



Fountain Valley School District

BOARD OF TRUSTEES
ANNUAL ORGANIZATIONAL MEETING

A G E N D A

Board Room
10055 Slater Avenue
Fountain Valley, CA

December 13, 2012

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

M ____
2nd ____
V ____

- PUBLIC COMMENTS

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

- CLOSED SESSION

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

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

OATH OF OFFICE

1. OATH OF OFFICE: IAN COLLINS AND JEANNE GALINDO

The Oath of Office shall be given to board members, Ian Collins and Jeanne Galindo. Re-elected and elected to the Board of Trustees in the November 2012 election, respectively, Mr. Collins and Mrs. Galindo will begin serving four-year terms,

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.

through November 2016.

STAFF REPORTS AND PRESENTATIONS

2. TECHNOLOGY UPDATE (WRITTEN AND ORAL)

Technology has become an essential ingredient of a 21st Century education and has catapulted Fountain Valley School District into an educational paradigm shift. Director, Assessment and Accountability, Dr. Julianne Hoefer, will provide an update for the board on technology integration in the Fountain Valley School District. During the presentation, information will be expanded including response options for consideration.

3. FIRST INTERIM REPORT PRESENTATION (WRITTEN AND ORAL)

Assistant Superintendent, Business, Stephen McMahon and Director, Fiscal Services, Scott Martin will present and review with the Board of Trustees the First Interim Report for 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

4. ELECTION OF BOARD PRESIDENT FOR 2013

M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees open nominations for and vote on a Board President for the 2013 calendar year.

5. ELECTION OF PRESIDENT PRO TEM FOR 2013

M ____

2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees open nominations for and vote on a Board President Pro Tem for the 2013 calendar year.

6. ELECTION OF BOARD CLERK FOR 2013

M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees open nominations for and vote on a Board Clerk for the 2013 calendar year.

7. SELECTION OF REPRESENTATIVES TO COUNTY COMMITTEES AND COUNCILS AND DISTRICT COMMITTEES

M ____
2nd ____
V ____

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

Superintendent's Recommendation: It is recommended that the Board of Trustees open for discussion and reach consensus on board representation on County committees and councils and District committees.

8. SELECTION OF BOARD MEETING DATES FOR 2013

M ____
2nd ____
V ____

Superintendent's Recommendation: It is recommended that the Board of Trustees approve the 2013 Board Calendar of board meeting dates.

9. CSBA DELEGATE ASSEMBLY NOMINATIONS

M ____
2nd ____
V ____

The Delegate Assembly is the policy-making body of CSBA. Board members elected to the Delegate Assembly serve a two-year term beginning April 1, 2013.

Superintendent's Recommendation: It is recommended that the Board of Trustees reach consensus on whether it shall submit a name or names in nomination for the CSBA Region 15 Delegate Assembly.

10. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

M ____
2nd ____
V ____

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

request specific items to be discussed and/or removed from the Consent Calendar.

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

Routine Items of Business

- 10-A.** Board Meeting Minutes from November 15th board meeting
- 10-B.** Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- 10-C.** Donations
- 10-D.** Warrants
- 10-E.** Purchase Order Listing
- 10-F.** Budget Adjustments

Consent Items

10-G. APPROVAL OF 2012-13 FIRST INTERIM REPORT

Superintendent's Comments: The First Interim Report is completed and submitted to the County Office of Education and the State Controller's Office as of October 31, 2012. It is recommended that the Board of Trustees receive and authorize submittal of the First Interim Report for 2012-13.

10-H. REVIEW AND APPROVAL OF FINANCIAL AUDIT 2011-12

Superintendent's Comments: It is recommended that the Board of Trustees receive and accept the 2011-12 Financial Audit.

10-I. APPROVAL OF LEASE ADDENDUMS FOR MODULAR CLASSROOMS

Superintendent's Comments: It is recommended that the Board of Trustees approve the lease addendums extending the term of these leases thru June 30, 2013.

10-J. NOTICE OF LAYOFF FOR CLASSIFIED POSITION

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.

10-K. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached described reimbursement not to exceed \$14,250, according to the Settlement Agreement signed November 8, 2012.

10-L. SPECIAL EDUCATION SETTLEMENT AGREEMENT

Superintendent's Comments: It is recommended that the Board of Trustees approve the attached described services and legal fees, according to the Settlement Agreement

signed on November 13, 2012.

