUBLICATIONS

California Professional Standards for Educational Leaders, 2001

COUNCIL OF CHIEF STATE SCHOOL OFFICERS PUBLICATIONS

Standards for School Leaders, 1996

NATIONAL EDUCATION ASSOCIATION PUBLICATIONS

Code of Ethics of the Education Profession, 1975

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education: <http://www.cde.ca.gov>

Council of Chief State School Officers: <http://www.ccsso.org>

California Teachers Association: <http://www.cta.org>

California Federation of Teachers: <http://www.cft.org>

California School Employees Association: <http://www.csea.com>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

**~~RULES OF CONDUCT FOR PROFESSIONAL EDUCATORS~~
CODE OF ETHICS FOR THE EDUCATION PROFESSION**

CODE OF ETHICS OF THE EDUCATION PROFESSION

*****Note: The following exhibit reproduces the Code of Ethics of the Education Profession adopted by the National Education Association in 1975. This code is used by the California Teachers Association and is distributed to teachers in the CTA Handbook. *****

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurturing of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

Principle I. Commitment to the Student

The educator strives to help each student realize his/her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

- 1. Shall not unreasonably restrain the student from independent action in the pursuit of learning**
- 2. Shall not unreasonably deny the student access to varying points of view**
- 3. Shall not deliberately suppress or distort subject matter relevant to the student's progress**

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety
5. Shall not intentionally expose the student to embarrassment or disparagement
6. Shall not on the basis of race, color, creed, gender, national origin, marital status, political or religious beliefs, family, social, or cultural background, or sexual orientation, unfairly:
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage
8. Shall not disclose information in the course of professional service unless disclosure serves a compelling professional purpose or is required by law

Principle II. Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation of the profession, the educator:

1. Shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications
2. Shall not misrepresent his/her professional qualifications
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position

5. **Shall not assist a non-educator in the unauthorized practice of teaching**
6. **Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law**
7. **Shall not knowingly make false or malicious statements about a colleague**
8. **Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action**

~~Title 5, Article 3. Rules of Conduct for Professional Educators.~~

~~General Provisions:~~

- ~~80331~~ (a) — These rules are binding upon every person holding a credential or any license to perform educational services under the jurisdiction of the Commission on Teacher Credentialing and the consequences of any willful breach may be revocation or suspension of the credential or license or private admonition of the holder.
- (b) — Nothing in these rules is intended to limit or supersede any provision of law relating to the duties and obligations of certificated persons or to the consequences of the violation of such duties and obligations. The prohibition of certain conduct in these rules is not to be interpreted as approval of conduct not specifically cited.
- (c) — These rules may be cited and referred to as "Rules of Conduct for Professional Educators".
- (d) — The Commission shall complete a study of the effect of these rules and present its findings to the Governor, the Legislature and the State Board of Education no later than September 1, 1989.
- (e) — As used in these rules:
- (1) — "Certificated person" means any person who holds a certificate, permit, credential or other license authoring the performance of teaching or education related service in grades K through 12 in California public schools.
 - (2) — "Professional employment" means the performance for compensation of teaching or other education related employment in a position for which certification requirements are set by law.
 - (3) — "Confidential information" means information made confidential by Section 35301 of the Education Code; or, information which was provided to the certificated person solely for the purpose of facilitating his/her performance of professional services for or on behalf of the person or employer providing such information.

~~Professional Candor and Honesty in Letters or Memoranda of Employment Recommendation.~~

- ~~80332~~ (a) — A certificated person shall not write or sign any letter or memorandum which intentionally omits significant facts or which states as facts matters which the writer does not know of his/her own knowledge to be true relating to the professional qualifications or personal fitness to perform certificated services of any person whom the writer knows will use the letter or memorandum to obtain professional employment nor shall he/she agree to provide a positive letter of recommendation which misrepresents facts as a condition of resignation or for withdrawing action against the employing agency.

~~(b) — This rule has no application to statements identified in the letter or memorandum as personal opinions of the writer but does apply to unqualified statements as fact that which the writer does not know to be true or to statements as fact that which the writer knows to be untrue.~~

E 4119.21(b)

~~RULES OF CONDUCT FOR PROFESSIONAL EDUCATORS~~ (continued)

~~Withdrawal from Professional Employment.~~

~~80333 (a) — A certificated person shall not abandon professional employment without good cause.~~

~~(b) — "Good cause" includes, but is not necessarily limited to, circumstances not caused by or under the voluntary control of the certificated person.~~

~~Unauthorized Private Gain or Advantage.~~

~~80334 A certificated person shall not:~~

~~(a) — Use for his/her own private gain or advantage or to prejudice the rights or benefits of another person any confidential information relating to students or fellow professionals;~~

~~(b) — Use for his/her own private gain or advantage the time, facilities, equipment or supplies which are the property of his/her employer without the express or clearly implied permission of his/her employer;~~

~~(c) — Accept any compensation or benefit or thing of value other than his/her regular compensation for the performance of any service which he/she is required to render in the course and scope of his/her certificated employment. This rule shall not restrict performance of any overtime or supplemental services at the request of the school employer; nor shall it apply to or restrict the acceptance of gifts or tokens of minimal value offered and accepted openly from students, parents or other persons in recognition or appreciation of service.~~

~~Performance of Unauthorized Professional Services.~~

~~80335 A certificated person shall not, after July 1, 1989:~~

~~(a) — Knowingly, accept an assignment to perform professional services if he or she does not possess a credential authorizing the service to be performed; unless he or she has first exhausted any existing local remedies to correct the situation, has then notified the county superintendent of schools in writing of the incorrect assignment and the county superintendent of schools has made a determination, within 45 days of receipt of the notification, that the assignment was caused by extraordinary circumstances which make correction impossible, pursuant to the procedures referred to in Education Code Section 44258.9 (g) (2) and (3).~~

~~(b) — Knowingly and willfully assign or require a subordinate certificated person to perform any professional service which the subordinate is not authorized to perform by his or her credential or which is not approved by appropriate Board of Trustees authorization, unless he or she has made reasonable attempts to correct the situation but has been unsuccessful and has notified the county superintendent of schools of those attempts and the county superintendent of schools has determined, within 45 days of being notified of the assignment, that the assignment was caused by extraordinary circumstances which make correction impossible.~~

~~(c) — Neither (a) nor (b) shall be applicable in a situation where extraordinary circumstances make the correction of the misassignment impossible.~~

~~(d) — There shall be no adverse action taken against a certificated person under this rule for actions attributable to circumstances beyond his or her control.~~

~~RULES OF CONDUCT FOR PROFESSIONAL EDUCATORS~~ (continued)

~~Performance with Impaired Faculties.~~

~~80336~~ (a) A certificated person shall not:

(1) ~~Perform or attempt to perform any duties or services authorized by his or her credential during any period in which he or she knows or is in possession of facts showing that his or her mental or intellectual faculties are substantially impaired for any reason, including but not limited to use of alcohol or any controlled substance.~~

(2) ~~Assign or require or permit a subordinate certificated person to perform any duties authorized by his or her credential during any period in which the superior certificated person knows of his or her own knowledge or is in possession of facts showing that the subordinate certificated person's mental or intellectual faculties are substantially impaired for any reason, including but not limited to use of alcohol or any controlled substance.~~

(b) ~~For the purpose of this rule, substantial impairment means a visible inability to perform the usual and customary duties of the position in a manner that does not represent a danger to pupils, employees or school property. It does not include or mean inability attributable to lack of or inadequate, professional preparation or education.~~

~~Harassment and Retaliation Prohibited.~~

~~80337~~ No certificated person shall directly or indirectly use or threaten to use any official authority or influence in any manner whatsoever which tends to discourage, restrain, interfere with, coerce or discriminate against any subordinate or any certificated person who in good faith reports, discloses, divulges or otherwise brings to the attention of the Board of Trustees of a school district, the Commission on Teacher Credentialing or any other public agency authorized to take remedial action, any facts or information relative to actual or suspected violation of any law regulating the duties of persons serving in the public school system, including but not limited to these rules of professional conduct.

~~Discrimination Prohibited.~~

~~80338~~ A certificated person shall not, without good cause, in the course and scope of his or her certificated employment and solely because of race, color, creed, gender, national origin, handicapping condition or sexual orientation, refuse or fail to perform certificated services for any person.

version: ~~February 10, 1998~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4119.41/4219.41/4319.41
EMPLOYEES WITH INFECTIONS DISEASE (FIRST READING)***
DATE: November 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.

Revisions to Board Policy 4119.41/4219.41/4319.41 has been updated to add a philosophical statement, definitions of infectious and communicable infectious disease, legal requirement for job applicants to provide evidence that they are free of communicable disease prior to beginning employment, new material on disease prevention and on addressing communicable disease outbreaks in the district's emergency preparedness plan, and legal requirement to report communicable infectious disease to the local health officer. In addition reasonable accommodation was revised for consistency with AR 4032 – Reasonable Accommodation.

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 4119.41/4219.41/4319.41 Employees with Infectious Disease be approved for first reading, with necessary changes as indicated by the Board of Trustees.

EMPLOYEES WITH INFECTIOUS DISEASE

The Board of Trustees **desires to promote the health of district students and staff in order to reduce absenteeism and enhance employee and student performance. The Superintendent or designee shall develop strategies to prevent the outbreak or spread of infectious diseases at district shoools.** ~~encourages each employee to inform the district as soon as possible if he/she contracts an infectious disease which creates a physical or mental disability. The employee may request the Board to consider reasonable accommodation for his/her needs.~~

~~The Board may reassign or grant disability leave to an employee who is unable to perform his/her job responsibilities because of illness or because the employee's illness significantly endangers his/her health or safety or the health or safety of others.~~

~~(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)~~

~~(cf. 4261.1 - Personal Illness/Injury Leave)~~

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

~~(cf 5113.1 - Chronic Absence and Truancy)~~

An infectious disease is one that is caused by a microorganism and is potentially transmittable to another individual, whether through airborne transmission, bloodborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. A communicable infectious disease, such as influenza or chicken pox, is contagious and can be readily transmitted by infectious bacterial or viral organisms.

In accordance with law, job applicants shall be required to provide evidence that they are free of tuberculosis or any other communicable infectious disease prior to beginning employment.

~~(cf. 4112.4/4212.4/4312.4 - Health Examinations)~~

To prevent the outbreak or spread of infectious diseases, the Superintendent or designee may provide infection prevention supplies and information to employees, including information about recommended vaccinations. Employees also shall observe universal precautions to avoid contact with potentially infectious blood or other bodily fluids.

~~(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)~~

~~(cf. 4119.43/4219.43/4319.43 - Universal Precautions)~~

The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable infectious disease. In addition, a school nurse or other health care provider who knows of or is in attendance on a case or suspected case of any of the diseases or conditions listed in 17 CCR 2500 shall make a report to the local health officer. If no health care provider is in attendance, any individual having knowledge of a person who is suspected to be suffering from one of the specified diseases or conditions may make a report to the local health officer. (17 CCR 2500, 2508)

EMPLOYEES WITH INFECTIOUS DISEASE

Nondiscrimination/Reasonable Accommodation

The district shall not discriminate against any employee or job applicant who has an infectious disease that meets the federal or state definition of a disability under the Americans with Disabilities Act, California Fair Employment and Housing Act, or Section 504 of the Federal Rehabilitation Act.

~~No employee will be discriminated against because of his/her disability. Legal protections established for disabled persons extend to individuals significantly impaired by infectious diseases.~~

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

~~(cf. 4030 - Nondiscrimination in Employment)~~

~~(cf. 4031 – Complaints Concerning Discrimination in Employment)~~

~~(cf. 4112.4/4212.4/4312.4 - Health Examinations)~~

Upon request, any qualified person with a disability shall be provided reasonable accommodation to perform the essential duties of his/her position in accordance with the criteria and processes described in AR 4032 – Reasonable Accommodation.

~~When informed that an employee has a disabling infectious disease, the Superintendent or designee may request that the employee sign a release form to provide confidential medical information and records.~~

~~In determining a reasonable accommodation of the employee's condition, the Superintendent or designee may consult with public health officials or physicians with expertise in the diagnosis and treatment of infectious disease. The Superintendent or designee may also communicate with the employee's physician regarding the employee's ability to perform the essential requirements of the job with reasonable accommodation and without posing significant health or safety risks to the employee or others.~~

~~The Superintendent or designee shall prepare a confidential report which includes his/her recommendation and the medical information upon which it is based. These recommendations shall take into consideration:~~

- ~~1. The nature of the disease and the probability of its being transmitted, including the duration and severity of the risk.~~
- ~~2. The physical condition of the employee, including diagnosis, treatment and prognosis of the condition.~~
- ~~3. The actual requirements of the employee's job and the expected type of interaction with others in the school setting.~~

BP 4119.41(c)
4219.41
4319.41

EMPLOYEES WITH INFECTIOUS DISEASE

~~This report shall be forwarded to the Board for confidential review and action.~~

~~The job assignment of an employee with a disabling infectious disease shall be reevaluated whenever there is a change in medical knowledge or in the employee's medical regimen or health which might affect his/her assignment.~~

Confidentiality

~~The Board and the Superintendent or designee shall ensure that employee rights to confidentiality are strictly observed. The district shall disclose medical record information only to the extent required or permitted by law. The medical records of any employee with a disabling infectious disease shall be held in strict confidence.~~

Legal Reference:

EDUCATION CODE

44839 *Medical certificate; periodic medical examination*

44839.5 *Requirements for employment of retirant*

49406 *Examination for tuberculosis (employees)*

CIVIL CODE

56-56.37 *Confidentiality of medical information*

GOVERNMENT CODE

12900-12996 *Fair Employment and Housing Act*

HEALTH AND SAFETY CODE

120975-121020 *Mandated blood testing and confidentiality to protect public health*

CODE OF REGULATIONS, TITLE 2

7293.5-7294.2 *Discrimination based on disability*

CODE OF REGULATIONS, TITLE 5

5502-5504 *Medical certification*

CODE OF REGULATIONS, TITLE 17

2500 *Reportable diseases and conditions*

2508 *Reporting of communicable diseases; duty of schools*

UNITED STATES CODE, TITLE 29

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

12101-12213 *Americans with Disabilities Act*

COURT DECISIONS

Chevron USA v. Echazabal, (2002) 536 U.S. 73, 122 S.Ct. 2045

School Board of Nassau County, Florida v. Arline, (1987) 408 U.S. 273

Management Resources:

CSBA PUBLICATIONS

H1N1 Influenza (Swine Flu), Fact Sheet, April 2009

Pandemic Influenza, Fact Sheet, September 2007

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH PUBLICATIONS

California HIV/AIDS Laws, 2009, January 2010

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002

WEB SITES

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

California Department of Public Health: *<http://www.cdph.ca.gov>*

California School Nurses Organization: *<http://www.csno.org>*

Centers for Disease Control and Prevention: *<http://www.cdc.gov>*

Equal Employment Opportunity Commission: *<http://www.eeoc.gov>*

U.S. Department of Health and Human Services: *<http://www.hhs.gov>*

Policy

adopted: ~~February 10, 1998~~

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4222 TEACHER
AIDES/PARAPROFESSIONALS (FIRST READING)***
DATE: November 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.

Revisions to Board Policy 4222 has been updated to reflect changes in education code and law related to the qualifications for paraprofessionals and paraprofessionals funded by Title I programs and to include E 4222.

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 4222 Teacher Aids/Paraprofessionals be approved for first reading, with necessary changes as indicated by the Board of Trustees.

TEACHER AIDES/PARAPROFESSIONALS

The Board of Trustees favors the use of paraprofessionals and considers them to be members of a professional team dedicated to the best interests of students. By relieving teachers of duties that do not require professional training, noncertificated persons allow teachers to dedicate their skills, knowledge and efforts primarily to teaching. Para-professionals also can help teachers to provide individualized student instruction and an enriched educational program.

The district shall employ paraprofessionals in those classes where they will provide the greatest benefit to students, taking into consideration such factors as large class size, student age group and teacher workload.

The Superintendent or designee shall ensure that all paraprofessionals ~~have appropriate training and supervision~~ **possess the qualifications required by law for their positions.**

(cf. 4212 - Appointment and Conditions of Employment)

(cf. 5142 - Safety)

Paraprofessionals shall be under the immediate supervision and direction of certificated personnel.

Paraprofessionals are expected to be courteous, discrete, cooperative and dependable, to employ high ethical standards as they work with students, and to respect school rules, district policies and administrative regulations.

(cf. 1240 - Volunteer Assistance)

The Board recognizes the need for qualified teaching staff and encourages paraprofessionals to seek opportunities leading to a teaching credential. The district shall support these efforts to the extent possible, particularly as they relate to obtaining bilingual or special education credentials.

(cf. 4112.21 - District Interns)

Legal Reference:

EDUCATION CODE

45340-45349 Instruction aides, especially

45344 Duties and qualifications

45344.5 Required passing of basic skills proficiency examination by instructional aides

45347 Instructional aides as classified employees

45350-45354 Teacher assistants

45360-45367 Teacher aides, especially

45361.5 Required passing of basic skills proficiency examination by teacher aides

54480-54486 Special Teacher Employment Programs

69619.1 Establishment of program

CODE OF REGULATIONS, TITLE 5

12065-12070 Teacher aides

TEACHER AIDES/PARAPROFESSIONALS

Qualifications and Duties of Paraprofessionals

No person shall be initially assigned to assist in instruction as a paraprofessional unless he/she has demonstrated proficiency in reading, writing, and mathematics skills up to or exceeding that required for high school seniors pursuant to Education Code 51220(a) and (f) in the high school district that includes all or the largest portion of the district. (Education Code 45330, 45344.5, 45361.5)

A paraprofessional who has passed a proficiency test in another district and was employed in the same capacity shall be considered to have met the district's proficiency standards, unless the district determines that the other district's test is not comparable. (Education Code 45344.5, 45361.5)

Instructional aides shall perform only such duties as, in the judgment of the certificated personnel to whom the instructional aide is assigned, may be performed by a person not licensed as a classroom teacher. These duties shall not include assignment of grades to students. (Education Code 45344)

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

Instructional aides need not perform their duties only in the physical presence of the teacher, but the teacher shall retain responsibility for the instruction and supervision of the students in his/her charge. (Education Code 45344)

Additional Qualifications and Duties of Paraprofessionals in Title I Programs

All paraprofessionals working in a program supported by federal Title I funds shall have received a high school diploma or its equivalent. (20 USC 6319; 34 CFR 200.58; Education Code 45330)

(cf. 6171 - Title I Programs)

In addition, at least one of the following criteria shall be met immediately by paraprofessionals hired on or after January 8, 2002, and by the end of the 2005-06 school year by paraprofessionals hired before January 8, 2002: (20 USC 6319; 34 CFR 200.58; Education Code 45330)

1. Completion of at least two years of study at an institution of higher education

In accordance with the definition adopted by the State Board of Education, "two years of study" shall be equal to 48 semester units or equivalent quarter units.

2. Possession of an associate's degree or higher
3. Knowledge of and ability to assist in instructing reading, writing, and mathematics, as demonstrated through a local or state assessment

TEACHER AIDES/PARAPROFESSIONALS

A paraprofessional who was hired on or before January 1, 2003, shall be deemed to have met the proficiency exam requirements of item #3 above if he/she has previously demonstrated, through a local assessment, knowledge of and an ability to assist in instructing reading, writing, and mathematics. (Education Code 45330)

When a paraprofessional has previously worked in another district, the Superintendent or designee may determine whether any assessments conducted by the previous district satisfy the proficiency criteria of item #3 above.

Items #1-3 above shall not apply to any paraprofessional: (20 USC 6319; 34 CFR 200.58; Education Code 45330)

- 1. Who is proficient in English and a language other than English and who provides services primarily to enhance the participation of children in Title I programs by acting as a translator**
- 2. Whose duties consist solely of conducting parental involvement activities consistent with 20 USC 6318**

Paraprofessionals working in a program supported by Title I funds may be assigned to: (20 USC 6319; 34 CFR 200.59)

- 1. Provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher**
- 2. Assist with classroom management, such as organizing instructional and other materials**
- 3. Provide assistance in a computer laboratory**
- 4. Conduct parental involvement activities**
- 5. Provide support in a library or media center**
- 6. Act as a translator**
- 7. Provide instructional services to students, provided that the paraprofessional is working under the direct supervision of a teacher**

Title I paraprofessionals may assume limited duties that are assigned to similar personnel in non-Title I programs, including duties beyond classroom instruction or that do not benefit Title I students, in the same proportion of total work time as non-Title I paraprofessionals. (20 USC 6319; 34 CFR 200.59)

TEACHER AIDES/PARAPROFESSIONALS

The principal of each school operating a Title I program shall annually attest in writing as to whether the school is in compliance with federal requirements regarding qualifications and duties of paraprofessionals listed above. Copies of attestations shall be maintained at the school and district office and shall be available to the public upon request. (20 USC 6319)

Parental Notification

At the beginning of each school year, a parent/guardian shall be notified that he/she may request information regarding whether his/her child is provided services by paraprofessionals and, if so, their qualifications. (20 USC 6311)
(cf. 5145.6 - Parental Notifications)

Classified Personnel

ATTESTATION REGARDING TITLE I PARAPROFESSIONALS

School: _____ **Principal:** _____

1. I certify that every paraprofessional hired after January 8, 2002, and working in a program supported by Title I funds, unless he/she is exempted by law, has received a high school diploma or its equivalent and has met at least one of the following criteria pursuant to 20 USC 6319:

- a. Completed at least two years of study at an institution of higher education**
 - b. Obtained an associate's or higher degree**
 - c. Met a rigorous standard of quality and demonstrated, through a locally determined academic assessment, knowledge of and the ability to assist in instructing either reading, writing and mathematics or reading readiness, writing readiness and mathematics readiness**
- 2. All paraprofessionals working in a Title I program are performing duties consistent with 20 USC 6319.**

Signature: _____

Date: _____



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4112.24 TEACHER QUALIFICATIONS
UNDER THE NO CHILD LEFT BEHIND ACT (FIRST READING)***
DATE: November 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 adoption due to changes in Education Code or statute.

Board Policy 4112.14 updates our policies to align with the No Child Left Behind Act of 2001 (NCLB), the reauthorization of the Elementary and Secondary Education Act. The policy reflects the district's current practice with regards to "highly qualified" teachers and the HOUSSE methods used to support subject matter competence to ensure the district is in compliance with NCLB.

RECOMMENDATION

It is recommended that revisions to Board Policy 4112.24 Teacher Qualifications Under the No Child Left Behind Act be approved for first reading, with necessary changes as indicated by the Board of Trustees.

Certificated Personnel

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

Recognizing the importance of teacher effectiveness in improving student achievement, the Board of Trustees desires to recruit and hire teachers for core academic subjects who possess the subject matter knowledge and teaching skills required by the federal No Child Left Behind Act (NCLB).

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

(cf. 6171 - Title I Programs)

All teachers employed to teach core academic subjects shall be "highly qualified" as defined by federal law and the State Board of Education. (20 USC 6319, 7801; 34 CFR 200.55; 5 CCR 6100-6126)

The Superintendent or designee shall inform teachers of NCLB requirements and shall identify additional qualifications, if any that individual teachers need to demonstrate in order to meet the requirements. He/she shall work with individual teachers to develop a plan for attaining full qualifications.

The Superintendent or designee shall monitor the distribution of "highly qualified" teachers among district schools and develop strategies, as needed, to encourage teachers who meet NCLB requirements to teach in schools with the lowest student performance.

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 4113 - Assignment)

(cf. 4114 - Transfers)

The Superintendent or designee shall report to the Board on the progress of the district's teachers toward becoming fully qualified. Such reports shall include, but need not be limited to, the percentage of teachers in core academic subjects, districtwide and at each school, who meet the definition of a "highly qualified" teacher in accordance with federal law, and the percentage of teachers who are receiving professional development to enable them to satisfy this definition. (20 USC 6319)

(cf. 4131 - Staff Development)

(cf. 4131.1 - Beginning Teacher Support/Induction)

Legal Reference:

EDUCATION CODE

44500-44508 Peer Assistance and Review Program for Teachers

44662 Performance evaluation; Stull Act review

44664 Teacher evaluation; program to improve performance

44865 Alternative programs

CODE OF REGULATIONS, TITLE 5

6100-6126 Teacher qualifications, No Child Left Behind Act

Legal Reference: (continued)

80021 Short-term staff permit

80021.1 Provisional internship permit

80089.3-80089.4 Subject matter authorizations

UNITED STATES CODE, TITLE 20

1401 Definition of highly qualified special education teacher

6311 Parental notifications

6312 Title I local educational agency plan

6314 Schoolwide programs

6315 Targeted assistance schools

6319 Highly qualified teachers

7345-7345b Small Rural Schools Achievement Program

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

200.61 Parent notification regarding teacher qualifications

300.18 Highly qualified special education teachers

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings, January 2007

NCLB Teacher Requirements Resource Guide, March 1, 2004

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Standards of Quality and Effectiveness for Professional Teacher Induction Programs, March 2002

Standards of Quality and Effectiveness for Professional Teacher Preparation Programs, September 2001

California Standards for the Teaching Profession, July 1997

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, ESEA Title II, Part A, Non-Regulatory Guidance, revised October 5, 2006

New No Child Left Behind Flexibility: Highly Qualified Teachers, Fact Sheet, March 15, 2004

WEB SITES

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

California Department of Education, NCLB Teacher Quality: <http://www.cde.ca.gov/nclb/sr/tq>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

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

Policy

Adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Fountain Valley, California

Certificated Personnel

Teacher Qualifications Under The No Child Left Behind Act

Definitions

Core academic subjects include English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography. (20 USC 7801)

Hard-to-staff setting means a middle or high school classroom eligible for the federal Small Rural Schools Achievement Program, a middle or high school special education classroom, or a middle or high school alternative education program as specified in Education Code 44865, including home teaching, hospital classes, necessary small high schools, continuation schools, alternative schools, opportunity schools, juvenile court schools, county community schools, and district community day schools. (5 CCR 6100)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

High Objective Uniform State Standard Evaluation (HOUSSE) is a method of determining a teacher's subject matter competence using forms developed by the California Department of Education (CDE). HOUSSE Part 1 consists of a summation of the teacher's years of experience, coursework, professional development, and service to the profession. HOUSSE Part 2, to be conducted only if Part 1 does not indicate subject matter competency, consists of direct observation and portfolio assessment and, if necessary, completion of the Peer Assistance and Review Program for Teachers or other individualized professional development plan. (5 CCR 6104)

Level 1 professional development means training that will provide a teacher with the requisite understanding of each set of state content standards. **Level 2 professional development** means training that will provide a teacher with more in-depth understanding of the content standards than provided in a Level 1 professional development program. The trainings shall be consistent with state-adopted academic content standards, curriculum frameworks, and adopted texts and shall incorporate the assessment of subject matter competency as outlined in the CDE's document California's Subject Matter Verification Process for Middle and High School Level Teachers in Special Settings. For each type of training, at least 36 hours in the core subject for which the teacher is being certified is required to substantively address the subject matter content. (5 CCR 6100, 6105)

Teacher Qualifications Under The No Child Left Behind Act

Teacher new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, on or after July 1, 2002. (5 CCR 6100)

Teacher not new to the profession is a teacher who either graduated from an accredited institution of higher education and received a credential, or was enrolled in or had completed an approved intern program, before July 1, 2002. (5 CCR 6100)

Teacher Qualifications

To meet the teacher qualification requirements of the federal No Child Left Behind Act (NCLB), a teacher of a core academic subject shall meet all of the following conditions: (20 USC 6319, 7801; 34 CFR 200.55, 200.56, 300.18; 5 CCR 6101, 6104, 6105, 6110)

- 1. Hold a bachelor's degree**
- 2. Hold a full credential or be currently enrolled in an approved intern program for less than three years**
(cf. 4112.2 - Certification)
(cf. 4112.21 - Interns)
- 3. Demonstrate subject matter competency in accordance with the applicable requirements below**
(cf. 6171 - Title I Programs)

A teacher who holds a supplementary authorization or is employed on a local teaching assignment shall meet the teacher qualification requirements of NCLB if he/she holds a California teaching credential and has demonstrated subject matter competency for the grade span and subject matter taught. (5 CCR 6116)

A teacher shall not meet the teacher qualification requirements of NCLB if he/she is teaching with a short-term staff permit, a provisional internship permit, or a state or local waiver for the grade or subject taught. (5 CCR 6115, 80021, 80021.1)

Demonstration of Subject Matter Competency

Subject matter competency shall be demonstrated in accordance with the following requirements based on the grade levels taught and the teacher's length of time in the profession:

Teacher Qualifications Under The No Child Left Behind Act

- 1. An elementary teacher who is new to the profession shall pass a validated statewide subject matter examination certified by the Commission on Teacher Credentialing (CTC). (5 CCR 6102)**
- 2. An elementary teacher who is not new to the profession shall complete one of the following: (5 CCR 6103-6104)**
 - a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes**
 - b. The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher**
- 3. A middle or high school teacher who is new to the profession shall pass or complete one of the following for every core academic subject currently assigned: (5 CCR 6111)**
 - a. A validated statewide subject matter examination certified by the CTC**
 - b. University subject matter program approved by the CTC**
 - c. Undergraduate major in the subject taught**
 - d. Graduate degree in the subject taught**
 - e. Coursework equivalent to the undergraduate major**
- 4. A middle or high school teacher who is not new to the profession shall pass or complete one of the following for every core subject assigned: (5 CCR 6112)**
 - a. A validated statewide subject matter examination that the CTC has utilized to determine subject matter competency for credentialing purposes**
 - b. University subject matter program approved by the CTC**
 - c. Undergraduate major in the subject taught**
 - d. Graduate degree in the subject taught**

Teacher Qualifications Under The No Child Left Behind Act

- e. Coursework equivalent to the undergraduate major
 - f. Advanced certification or credential, such as certification from the National Board for Professional Teaching Standards
 - g. The HOUSSE, as defined above, to determine the teacher's subject matter competency in each of the core academic subjects taught by the teacher
5. A middle or high school teacher in a hard-to-staff setting, as defined above, shall complete professional development for the subject matter verification process within three years of the date of assignment to such a setting. (5 CCR 6100, 6105)
- a. If the teacher has fewer than 20 total or 10 upper division nonremedial college-level semester units, or equivalent quarter units, in a core academic subject, he/she shall complete both Level 1 and Level 2 professional development courses as defined above.
 - b. If the teacher has fewer than 32 semester nonremedial college-level units, but at least 20 total or 10 upper division nonremedial semester units, or the equivalent quarter units, in a core academic subject, he/she shall complete a Level 2 professional development course.
(*cf. 4131 - Staff Development*)
6. An elementary, middle, or high school special education teacher teaching multiple subjects exclusively to students with disabilities may either: (20 USC 1401; 34 CFR 300.18; 5 CCR 6111)
- a. Meet the requirements above for teachers who are new or not new to the profession, as applicable
 - b. In the case of a new special education teacher who has demonstrated subject matter competency in mathematics, language arts, or science, demonstrate competency in the other core academic subject(s) he/she teaches through the HOUSSE no later than two years after the date of employment

Satisfaction of Requirements Outside District

A teacher who has been determined by another district in California to have met the teacher qualification requirements for the grade level and/or subject taught shall not be required to demonstrate again that he/she meets those requirements. (5 CCR 6120)

Teacher Qualifications Under The No Child Left Behind Act

A teacher who has been determined to meet subject matter competency requirements outside of California shall be considered to have met those requirements for the particular subject and/or grade span in California. The date of issuance of a valid out-of-state credential shall be used to identify a teacher as new or not new to the profession. (5 CCR 6125)

A teacher prepared in a country other than the United States shall be considered to have met NCLB teaching requirements if he/she: (5 CCR 6126)

- 1. Holds a degree from a foreign college or university that is at least equivalent to a bachelor's degree offered by an American institution of higher education**
- 2. Has completed a teacher preparation program that meets CTC requirements for out-of-country trained teachers**
- 3. Demonstrates subject matter competency for the grade span and subjects taught through the same or equivalent processes and methods required of California teachers**
- 4. Holds a California teaching credential**

Certification of Compliance

All teachers teaching core academic subjects shall complete and sign a certificate of compliance with NCLB requirements and attach appropriate documentation. The Superintendent or designee shall verify the information and retain the signed original copy.

The principal of each school receiving Title I funds shall annually attest in writing as to whether the school is in compliance with NCLB requirements related to teacher qualifications. Copies of the attestation shall be maintained at the school and at the district office and shall be available to any member of the public upon request. (20 USC 6319)

District Plan for Highly Qualified Teachers

Within the Title I local educational agency plan, the Superintendent or designee shall develop a plan for ensuring that all teachers of core academic subjects will meet NCLB requirements in accordance with law. As part of this plan, the Superintendent or designee shall provide high-quality professional development designed to enable teachers to meet NCLB requirements. (20 USC 6312, 6319)

Teacher Qualifications Under The No Child Left Behind Act

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to: (20 USC 6311)

- 1. Whether the teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction**
- 2. Whether the teacher is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived**
- 3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree**
- 4. Whether the student is provided services by paraprofessionals and, if so, their qualifications**
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall provide timely notice to individual parents/guardians of students attending a Title I school whenever their child has been assigned to or has been taught for four or more consecutive weeks by a teacher of a core academic subject who does not meet NCLB teacher qualification requirements. (20 USC 6311; 34 CFR 200.61)

The Superintendent or designee shall notify teachers, as appropriate, prior to distributing the above notice to parents/guardians.

The notice and information provided to parents/guardians shall be in an understandable and uniform format and, to the extent practicable, be provided in a language that the parents/guardians can understand. (20 USC 6311)

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT

Regulation Approved:

Fountain Valley, California

Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/12-13 - 17

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 Fountain Valley Education Association (FVEA)**
DATE: November 8, 2012

BACKGROUND:

During the past several months, members of FVEA bargaining team and FVSD bargaining team have met on several occasions to discuss the impact of the State's budget crisis on Fountain Valley School District and the need to reduce expenditures for the current and upcoming year as well as proposed changes in contract language. The District and FVEA reached a tentative agreement on June 14, 2012. The tentative agreement was ratified by FVEA on October 03, 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 during the 2012-2013 should the November 2012 Schools and Local Public Safety Protection Act ballot measure fail and the per student funding reduction exceed \$441. The agreement also includes language changes related to Leaves, 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 FVEA and FVSD for the 2012-13 and 2012-14 school years.

RECOMMENDATION:

It is recommended that Board of Trustees approves the Public Disclosure of Collective Bargaining Agreement between Fountain Valley School District and FVEA for the 2012-13 and 2012-14 school years.

**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 - Fountain Valley Education

School District - Bargaining Unit: Association (FVEA)

Certificated, Classified, Other: Certificated

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

The Governing Board will act upon this agreement on: November 15, 2012
(date)

A. Proposed Change in Compensation

Compensation		Annual Cost Prior to Proposed Agreement FY 2012-13	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2012-13	Year 2 Increase/(Decrease) FY 2013-14	Year 3 Increase/(Decrease) NA
1	Salary Schedule Increase (Decrease)	\$ 18,766,716.00	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
2	Step and Column Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ -	\$ 420,295	
			0.00%	0.00%	0.00%
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.	\$ 2,391,449	\$ -	\$ 53,798	\$ 42,997
			0.00%	0.00%	0.00%
5	Health/Welfare Plans	\$ 2,065,370	\$ -	\$ -	\$ -
			0.00%	0.00%	0.00%
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 23,223,535	\$ -	\$ 474,092.76	
7	Total Number of Represented Employees (Use FTEs if appropriate)	260.00	0	0	0
8	Total Compensation Average Cost per Employee	\$ 89,321	\$ -	\$ -	\$ -
			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.

Five furlough days were included in the original budget for the 2012/13 school year based on a memorandum of understanding agreement with FVEA. Therefore, there is no change in the Year 1 column on page one of this form.

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 FVEA 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 FVEA and the District agree to reopen negotiations. If the \$441 reduction continues in the 2013-2014 school year FVEA 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 certificated salaries and therefore 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: **Fountain Valley Education Association (FVEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2012)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 30,320,154	\$ -	\$ -	\$ 30,320,154
Remaining Revenues (8100-8799)	\$ 4,204,587	\$ -	\$ -	\$ 4,204,587
TOTAL REVENUES	\$ 34,524,741	\$ -	\$ -	\$ 34,524,741
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 17,994,635	\$ -	\$ -	\$ 17,994,635
Classified Salaries (2000-2999)	\$ 4,645,534	\$ -	\$ -	\$ 4,645,534
Employee Benefits (3000-3999)	\$ 6,258,380	\$ -	\$ -	\$ 6,258,380
Books and Supplies (4000-4999)	\$ 557,427	\$ -	\$ -	\$ 557,427
Services, Other Operating Expenses (5000-5999)	\$ 1,514,708	\$ -	\$ -	\$ 1,514,708
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (207,820)	\$ -	\$ -	\$ (207,820)
Other Adjustments				
TOTAL EXPENDITURES	\$ 30,762,864	\$ -	\$ -	\$ 30,762,864
OPERATING SURPLUS (DEFICIT)	\$ 3,761,877	\$	\$	\$ 3,761,877
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,309,701	\$	\$	\$ 2,309,701
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ (6,399,862)	\$	\$	\$ (6,399,862)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (328,284)	*		\$ (328,284)
BEGINNING BALANCE	\$ 2,185,209			\$ 2,185,209
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 1,856,925	\$ -	\$ -	\$ 1,856,925
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ -	\$ -	\$ -	\$ -
Stabilization Arrangements (9750)		\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 180,669	\$ -	\$ -	\$ 180,669
Reserve for Economic Uncertainties (9789)	\$ 1,356,296	\$ -	\$ -	\$ 1,356,296
Unassigned/Unappropriated (9790)	\$ 184,960	\$ -	\$ -	\$ 184,960

* Please see question on page 7.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	Column 1 Latest Board- Approved Budget Before Settlement (As of_07/01/2012)	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)	\$ 785,951	\$ -	\$ -	\$ 785,951
Remaining Revenues (8100-8799)	\$ 6,878,000	\$ -	\$ -	\$ 6,878,000
TOTAL REVENUES	\$ 7,663,951	\$ -	\$ -	\$ 7,663,951
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 4,393,922	\$ -	\$ -	\$ 4,393,922
Classified Salaries (2000-2999)	\$ 4,316,624	\$ -	\$ -	\$ 4,316,624
Employee Benefits (3000-3999)	\$ 2,327,949	\$ -	\$ -	\$ 2,327,949
Books and Supplies (4000-4999)	\$ 836,595	\$ -	\$ -	\$ 836,595
Services, Other Operating Expenses (5000-5999)	\$ 2,177,231	\$ -	\$ -	\$ 2,177,231
Capital Outlay (6000-6599)	\$ 75,117	\$ -	\$ -	\$ 75,117
Other Outgo (7100-7299) (7400-7499)	\$ 228,039	\$ -	\$ -	\$ 228,039
Direct Support/Indirect Cost (7300-7399)	\$ 91,528	\$ -	\$ -	\$ 91,528
Other Adjustments				
TOTAL EXPENDITURES	\$ 14,447,005	\$ -	\$ -	\$ 14,447,005
OPERATING SURPLUS (DEFICIT)	\$ (6,783,054)	\$ -	\$ -	\$ (6,783,054)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ -	\$ -	\$ -	\$ -
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ 6,399,862	\$ -	\$ -	\$ 6,399,862
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (383,192)	\$ *	\$ -	\$ (383,192)
BEGINNING BALANCE	\$ 1,318,495			\$ -
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 935,303	\$ -	\$ -	\$ (383,192)
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Reserves (9740)	\$ 935,303	\$ -	\$ -	\$ 935,303
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

<p style="text-align: center;">Combined General Fund Enter Bargaining Unit: Fountain Valley Education Association (FVEA)</p>				
	Column 1 Latest Board- Approved Budget Before Settlement (As of 07/01/2012)	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)	\$ 31,106,105	\$ -	\$ -	\$ 31,106,105
Remaining Revenues (8100-8799)	\$ 11,082,587	\$ -	\$ -	\$ 11,082,587
TOTAL REVENUES	\$ 42,188,692	\$ -	\$ -	\$ 42,188,692
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 22,388,557	\$ -	\$ -	\$ 22,388,557
Classified Salaries (2000-2999)	\$ 8,962,158	\$ -	\$ -	\$ 8,962,158
Employee Benefits (3000-3999)	\$ 8,586,329	\$ -	\$ -	\$ 8,586,329
Books and Supplies (4000-4999)	\$ 1,394,022	\$ -	\$ -	\$ 1,394,022
Services, Other Operating Expenses (5000-5999)	\$ 3,691,939	\$ -	\$ -	\$ 3,691,939
Capital Outlay (6000-6599)	\$ 75,117	\$ -	\$ -	\$ 75,117
Other Outgo (7100-7299) (7400-7499)	\$ 228,039	\$ -	\$ -	\$ 228,039
Direct Support/Indirect Cost (7300-7399)	\$ (116,292)	\$ -	\$ -	\$ (116,292)
Other Adjustments				
TOTAL EXPENDITURES	\$ 45,209,869	\$ -	\$ -	\$ 45,209,869
OPERATING SURPLUS (DEFICIT)	\$ (3,021,177)	\$ -	\$ -	\$ (3,021,177)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,309,701	\$ -	\$ -	\$ 2,309,701
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	\$ -
CONTRIBUTIONS (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (711,476)	\$ -	\$ -	\$ (711,476)
BEGINNING BALANCE	\$ 3,503,704			\$ 2,185,209
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
CURRENT-YEAR ENDING BALANCE	\$ 2,792,228	\$ -	\$ -	\$ 1,473,733
COMPONENTS OF ENDING BALANCE:				
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ -	\$ -	\$ 135,000
Restricted Reserves (9740)	\$ 935,303	\$ -	\$ -	\$ 935,303
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 180,669	\$ -	\$ -	\$ 180,669
Reserve for Economic Uncertainties (9789)	\$ 1,356,296	\$ -	\$ -	\$ 1,356,296
Unassigned/Unappropriated (9790)	\$ 184,960	\$ -	\$ -	\$ 184,960

* Please see question on page 7.