10-M. NEW BOARD POLICY 4112.24 TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4112.24 Teacher Qualifications Under the No Child Left Behind Act be approved by the Board of Trustees for second reading and adoption.

10-N. NEW BOARD POLICY 4121 TEMPORARY/SUBSTITUTE PERSONNEL (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4121 Temporary/Substitute Personnel be approved by the Board of Trustees for second reading and adoption.

10-O. NEW BOARD POLICY 4131 STAFF DEVELOPMENT (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4131 Staff Development be approved by the Board of Trustees for second reading and adoption.

10-P. NEW BOARD POLICY 4131.1 BEGINNING TEACHER SUPPORT/INDUCTION (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4131.1 Beginning Teacher Support/Induction be approved by the Board of Trustees for second reading and adoption.

10-Q. NEW BOARD POLICY 4312.1 CONTRACTS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4312.1 Contracts be approved by the Board of Trustees for second reading and adoption.

10-R. BOARD POLICY 4119.41/4219.41/4319.41 EMPLOYEES WITH INFECTIOUS DISEASE (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4119.41/4219.41/4319.41 Employees with Infectious Disease be approved by the Board of Trustees for second reading and adoption.

10-S. BOARD POLICY 4222 TEACHER AIDES/PARAPROFESSIONALS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4222 Teacher Aides/Paraprofessionals be approved by the Board of Trustees for second reading and

adoption.

10-T. NEW BOARD POLICY 4112.9/4212.9/4312.9 EMPLOYEE NOTIFICATIONS (SECOND READING AND ADOPTION)

Superintendent's Comments: It is recommended that Board Policy 4112.9/4212.9/4312.9 Employee Notifications be approved by the Board of Trustees for second reading and adoption.

10-U. NON-PUBLIC AGENCY CONTRACTS (BOARD MEMBERS ONLY)

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

Non-Public School/Agency	100% Contract Cost	Effective Dates
Devereux Florida	-10,585.00	7/1/12 to 6/30/13
Karen Schnee M.A. CCC-SLP/BCET	2,500.00	10/1/12 to 6/30/13
Behavior Solutions, Inc.	2,500.00	9/25/12 to 6/30/13
Behavior Solutions, Inc.	4,125.00	10/3/12 to 6/30/13

SUPERINTENDENT'S COMMENTS/NEW ITEMS OF BUSINESS

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

- CLOSED SESSION
- APPROVAL TO ADJOURN

The annual organizational meeting of the Fountain Valley School District Board of Trustees is on Thursday, January 24, 2013 at 7:00pm, as approved by the Board of Trustees this evening.

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.

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA

County of Orange

I, Jeanne Galindo, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 13th day of December 2012.

Signature of Official Administering Oath

Marc Ecker, Ph.D., Superintendent

Printed name and Title of person administering oath

Oath of Office
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX Sec. 3 as amended)

STATE OF CALIFORNIA

County of Orange

I, Ian Collins, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Elected Officer

Date

Subscribed and sworn to before me this 13th day of December 2012.

Signature of Official Administering Oath

Marc Ecker, Ph.D., Superintendent

Printed name and Title of person administering oath



FOUNTAIN VALLEY SCHOOL DISTRICT
Office of Assessment and Accountability

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Julianne Hoefer, Director Assessment & Accountability
DATE: December 13, 2012
SUBJECT: TECHNOLOGY UPDATE: ORAL AND WRITTEN REPORT

BACKGROUND

Technology has become an essential ingredient in the preparation of students for success in the 21st Century workplace. The need to expand technology is the new normal for K-12 education and the catalyst for change in the Fountain Valley School District. This transformation occurs within a dynamic context of competing forces between Business, Information Technology, and Education. Bringing these three together is the ingredient for success and the goal for technology integration.

CURRENT REALITY

There are six components to technology integration: infrastructure, teacher and staff devices, student devices, classroom technology, cloud-based software services, and professional development.

Infrastructure

Infrastructure is the backbone for all the other components needed for technology integration. Due to the computer-adaptive assessments that are scheduled to roll out in the 2014-2015 school year by the SMARTER Balances Assessment Consortium, school districts nationwide are evaluating their infrastructure. The existing infrastructure in Fountain Valley School District was built and has been maintained to support a limited number of hard-wired devices used by adults. However, there have been two significant enhancements to the infrastructure in recent years. First, wireless access points were installed throughout the District (summer, 2011), which enabled wireless connectivity for a limited number of devices. Second, almost all copper cabling has been replaced with fiber optic (Fall, 2012); exceptions typically include non-instructional areas such as, ESP portables. Fiber optic cables primary impacts speed and performance. The impetus for change revolves around computer-adaptive assessments and the need for students to engage in frequent authentic educational experiences that involve technology. Visiting the computer lab once or twice a week is insufficient to prepare students for this purpose and the current infrastructure is not equipped to support the increase in the number of devices needed for frequent authentic educational opportunities.