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **Fountain Valley Education Association (FVEA)**

	2012-13	2013-14	2014-15
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$ 31,106,105	\$ 31,875,150	\$ 32,726,480
Remaining Revenues (8100-8799)	\$ 11,082,587	\$ 11,204,995	\$ 11,340,499
TOTAL REVENUES	\$ 42,188,692	\$ 43,080,145	\$ 44,066,979
EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 22,388,557	\$ 22,808,852	\$ 23,144,763
Classified Salaries (2000-2999)	\$ 8,962,158	\$ 8,993,245	\$ 9,000,880
Employee Benefits (3000-3999)	\$ 8,586,329	\$ 8,749,632	\$ 8,826,072
Books and Supplies (4000-4999)	\$ 1,394,022	\$ 1,394,022	\$ 1,386,384
Services, Other Operating Expenses (5000-5999)	\$ 3,691,939	\$ 3,598,522	\$ 3,604,510
Capital Outlay (6000-6999)	\$ 75,117	\$ 75,117	\$ 75,117
Other Outgo (7100-7299) (7400-7499)	\$ 228,039	\$ 217,497	\$ 213,534
Direct Support/Indirect Cost (7300-7399)	\$ (116,292)	\$ (116,292)	\$ (111,931)
Other Adjustments		\$	\$
TOTAL EXPENDITURES	\$ 45,209,869	\$ 45,720,595	\$ 46,139,329
OPERATING SURPLUS (DEFICIT)	\$ (3,021,177)	\$ (2,640,450)	\$ (2,072,350)
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,309,701	\$ 2,237,481	\$ 1,751,684
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (711,476)	\$ (402,969)	\$ (320,666)
BEGINNING BALANCE	\$ 2,185,209	\$ 2,792,228	\$ 2,389,259
CURRENT-YEAR ENDING BALANCE	\$ 1,473,733	\$ 2,389,259	\$ 2,068,593
COMPONENTS OF ENDING BALANCE:			
Nonspendable Reserves (9711-9719)	\$ 135,000	\$ 135,000	\$ 135,000
Restricted Reserves (9740)	\$ 935,303	\$ 559,337	\$ 98,611
Stabilization Arrangements (9750)	\$ -	\$ -	\$ -
Other Commitments (9760)	\$ -	\$ -	\$ -
Other Assignments (9780)	\$ 180,669	\$ 178,468	\$ 173,987
Reserve for Economic Uncertainties (9789)	\$ 1,356,296	\$ 1,352,457	\$ 1,366,233
Unassigned/Unappropriated (9790)	\$ 184,960	\$ 163,997	\$ 294,762

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)	\$ 45,209,869	\$ 45,720,595	\$ 46,139,329
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	\$ 1,356,296	\$ 1,371,618	\$ 1,381,875

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

a.	General Fund Budgeted Unrestricted Reserve for Economic Uncertainties (9789)	\$ 1,356,296	\$ 1,356,296	\$ 1,352,457
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 184,960	\$ 163,997	\$ 294,762
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	\$ 1,541,256	\$ 1,520,293	\$ 1,647,219
h.	Reserve for Economic Uncertainties Percentage	3.00%	2.97%	2.93%

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 type="checkbox"/>	No	<input checked="" type="checkbox"/>
2013-14	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

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

The District has sufficient reserves in it's Fund 40. General Fund reserves will be updated to 3% at first interim.

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:

Totals of zero agree.

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

Five furlough days were build into the current budget as a memorandum of understanding was in place with FVEA.

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 _____ School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the _____ Bargaining Unit, during the term of the agreement from _____ to _____.

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

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

President or Clerk of Governing Board
(Signature)

Date

Scott R. Martin

Contact Person

714-843-3249

Phone



**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL DEPARTMENT
MEMORANDUM**

To: Dr. Marc Ecker, Superintendent

From: Cathie Abdel, Assistant Superintendent, Personnel

Subject: Tentative Agreement between FVEA and FVSD

Date: November 5, 2012

BACKGROUND

On June 14, 2012, the Fountain Valley Education Association and the Fountain Valley School District reached a "Tentative Agreement" on all matters subject to collective bargaining for the contract year July 1, 2011 through June 30, 2012. On October 3, 2012, the Association notified the District that their members have ratified changes to the collective bargaining agreement. With the Fountain Valley School District's Board of Trustees' ratification, these language changes become part of the 2012-2013 Certificated Agreement.

RECOMMENDATION

It is recommended that the Board of Trustees approve this tentative agreement dated June 14, 2012.

FOUNTAIN VALLEY SCHOOL DISTRICT

AND

FOUNTAIN VALLEY EDUCATION ASSOCIATION

Tentative Agreement

On June 14, 2012, the Fountain Valley Education Association and the Fountain Valley School District reached a "Tentative Agreement" on all matters subject to collective bargaining for the contract year July 1, 2011 through June 30, 2012. On October 3, 2012, the Association notified the District that their members have ratified changes to the collective bargaining agreement. With the Fountain Valley School District's Board of Trustee's ratification, these language changes become part of the 2012-2013 Certificated Agreement.

Language Changes

ARTICLE IX – LEAVES

Section E – JOB SHARE LEAVE

ARTICLE VIII – HEALTH AND WELFARE BENEFITS

Section B – INSURANCE BENEFITS

Section E – DURATION OF BENEFITS

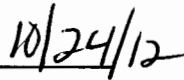
ARTICLE XIV – VOLUNTARY EARLY RETIREMENT

Section B – BENEFITS



Cathie Abdel

Assistant Superintendent, Personnel

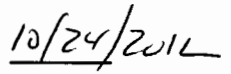


Date



Ed Eldridge

FVEA President



Date

**Memorandum of Understanding Between
Fountain Valley School District and
Fountain Valley Education Association
June 13, 2012**

The Fountain Valley Education Association (FVEA) and the Fountain Valley School District (FVSD) agree to the following:

1. **Based on flat funding from the 2010-2011 school year a reduction in the 2012-2013 work year and corresponding pay of five (5) days is necessary for all employees.**
 - For the 2012-2013 school year the five (5) furlough days for certificated employees will be Friday, December 21, 2012; Wednesday, February 20, 2013; Thursday, February 21, 2013; Friday, February 22, 2013 and Friday, March 29, 2013.
 - The 2012-2013 certificated salary schedule will be revised to reflect the reduction in pay for the five (5) furlough days.
 - The five (5) furlough days will continue in the 2013-2014 school year.

2. **Contingency language for the 2012-2013 and 2013-2014 school year 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 FVEA agree to take an additional ten (10) furlough days over the course of the 2012-2013 and 2013-2014 school years.

3. **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.

4. **2013-2014 School Year**
 - Five (5) additional days will be taken in 2013-2014 for a total of 10 furlough days for the 2013-2014 school year.

5. Contingency language for the 2012-2013 and 2013 – 2014 school years.

- 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 FVEA and the District agree to reopen negotiations.
- The District and FVEA agree to open negotiations for the 2013-2014 school year by December 7, 2012.
- If the \$441.00 per student reduction continues in the 2013-2014 school year the District and FVEA 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.

7. The term for the furlough day agreement is for the 2012-2013 and 2013-2014 school year only and shall expire on June 30, 2014. Effective July 1, 2014 the certificated salary schedule will revert to the 2011-2012 salary schedule.

Executed this day of June 14, 2012


Ed Eldridge, President FVEA


Cathie Abdel, Executive Director, Personnel

Tentative Agreement Between
Fountain Valley School District and
Fountain Valley Education Association
June 14, 2012

CONTRACT LANGUAGE ADDITIONS/CHANGES

ARTICLE IX - LEAVES


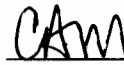
E. JOB SHARE LEAVE

Job Sharing shall refer to two (2) permanent unit members on regular contracts sharing one (1) teaching assignment at a single school, for a period of one year. Unit members who wish to apply for a job share leave for the following school year shall notify the District and complete the District's Job Share Application by March 1st of the prior school year. The selection of applicants shall be discretionary with the District and subject to final approval by the Board of Trustees. The District shall approve or deny requests and notify, in writing, the applicants of its decision and, if denied, the reason for denial, by May 1st.

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

B. INSURANCE BENEFITS

1. The District shall provide all eligible Bargaining Unit Members who work a minimum of 75% (4 hours, 45 minutes) of a full-time position and their dependents the choice of health benefit plans and life insurance in effect each *January 1*, including any increased benefits as may be dictated by law.
2. No changes
3. No changes
4. Under CalPERS, married couples who are both employed by the Fountain Valley School district may not carry dual health benefit coverage
5. No changes
6. Eligible Bargaining Unit Members may waive their health benefits (medical, dental and vision), excluding life insurance, by submitting a waiver form and proof of outside medical coverage.
7. No change
8. No change

E. DURATION OF BENEFITS

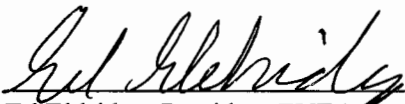
1. No change
2. No change
3. No change
4. Bargaining Unit Members who complete the school year and work at least seventy-five (75%) percent of the school year and subsequently are not reemployed, take a leave of absence, retire, or resign, shall be provided benefits through the last day of *August* of the following school year.
5. All benefits for Bargaining Unit Members subjected to Reduction in Force (RIF) shall continue through *August 31* of the following school year.

ARTICLE XIV: VOLUNTARY EARLY RETIREMENT PROGRAM

B. BENEFITS

1. No change
2. No change
3. No change
4. No change
5. Any amount due for medical benefits will be deducted on a monthly basis from the retirees STRS/PERS retirement checks. Retirees eligible for the District's cap for his/her health benefits will be reimbursed on a monthly basis up to the amount of the District's cap at the time of the retiree's retirement minus medical benefit administrative costs and any other elected insurance coverage costs, at the time of the retiree's retirement. Reimbursements will be made by the 10th of each month.
6. No change
7. No change

Executed this day of June 14, 2012


Ed Eldridge, President FVEA


Cathie Abdel, Executive Director, Personnel

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

October 18, 2012

MINUTES

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

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Motion: Mrs. Allcorn moved to approve the meeting agenda.

AGENDA APPROVAL

Second: Mrs. Edwards

Vote: 5-0

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

PUBLIC COMMENTS

Mr. Collins announced that the Board would retire into Closed Session. 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.
- 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.

- Pupil Personnel: *Education Code 48912(b) and 48918(c)*
Student Expulsion or other disciplinary matters.

The public portion of the meeting resumed at 7:05pm.
Mr. Templin led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Mrs. Edwards read the following Closed Session Announcement:

CLOSED SESSION
ANNOUNCEMENT

“In closed session, the governing board took action by a vote of 5 to 0 to suspend the expulsion of student #5079683002 and transfer the student to Talbert Middle School through the 3rd trimester of the 2012-13 school year.

SPECIAL PRESENTATIONS

Energy Conservation Manager Gregg Millett presented the 2012 Energy Star Award Recognition for Fountain Valley School District to the Board of Trustees. He reviewed the district's success in conserving energy and the successful recognition of the district and our sites with both Energy Star Leader and Energy Star 20% Saving certifications. He explained that Energy Star Leader certification is awarded in recognition of continuing improvement organization-wide and an EPA rating of 75 or better. He noted that all 11-school sites and the District Office have received dual Energy Star recognitions.

2012 STAR ENERGY
AWARD RECOGNITION

PUBLIC HEARINGS

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

CERTIFICATION OF
PROVISIONS OF
STANDARDS-ALIGNED
INSTRUCTIONAL
MATERIALS

BOARD REPORTS AND COMMUNICATIONS

Mrs. Allcorn attended the Taste of Fountain Valley and was happy to win one of the baskets. She also attended one of the information meetings for Measure N, noting that it was well attended by staff. She also enjoyed the Candidates' Forum and noted that it was also well-attended and provided good information.

BOARD REPORTS AND
COMMUNICATIONS

Mrs. Crandall congratulated Ms. Silavs for the awarding of a \$10,000 grant from OCDE to the district for our VAPA Program. She enjoyed the Taste of Fountain Valley and was pleased to report that 242 attended and \$14,430.75 profit was raised. She

also attended the Boys and Girls Club of Huntington Valley's fundraiser, noting that it was well attended. She also attended the Candidates' Forum as well as the Mayor's Breakfast with Sheriff Hutchens. She also attended the FVEF meeting and noted the next fundraising event will be FV Music Live.

Mr. Edwards participated in phone banking for Measure N with Plavan school as well as attending the Taste of Fountain Valley, noting that it was a great evening. She also enjoyed the SPC meeting and noted the huge concern amongst PT presidents regarding the parking and drop off issues at our sites and the safety concerns. She was pleased to report seeing police at Plavan. She also attended the Candidates' Forum and the CSBA Delegate Assembly which included validation of the Golden Bell award to Edison High School for their SUCCESS program, which was developed for autistic students from age 14-22.

Mr. Templin enjoyed the Taste of Fountain Valley, also winning a basket that evening. He attended the ACE meeting where Measure N and the Sacramento Safari were discussed. He enjoyed the Candidates' Forum noting that everyone did a great job and he appreciated what he was able to learn of our candidates from this. He also participated in an Eagle Scout committee Court of Honor.

Mr. Collins attended the Taste of Fountain Valley as well as the FVEF meeting and noted his pride in their accomplishments. He attended the Masuda PTA meeting and was pleased with the number of teachers in attendance, a growing trend at all of our schools. He also attended the induction of Orange County Superintendent of Schools, Dr. Al Mijares, noting that Marion Bergeson gave a delightful introduction. He attended a meeting with the local school board presidents noting that an open letter to the community showing the budget cuts affecting our districts across the year will be submitted to the *OC Register* and *The Independent* from this group. He participated in the Candidates' Forum as well as attending the SPC meeting. He gave Dr. Ecker the opportunity to comment on the parking issues and safety concerns over drop-offs at Gisler, Plavan and Cox. Dr. Ecker noted that at all of our schools there is a great influx of traffic at the beginning of the year. He noted that at Cox we have worked with the city engineer to assist in moving our teacher parking to the back lot while drop-off takes place in the front lot. He noted that in dealing with this over the years, and the decrease from 11 schools to 10, a large part of it has to do with behavior. There is behavioral modification and structural modification. While the

district does not have a solution yet, it continues to work on this, noting the plan to get the principals and city officials together to discuss the means to communicate to parents the rules and assist in the behavioral portion of the problem. The nature of our lots are such that they were not built for the amount of car traffic that they encounter in the mornings; instead built for students walking into school or riding their bikes. He noted that our cities have been very helpful. Mr. Collins noted that he also attended the Chamber of Commerce luncheon on technology and the Mayor's Breakfast. He also commended the District and staff for an amazing API score of 911 for 2011-12.

PUBLIC COMMENTS

There were no requests to address the Board.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mrs. Edwards moved to adopt Resolution 2013-16: Establishing a Citizen's Bond Oversight Committee and Approving Bylaws Therefore.

Second: Mr. Templin

Mrs. Crandall noted her concerns with this item and its timing. She explained that she reviewed the Fountain Valley Technology Bond proposal by G. K. Baum presented to the board at the April 26th meeting and the included timeline through November 2012 in which she noted that nowhere in the document was the recommendation for the preparation of an oversight committee at this time included. She noted that in approving the resolution to go after a bond, the board became a tax levying entity, and as such, we are asking the voters for their approval on that. To approve the setup of this oversight committee, 19 days before the vote would be presumptuous of the board and disrespectful of the wishes of the voters. She noted in that in the application for participation on the oversight committee it states that after a bond is passed under Proposition 39, state law requires that a school board establish an oversight committee. She noted that the word "after" does not mean before, during or the day of. She noted that the oversight committee is governed by Ed Code 15278 and the oversight committee is a tradeoff in law for lowering the threshold of passage from two thirds to 55% and there are specific timelines for the setting up of the committee. The committee must be appointed by the governing body within 60 days of the governing body entering the results of the election into the minutes. So, if we are

RESOLUTION 2013-16: ESTABLISHING A CITIZEN'S BOND OVERSIGHT COMMITTEE AND APPROVING BYLAWS THEREFORE

to follow this timeline, the election will be held on November 6th and not certified until 2-3 weeks later, between November 21st and 27th. This means that the first opportunity to enter the results of the election into the minutes is the December 13th meeting or by calling a special board meeting. It is then at that time that the 60-day timeline would be triggered, giving staff until February 11th for this process to take place. She noted that there might be a concern over postponing this resolution until December 13th because of the possibility of the composition of the board changing due to the election. However, she noted that changing the composition of the board will have no bearing on the results as the oversight committee's establishment is in Education Code and every trustee upon taking the oath of office must then follow the law. She noted that for this reason, she would be more comfortable reagendaing Resolution 2013-16 on the December 13th agenda, as it would show a greater sensitivity to the voters.

Mr. Templin noted his interest in hearing why we should not delay this.

Dr. Ecker noted that this came to us at the recommendation of our bond counselor, so it is perfectly legal. In terms of the distribution of the resolution and the application, these would occur in line with the guidelines following the election. If the bond is unsuccessful, it would not be distributed. He noted that there are some advantages in doing this now. We are already doing several things in advance in terms of preparations including financial preparations, legal work by the bond counsel, and a committee working on our technology plan. So, the first reason to do this now is to have this ready to go and hit the ground running when we are legally able, whether that is the certification of the election, as advised by bond counsel. He noted that we would not be constrained by our board meeting schedule. In addition, he noted that we are already doing a lot of this work and that also, this is done by a majority of school districts in advance. He noted that the most immediate benefit of doing it now is that we don't pay for the cost of the resolution, drawn by legal counsel. After the passing of the bond, this work would be charged to the bond. He noted that he did ask counsel if this is legal and are there advantages, and he received affirmative in each one. He explained that this saves money, allows us to hit the ground running and not be constrained by board dates when the election is certified. These reasons are in addition to the cost savings to the district, and there is no down side to this. He noted that in terms of showing disrespect to voters, voters will make their decision and it is an efficient way to operate that saves us money. And given that this is the manner done by most districts going after a bond, he cannot see a cost outweighing the benefits and is why it was brought to

the board tonight.

Motion: Mrs. Crandall moved for a substitute motion, placing Resolution 2013-16 Establishing a Citizen's Oversight Committee and Approving Bylaws Therefore on the December 13th agenda.

After discussion of whether a substitute motion would take precedence over a motion currently on the floor, Mrs. Crandall instead offered an amended motion at Dr. Ecker's suggestion.

Motion: Mrs. Crandall offered an amended motion, placing Resolution 2013-16: Establishing a Citizen's Bond Oversight Committee and Approving Bylaws Therefore on the December 13th agenda.

Second: Mr. Templin

Mr. Templin noted that what Dr. Ecker explained makes sense and yet there is something to what Mrs. Crandall said. He explained that this has been a difficult thing for him but that regardless of how he feels, he voted on it because he wanted it to go to the voters to allow them the opportunity to vote on it. He noted that while we are not to go on our feelings, there is a sense that things move very fast and while there isn't anything that Dr. Ecker said that he disagrees with, he would feel better about slowing things down.

Mrs. Crandall noted that the resolution and application has already been drafted and thus there will be no additional cost. In addition, staff time would either come now or if approved, later and this would not have to be walked back should the voters not go for it.

Mrs. Edwards asked if it would indeed have to be walked back or could it simply die if not passed by the voters. Dr. Ecker responded that he is not sure if Mrs. Crandall has a point in terms of cost, if the board would be able to bring this exact same resolution and application back on the December 13th agenda or if it would need further legal review because of the change of date. He noted that he would imagine the resolution could possibly stand. He explained that the real benefit would be to have everything in place and ready to go as timing is important. He noted not being to see a down side in light of all of the preparation done to this point. He would need to check with legal counsel regarding any additional costs in tabling this resolution.

Mrs. Allcorn noted that she is a supporter of Measure N, yet she does feel like Mr. Templin in not wanting to hinder staff and perhaps we should wait until it passes to establish this.

Mrs. Edwards noted that technically we would have to wait until the January meeting.

Mrs. Crandall noted that if the election is certified in two weeks or three, it will meet the requirement of the election being held and certificated and read into the minutes at which time the board could approve establishment of the oversight committee, as Ed Code states.

Dr. Ecker noted that it is always easier for staff to receive and take care of things in advance if we are able to do that. This can go onto the December meeting but he explained that he would be remiss if he didn't say that with all that needs to be taken care of it would assist staff to be able to take care of things in advance. If there is not a down side, it would assist staff to be able to address this in advance as well as let the community know about the oversight committee and its function even if it we cannot solicit for names.

Mr. Collins noted that there is not a board member up here that doesn't want to do things by the book. He asked if it possible to gather county counsel on this and place the item on the November agenda. He noted that as much as we struggle with finances, we want to make sure that we follow legal guidelines.

Dr. Ecker noted that this comes from bond counsel and there is nothing illegal with the board taking action on this. If the board does not want to take action, it would be for the reasons stated and not because it is illegal.

Mrs. Crandall noted that bond counsel does not stand in the checkout line with the community and answer the questions of "What are you doing? We haven't even voted. You aren't respecting a decision that we are about to make." She noted that her premise is based on their original proposal, and this was nowhere in their list of tasks, responsible parties or dates and that is because Ed Code states that it is after the election is certified and then it is read into the minutes.

Dr. Ecker noted that it is legal and common to create the committee at this time, if there are reasons other than these that we don't want to do this, it is a decision the board needs to make.

Mrs. Edwards called for the question on the amended motion.

Mrs. Lucchese read back the amended motion: It was moved by Mrs. Crandall and seconded by Mr. Templin to place Resolution 2013-16: Establishing a Citizen's Bond Oversight Committee and Approving Bylaws Therefore on the December 13th agenda.

Vote: 3-2 (Crandall and Templin)

Motion: Mrs. Edwards moved to adopt Resolution 2013-16: Establishing a Citizen's Bond Oversight Committee and Approving Bylaws Therefore.

Second: Mr. Templin

Mrs. Crandall noted that in 2010 she took an oath that she would obey the law and as the law states there needs to be an oversight committee, because of this, she needs to vote yes on this.

Vote: 5-0

Mr. Collins thanked Mrs. Crandall for delving into what he feels was a healthy discussion.

Motion: Mrs. Crandall moved to approve the Revisions to Board Policy 1312.3: Uniform Complaint Procedures for first reading.

REVISIONS TO
BOARD POLICY
1312.3 UNIFORM
COMPLAINT
PROCEDURES (FIRST
READING)

Second: Mr. Templin

Vote: 5-0

Motion: Mrs. Edwards moved to approve the Revisions to Board Policy 4030: Non Discrimination in Employment for first reading.

REVISIONS TO
BOARD POLICY 4030:
NONDISCRIMINATION
IN EMPLOYMENT
(FIRST READING)

Second: Mrs. Allcorn

Vote: 5-0

Motion: Mrs. Edwards moved to approve the Revisions to Board Policy 4111: Recruitment and Selection for first reading.

REVISIONS TO
BOARD POLICY 4111:
RECRUITMENT AND
SELECTION (FIRST
READING)

Second: Mrs. Allcorn

Vote: 5-0

Motion: Mrs. Crandall moved to approve the Revisions to Board Policy 4112.6/4212.6/4312.6: Personnel Records for first reading.

REVISIONS TO
BOARD POLICY
4112.6/4212.6/4312.6:
PERSONNEL
RECORDS (FIRST
READING)

Second: Mrs. Edwards

Vote: 5-0

Motion: Mrs. Allcorn moved to approve Board Policy 4119.1/4219.1/4319.1: Civil and Legal Rights for first reading.

REVISIONS TO
BOARD POLICY
4119.1/4219.1/4319.1:
CIVIL AND LEGAL
RIGHTS (FIRST
READING)

Second: Mrs. Edwards

Vote: 5-0

Mr. Collins requested to pull Item 9J: Reappointment of William Mullin as Board Appointee to the Personnel Commission for separate vote.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Motion: Mrs. Allcorn moved to approve the Consent Calendar with the exception of Item 9: Reappointment of William Mullin as Board Appointee to the Personnel Commission.

Second: Mr. Templin

Vote: 5-0

Motion: Mrs. Allcorn moved to approve Item 9J: Reappointment of William Mullin as Board Appointee to the Personnel Commission

Second: Mrs. Edwards

Mr. Collins recognized Mr. Mullin for his years of service, noting what a gentleman he is and what a job well done he continues to do. Mr. Mullin was present and thanked the board for the opportunity, noting it is a pleasure to serve the district in any way possible.

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from September 27th board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Renewal of Membership in the Fountain Valley Rotary Club in the amount of \$600
- Resolution 2013-15: Certification of Provision of Standards-Aligned Instructional Materials
- Student Transportation Services Agreement Between Orange County School Districts
- Reappointment of William Mullin as Board Appointee to the Personnel Commission
- Williams Quarterly Report For First Quarter 2011-12
- Annual Organizational Meeting
- Acceptance of 2012-13 Memo of Understanding between the Orange County Department of Education and the Fountain Valley School District for the Beginning Teacher Support and Assessment System (BTSA) Induction Program Consortium
- Board Policy 1250: Visitors/Outsiders (Second Reading and Adoption)
- Board Policy 3515.2: Disruptions (Second Reading and Adoption)
- Board Policy 6020: Parent Involvement (Second Reading and Adoption)
- Board Policy 6145: Extracurricular and Cocurricular (Second Reading and Adoption)
- Board Policy 6174: Education for English Learners (Second Reading and Adoption)
- Board bylaw 9321: Closed Session Purposes and Agendas (Second Reading and Adoption)
- Resolution 2013-09: Authorization for Teaching Credentials for 2012-13 School Year
- Grant Agreement #BD1323226 By and Between the Orange County Community Foundation and the Fountain Valley School District for Visual and Performing Arts Program (VAPA) Coordination

NEW ITEMS OF BUSINESS

Mr. Collins Noted the presentation by Sheriff Hutchens at the Mayor's Breakfast and the passing of Mr.

McCloud, a FVHS student who died of a drug overdose. He noted that an alarm is going off regarding drug use in schools and the problem starts with middle schools. He noted that they discuss content of character and how to conduct ourselves but that perhaps we need to revisit this with the middle schools in our districts. He requested an item on next agenda to bring back for the board a report of the programs that we have in place, how they are operating and how effective they are. He noted that he was told prescription drugs are the number one issue, and once they run out, students move onto heroin which they can buy for the price of six pack of beer. He noted that if there is any way that we can help students in the district he would like to see it happen. Mrs. Edwards agreed that this would be worthwhile. Mrs. Allcorn agreed as well, noting that if we can, we should join with our police department and while this is important, we should make sure the program is something that works. Mrs. Edwards noted that we lost the DARE program. Mr. Collins noted that while some say that DARE was not effective, it was indeed. Mr. Templin noted his appreciation of the PLC developed amongst the board and perhaps this is a way to dovetail this into it. If this is something we should discuss it is a great idea. Mrs. Crandall agreed that it is a pertinent topic noting that the foundation for turning this around is character development. She noted that success is a factor, as kids that feel successful don't turn to these depreciating behaviors. It would be beneficial to see the incident rate in our district and what things can be put into place. Mr. Collins noted his experience with middle school students and their impulsive behaviors. Dr. Ecker noted that in light of this discussion and the interest of the board, perhaps Ms. Silavs can share the discussion with our nurses and this can start with a report from these nurses to be shared with the board including where we are with this and their ideas as they play such a vital role in this and the administration of prescription drugs

with our students. Mr. Collins agreed suggesting the addition of the input of our middle school principals. Ms. Silavs noted that it wouldn't be difficult to determine the number of student infractions at our sites and report back the programs in our schools. Mr. Collins noted again the critical nature of this topic.

Dr. Ecker Thanked the board for acting to reappoint Mr. Mullin as representative to the Personnel Commission. He explained that we have three commissioners, Rabbi Einstein representing our classified staff, Mr. Mullin representing the board's interest and they together appoint the third commission, Mrs. Davis. He thanked the board for the reappointment and noted Mr. Mullin's long history in our district serving in numerous roles well. He noted that he is a model and represents us well.

ADJOURNMENT

Motion: Mrs. Edwards moved to adjourn the meeting at 8:25pm.

Second: Mr. Templin

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
November 15, 2012**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 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>
1.1.1	Iorga, Susie	Masuda	Teacher	Maternity	10/29/2012
1.1.2	Rieck, Mara	Plavan	Teacher	Maternity	10/17/2012

- 1.2 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE EMPLOYMENT CONTRACT FOR STEVE McMAHON, CHIEF BUSINESS OFFICER EFFECTIVE DECEMBER 17, 2012 THROUGH DECEMBER 31, 2013.

- 1.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE FOLLOWING LEAVES OF ABSENCE FOR VALARIE RUIG, TEACHER ON SHARED CONTRACT AT COURREGES SCHOOL EFFECTIVE 12/01/2012 TO 06/19/2013.

2.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>
2.1.1	Buckley, Danielle	Oka	Preschool Aide	10/15/2012
2.1.2	Trounce, Allie	Support Services	IA SH/PH	10/11/2012
2.1.3	Vega, Theresa	Fulton	IA SH/PH	11/05/2012
2.1.4	You, Rathana	Fulton	IA SH/PH	10/15/2012
2.1.5	Jones, Brian	District Office	Custodian	10/30/2012

- 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	Grabarkewitz, Joy	Plavan	Health Assistant/ ESP	Medical	10/30/2012
2.2.2	Caruso, Marina	Newland	IA	Family Illness	11/13/2012
2.2.3	Ratcliff, Lucy	Newland	IA DTT	Medical	11/16/2012

- 2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE PROBATIONARY DISMISSAL OF CLASSIFIED EMPLOYEE DANIELLE BUCKLEY AS PRE-SCHOOL ASSISTANT EFFECTIVE 11/06/2012.

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	Johnson, Donna	Payroll Admin Conference	LAS Vegas, Nevada	Actual & Necessary	0128197715210	11/ 5-9/ 2012
3.2	Hessler, Ross	PTC-SC Annual Training	Costa Mesa, California	Actual & Necessary	0128197715210	11/9/2012
3.3	Abdel, Cathie	Collective Bargaining Workshop	Garden Grove	Actual & Necessary	0127194705210	11/09/2012

EMPLOYMENT CONTRACT

Chief Business Officer

This Contract for Employment is effective the 17th day of December, 2012 between the Board of Education (Board) of the Fountain Valley School District (District) and Stephen L. McMahon, Chief Business Officer. The parties agree as follows:

1. Mr. McMahon is hereby employed as District's Chief Business Officer. The Board hereby designates this position as a certificated senior management position. Mr. McMahon understands that he does not attain permanency in this position or in the District's certificated service.
2. The term of this Contract shall be from December 17, 2012 through December 31, 2013. The Contract may be terminated by the Board by giving 30 days notice and without cause. Mr. McMahon may choose to terminate the Contract by giving the Board at least 60 days notice. The parties may choose to extend or terminate the Contract at any time by mutual agreement.
3. This Contract is subject to all applicable laws of the State of California and the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this contract as though herein set forth.
4. The Chief Business Officer shall perform all of his powers and duties in accord with the laws, rules and regulations set forth above. All powers and duties legally delegated to the Chief Business Officer are to be executed in accord with the policies adopted by the Board. The duties of the Chief Business Officer shall be directed by the Superintendent.
5. The Chief Business Officer's annual salary shall be the maximum allowed by CalSTRS for retired annuitants (\$40,011 through June 30, 2013 and one half the maximum rate for July 1 to December 30, 2013; approx. \$20,000) and will be paid in twelve monthly installments. Salary for service less than one (1) year shall be prorated accordingly. Mr. McMahon's pre-retirement daily rate was approximately \$750 per day and each month of this Contract shall include Paid and Volunteer days of service. Paid days shall be determined by dividing the daily rate (\$750) by monthly salary. The remaining days of service each month shall be considered Volunteer days. Mr. McMahon will provide the Superintendent a projected work day calendar each month and be responsible to provide the Payroll Department an accounting each month verifying Paid and Volunteer days.
6. Mr. McMahon will not receive vacation or sick leave and the District will not pay into a retirement plan on his behalf. Mr. McMahon will receive health and welfare benefits as supplied to certificated management employees.

7. The District shall reimburse the Chief Business Official for expenses, including travel expenses, in accord with the District's policies as actual and necessary and within the scope of employment while representing the District.
8. If any provisions of this Contract are held to be contrary to law, such provisions will not be deemed valid but all other provisions will remain in full force and effect.
9. This Contract is the full and complete agreement between the parties. Any amendments or modifications shall only be effective when approved in writing by both parties.

AGREED TO BY THE PARTIES ON: _____ (date)

Board of Education

Superintendent

Chief Business Official

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

November 15, 2012

<i>INSTRUCTION</i>

4.0 APPROVAL OF ADDITIONAL DUTY REQUEST(S)

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
4.1	DREW, Scott (Fulton)	Sports Coach for basketball	\$250 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year
4.2	PHAN, Viet (Fulton)	Sports Coach for basketball	\$250 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year
4.3	DREW, Scott (Fulton)	Sports Coach for soccer	\$250 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year
4.4	LLOYD, Julie (Fulton)	Sports Coach for soccer	\$250 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year
4.5	GAEBEL, Alyssa (Fulton)	Sports Coach for volleyball-1/2	\$125 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year
4.6	JAREB, Jennifer (Fulton)	Sports Coach for volleyball	\$250 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year
4.7	JOHNSON, Jennifer (Fulton)	Sports Coach for volleyball-1/2	\$125 stipend plus benefits per sport	01-023-2989-1115	2012-2013 school year

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

	<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1	TARAS, Howard, M.D. UCSD School of Medicine, Pediatrics (Support Services)	To provide services as the District physician, in both review and signature capacity	\$400.00	01-001-9961-5813	11-15-2012 through 6-30-2013

6.0 CONFERENCE/WORKSHOP ATTENDANCE

	<u>NAME</u>	<u>ATTENDING</u>	<u>LOCATION</u>	<u>COST</u>	<u>BUDGET</u>	<u>DATE</u>
6.1	SILAVS, Anne (C & I)	Learning Forward 2012 Annual Conference	Boston, MA	No Cost to District	N/A	12-1-2012 through 12-5-2012
6.2	ABDEL, Cathie BICKFORD, Abby PERKINS, Jennifer (Support Services)	SPP-TAP Intensive Planning on Disproportionality	San Jose, CA	Actual & Necessary	01-530-9860-5210	11-29-2012 through 11-30-2012
6.3	BICKFORD, Abby (Support Services)	ACSA 2013 Every Child Counts Symposium	Monterey, CA	Actual and Necessary	01-001-9961-5210	1-16-2013 through 1-18-2013

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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

SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Wal-Mart Foundation

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.)

Walmart' Volunteerism Always Pays Program (VAP), \$250.00, Check #1759371, 10/18/12

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

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

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

RECEIVED

OCT 30 2012

BUSINESS SERVICES

REVENUE ACCT: 010470000-8699

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

INTENDED USE: (State how this will be used) Classroom iPad Purchase (3rd Gr. Tchr, T Workman)

REVIEWED:

C. Christ
Principal/Department Head

APPROVED/DISAPPROVED: Oct. 29, 2012

Date

REVIEWED:

[Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED:

10/30/12
Date

REVIEWED:

Director, Technology/Media

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE:

11/15/12

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 Technology/Media for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Kristine Olquin, Courreges Parent

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
\$250.00, Check #3319, 9/25/12

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

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

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

RECEIVED

OCT 23 2012

BUSINESS SERVICES

REVENUE ACCT: 010470000-8699

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

INTENDED USE: (State how this will be used) Classroom iPad Purchase (3rd Grade Teacher,
T Workman)

REVIEWED: [Signature] APPROVED/DISAPPROVED: Oct. 22, 2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/23/12
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 11/16/12

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 Technology/Media for further consideration and approval in accordance with Board Policy 3290, Donations to School District.

SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Quince K. Vo

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.)
Parent Donation, \$500.00, Check #2039, 9/20/12

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

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

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

RECEIVED

OCT 23 2012

BUSINESS SERVICES

REVENUE ACCT: 010470000-8699

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

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: March 20, 2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/23/12
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Wal-Mart Foundation

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.)
Volunteerism Always Pays "VAP" Grant, Wal-Mart, \$250.00, Check #1741758, 6/20/12

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

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

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

REVENUE ACCT: 010470000-8699

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

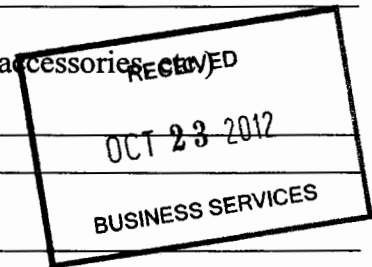
INTENDED USE: (State how this will be used) Classroom iPad Purchase (3rd Grade Teacher, T Workman)

REVIEWED: C. Christ APPROVED/DISAPPROVED: Oct. 22, 2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/23/12
Assistant Superintendent Date
Business/Administration

REVIEWED: _____ APPROVED/DISAPPROVED: _____
Director, Technology/Media Date

BOARD APPROVAL DATE: 11/15/12



FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

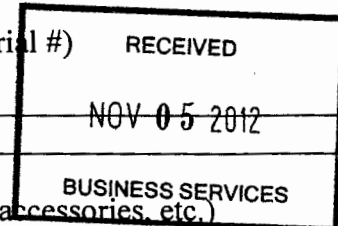
NAME OF DONOR: AT&T United Way / Employee Giving Campaign

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

5600024741 \$35.00

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: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01001 32894310

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

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11-1-12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/5/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/5/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

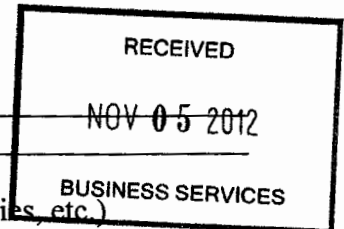
NAME OF DONOR: Cox PTO

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

#4088 \$ 3602.44

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: 01 032 0000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 01 001 32894310

INTENDED USE: (State how this will be used) Weekly Readers for entire school

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11-1-12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/5/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Cox Elementary

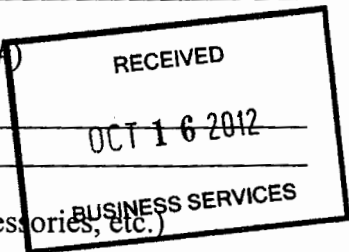
NAME OF DONOR: Cox PTO

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

#4069 \$ 748.50

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: 010320088⁸⁶⁹⁹ - 8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100132894310

INTENDED USE: (State how this will be used) classroom enhancement
for 4th + 5th graders

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10-15-12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 11/6/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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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.)