Teacher and Staff Devices

The California Department of Education has established four years as the recommended life span for computers. In Fountain Valley School District, 90% of the teachers use devices, mostly Macs that are at least five years old. Since the start of the 2012-2013 school year, 13 have failed. Classified staff, administrators, psychologist, and other support staff use PCs, 67% of which are at least four years old. Over the month of November, 15 PCs failed. In addition to aging devices, staff members also experience compatibility and productivity problems due to outdated Microsoft Office software.

Student Devices

Districts throughout California have embraced the goal to provide students one-to-one access to technology. Some Districts, such as Fullerton School District and Saddleback Valley Unified School District, have had one-to-one programs for many years in some of their schools. Currently, there is not a single one-to-one program in Fountain Valley School District. In addition, only half of the schools have a functional mobile computer cart. However, every school has at least one fixed stationary computer lab. Elementary students visit the computer lab once or twice a week, whereas, middle school students visit it inconsistently unless they are enrolled in a computer-based elective. It is unlikely that this configuration will adequately prepare students for computer-adaptive assessments. In addition, there is no consistency district wide regarding education software. The one exception is ST Math. With the installation of ST Math at Gisler, six of the seven elementary schools have access to ST Math.

Classroom Technology

There are two devices present in every classroom throughout Fountain Valley School District, document cameras and LCD projectors. Far less prevalent, are interactive white boards, also known as, Smart Boards. Smart Boards are currently installed school wide at Cox, in grades 3-5 at Newland, and in the Math department at Talbert. Also in a limited number of classrooms are Apple TVs. They have been installed school wide at Courreges.

Cloud-based Software Services

Cloud-based software services are a key component of student information management in the Fountain Valley School District. Most of the services are fee-based, such as, *Illuminate Education Inc.*, *School Loop*, and *AERIES*. However, recently two services were implemented that are virtually free, *Google Docs* and *EDMODO*. Only one service requires consideration for an upgrade at this time, *AERIES*.

Professional Development

Professional development is fundamental to the success of any initiative. With regards to technology there are two aspects professional development that meets organizational needs and that which meets individual needs. Organizationally, professional development will be provided for all affected users with all device and software initiatives. This approach is exemplified with the recent transition to *Google Docs* for email, calendar, and contacts. Every staff member attended training at a school site or the District office prior to the implementation date. The second aspect involves individual training. This training is provided to help users refine their use of existing devices and programs. In the Spring, 2012 a survey was administered district wide and professional development priorities identified. As a result, basic level *Excel* was provided in November and intermediate training will occur in early 2013. Another example is that since the roll out of *Google Docs* in June, four trainings have been provided outside the workday for those individuals interested in expanding its use.

CONCLUSIONS

John Dewey said it best, "If we teach today as we taught yesterday, we rob our children of tomorrow." Technology has become an essential ingredient of a 21st Century education and has catapulted Fountain Valley School District into an educational paradigm shift. During the oral presentation, the information will be expanded including response options for consideration.

Board Meeting of December 13, 2012

SO 2012-13/B13-20
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: First Interim Report Presentation (Oral and Written)
DATE: December 7, 2012

Assistant Superintendent, Business, Stephen McMahon and Director, Fiscal Services, Scott Martin will present and review with the Board of Trustees the First Interim Report for the Fountain Valley School District.

SO 2012-13/B13-21
Fountain Valley School District
SUPERINTENDENT'S OFFICE

M E M O R A N D U M

TO: Board of Trustees
FROM: Rina Hansen, Executive Assistant
SUBJECT: **Election of Board President for 2013**
DATE: December 7, 2012

Background:

The provisions of the Education Code require the governing board of each school district to hold an annual organizational meeting within a prescribed 15-day period. At the board meeting of November 15, 2012, the Board of Trustees took action to select Thursday, December 13, 2012 at 7:00 pm as the date and time of the annual meeting.

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2013.

Board members shall make a motion, a second, and vote for a Board President.

Recommendation:

It is recommended that the Board of Trustees open nominations and reach consensus on a Board President for the calendar year 2013.