\$ 5600.00 2810 \$ 30.00

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

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

RECEIVED
OCT 16 2012
BUSINESS SERVICES

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: 10-15-12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/6/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Malissa Dominguez

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.)
\$ 10.00

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

RECEIVED
OCT 15 2012
BUSINESS SERVICES

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

REVIEWED: _____

[Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 10/9/12

Date

REVIEWED: _____

[Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: _____

10/16/12
Date

REVIEWED: _____

Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____

Date

BOARD APPROVAL DATE: _____

11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Fulton

NAME OF DONOR: Christopher Mann

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.)
\$ 250.00

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: 10/9/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Newland DTT

NAME OF DONOR: Minh Quang Bui

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.)
check \$500-

ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)
none

INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)
none

ESTIMATED COST OF ANNUAL UPKEEP: (Electricity, special supplies, accessories, etc.)
none

REVENUE ACCT: 01258 9860.4310

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used) Newland DTT Program



REVIEWED: Kathy Davis APPROVED/DISAPPROVED: 9.28.12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/15/12

DONATION ACCEPTANCE FORM

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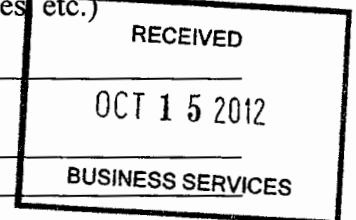
SCHOOL RECEIVING DONATION: OkaNAME OF DONOR: Wells Fargo Foundation

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.)
Check #1018694 in the amount of \$115.38

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: -8699EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699INTENDED USE: (State how this will be used) Purchase office/instructional supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 08/28/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo Foundation

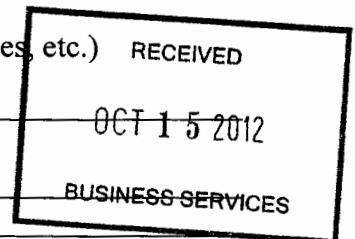
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #1013409 in the amount of \$294.00

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: -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



INTENDED USE: (State how this will be used) Purchase office/instructional supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 08/28/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
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Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo Foundation

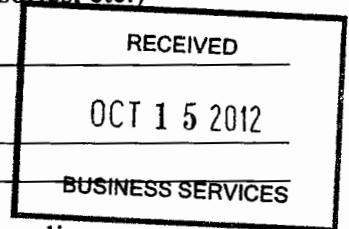
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
Check #957870 in the amount of \$252

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: -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



INTENDED USE: (State how this will be used) Purchase office/instructional supplies

REVIEWED: [Signature] APPROVED/DISAPPROVED: 9/25//2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 10-16-12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Wells Fargo Foundation

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.)
Check #1021914 in the amount of \$252

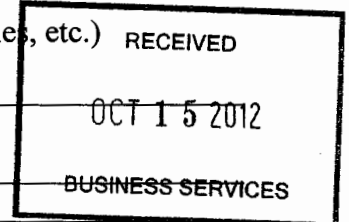
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

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

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



INTENDED USE: (State how this will be used) Purchase office/instructional supplies

REVIEWED: [Signature]

Principal/Department Head

APPROVED/DISAPPROVED: 9/25//2012

Date

REVIEWED: [Signature]

Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 10-16-12

Date

REVIEWED:

Assistant Superintendent
Instruction

APPROVED/DISAPPROVED:

Date

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Oka

NAME OF DONOR: Assistance League of Huntington Beach

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.)
Check #4825 in the amount of \$500

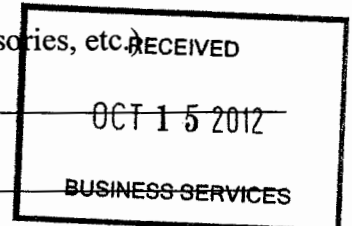
ESTIMATED INSTALLATION COST: (Note software needs, special wiring required, additional components needed, transportation, etc.)

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

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699



INTENDED USE: (State how this will be used) Kellogg House field trip for 3rd graders

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 9/25//2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 10/16/12
Date

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
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SCHOOL RECEIVING DONATION: Oka

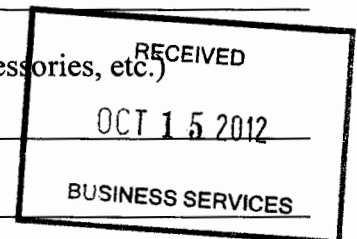
NAME OF DONOR: Macy's Foundation

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.)
Check #20053503 in the amount of \$500.00

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

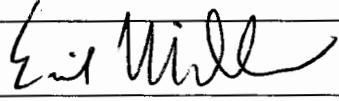
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

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



REVENUE ACCT: -8699
EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0103700008699

INTENDED USE: (State how this will be used) Purchase office/instructional supplies

REVIEWED:  APPROVED/DISAPPROVED: 08/28/2012
Principal/Department Head Date

REVIEWED:  APPROVED/DISAPPROVED: 10/16/12
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT
DONATION ACCEPTANCE FORM

Federal ID# 95-6001370

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SCHOOL RECEIVING DONATION: Plavan Elementary - Eric Morton

NAME OF DONOR: Kathy Vu - Parent

DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)
New IPAD - Value approximately \$500 - \$600.

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

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

RECEIVED
NOV 05 2012
BUSINESS SERVICES

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

REVENUE ACCT: -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE:

INTENDED USE: (State how this will be used) This was a personal gift to teacher Eric Morton from the family as a thank you.

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 10-31-2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 11/5/12
Date

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 11/15/12

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: Plavan Elementary

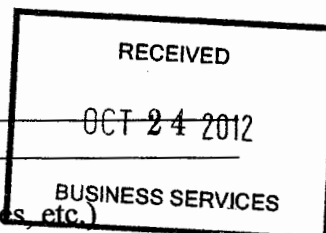
NAME OF DONOR: Plavan PTO

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

PTO ✓ 6992 in the amount of \$1,000.00

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

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



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

REVENUE ACCT: 0140000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used) Toner Ink for Riso Machines

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 10-23-2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 10/25/12
Date

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 11/15/12

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: Plavan Elementary

NAME OF DONOR: Plavan PTO

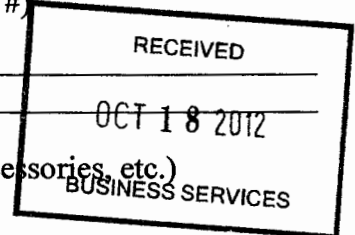
DESCRIPTION OF DONATION OR CASH DONATION: (Include name and address of manufacturer or vendor, age and condition of item if not new, approximate present value.)

PTO ✓ 6988 in the amount of \$658.75

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: 014 00000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100140894310

INTENDED USE: (State how this will be used)

Instructional Supplies
(Reimbursement from)
PTO order

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 10-16-2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 10/18/12
Date

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 11/15/12

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON
FROM: MARTHA LOCKWOOD
SUBJECT: WARRANT LISTING BOARD MEETING – NOVEMBER 15, 2012
DATES 10/11/12 – 11/5/12
WARRANT NUMBERS 59699 - 60081

01 GENERAL	\$	356,258.30
12 CHILD DEVELOPMENT	\$	19,079.71
13 CAFETERIA	\$	76,758.86
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	5,895.10
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	1,026.07
68 WORKERS COMPENSATION	\$	61,962.64
69 INSURANCE	\$	359,167.68
TOTAL	\$	880,148.36

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4119	CRANDALL, SAM	330.00	330.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4120	MERIDIAN SYSTEMS SUPPLY	325.00	325.00	014869390 5899	STAR Building DO-Routine Maint / Other Operating
G20M4121	EBERHARD EQUIPMENT	406.62	406.62	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4122	LYTLE SCREEN PRINTING INC.	6,898.16	6,898.16	012869390 5580	Maintenance / Uniform Cleaning
G20M4141	DEWALT-PORTER CABLE-DELTA SERV	30.00	30.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4142	HB DIGITAL ARTS & BLUEPRINT IN	250.00	250.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4143	DAPPER TIRE COMPANY	850.00	850.00	012899390 4343	Gardening / Gardening Supplies
G20M4144	EBERHARD EQUIPMENT	2,763.03	2,763.03	012899390 4347	Gardening / Repair & Upkeep of Equipment
G20M4145	ROBERT SKEELS & COMPANY	2,186.24	2,186.24	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4146	APOLLO WOOD RECOVERY INC.	4,012.00	4,012.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4147	SMARDEN SUPPLY COMPANY	2,500.24	2,500.24	012869390 4345	Maintenance / Maintenance Supplies
G20M4148	SIMPLEXGRINELL	600.00	600.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4149	BEACH WIRE & CABLE INC.	190.00	190.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20R0476	STEVE SPANGLER SCIENCE	195.04	195.04	011493888 4310	FVEF Teacher Grants - Talbert / Instructional Supplies
G20R0485	CALIFORNIA DOWEL & TURNINGS	260.00	260.00	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0486	FOREST PLYWOOD SALES	3,341.35	3,341.35	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0487	HOME DEPOT	500.00	500.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
G20R0489	STAPLES	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0490	STAPLES	80.81	80.81	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0491	CM SCHOOL SUPPLY	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
G20R0492	AARDVARK CLAY AND SUPPLY	200.00	200.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
G20R0493	SOUTHWEST SCHOOL AND OFFICE SU	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
G20R0494	STAPLES	180.00	180.00	010143889 4325	Donations - Talbert / Office Supplies
G20R0495	TOSHIBA BUSINESS SOLUTIONS	180.25	180.25	012723838 5640	Sch Site Admin - Talbert / Outside Services - Leases

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0496	TANDY LEATHER	200.09	200.09	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0497	MHS INC.	384.74	384.74	012289961 4322	MAA - Administration / Testing Supplies
G20R0498	ARIEL SUPPLY INC.	1,740.84	1,740.84	012289961 4325	MAA - Administration / Office Supplies
G20R0499	RADIO WORKS	287.00	287.00	010013789 4310	Donations - Oka / Instructional Supplies
G20R0501	HEALTH EDUCATION NETWORK LLC	189.00	189.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0503	ORANGE COUNTY DEPARTMENT OF ED	40.00	40.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0504	CREATEASKATE.ORG	1,000.00	1,000.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
G20R0505	INDEX/PCA: 0645/83821	300.00	300.00	010308255 5210	EIA-Administration / Travel, Conference, Workshop
G20R0506	COLWOOD	191.31	191.31	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0507	STAPLES	62.48	62.48	010144949 4311	Sch Site Instr - Masuda / Elective Supplies
G20R0508	OFFICE DEPOT	537.67	537.67	010113255 4310	Title I - Cox / Instructional Supplies
G20R0509	STAPLES	130.00	130.00	015643260 4310	Special Ed. - Cox S&L / Instructional Supplies
G20R0510	CALIFORNIA SCHOOL NUTRITION AS	210.00	210.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop
G20R0511	CALIFORNIA DEPARTMENT OF EDUCA	124.80	124.80	133207380 4710	Cafeteria Fund / FOOD
G20R0512	STAPLES	213.29	213.29	010113255 4310	Title I - Cox / Instructional Supplies
G20R0513	WESTERN GROWERS SERVICE CORP.	905.75	905.75	010013289 4310	Donations - Cox / Instructional Supplies
G20R0514	STAPLES	91.50	91.50	010014089 4310	Donations - Plavan / Instructional Supplies
G20R0515	SOUTHWEST SCHOOL AND OFFICE SU	3,529.44	3,529.44	010013289 4310	Donations - Cox / Instructional Supplies
G20R0516	TURNING TECHNOLOGIES LLC	4,995.29	4,995.29	010013289 4310	Donations - Cox / Instructional Supplies
G20R0518	HEADSETS.COM INC	428.43	428.43	012721616 4325	Sch Site Admin - Newland / Office Supplies
G20R0519	SOUTHWEST SCHOOL AND OFFICE SU	120.00	120.00	015512960 4325	Special Ed. - Fulton RSP / Office Supplies
G20R0520	GLO GERM COMPANY	104.50	104.50	010269275 4310	School Readiness Kinder Admin / Instructional Supplies
G20R0521	MAYER-JOHNSON LLC	344.75	344.75	012289961 4310	MAA - Administration / Instructional Supplies
G20R0522	NASCO	323.76	323.76	011494988 4310	FVEF Teacher Grants - Masuda / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0523	SCHOOL NURSE SUPPLY INC	36.15	36.15	012732929 4327	Health Supplies - Fulton / Health Supplies
G20R0524	OFFICE DEPOT	73.05	31.08	012849380 4325	Fiscal Services / Office Supplies
			41.97	133207380 4325	Cafeteria Fund / Office Supplies
G20R0525	ORANGE COUNTY DEPARTMENT OF ED	625.00	625.00	012338055 5210	Title III-LEP-Instructional / Travel, Conference, Workshop
G20R0526	TEACHERSTOREHOUSE.COM	323.25	323.25	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0527	FOUNTAIN VALLEY SCHOOL DISTRIC	1,851.50	1,851.50	012849380 5450	Fiscal Services / OTHER INSURANCE
G20R0528	SAMS CLUB	250.00	250.00	011494988 4310	FVEF Teacher Grants - Masuda / Instructional Supplies
G20R0529	CLEARVISION TECHNOLOGIES	3,750.00	3,750.00	010308255 5899	EIA-Administration / Other Operating Expenses
G20R0530	CDWG	24.08	24.08	010014789 4310	PTA Donations - Courreges / Instructional Supplies
G20R0531	STAPLES	53.88	53.88	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0532	WHAT A LOT OF PIZZA	538.75	538.75	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0533	CITY OF HUNTINGTON BEACH	2,643.05	2,643.05	012869390 5899	Maintenance / Other Operating Expenses
G20R0534	ORANGE COUNTY DEPARTMENT OF ED	2,150.00	2,150.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
G20R0537	STAPLES	431.00	431.00	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0538	TARGET STORES	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0540	TARGET STORES	50.00	50.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
G20R0541	LAKESHORE LEARNING MATERIALS	92.00	92.00	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
G20R0542	STAPLES	75.83	75.83	015103760 4310	Special Ed. - Oka SDC / Instructional Supplies
G20R0545	METRO BUSINESS SOLUTIONS INC.	754.25	754.25	010013737 4310	Sch Site Instr - Oka / Instructional Supplies
G20R0546	CSM INC	10,800.00	10,800.00	012109076 5813	E-Rate Consultant / Consultant
G20R0547	PEARSON EDUCATION	1,601.85	1,601.85	010014789 4310	PTA Donations - Courreges / Instructional Supplies
G20R0548	OFFICE DEPOT	225.17	225.17	012719165 4325	Superintendent / Office Supplies
G20R0549	OCSBA	93.00	93.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
G20R0550	ORANGE COUNTY DEPARTMENT OF ED	100.00	100.00	012719380 5210	Business Department / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0551	PITNEY BOWES INC.	7,105.99	538.75	012719385 4325	Purchasing / Office Supplies
			6,567.24	012719385 5640	Purchasing / Outside Services - Leases
G20R0552	ORANGE COUNTY SANITATION DISTR	9,933.00	9,933.00	012869390 5899	Maintenance / Other Operating Expenses
G20R0553	FEDEX OFFICE	161.63	161.63	012723737 4325	Sch Site Admin - Oka / Office Supplies
G20R0554	CMI EDUCATION INSTITUTE INC.	189.99	189.99	010142989 5210	Donations - Fulton / Travel, Conference, Workshop
G20R0555	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0556	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0557	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0558	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0559	FOLLETT SOFTWARE COMPANY	81.73	81.73	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0560	FOLLETT SOFTWARE COMPANY	81.73	81.73	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0561	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0562	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0563	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0564	FOLLETT SOFTWARE COMPANY	93.40	93.40	010059771 4315	Contractual Obligation - Class / Media/Library Supplies
G20R0565	EDWARD'S SEWING SERVICE	416.00	416.00	012289961 4310	MAA - Administration / Instructional Supplies
G20R0566	SCHOOL SPECIALTY	12,012.62	12,012.62	252869380 4410	Capital Facilities-Maintenance / Fixed Assets \$500-\$5000
G20R0568	VAL VERDE USD	200.00	200.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0569	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0570	MCKESSON MEDICAL-SURGICAL INC.	17.35	17.35	010199961 4327	Oral Health Assessment / Health Supplies
G20R0571	ACSA FOUNDATION FOR	375.00	375.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0572	CAL-ED OPTICAL	369.10	369.10	010143889 4310	Donations - Talbert / Instructional Supplies
G20R0573	BEARCOM	447.43	447.43	012289961 4310	MAA - Administration / Instructional Supplies
G20R0574	METRO BUSINESS SOLUTIONS INC.	71.12	71.12	010144949 4311	Sch Site Instr - Masuda / Elective Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0575	DISCOUNT SCHOOL SUPPLY	107.75	107.75	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0576	PARTY BOUNCE	1,077.50	1,077.50	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0577	METRO BUSINESS SOLUTIONS INC.	71.12	71.12	012722929 4325	Sch Site Admin - Fulton / Office Supplies
G20R0578	MOUNTAIN MATH/LANGUAGE	81.84	81.84	010014089 4310	Donations - Plavan / Instructional Supplies
G20R0579	ACORN MEDIA	214.15	214.15	011543875 4315	Effective Reading Interv-Talb / Media/Library Supplies
G20R0580	TARGET STORES	269.38	269.38	010142929 4311	Sch Site Instr - Fulton / Elective Supplies
G20R0581	SOUTHWEST SCHOOL AND OFFICE SU	225.00	225.00	011543875 4315	Effective Reading Interv-Talb / Media/Library Supplies
G20R0582	SMART & FINAL	150.00	150.00	011494988 4310	FVEF Teacher Grants - Masuda / Instructional Supplies
G20R0583	ROTARY CLUB OF FOUNTAIN VALLEY	600.00	600.00	012719165 5390	Superintendent / Dues and Membership Non Taxabl
G20R0584	CHIDESTER, MARGARET A.	90.00	90.00	012159165 5830	Superintendent -Legal Services / Legal Fees
G20R0586	METRO BUSINESS SOLUTIONS INC.	150.85	150.85	010014747 4310	Sch Site Instr - Courreges / Instructional Supplies
G20R0587	STAPLES	107.75	107.75	120336098 4325	Extended School Administration / Office Supplies
G20R0588	STAPLES	150.00	150.00	010144949 4310	Sch Site Instr - Masuda / Instructional Supplies
G20R0589	CURRICULUM ASSOCIATES INC.	5,033.10	5,033.10	010113255 4310	Title I - Cox / Instructional Supplies
G20R0590	STAPLES	50.00	50.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
G20R0592	DON JOHNSTON INC.	277.25	277.25	015514060 4310	Special Ed. - Plavan RSP / Instructional Supplies
G20R0604	SCHOOL SERVICES OF CALIFORNIA	235.00	235.00	012849380 5210	Fiscal Services / Travel, Conference, Workshop
G20S8014	METRO BUSINESS SOLUTIONS INC.	2,844.60	2,844.60	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8019	WAXIE	7,147.00	7,147.00	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8021	INDUSTRIAL FORMULATORS INC.	461.89	461.89	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8022	P & R PAPER SUPPLY COMPANY	342.81	342.81	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:		106,842.99			
Fund 12 Total:		2,559.07			
Fund 13 Total:		376.77			

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
	Fund 25 Total:	12,012.62			
	Total Amount of Purchase Orders:	121,791.45			