SO 2012-13/B13-22
Fountain Valley School District
SUPERINTENDENT'S OFFICE

M E M O R A N D U M

TO: Board of Trustees
FROM: Rina Hansen, Executive Assistant
SUBJECT: **Election of Board President Pro Tem for 2013**
DATE: December 7, 2012

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2013. Board members shall make a motion, a second, and vote for a Board President Pro Tem.

Recommendation

It is recommended that the Board of Trustees open nominations and reach consensus on a Board President Pro Tem for the calendar year 2013.

SO 2012-13/B13-23
Fountain Valley School District
SUPERINTENDENT'S OFFICE

M E M O R A N D U M

TO: Board of Trustees
FROM: Rina Hansen, Executive Assistant
SUBJECT: **Election of Board Clerk for 2013**
DATE: December 7, 2012

Background

As part of the annual organizational meeting, the Board of Trustees will elect its officers for the calendar year 2013. Board members shall make a motion, a second, and vote for a Board Clerk.

Recommendation

It is recommended that the Board of Trustees open nominations and reach consensus on a Board Clerk for the calendar year 2013.

SO 2012-13/B13-24
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: **Selection of Representatives to County Committees and Councils and District Committees**
DATE: December 7, 2012

Background

As part of the annual organizational meeting, the Board shall select board representatives to County committees and councils and various District committees. Alternates may be selected for some of the committees at the discretion of the board.

1. Nominating Committee/County Committee on School District Organization <i>Representative:</i> <i>Alternate:</i>	7. District Audit Committee <i>Representative:</i> <i>(Alternate):</i>
2. Orange County School Boards' Association Political Action Committee <i>Representative:</i> <i>Alternate:</i>	8. Superintendent Parent Council <i>Representative:</i> <i>(Alternate):</i>
3. Fountain Valley Educational Foundation <i>Representative:</i>	9. Outstanding Service Award Committee <i>Representative:</i> <i>(Alternate):</i>
4. Ad Hoc Committee for the City of Fountain Valley <i>Representative:</i> <i>(Board President)</i> <i>Alternate:</i>	10. Fountain Valley Education Committee (FV Chamber of Commerce) <i>Representative:</i>
5. Ad Hoc Committee for the City of Huntington Beach <i>Representative:</i> <i>(Pres./Pres. Pro Tem)</i>	11. Liaison to FV Chamber of Commerce <i>Representative:</i>
6. Representative to the Legislative Action Committee for Education (ACE) <i>Representative:</i> <i>(Alternate):</i>	

Recommendation:

It is recommended that the Board of Trustees open for discussion and reach consensus on board representation on County Councils and District Committees.

SO 2012-13/B13-25
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: **Selection of Board Meeting Dates for 2013**
DATE: December 7, 2012

Background

The Board of Trustees shall reach consensus on board meeting dates for the upcoming year. A proposed calendar of board dates is listed below. Meeting dates are on Thursdays, unless noted.

- January 24, 2013
- February 28, 2013
- March 28, 2013
- Tuesday, April 16, 2013
- May 16, 2013
- June 13, 2013
- June 27, 2013
- July 25, 2013
- August 15, 2013
- September 12, 2013
- October 17, 2013
- November 14, 2013
- December 12, 2013

Recommendation

It is recommended that the Board of Trustees discuss and reach consensus on the Board Calendar for 2013.

Board Meeting of December 13, 2012

SO 2012-13/B13-26
Fountain Valley School District
Superintendent's Office

MEMORANDUM

TO: Board of Trustees
FROM: Marc Ecker, Superintendent
SUBJECT: **CSBA Delegate Assembly Nominations**
DATE: December 7, 2012

Background:

The California School Board Association is accepting nominations to CSBA's Delegate Assembly through January 7, 2013. The Delegate Assembly is the primary policy-making body of CSBA. Delegates adopt CSBA's legislative platform, take positions on critical issues, elect officers, and adopt bylaw changes. Delegates also serve as a communications link between district board members and the regional director and play a role in fostering collegiality within their region.

The Region 15 Delegate Assembly covers Orange County. The Board of Trustees may nominate board members within their geographic region to the Region 15 Delegate Assembly. The Board may nominate as many individuals as it chooses. Nominees must be members of CSBA member boards within the region.

CSBA delegates serve two-year terms. Those elected in 2013 will serve beginning April 1, 2013 through March 31, 2015. There are two required Delegate Assembly meetings each year, one in May in Sacramento and one preceding CSBA's Annual Education Conference and Trade Show in November/December.