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

11/15/2012

FROM 10/09/2012 TO 11/05/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4004	CINTAS CORPORATION	2,939.76	+2,139.76	012869390 5899	Maintenance / Other Operating Expenses
G20M4008	HOME DEPOT	3,500.00	+1,000.00	012899390 4343	Gardening / Gardening Supplies
G20M4013	MCMaster CARR SUPPLY CO	4,000.00	+2,000.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4061	WALTERS WHOLESALE ELECTRIC CO	2,750.00	+2,500.00	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4105	PRECISION FLOOR COVERING INC.	1,155.00	-1,000.00	012869390 5899	Maintenance / Other Operating Expenses
			+1,155.00	120016798 5645	Child Dev Cox Preschool-Instr / Outside Srvs-Repairs &
G20M4129	ALLIED REFRIGERATION INC.	447.16	+147.16	012869390 4347	Maintenance / Repair & Upkeep of Equipment
G20M4140	SMARDEN SUPPLY COMPANY	702.09	+117.39	012869390 4345	Maintenance / Maintenance Supplies
G20R0087	SOUTHWEST SCHOOL AND OFFICE SU	125.00	+25.00	015643860 4310	Special Ed. - Talbert S&L / Instructional Supplies
G20R0257	METRO BUSINESS SOLUTIONS INC.	47,356.13	-45,739.88	012059385 5645	Publications / Outside Srvs-Repairs & Mainten
			+1,616.25	012719385 4325	Purchasing / Office Supplies
			+45,739.88	012719385 5645	Purchasing / Outside Srvs-Repairs & Mainten
G20R0268	FEDERAL EXPRESS CORP.	900.00	+75.00	133207380 4325	Cafeteria Fund / Office Supplies
G20R0337	EDGEWOOD PRESS INC.	730.01	+136.65	010014789 4310	PTA Donations - Courreges / Instructional Supplies
G20R0416	API FUND FOR PAYROLL EDUCATION	1,554.00	+1,554.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
			-1,808.00	012819771 5210	Personnel Commission / Travel, Conference, Workshop
G20R0447	ARIEL SUPPLY INC.	500.00	+150.00	012724747 4325	Sch Site Admin - Courreges / Office Supplies
G20S8008	UNISOURCE	2,253.49	-21.11	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8018	BATTERY SPECIALTIES	127.96	+7.71	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			8,564.81		
Fund 12 Total:			1,155.00		
Fund 13 Total:			75.00		
Total Amount of Change Orders:			9,794.81		

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2013 12

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	350.00	
2400	CLERICAL & OFFICE SALARIES		617.00
3202	PERS-CLASSIFIED	40.00	71.00
3314	MEDICARE-CLASSIFIED	5.00	9.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		1.00
3356	OASDI-CLASSIFIED	28.00	39.00
3502	SUI-CLASSIFIED	4.00	7.00
3602	WORKERS'COMP-CLASSIFIED	7.00	13.00
4300	MATERIALS & SUPPLIES	8,297.00	25,496.00
5800	PROF/CONS SERV & OPER EXPENSE	16,832.00	26,598.00
9790	UNASSIGNED/UNAPPROPRIATED	29,153.00	1,865.00
Subfund Total:		54,716.00	54,716.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 15, 2012.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2013 13

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	49,960.00	16,468.00
2900	OTHER CLASSIFIED SALARIES	9,495.00	11,657.00
3101	STRS-CERTIFICATED POSITIONS	3,336.00	574.00
3202	PERS-CLASSIFIED	1,083.00	2,359.00
3313	MEDICARE-CERTIFICATED	572.00	100.00
3314	MEDICARE-CLASSIFIED	151.00	170.00
3354	ALTERNATIVE RETIRE-CLASSIFIED	117.00	
3356	OASDI-CLASSIFIED	588.00	1,281.00
3401	HEALTH & WELFARE-CERTIFICATED	4,000.00	
3501	SUI-CERTIFICATED	445.00	76.00
3502	SUI-CLASSIFIED	105.00	128.00
3601	WORKERS'COMP-CERTIFICATED	728.00	154.00
3602	WORKERS'COMP-CLASSIFIED	170.00	296.00
3802	PERS REDUCTION-CLASSIFIED	152.00	6,442.00
4300	MATERIALS & SUPPLIES	18,569.00	55,263.00
5200	TRAVEL & CONFERENCES	1,684.00	212.00
5800	PROF/CONS SERV & OPER EXPENSE	158,414.00	145,884.00
7310	TRANSFER OF INDIRECT COSTS	262.00	792.00
8000	REVENUE LIMIT SOURCES	3,961.00	394,335.00
8200	FEDERAL INCOME	32,673.00	
8300	STATE INCOME	48.00	
8500	STATE INCOME		172,604.00
8900	INCOMING TRANSFERS	1,021,683.00	21,683.00
9789	RESERVE FOR ECONOMIC UNCERTAIN		15,865.00
9790	UNASSIGNED/UNAPPROPRIATED	1,046,096.00	568,463.00
Subfund Total:		2,354,292.00	1,414,806.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 15, 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 14

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

Fund: 1212 CHILD DEVELOPMENT

Object	Description	FROM	TO
2100	INSTRUCTIONAL AIDES' SALARIES	3,800.00	
2300	SUPERVISION AND ADMINSTRATOR	1,884.00	
3202	PERS-CLASSIFIED	648.00	
3314	MEDICARE-CLASSIFIED	82.00	
3356	OASDI-CLASSIFIED	353.00	
3402	HEALTH & WELFARE-CLASSIFIED	160.00	
3502	SUI-CLASSIFIED	63.00	
3602	WORKERS'COMP-CLASSIFIED	115.00	
3802	PERS REDUCTION-CLASSIFIED	90.00	
3954	Long Term Disability-Class	4.00	
4300	MATERIALS & SUPPLIES	2,794.00	419.00
5800	PROF/CONS SERV & OPER EXPENSE	110.00	
7350	TRANSFER INDIRECT COST IFT	562.00	
8500	STATE INCOME	11,609.00	
8600	LOCAL INCOME		1,363.00
Subfund Total:		22,274.00	1,782.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 15, 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 15

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
7612	IFT BETWEEN GEN,&SPEC.RES.FUND	1,000,000.00	
9780	OTHER ASSIGNMENTS		1,000,000.00
Subfund Total:		1,000,000.00	1,000,000.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, November 15, 2012.

AYES: _____

NOES: _____

ABSENT: _____

Secretary, Board of Trustees

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

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



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 1312.3 Uniform Complaint Procedures (SECOND READING)***
DATE: November 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.

Revisions to Board Policy 1312.3 has been updated to address prohibited discrimination and possible violations of state and federal laws governing educational programs and to ensure that the district's uniform complain policies and procedures are consistent with the state's complaint procedures specified in 5 CCR (California Code of Regulations) 4600-4687. The update reflects a review and revision of the district's written policies and procedures to ensure that required language, including the expansion of the protected categories to include genetic information, gender identity or expression, marital or parental status, or the perception of one or more of such characteristics; career technical and technical education and training programs and the development and adoption of the school safety plan; and required activities such as annual notification provided to students, employees and other school community members are included in the district's Uniform Complain Procedures.

The revised policy was presented to the Board of Trustees for first reading, October 18, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 1312.3 Uniform Complain Procedures be adopted by the Board of Trustees.

UNIFORM COMPLAINT PROCEDURES

The Board of Trustees recognizes that the district is responsible for ensuring that it complies with state and federal laws and regulations governing educational programs. The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination in district programs and activities based on religion, age, sex, sexual orientation, gender, gender identity or expression, genetic information, marital or parental status, ethnic group identification, actual race, ancestry, national origin, color, or physical or mental disability; 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 district shall also follow uniform complaint procedures when addressing complaints alleging failure to comply with state or federal law in adult basic education, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs special education programs and the development and adoption of the school safety plan.

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

(cf. 0420.1 - School-Based Coordinated Programs)

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

(cf. 0450 – Comprehensive Safety Plan)

(cf. 1312.1 – Complaints Concerning District Employees)

(cf. 1312.2 – Complaints Concerning Instructional Materials)

(cf. 3553 - Free and Reduced -Price Meals)

(cf. 3555 – Nutrition Program Compliance)

(cf. 5148 – Child Care and Development)

(cf. 6159 – Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6174 – Migrant Education Program)

(cf. 6178 – Career Technical Education)

(cf. 6178.1 – Work-Based Learning)

(cf. 6178.2 – Regional Occupational Center/Program)

(cf. 6200 – Adult Education)

The Board encourages the early, informal resolution of complaints at the site level whenever possible. Upon receipt of a written complaint from an individual, public agency or organization, uniform complaint procedures shall be initiated. The Superintendent or designee shall distribute full information about these procedures to the complainant.

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate a mediation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

The Board acknowledges and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the

UNIFORM COMPLAINT PROCEDURES (continued)

extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis.

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

(cf. 5125 - Student Records)

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

The Board prohibits retaliation in any form for participation in complaint procedures the reporting of instances of discrimination, or participation in complaint procedures including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

(cf. 5141.4 - Child Abuse Reporting Procedures)

Legal Reference:

EDUCATION CODE

[200-262.3](#) *Prohibition of discrimination*

[8200-8498](#) *Child care and development programs*

[8500-8538](#) *Adult basic education*

[18100-18179](#) *School libraries*

[48431.6](#) *Academic progress and counseling review program*

[48985](#) *Notices in language other than English*

[49060-49079](#) *Student records*

[49490-49590](#) *Child nutrition programs*

[52000-52049.1](#) *School improvement programs*

[52160-52178](#) *Bilingual education programs*

[52300-52499.6](#) *Vocational education*

[52500-52616.24](#) *Adult schools*

[52800-52870](#) *School-based coordinated programs*

[54000-54041](#) *Economic impact aid programs*

[54100-54145](#) *Miller-Unruh Basic Reading Act*

[54400-54425](#) *Compensatory education programs*

[54440-54445](#) *Migrant education*

[54460-54529](#) *Compensatory education programs*

[56000-56885](#) *Special education programs*

[59000-59300](#) *Special schools and centers*

[62000-62008](#) *Evaluation and sunseting of programs*

[64000-64001](#) *Consolidated application process*

CODE OF REGULATIONS, TITLE 5

[3080](#) *Application of section*

[4600-4671](#) *Uniform complaint procedures*

UNIFORM COMPLAINT PROCEDURES (continued)

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

PENAL CODE

422.6 *Interference with constitutional right or privilege*

Management Resources:

WEB SITES

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/offices/OCR>

UNIFORM COMPLAINT PROCEDURES

Compliance Officers

The Board of Trustees designates the following compliance officers to receive and investigate complaints and ensure district compliance with law:

Fountain Valley School District
Attn: Assistant Superintendent, Personnel
10055 Slater Avenue
Fountain Valley, CA 92708
714-843-3255

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 9124 - Attorney)

Notifications

The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of district complaint procedures and information about available appeals, civil law remedies, and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

(cf. 0420 – School Plans/Site Councils)
(cf. 1220 – Citizen Advisory Committees)
(cf. 4112.9/4312.9 – Employee Notifications)
(cf. 5145.6 - Parental Notifications)

Procedures

The following procedures shall be used to address all complaints which allege that the district has violated federal or state laws or regulations governing educational programs or has committed unlawful discrimination. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4632.

The district shall use its uniform complaint procedures when addressing all complaints regarding gender equity.

UNIFORM COMPLAINT PROCEDURES (continued)

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the District.

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. However, upon written request by the complainant, the Superintendent or designee may extend the filing period for up to 90 days. (Title 5, Section 4630)

The complaint shall be presented to the compliance officer. The Superintendent or designee shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, district staff shall help him/her to file the complaint. (Title 5, Section 4600)

Step 2: Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (Title 5, Section 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

Step 3: Investigation of Complaint

The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and the district's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses. (Title 5, Section 4631)

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (Title 5, Section 4631)

In accordance with law, the district shall provide the investigator with access to records and/or other information related to the allegation in the complaint. (Title 5, Section 4631)

Step 4: Response

Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the district's investigation and decision, as described in Step #5 below. (Title 5, Section 4631)

Step 5: Final Written Decision

The report of the district's decision shall be in writing and sent to the complainant. (5 CCR [4631](#))

The report of the district's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the district shall arrange a meeting at which a community member will interpret it for the complainant.

(cf. 5145.6 - Parental Notifications)

This report shall include:

1. The findings and disposition of the complaint, including corrective actions, if any (Title 5, Section 4631)
2. The rationale for the above disposition (Title 5, Section 4631)

UNIFORM COMPLAINT PROCEDURES (continued)

3. Notice of the complainant's right to appeal the decision within 15 days to the California Department of Education, and procedures to be followed for initiating such an appeal (Title 5, Section 4631, 4652)
4. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies (5 CCR [4631](#); Education Code [262.3](#))
5. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved

If an employee or student is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee or student was informed of district expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education (CDE)

If dissatisfied with the district's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the district's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (Title 5, Section 4652)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the district's decision and must include a copy of the locally filed complaint and the district's decision. (Title 5, Section 4652)

Upon notification by the California Department of Education that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (Title 5, Section 4633)

1. A copy of the original complaint
2. A copy of the decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews and documents submitted by the parties and gathered by the investigator

UNIFORM COMPLAINT PROCEDURES (continued)

5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by CDE

The California Department of Education may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR [4650](#) exists. In addition, the California Department of Education may also intervene in those cases where the district has not taken action within 60 calendar days of the date the complaint was filed with the district.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and to discrimination complaints based on federal law, and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR [4622](#).

**Community Relations
Notification of Rights
Uniform Complaint Procedures**

E 1312.3

The Board of Trustees recognizes that the District is responsible for ensuring that it complies with state and federal laws and regulations governing educational programs. The District shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination in district programs and activities based on religion, age, sex, sexual orientation, gender, gender identity or expression, genetic information, marital or parental status, ethnic group identification, actual race, ancestry, national origin, color, or physical or mental disability; 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 District shall also follow uniform complaint procedures when addressing complaints alleging failure to comply with state or federal law in adult basic education, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs and the development and adoption of the school safety plan.

Complaints should be addressed to;
Assistant Superintendent, Personnel
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3255

The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or six months from the date when the complainant first obtained knowledge of the facts of the alleged discrimination. Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Investigation of Complaint

The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and the District's representatives shall also have an opportunity to present information relevant to the complaint. Parties to the dispute may discuss the complaint and question each other or each other's witnesses.

Response

Within 60 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the District's investigation and decision, as described in the section below.

Final Written Decision

The report of the District's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District shall arrange a meeting at which a community member will interpret it for the complainant.

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the District's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. The California Department of Education may directly intervene in the complaint without waiting for action by the district when one of the conditions listed in 5 CCR 4650 exists. In addition, the California Department of Education may also intervene in those cases where the district has not taken action within 60 calendar days of the date the complaint was filed with the district.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the district's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For discrimination complaints, however, a complainant must wait until 60 days have elapsed from the filing of an appeal with the California Department of Education before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the district has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR [4622](#).



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4030 Nondiscrimination in Employment (SECOND READING)***
DATE: November 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.

Revisions to Board Policy 4030 reflect the provisions of the California Fair Employment and Housing Act (FEHA) which prohibit employers from discrimination against employees and job applicants on the basis of actual or perceived race, color, ancestry, national origin, sex, sexual orientation, gender, religion, physical or mental disability, medical condition, marital status, or age. Pursuant to Government Code 12940, as amended by SB 559 and AB 887, the list of protected categories has been expanded to include genetic information, gender identity and gender expression. Board Policy 4030 has been updated to reflect the additions of protected categories to include those listed above.

The revised policy was presented to the Board of Trustees for first reading on October 18, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 4030 Nondiscrimination in Employment be adopted by the Board of Trustees.

NONDISCRIMINATION IN EMPLOYMENT

The Governing Board desires to provide a positive work environment where employees and job applicants are free from harassment and are assured of equal access and opportunities in accordance with law. The Governing Board prohibits unlawful discrimination against and/or harassment of district employees and job applicants on the basis of actual or perceived race, color, national origin, ancestry, religion, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation at any district site and/or activity. The Board also prohibits retaliation against any district employee or job applicant who complains, testifies or in any way participates in the district's complaint procedures instituted pursuant to this policy.

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

(cf. [4031](#) - Complaints Concerning Discrimination in Employment)

(cf. [4032](#) - Reasonable Accommodation)

(cf. 4033 – Lactation Accommodation)

(cf. [4119.11/4219.11/4319.11](#) - Sexual Harassment)

(cf. [4119.41/4219.41/4319.41](#) - Employees with Infectious Disease)

(cf. 4154/4254/4354 – Health and Welfare Benefits)

(cf. 5145.7 – Sexual Harassment)

Any district employee who engages or participates in unlawful discrimination, harassment or retaliation, or who aids, abets, incites, compels or coerces another to discriminate, is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. [4117.4](#) - Dismissal)

(cf. [4118](#) - Suspension/Disciplinary Action)

(cf. [4218](#) - Dismissal/Suspension/Disciplinary Action)

Any district employee who observes or has knowledge of an incident of unlawful discrimination or harassment shall report the incident to the principal, district administrator or Superintendent as soon as practical after the incident. Failure of a district employee to report discrimination or harassment may result in disciplinary action.

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin or application form that is used in employee recruitment. (34 CFR [100.6](#), [106.9](#))

The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR [4960](#))

In the Fountain Valley School District, the following position is the Coordinator for Nondiscrimination in Employment:

NONDISCRIMINATION IN EMPLOYMENT (continued)

Assistant Superintendent of Personnel
c/o Fountain Valley School District
10055 Slater Avenue
Fountain Valley, CA 92708
(714) 843-3231

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed or in violation of district policy should, as appropriate, immediately contact his/her supervisor, the Coordinator or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigation and resolving any such complaint.

Other Remedies

An employee may, in addition to filing a discrimination complaint with the district, file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code [12960](#). (Government Code [12960](#))
2. To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s). To file a valid complaint with EEOC after filing a complaint with DFEH, the employee must file the complaint within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC [2000e-5](#))

Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.

Training and Notifications

The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.

(cf. 4131 – Staff Development)
(cf. 4231 – Staff Development)
(cf. 4331 – Staff Development)

Legal Reference:

CIVIL CODE

[51.7](#) *Freedom from violence or intimidation*

GOVERNMENT CODE

[11135](#) *Unlawful discrimination*

NONDISCRIMINATION IN EMPLOYMENT (continued)

[12900-12996](#) *Fair Employment and Housing Act*

PENAL CODE

[422.56](#) *Definitions, hate crimes*

CODE OF REGULATIONS, TITLE 2

[7287.6](#) *Terms, conditions and privileges of employment*

CODE OF REGULATIONS, TITLE 5

[4900-4965](#) *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*

UNITED STATES CODE, TITLE 20

[1681-1688](#) *Discrimination based on sex or blindness, Title IX*

UNITED STATES CODE, TITLE 29

[794](#) *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

[2000d-2000d-7](#) *Title VI, Civil Rights Act of 1964*

[2000e-2000e-17](#) *Title VII, Civil Rights Act of 1964 as amended*

[2000h-2-2000h-6](#) *Title IX, 1972 Education Act Amendments*

[12101-12213](#) *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

[35.101-35.190](#) *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

[100.6](#) *Compliance information*

[104.8](#) *Notice*

[106.8](#) *Designation of responsible employee and adoption of grievance procedures*

[106.9](#) *Dissemination of policy*

COURT DECISIONS

Carter v. California Department of Veterans Affairs (2003) 2003 Cal.LEXIS 5694

Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, March, 1999

U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS

Notice of Non-Discrimination, January, 1999

WEB SITES

EEOC: <http://www.eeoc.gov>

OCR: <http://www.ed.gov/offices/OCR>

DFEH: <http://www.dfeh.ca.gov>

NONDISCRIMINATION IN EMPLOYMENT

Discriminatory Harassment

Unlawful harassment or discrimination based on a person's race, gender or other attribute listed in the district's nondiscrimination policy includes, but is not limited to, the following:

1. Slurs, epithets, threats or verbal abuse.
2. Derogatory or degrading comments, descriptions, drawings, pictures or gestures.
3. Unwelcome jokes, stories or teasing.
4. Any other verbal, visual or physical conduct which adversely affects the individual's employment opportunities or has the purpose or effect of unreasonably interfering with his/her work performance or creating an intimidating, hostile or offensive working environment.

Harassment may arise not only as a result of the offender's intention, but also as a result of the offended person's perception of the offensive conduct and the way in which it affects him/her.

Any employee or applicant for employment who feels that he/she is being unlawfully harassed should immediately contact his/her supervisor or the Superintendent or designee in order to obtain procedures for reporting a complaint. Such complaints can be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment.

Any supervisor who receives a harassment or discrimination complaint shall notify the Superintendent or designee, who shall ensure that the complaint is appropriately investigated. Discrimination complaint procedures prohibit retaliatory behavior against any complainant or any participant in the complaint process.

(cf. 4031 - Complaints Concerning Discrimination in Employment)



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4111 Recruitment and Selection***
(FIRST READING)
DATE: November 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.

Revisions to Board Policy 4111 reflect updates to language regarding the district's current practice as it relates to recruitment and selection. The changes ensure that the district's hiring procedures are designed to eliminate, or at least minimize, the possibility of hiring unsuitable or undesirable individuals and to avoid liability for negligent hiring.

The revised policy was presented to the Board of Trustees for first reading on October 18, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 4111 Recruitment and Selection be adopted by the Board of Trustees.

RECRUITMENT AND SELECTION

The Board of Trustees is committed to employing suitable, qualified individuals to carry out the district's mission to provide high-quality education to its students and to ensure the efficient running of district operations.

(cf. 0100 – Goals for the School District)

(cf. 4000 – Concepts and Roles)

(cf. 4100 – Certificated Personnel)

(cf. 4200 – Classified Personnel)

(cf. 4300 – Administrative and Supervisory Personnel)

(cf. 9000 – Role of the Board)

The Superintendent or designee shall develop fair, open and transparent recruitment and selection processes and procedures which ensure that employees are selected based on demonstrated knowledge, skills and competence and not on any bias, personal preference, or unlawful discrimination.

The Superintendent or designee shall develop recruitment and selection procedures which include:

1. Assessment of the district's needs for specific skills, knowledge and abilities
2. Development of job descriptions which accurately describe all essential and marginal functions and duties of each position
3. Dissemination of vacancy announcements to ensure a wide range of candidates
4. Screening procedures which identify the best possible candidates for interviews
5. Interview procedures which determine the best qualified candidate for recommendation to the Board

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

(cf. 4119.3/4219.3/4319.3 – Duties of Personnel)

(cf. 4030 – Nondiscrimination in Employment))

(cf. 4031 – Complaints Concerning Discrimination in Employment)

(cf. 4032 – Reasonable Accommodation)

(cf. 4111.2/4211.2/4311.2 – Legal Status Requirement)

The Superintendent or designee shall recommend only those candidates who meet all qualifications established by law and the Board for the position. Nominations for employment shall be based upon screening devices, interviews, observations and recommendations from previous employers as necessary to identify the best possible candidate for a position.

RECRUITMENT AND SELECTION

No inquiry shall be made with regard to any category of discrimination prohibited by state or federal law. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

District employment practices shall not discriminate against legal noncitizen residents. Inquiries to assure employment eligibility shall be made in accordance with Board policy and administrative regulation.

(cf. 4111.2/4211.2/4311.2 - Legal Status Requirement)

No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee, who shall present one candidate who meets all qualifications established by the law, to the Board for approval.

(cf. 4112 – Appointment and Conditions of Employment)

(cf. 4112.2 – Certification)

(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)

(cf. 4212 – Appointment and Conditions of Employment)

(cf. 4312.1 – Contracts)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

44066 Limitations on certification requirement

44259 Teaching credential; exception; designated subjects; minimum requirements

44375 Incentive grants for recruiting teachers for low-performing schools

44740 – 44741 Personnel management assistance teams

44750 Teacher recruitment resource center

44830 - 44831 Employment of certificated persons

44858 Age or marital status in employment positions requiring certification qualifications

44859 Prohibition against certain rules and regulations re residency

45103 – 45139 Employment (classified employees)

49406 Examination for tuberculosis

52051 Academic Performance Index

CODE OF REGULATIONS, TITLE 28

35.101 – 35.190 American Disabilities Act

GOVERNMENT CODE

815.2 Liability of public entities and public employees

12900 – 12996 Fair Employment and Housing Act, including:

12940-12956 Discrimination prohibited; unlawful practices

UNITED STATES CODE, TITLE 8

1324(a) Unlawful Employment of aliens

1324(b) Unfair immigration related practices

RECRUITMENT AND SELECTION

UNITED STATES CODE, TITLE 42

12101 et seq. Americans With Disabilities Act

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

2000h-2 et seq. Title IX, 1972 Education Act Amendments

12101 – 12213 American with Disabilities Act

COURT DECISIONS

C.A. v William S. Hart Union High School District et al., (2012) 138 Cal.Rptr.3d 1

MANAGEMENT RESOURCES

WEB SITES:

California Department of Fair Employment and Housing : <http://www.dfeh.ca.gov>

Education Job Opportunities Information Network: <http://www.edjoin.org>

Teach USA: <http://www.calteach.org>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4112.6/4212.6/4312.6 Personnel
Records (SECOND READING)***
DATE: November 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.

Revisions to Board Policy 4112.6/4212.6/4312.6 reflect updates to language regarding the district's current practice and any related provisions of negotiated agreements with bargaining units as they relate to personnel records.

The revised policy was presented to the Board of Trustees for first reading on October 18, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 4112.6/4212.6/4312.6 Personnel Records be adopted by the Board of Trustees.

All Personnel

BP 4112.6

4212.6

PERSONNEL RECORDS

4312.6

The Superintendent or designee shall maintain personnel files for all current employees.

A personnel file shall be kept for all former employees, including such information as shall seem appropriate to the administration.

The Superintendent or designee shall determine the types of information to be included in personnel files, including, but not limited to, records required by law, and shall process all material to be placed in such files.

All personnel files are confidential and shall be available only to the employee, persons authorized by the employee, the Superintendent and those authorized by the Superintendent. For legitimate reasons, the Board of Trustees also has access to personnel records and may delegate a specific member to review any file.

Ratings, reports or records shall not be available for inspection by employees if they were obtained prior to the employment of the person involved, prepared by identifiable examination committee members or obtained in connection with a promotional examination. However, non-credentialed employees shall have access to any numerical scores obtained as result of written examinations. (Education Code 44031)

Except for the ratings, reports or records specified above as not open to inspection, employees shall be notified whenever derogatory information is to be placed in their personnel files. Any employee so notified may ask to review and comment on the contents. Such a review shall take place during normal school hours. The employee shall be released from duty for this purpose without a salary reduction. All other written materials filed in personnel records shall be made available for inspection by the employee at an off-duty time. Inspection shall take place in the presence of an administrator.

Legal Reference:

EDUCATION CODE

44031 Personnel file contents and inspection

44663 Performance appraisals and related materials

ATTORNEY GENERAL'S OFFICE NO. CV 75-73 June 6, 1975

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

All Personnel

AR 4112.6(a)

PERSONNEL RECORDS

4212.6

4312.6

Placement of Material in Personnel Files

All material to be placed in a personnel file shall be processed through the administrator responsible for the maintenance of personnel files.

When an employee is asked to sign any material that is to be placed in the employee's file, it is with the understanding that the employee's signature signifies only that the employee has read the material and does not necessarily indicate agreement with its contents.

The following procedure shall be followed regarding material of a derogatory nature:

1. The employee will be given notice and an opportunity to review and comment on the material.
2. The notice will inform the employee that he/she may review the derogatory material during normal business hours, that the employee will be released from duty for this purpose and that the employee must respond within 10 working days from the receipt of the notice.
3. The material will be signed and dated by the originating person. Anonymous documents, letters or other materials will not be filed.
4. Employees may request that the Superintendent or designee conduct an investigation of the matter and issue a decision in writing to the employee. The Superintendent or designee shall either ask the employee to make corrections deemed necessary or else shall refuse to amend the record. Material containing allegations determined to be untrue or not founded in fact will not be included in an employee record.
5. After the employee has reviewed and made written comments on the derogatory material it will be entered into the personnel file and will become a part of the employee's permanent record.
6. Upon review of classified employees personnel files, disciplinary action more than 2 (two) years old will be removed from an employee's personnel file.

Management Review Procedures

1. Management personnel with a valid "right to know" or "need to know" may, with the Superintendent or designee's authorization, review an employee's personnel file.
2. Board members may request to review an employee's file at a personnel session of the entire Board. The contents of all personnel files shall be kept in strictest confidence.

All Personnel

AR 4112.6(b)

4212.6

PERSONNEL RECORDS (continued)

4312.6

3. Personnel files will be reviewed in the office where the files are maintained unless otherwise approved in writing through the Superintendent or designee or administrator responsible for maintaining files.
4. Personnel files shall be reviewed and replaced within the shortest time possible. In no case should a personnel file be left unattended or left unfiled overnight.

File Review by Employee

1. Employees wishing to inspect their personnel file in the office of personnel services must first contact a designated administrator from personnel services. An employee may be accompanied by a representative of the employee's choice while reviewing the file.
2. Subject to 24 hours prior notice, employees may examine their own personnel file at a time when they are not required to render service to the district. Such inspection will take place in the office where the files are maintained, during normal business hours, in the presence of the administrative officer responsible for maintaining files.
3. Confidential placement information in file shall not be available for review unless marked "not confidential" or equivalent by the college, university or other placement office.
4. All reviews of personnel files shall be recorded, including notation of date and time reviewed and name of administrator present during the review.
5. In no instance shall any material be removed from the file. (See above procedure regarding derogatory material.)
6. Any request by an employee to include any materials in the file must be approved by the administrative officer responsible for maintaining files.
7. Requests for copies of material in personnel file must be in writing. Request will be filled within 48 hours of receipt.

Regulation
approved:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California



FOUNTAIN VALLEY SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***REVISION TO BOARD POLICY 4119.1/4219.1/4319.1 Civil and Legal Rights (SECOND READING)***
DATE: November 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.

Revisions to Board Policy 4119.1/4219.1/4319.1 reflect updates to language regarding the district's current practice as they relate to Civil and Legal Rights of employees. Though employees have the same constitutional and statutory rights as other citizens, there are situations in which the district may limit some of those rights. In addition, Education Code 44110-44114, the Reporting by School Employees of Improper Governmental Activities Act, and Labor Code 1102.5 provide "whistleblower protection" to employees who refuse to be a party to, or who report, noncompliance with state or federal laws or regulation. The changes in language reflect the addition of whistleblower protection when applicable. Lastly, 20 USC (United States Code) 6731-6738 limits the liability of teachers, principals and other school personnel who maintain discipline and/or ensure safety when harm is caused while they are acting in the scope of their employment. The changes in language reflect the information above.

The revised policy was presented to the Board of Trustees for first reading on October 18, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 4119.1/4219.1/4319.1 Civil and Legal Rights be adopted by the Board of Trustees.

All Personnel

BP 4119.1(a)

4219.1

CIVIL AND LEGAL RIGHTS

4319.1

The personal life of an employee is not an appropriate concern for the Board of Trustees except as it may directly prevent the employee from performing his/her duties or responsibilities.

An employee's personal beliefs and activities including religious, political, cultural, social or other beliefs or activities, or the lack thereof, shall not be grounds for any discrimination or disciplinary action by the district, provided these activities do not violate Board policy, administrative regulations or local, state or federal laws.

(cf. 4030 - Nondiscrimination in Employment)

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

(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)

When necessary to protect the health, welfare or safety of students and staff, school officials may search district property under an employee's control.

(cf. 4040 – Employee Use of Technology)

The district shall make no inquiry concerning the personal values, attitudes, and beliefs of district employees or their sexual orientation or political or religious affiliations, beliefs, or opinions except when authorized by law. In addition, no district employee shall be required to provide critical appraisals of other individuals with whom the employee has a familial relationship. However, the district reserves the right to access any publicly available information about any employee. (Education Code 49091.24)

Whistleblower Protection

An employee shall have the right to disclose to a Board member, a school administrator, a member of the County Board of Education, County Superintendent of Schools, or the Superintendent of Public Instruction any improper governmental activity by the district or a district employee that violates state or federal law, is economically wasteful, or involves gross misconduct, incompetency, or inefficiency. When the employee has reasonable cause to believe that the information discloses a violation of state or federal statute or a violation of or noncompliance with a state or federal rule or regulation, he/she has the right to disclose such information to a government or law enforcement agency or to refuse to participate in any such activity. (Education Code 44112, 44113; Labor Code 1102.5)

The Superintendent or designee shall prominently display in lettering larger than size 14 point type a list of employees' rights and responsibilities under the whistleblower laws, including the telephone number of the whistleblower hotline maintained by the office of the California Attorney General. (Labor Code 1102.8)

No employee shall use or attempt to use his/her official authority or influence to intimidate, threaten, coerce, or command another employee for the purpose of interfering with that employee's right to disclose improper governmental activity. (Education Code 44113)

(cf. 4118 - Suspension/Disciplinary Action)

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

An employee who has disclosed improper governmental activity and believes that he/she has subsequently been subjected to acts or attempted acts of reprisal shall file a written complaint in accordance with the district's complaint procedures. After filing a complaint with the district, the employee may also file a copy of the complaint with local law enforcement and/or seek civil law remedies against the supervisor or administrator who retaliated or attempted to retaliate against him/her, in accordance with Education Code 44114.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

Protection Against Liability

No employee shall be liable for harm caused by his/her act or omission when he/she is acting within the scope of employment or district responsibilities; when the employee's act or omission is in conformity with federal or state law, district policy, or administrative regulation; or when the employee's act or omission is in furtherance of an effort to control, discipline, expel, or suspend a student or to maintain order or control in the classroom or school.

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

(cf. 9260 - Legal Protection)

The protection against liability shall not apply when:

1. The employee acted with willful or criminal misconduct, gross negligence, recklessness, or a conscious, flagrant indifference to rights or safety of the individual harmed.
2. The employee caused harm by operating a motor vehicle or other vehicle requiring license or insurance.
3. The employee was not properly licensed, if required, by state law for such activities.
4. The employee was found by a court to have violated a federal or state civil rights law.
5. The employee was under the influence of alcohol or any drug at the time of the misconduct.
6. The misconduct constituted a crime of violence pursuant to 18 USC 16 or an act of terrorism for which the employee has been convicted in a court.
7. The misconduct involved a sexual offense for which the employee has been convicted in a court.
8. The misconduct occurred during background investigations, or other actions, involved in the employee's hiring.

Legal Reference:

EDUCATION CODE

~~200-262.3~~ 262.4 Prohibition of discrimination on the basis of sex

7050-7057 Political activities of school officers and employees

44040 Unlawful to discriminate solely because of employees appearance before certain boards or committees

44801 Leave of absence for employees elected to the Legislature

44040 Discrimination based on employee's appearance before certain boards or committees

44110-44114 Reporting by school employees of improper governmental activity

48907 Student freedom of expression; employee's protection of student rights

48950 Speech and other communication

49091.24 Teacher rights to refuse evaluation/survey of personal life

CIVIL CODE

51 Unruh Civil Rights Act

CODE OF REGULATIONS, TITLE 5

30-31 Affirmative action employment programs

GOVERNMENT CODE

815.3 Intentional torts

820-823 Tort claims act

825.6 Indemnification of public entity

3540.1 Public employment definitions

3543.5 Interference with employee's rights prohibited

12650-12656 False claims actions

12940-12950 Discrimination prohibited; unlawful practices

LABOR CODE

1102.5 – 1106 Whistleblower protections

UNITED STATES CODE, TITLE 18

16 Crime of violence defined

UNITED STATES CODE, TITLE 20

6731-6738 Teacher liability protection

UNITED STATES CODE, TITLE 42

12101 et seq. Americans with Disabilities Act

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

2000h-2 et seq. Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartnett v. Crosier, (2012) 205 Cal.App.4th 685

Johnson v. Poway Unified School District, (2011) 658 F.3d 954

Ohton v. CSU San Diego, (2007) 56 Cal.Rptr.3d 111

Garcetti v. Ceballos, (2006) 543 U.S. 1186

O'Conner v. Ortega, (1987) 480 U.S. 709

New Jersey v. T.L.O., (1985) 468 U.S. 325

Management Resources:

WEB SITES

California Attorney General: <http://www.oag.ca.gov>



FOUNTAIN VALLEY SCHOOL DISTRICT
Curriculum/Instruction

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Anne Silavs, Assistant Superintendent, Instruction
SUBJECT: ***SISTER SCHOOL PARTNERSHIP AGREEMENT BETWEEN XI'AN
HI-TECH ZONE INTERNATIONAL SCHOOL AND HISAMATSU
TAMURA SCHOOL***
DATE: October 25, 2012

BACKGROUND

In early May, a delegation of teachers, and administrators from Xi'an Hi-tech Zone International School in China visited Tamura to learn more about the educational system in the United States.

As a result of their visit and in an effort to promote continued goodwill, the cultural exchange of friendship, and the educational exchange of ideas, Xi'an Hi-tech Zone International School would like to enter into a sister school partnership with the students and staff at Tamura.

RECOMMENDATION

It is recommended that the Board of Trustees approve the sister school partnership between Xi'an Hi-tech Zone International School and Tamura.

**Partnership Agreement
Between
Tamura Elementary School of Fountain Valley, CA, USA and
Xi'an Hi-tech Zone International School, Xi'an, China**

Tamura Elementary School, Fountain Valley, California, United States of America, is very excited to promote goodwill and an educational exchange of ideas with Xi'an Hi-tech Zone International School, Xi'an, China.

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

1. Strengthen the exchange of ideas through technology among the principal, staff and students of Tamura Elementary School and Xi'an Hi-tech Zone International School.
2. Promote the exchange of teaching methodology and curriculum among the principals, staff and students of both Tamura Elementary School and Xi'an Hi-tech Zone International School through email and video streaming.
3. Encourage a cultural exchange of friendship and interests between the students of Tamura Elementary School and Xi'an Hi-tech Zone International School.
4. Promote a future exchange of ideas as this partnership continues to grow.



Principal
Hisamatsu Tamura Elementary School

Principal
Xi'an Hi-tech Zone International School

Dated: _____

Fountain Valley School District
Curriculum/Instruction

M E M O R A N D U M

TO : Marc Ecker, PhD., Superintendent
FROM : Anne Silavs, Assistant Superintendent, Instruction
SUBJECT : **EARLY CHILDHOOD EDUCATION SCHOOL READINESS
INITIATIVE GRANT AGREEMENT NUMBER 38803 BETWEEN
THE ORANGE COUNTY SUPERINTENDENT OF SCHOOLS AND
FOUNTAIN VALLEY SCHOOL DISTRICT**
DATE : November 5, 2012

Background:

Through a grant funded by the Orange County Children and Families Commission, the Orange County Superintendent of Schools has awarded three hundred dollars (\$300.00) to Fountain Valley School District for participation in the School Readiness Initiative Grant Program. Fountain Valley School District agrees to use these grant funds on training and technical assistance. The term of this Agreement shall commence on July 1, 2012 and terminate on June 30, 2013.

Recommendation:

It is recommended that the Board of Trustees approve Grant Agreement Number 38803, for the period July 1, 2012 through June 30, 2013 between the Orange County Superintendent of Schools and Fountain Valley School District.

1 AGREEMENT NUMBER: 38803

2 FOUNTAIN VALLEY SCHOOL DISTRICT
3 EARLY CHILDHOOD EDUCATION
4 SCHOOL READINESS INITIATIVE GRANT

5 This AGREEMENT is hereby made and entered into this 1st day of
6 July, 2012, by and between the Orange County Superintendent of
7 Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter
8 referred to as SUPERINTENDENT, and Fountain Valley School District,
9 10055 Slater Avenue, Fountain Valley, California 92708, hereinafter
10 referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be
11 collectively referred to as the Parties.

12 WHEREAS, SUPERINTENDENT has received grant funds from the Orange
13 County Children and Families Commission to provide services to Orange
14 County students through the delivery of the School Readiness
15 Initiative Grant;

16 WHEREAS, SUPERINTENDENT is in need of special services and
17 advice; and

18 WHEREAS, the Orange County Children and Families Commission
19 requires that SUPERINTENDENT allocate a portion of the School
20 Readiness Initiative grant funds to school districts for
21 implementation of the Early Childhood Education Program, hereinafter
22 referred to as PROGRAM; and

23 WHEREAS, DISTRICT and its school teachers have expertise with
24 the targeted school population and in providing the services
25 required.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1 1.0 TERM. This AGREEMENT shall be in full force and effect for the
2 period commencing July 1, 2012 and ending on June 30, 2013, subject
3 to termination as set forth in this AGREEMENT.

4 2.0 GRANT AWARDS. SUPERINTENDENT has awarded grant funds to DISTRICT
5 for participation in the School Readiness Initiative Grant Program.
6 DISTRICT agrees to use grant funds on training and technical
7 assistance. Grant funds shall only be used for the activities
8 described in Exhibit "A", Sample List of Program Activities, which is
9 attached hereto and incorporated by reference.