Recommendation:

It is recommended that the Board of Trustees reach consensus on which name or names it will submit in nomination for the CSBA Region 15 Delegate Assembly.

Fountain Valley School District
Superintendent's Office

REGULAR MEETING OF THE BOARD OF TRUSTEES

10055 Slater Avenue
Fountain Valley, CA 92708

November 15, 2012

MINUTES

President Ian Collins called the regular meeting of the Board of Trustees to order at 6:03pm.

CALL TO ORDER

The following board members were present:

ROLL CALL

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

Mr. Collins noted an addendum to the meeting agenda with the following insubstantial revisions to the below items:

AGENDA APPROVAL

7. Resolution 2013-17: Level 1 Developer Fees

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 Notifications (First Reading)

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 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. New Board Policy 4121 Temporary/Substitute Personnel
(First Reading)

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 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)

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 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)

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 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)

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 Board Policy 4312.1 Contracts 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)

Board Policy 4112.24 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 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.

19B. Personnel Items

- 1.2 Assistant Superintendent, Personnel requests approval of the Employment Contract for Steve McMahon, Assistant Superintendent, Business effective December 17, 2012 through December 31, 2013.

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

Second: Mrs. Edwards

Vote: 5-0

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

PUBLIC COMMENTS

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

CLOSED SESSION

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

The public portion of the meeting resumed at 7:02pm.
Mr. Wood led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

SPECIAL PRESENTATIONS

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 honored and thanked Trustee Christine Allcorn.

RECOGNITION OF
TRUSTEE CHRISTINE
ALLCORN

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 honored and thanked John "H" Wood.

RECOGNITION OF
ORANGE COUNTY
TEACHER OF THE YEAR,
JOHN "H" WOOD

PUBLIC HEARINGS

The Board of Trustees conducted 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 was welcomed. There were no requests to address the board and the hearing was closed.

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

A public hearing was 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 was welcomed. There were no requests to address the board and the hearing was closed.

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

STAFF REPORTS AND PRESENTATIONS

In response to the Board's interest in gathering additional information, Assistant Superintendent, Instruction, Anne Silavs presented 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.

**DRUG, ALCOHOL AND
TOBACCO USE
PREVENTION REPORT
(WRITTEN ONLY)**

BOARD REPORTS AND COMMUNICATIONS

Mr. Collins enjoyed the OCDE Teachers of the Year recognition, the OCSBA/ACSA joint dinner meeting, as well as a meeting of the Children's Needs Task Force for Huntington Beach. He noted that again Barnes and Noble is conducting a holiday season book drive with the Task Force, explaining that Huntington Beach schools can apply to participate and each of our three Huntington Beach schools have applications to participate and receive books. He also attended the Fountain Valley Mayor's Ball and participated in the recent election. He welcomed Mr. Cunneen, Mrs. Galindo and Mr. Hobbs and thanked them for being here tonight and for their interest in running. He enjoyed the Plavan Halloween carnival and the Veterans' Day ceremony at Masuda, noting that it is a most dignified event honoring our veterans. He commended the students that participated, noting they were all very respectful. He recognized Mrs. Edwards as a delegate for CSBA at the district and state level noting that we are well represented with her. Regarding Measure N, he noted that he is so proud of Dr. Ecker and Ms. Silavs for their

**BOARD REPORTS AND
COMMUNICATIONS**

dedication to the measure. He noted that we did get a majority of the support, just not the 55% needed. He also enjoyed the Mayor's Breakfast and the presentation on the history of Fountain Valley. He noted that Fountain Valley is a great place because of our schools and one of the main reasons so many come to our city to buy homes is because of our schools. With this in mind, he expressed his interest in seeing joint efforts, working together on projects and supporting one another, as leaving this out is not good.

Mrs. Allcorn was able to attend the last push phone call nights for the bond as well as the closing meeting. She congratulated all those that worked on the campaign on a job well done and noted that she admires even more the senior staff and volunteers for their work on this.

Mr. Edwards enjoyed the Mayor's Ball as well as the Masuda Veterans' Day celebration, noting it is truly one of the most memorable experiences. She noted that the keynote speaker, Mr. Wada, was wonderful, and the young people there were so respectful; it is a very moving experience that she hopes all have the opportunity to attend next year. She also worked on the Measure N campaign and noted that it is shame for our students that it did not pass, as we will have to look at some very serious things in order to have our students meet the needs of the future.