10 3.0 ASSURANCES. DISTRICT agrees to abide by the sample list of
11 program activities as described in Exhibit "A", which is attached
12 hereto and incorporated by reference herein. **All funds must be spent**
13 **by June 30, 2013. It is the responsibility of the Coordinator at the**
14 **grant funded site to submit all required paperwork to**
15 **SUPERINTENDENT'S designated grant Coordinator.**

16 4.0 PAYMENT.

17 A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to
18 exceed Three hundred dollars (\$300.00) for those activities
19 identified in Section 2.0 of this AGREEMENT. **Pre-approval must be**
20 **obtained by submitting the Expenditures Pre-Approval Form, which is**
21 **attached hereto as Exhibit "B" and incorporated by reference herein,**
22 **and reimbursement must be obtained by submitting the Expenditures**
23 **Claim Form attached as Exhibit "C" and incorporated by reference**
24 **herein.** Payment shall be made to DISTRICT upon completion of
25 approved activity identified in Section 2.0, SUPERINTENDENT'S receipt
and approval of an invoice in triplicate, Exhibit "B", Expenditures

1 Pre-Approval Form, and Exhibit "C", Expenditures Claim Form. All
2 invoices to SUPERINTENDENT shall be supported at DISTRICT'S facility
3 by source documentation which shall include, but not be limited to:
4 ledgers, journals, time sheets, invoices, bank statements, canceled
5 checks, receipts, receiving records, and records of services
6 provided. DISTRICT'S invoice for the period commencing July 1, 2012,
7 and ending June 30, 2013, Exhibit "B", Expenditures Pre-Approval
8 Form, and Exhibit "C", Expenditures Claim Form, are due on or before
9 April 30, 2013. Payment shall be mailed to: Fountain Valley School
10 District, 10055 Slater Avenue, Fountain Valley, California 92708, or
11 at such other place as DISTRICT may designate in writing.

12 B. DISTRICT shall not claim reimbursement for items as
13 described in Exhibit "A", Sample List of Program Activities, provided
14 under this AGREEMENT.

15 C. SUPERINTENDENT may withhold or delay any payment should
16 DISTRICT fail to comply with any of the provisions set forth in this
17 AGREEMENT.

18 D. The obligation of SUPERINTENDENT under this AGREEMENT is
19 contingent upon the availability of funds furnished by the Orange
20 County Children and Families Commission. In the event that such
21 funding is terminated or reduced, this AGREEMENT may be terminated,
22 and SUPERINTENDENT fiscal obligations hereunder shall be limited to a
23 pro rated amount of funding actually received by the SUPERINTENDENT
24 under the grant. SUPERINTENDENT shall provide DISTRICT written
25 notification of such termination. Notice shall be deemed given when

1 received by the DISTRICT or no later than three (3) days after the
2 day of mailing, whichever is sooner.

3 5.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an
4 independent contractor and shall be wholly responsible for the manner
5 in which the services required by the terms of this AGREEMENT are
6 performed. Nothing herein contained shall be construed as creating
7 the relationship of employer and employee, or principal and agent,
8 between SUPERINTENDENT and DISTRICT. DISTRICT assumes the
9 responsibility for the acts and omissions of its employees or agents
10 as they relate to the services to be provided. DISTRICT, its
11 officers, agents and employees, shall not be entitled to any rights,
12 and/or privileges of SUPERINTENDENT'S employees and shall not be
13 considered in any manner to be SUPERINTENDENT'S employees.

14 6.0 HOLD HARMLESS/INDEMNIFICATION.

15 A. DISTRICT hereby agrees to indemnify, defend, and hold
16 harmless SUPERINTENDENT, the Orange County Board of Education, and
17 its officers, agents and employees from every claim or demand made
18 and every liability, loss, damage or expense, of any nature
19 whatsoever, which may be incurred by reason of any negligent acts or
20 omissions of employees, agents, or officers of DISTRICT during the
21 period of this AGREEMENT.

22 B. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
23 harmless DISTRICT, its Governing Board, officers, agents and
24 employees from every claim or demand made and every liability, loss,
25 damage or expense, of any nature whatsoever, which may be incurred by
reason of any negligent acts or omissions of employees, agents, or

1 officers of SUPERINTENDENT or the Orange County Board of Education
2 during the period of this AGREEMENT.

3 7.0 COPYRIGHT/TRADEMARK/PATENT. CONTRACTOR understands and agrees
4 that all matters produced under this AGREEMENT shall become the
5 property of SUPERINTENDENT and cannot be used without
6 SUPERINTENDENT'S prior express written permission. SUPERINTENDENT
7 shall have all right, title and interest in said matters, including
8 the right to secure and maintain the copyright, trademark and/or
9 patent of said matter in the name of the SUPERINTENDENT. Therefore,
10 all matters produced and created by DISTRICT for SUPERINTENDENT'S
11 School Readiness Initiative Grant Program shall become the property
12 of SUPERINTENDENT.

13 8.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in
14 unlawful discrimination of persons because of race, color, religious
15 creed, national origin, ancestry, physical handicap, medical
16 condition, marital status, or age or sex of such persons.

17 9.0 APPLICABLE LAW. The services completed herein must meet the
18 approval of the SUPERINTENDENT'S general right of inspection to
19 secure the satisfactory completion thereof. DISTRICT agrees to
20 comply with all federal, state and local laws, rules, regulations and
21 ordinances that are now or may in the future become applicable to
22 DISTRICT, DISTRICT'S business, equipment and personnel engaged in
23 operations covered by this AGREEMENT or occurring out of the
24 performance of such operations.

1 10.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the
2 performance of any of the services in this AGREEMENT without prior
3 written approval of the SUPERINTENDENT.

4 11.0 RETENTION OF RECORDS. DISTRICT shall preserve and make
5 available, to SUPERINTENDENT and the State of California, all records
6 for a period of five (5) years from the date of final payment under
7 this AGREEMENT, and for such a longer period, if any, as is required
8 by applicable statute, or by any other clause of this AGREEMENT.

9 12.0 TOBACCO USE POLICY. In the interest of public health,
10 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
11 use of any tobacco products are prohibited in buildings and vehicles,
12 and on any property owned, leased or contracted for by the
13 SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
14 abide with conditions of this policy could result in the termination
15 of this AGREEMENT.

16 13.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT
17 or DISTRICT with or without cause, upon the giving of thirty (30)
18 days prior written notice to the other party.

19 14.0 NOTICES. All notices or demands to be given under this AGREEMENT
20 by either party to the other shall be in writing and given either by:
21 i) Personal service, or ii) U.S. Mail, mailed either by registered or
22 certified mail, return receipt requested, with postage prepaid.
23 Service shall be considered given when received if personally served
24 or, if mailed, on the third (3rd) day after deposit in any U.S. Post
25 Office. The address to which notices or demands may be given by
either party may be changed by written notice given in accordance

1 with the notice provisions of this section. As of the date of this
2 AGREEMENT the addresses of the parties are as follows:

3 DISTRICT: Fountain Valley School District
4 10055 Slater Avenue
5 Fountain Valley, California 92708
6 Attn: _____

7 SUPERINTENDENT: Orange County Superintendent of Schools
8 200 Kalmus Drive
9 Costa Mesa, California 92626
10 Attn: Patricia McCaughey

11 15.0 SEVERABILITY. If any term, condition or provision of this
12 AGREEMENT is held by a court of competent jurisdiction to be invalid,
13 void, or unenforceable, the remaining provisions will nevertheless
14 continue in full force and effect, and shall not be affected impaired
15 or invalidated in any way.

16 16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
17 be governed by the laws of the State of California, with venue in
18 Orange County, California.

19 17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits
20 attached hereto constitute the entire agreement between
21 SUPERINTENDENT and DISTRICT regarding the services and any agreement
22 made shall be ineffective to modify this AGREEMENT in whole or in
23 part unless such agreement is embodied in an Amendment to this
24 AGREEMENT which has been signed by both Parties. This AGREEMENT
25 supersedes all prior negotiations, understandings, representations
and agreements.

////

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: FOUNTAIN VALLEY SCHOOL
4 DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
Authorized Signature

BY: Patricia McCaughey
Authorized Signature

6 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

7 TITLE: _____

TITLE: Coordinator

8 DATE: _____

DATE: October 12, 2012

9 _____
10 TAXPAYER IDENTIFICATION NUMBER

11
12 Local-Fountain Valley School District-SchoolReadiness(38803)13
13 ZIP9



WILLIAM M. HABERMEHL
County Superintendent of Schools

School Readiness Program Training & Technical Assistance Funding

EXHIBIT "A"



Services for
Early Education
& Development

Sample List of Program Activities

(Pre-Approval is REQUIRED for ALL activities)



Preschool GLAD Training (Retained Cost)



Early Language and Literacy Classroom Observation Training (ELLCO)



Early Childhood Environment Rating Scale-R (ECERS)



Center for Improving the Readiness of Children for Learning and Education Transitions (CIRCLE)



Preschool Learning Foundations



Assessment and Observation - data to drive training and instruction



Desired Results Development Profile - Revised (DRDP-R)



Latino Family Literacy Project



Other appropriate training and training materials pre-approved by the OCDE School Readiness Coordinator



Food, Mileage, Lodging, Travel Expenses



Training not pre-approved by the OCDE School Readiness Coordinator



Substitute Teachers/Extra work hours stipends



Other



School Readiness Program
Training & Technical Assistance Funding



T&TA Expenditures Pre-Approval Form

Please submit prior to any T&TA expenditure. Once approved, a copy will be emailed to you.

Submit Form To: Cristina Blevins, Project Specialist, Orange County Department of Education

E-MAIL: cblevins@ocde.us FAX: 714.437.5446 PHONE: 714.327.8185

School District _____

Early Learning Specialist _____ Date _____

Expenditure Description

Vendor Name:	Total Cost:
Materials Description and Rationale for Purchase (Impact on Programs/Services for Children 0-5):	

Conference/Training Name and Date:	Total Cost:
List of Attendees	

REQUIRED ATTACHMENTS:

Materials – Attach list of materials to include vendor name, shipping cost, taxes, and any additional cost in excess of actual materials.

Conferences/Trainings – Attach flyer/registration form.

REIMBURSEMENT PROCEDURE:

OCDE Retained Costs- Some OCDE Provided Trainings/Materials are considered retained costs (i.e. Preschool GLAD, CPIN, SEED Trainings) and require no Purchase Order for payment. Please contact Mary Johnson @ 714.327.1076 or mjohnson@ocde.us to verify.

Other Pre-Approved Expenditures- School District is responsible for purchase. Upon expenditure of total allotted T&TA funds, please submit **T&TA Expenditure Claim Form** to request reimbursement. (Proof of payment is required to be reimbursed).

Approval:

Cristina Blevins, Project Specialist, School Readiness

Date



School Readiness Program
Training & Technical Assistance Funding

EXHIBIT "C"



Services for
Early Education
& Development

T & TA Expenditures Claim Form

To be submitted by April 30, 2013 OR upon expenditure of total allotted funds

Submit Form To:

Orange County Department of
Education
Cristina Blevins
Project Specialist, School Readiness
FAX: 714.437.5446
E-Mail: kblevins@ocde.us

School District _____

Early Learning Specialist _____

Date _____

Expenditure Description	Pre- Approval Date	Amount
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		
Vendor Name: <input type="checkbox"/> Reimbursement Requested <input type="checkbox"/> OCDE Retained Cost		

Required Attachments:

Reimbursement Requests – Please attach proof of payment (copy of check that paid for the expenditure, paid purchase order or receipt).

OCDE Retained Costs:

Attachments for retained costs (e.g. sign-in sheets for Preschool GLAD, CPIN, SEED trainings) will be attached by OCDE.

Approval: _____

Cristina Blevins, Project Specialist, School Readiness

Date

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL**

M E M O R A N D U M

TO: Marc Ecker, Superintendent

FROM: Cathie Abdel, Assistant Superintendent, Personnel

SUBJECT: NOTICE OF LAYOFF FOR CLASSIFIED POSITIONS

DATE: November 1, 2012

BACKGROUND

Notice to the persons serving in the positions affected by this layoff shall be in accordance with Education Code 45117, Article XI, Section 2.A. of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACTS

The following classified positions in the Instructional Assistant – Bilingual classification shall be eliminated or reduced in hours following the required 45 day notice (as of January 4, 2013):

Eliminated:

<u>Site</u>	<u>Language</u>	<u># hrs/wk</u>
Cox	Spanish	10

Reduced:

<u>Site</u>	<u>Language</u>	<u>Reduction from/to</u>
Cox	Korean	23.75 to 6 hrs/wk
Cox	Vietnamese	20 to 15 hrs/wk
Cox	Vitenamese	15 to 10 hrs/wk

RECOMMENDATION

It is recommended that the Board of Trustees reduce the services of the positions so designated on the effective date as listed above.

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent -- Instruction

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Non-Public School Master Contracts

DATE: November 5, 2012 – For the November 15, 2012 Board Meeting

BACKGROUND:

All Master Contract Templates are generated by Orange County Department of Education on the behalf of Orange County SELPA's and LEA's for use when contracting services for students. In the spring of 2011-2012 our 2012-2013 Master Contracts based on these templates were sent to our contracted vendors. As certain local area Non-Public Schools received the 2012-2013 Master Contracts from SELPA's and LEA's throughout Orange County, they took exception to some of the language these master contracts contained. These Non-Public Schools retained an attorney and began negotiations with Orange County Department of Education Legal Department and Orange County SELPA Directors to resolve the differences. The Master Contracts for which we are seeking your approval represent the FINAL Non-Public School, Non-Public Agency Master Contracts for 2012-2013, reflecting all of the changes negotiated with William Browning, the Non-Public School Attorney. This Board has already approved the related Individual Service Agreements for students and costs and rates involved and a prior version of the Master Contracts now submitted. This approval is simply to approve the change in the Master Contract language.

RECOMMENDATION

Approval of Revised Master Contracts is requested.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

Please refer to this number on all correspondence, invoices, etc.
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TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	3
2. CERTIFICATION AND LICENCES	3
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	4
4. TERM OF MASTER CONTRACT	4
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	5
6. INDIVIDUAL SERVICES AGREEMENT	5
7. DEFINITIONS	6

II. ADMINISTRATION OF CONTRACT

8. NOTICES	7
9. MAINTENANCE OF RECORDS	7
10. SEVERABILITY CLAUSE	8
11. SUCCESSORS IN INTEREST	8
12. VENUE AND GOVERNING LAW	8
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	8
14. TERMINATION	8
15. INSURANCE	9
16. INDEMNIFICATION AND HOLD HARMLESS	10
17. INDEPENDENT CONTRACTOR	10
18. SUBCONTRACTING	11
19. CONFLICTS OF INTEREST	11
20. NON-DISCRIMINATION	12

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	12
22. GENERAL PROGRAM OF INSTRUCTION	13
23. INSTRUCTIONAL MINUTES	14
24. CLASS SIZE	14
25. CALENDARS	14
26. DATA REPORTING	15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	16
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	16
30. POSITIVE BEHAVIOR INTERVENTIONS	16
31. STUDENT DISCIPLINE	17
32. IEP TEAM MEETINGS	17

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

33. SURROGATE PARENTS	18
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES	18
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	19
37. TRANSCRIPTS	19
38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES	20
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	21
44. MONITORING	21

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR	24

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATION	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT	25
56. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES	33

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of November, 2012, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Speech & Language Development Center (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

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

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total 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, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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 and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

Please refer to this number on all correspondence, invoices, etc.
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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). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2) and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(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).

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

Please refer to this number on all correspondence, invoices, etc.
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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. Email notifications may be used provided that a hard copy is also mailed by first class mail deposited with United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

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

9. MAINTENANCE OF RECORDS

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

15. INSURANCE

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

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Auto Liability Insurance. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

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

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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 advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of 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.

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (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 an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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 to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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 in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also an LCI, the 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

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

48. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT/DISCRIMINATION

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

56. REPORTING OF MISSING CHILDREN

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

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

63. DEBARTMENT 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

CONTRACTOR,

LEA,

Speech & Language Development Center

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: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

EXHIBIT A: RATES

CONTRACTOR Speech & Language Development Center 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 Education Instruction</u>		
Basic Education Program	\$ _____	_____ Day

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2043

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

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: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

TABLE OF CONTENTS

I. GENERAL PROVISIONS

1. MASTER CONTRACT	3
2. CERTIFICATION AND LICENCES	3
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	4
4. TERM OF MASTER CONTRACT	4
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	5
6. INDIVIDUAL SERVICES AGREEMENT	5
7. DEFINITIONS	6

II. ADMINISTRATION OF CONTRACT

8. NOTICES	7
9. MAINTENANCE OF RECORDS	7
10. SEVERABILITY CLAUSE	8
11. SUCCESSORS IN INTEREST	8
12. VENUE AND GOVERNING LAW	8
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	8
14. TERMINATION	8
15. INSURANCE	9
16. INDEMNIFICATION AND HOLD HARMLESS	10
17. INDEPENDENT CONTRACTOR	10
18. SUBCONTRACTING	11
19. CONFLICTS OF INTEREST	11
20. NON-DISCRIMINATION	12

III. EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION	12
22. GENERAL PROGRAM OF INSTRUCTION	13
23. INSTRUCTIONAL MINUTES	14
24. CLASS SIZE	14
25. CALENDARS	14
26. DATA REPORTING	15
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	15
28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION	16
29. DISTRICT MANDATED ATTENDANCE AT MEETINGS	16
30. POSITIVE BEHAVIOR INTERVENTIONS	16
31. STUDENT DISCIPLINE	17
32. IEP TEAM MEETINGS	17

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

33. SURROGATE PARENTS	18
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES	18
36. LEA STUDENT PROGRESS REPORTS/REPORT CARD AND ASSESSMENTS	19
37. TRANSCRIPTS	19
38. LEA STUDENT CHANGE OF RESIDENCE	20
39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20
41. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES	20
42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS	21
43. STATE MEAL MANDATE	21
44. MONITORING	21

IV. PERSONNEL

45. CLEARANCE REQUIREMENTS	22
46. STAFF QUALIFICATIONS	22
47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS	23
48. STAFF ABSENCE	23
49. STAFF PROFESSIONAL BEHAVIOR	24

V. HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY	24
51. FACILITIES AND FACILITIES MODIFICATION	24
52. ADMINISTRATION OF MEDICATION	25
53. INCIDENT/ACCIDENT REPORTING	25
54. CHILD ABUSE REPORTING	25
55. SEXUAL HARASSMENT	25
56. REPORTING OF MISSING CHILDREN	25

VI. FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING AND BILLING PROCEDURES	26
58. RIGHT TO WITHHOLD PAYMENT	27
59. PAYMENT FROM OUTSIDE AGENCIES	28
60. PAYMENT FOR ABSENCES	28
61. INSPECTION AND AUDIT	29
62. RATE SCHEDULE	30
63. DEBARMENT CERTIFICATION	30
EXHIBIT A: RATES	33

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 15th day of November, 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, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

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

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

Total student enrollment shall be limited to capacity as stated on CDE certification. Total 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, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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 and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and identified in Paragraph 1 above.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(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).

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

- 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. Email notifications may be used provided that a hard copy is also mailed by first class mail deposited with United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

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

9. MAINTENANCE OF RECORDS

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

15. INSURANCE

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

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

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

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. Auto Liability Insurance. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A - Statutory Limits
Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

Nothing in this provision shall require CONTRACTOR to procure Employment Practices Liability Insurance.

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the District's Board of Education as additional insured's on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or similar self-insurance group, any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

17. INDEPENDENT CONTRACTOR

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

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

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

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBHSD CONTRACT NO. 2119

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

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

26. DATA REPORTING

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING AND HIGH SCHOOL EXIT EXAMINATION

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 advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of 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.

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

interventions and Behavioral Emergency Reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain; (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 an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request.

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

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

33. SURROGATE PARENTS

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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 to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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 in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

40. PARENT ACCESS

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

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

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

If CONTRACTOR is also an LCI, the 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

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

48. STAFF ABSENCE

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

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up"

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances.

52. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

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

54. CHILD ABUSE REPORTING

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

55. SEXUAL HARASSMENT/DISCRIMINATION

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

56. REPORTING OF MISSING CHILDREN

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

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

61. INSPECTION AND AUDIT

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

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

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

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

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

62. RATE SCHEDULE

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

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

63. DEBARTMENT 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.

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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: _____

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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 Education Instruction</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 may 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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2119

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

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: _____