Mr. Templin participated in a California Children Services (CCS) study group looking at a number of things that CCS does for districts. He explained that CCS provides services for kids with disabilities and works in conjunction with districts. He explained with budgets as they currently are, a lot of districts are taking a closer look at what recommendations they are making and how it is funded. He noted that State SELPA directors and districts across the state are looking at educationally related services versus medically related services. He also participated in a focus group on sequestration, noting it was fascinating to hear superintendents and SELPA directors discuss the impact that sequestration will have on the state's educational system and districts specifically. He noted it was a very good learning experience and helps him to be a better board member. He noted that he also got to be a part of another Eagle Scout planning committee in addition to coaching an AYSO championship-caliber soccer team as well as a Friday Night Lights flag football team in the playoffs, both which offer great opportunities to speak with parents about school issues. Regarding Measure N, he noted that what he appreciated coming from this experience

and the reason he voted to put it on the ballot was because he wanted the people to make the decision. And he noted that he is glad that we did that, and he is happy and proud of those that wanted it and the hard work that they did. He noted that he is happy that we did the right thing in letting the people vote, although being happy with the outcome is another story. He noted however that he is grateful to those that worked on the campaign. He congratulated those that ran for our school board and for surviving the experience and he congratulated Mr. Collins and Mrs. Galindo.

Mrs. Crandall congratulated Mr. Collins and Mrs. Galindo in being successful in their bids for school board, noting that she is looking forward to serving with them. She acknowledged the dedication of the volunteers and district staff on Measure N. She enjoyed the SchoolsFirst reception honoring John Wood as well as the Mayor's Ball and the Plavan Harvest Festival. She also attended the Kindergarten, 1st and 2nd grade special education Thanksgiving feast at Oka and the Masuda Veterans' Day program, agreeing that this year's speaker was exceptional. She attended the Veterans' Day ceremony, hosted by Fountain Valley's VFW Post 957 and a joint effort with the Girl Scouts, noting it was a Masuda student who coordinated this event and the number of students participating was the largest she has ever seen with almost 500 in attendance this year. She attended the OCSBA meeting and the PAGE meeting and had the chance to hear Dr. Learner, the new physician at OCDE, explain that he has put together a multi-discipline team to address wellness in support of learning. He introduced Dr. Battrock who spoke regarding defibrillators at school sites. He noted that each is \$5000, a hefty amount to provide at each site. She called Fountain Valley Fire regarding their resources, noting that they have defibrillators on all of their trucks and at their stations, as does Huntington Beach Fire Truck 43. And they are outfitting themselves with more up to date ones as well. She noted that Fountain Valley's response time is 5 minutes or less, 90% of the time. She noted that defibrillators at each site may not be something that we need to look at because our sites are so close in proximity to fire services, which are totally outfitted.

PUBLIC COMMENTS

There was one request to address the Board. A parent addressed the board regarding a lack of lockers in the special education classrooms at Fulton.

PUBLIC COMMENTS

LEGISLATIVE SESSION

Motion: Mr. Templin moved to adopt Resolution 2013-18: RESOLUTION 2013-118:
Sequestration. SEQUESTRATION

Second: Mrs. Edwards

Mrs. Crandall remarked that she was curious of the dollar amount and the effect on our district, and with Federal monies under this at \$1.8 million coming to the district, 8.2% would be about \$150,000 affected. She noted that every penny counts. Dr. Ecker explained that if the board decides to approve than this, the resolution will be sent to the National School Boards Association, who will be combining all of those received in a continued effort to lobby in Washington regarding the impacts of sequestration.

Vote: 5-0

Motion: Mrs. Edwards moved to adopt Resolution 2013-17: RESOLUTION 2013-17: LEVEL 1
Level I Developer Fees. DEVELOPER FEES

Second: Mrs. Allcorn

Mrs. Crandall noted that there is not a school district that does not come up to the dollar amount and so this is a common practice. She noted though that with the building going on currently and the repurposing of some of the land in Fountain Valley, this is a good time to seize that money. She noted that Hyundai alone is a 360,000 sq. ft. building while the Yakult building is 98,000 sq. ft. and the average of the condos across the street is about 1800 sq. ft. This is a city highly regarded in terms of business development and living. She noted that Olson's project in the first weekend sold 25 units and now are at 37 units sold. She noted that the homes that have not even been stuccoed yet are spoken for and the Ayers Hotel will be breaking ground as well, so it is a great time. She asked regarding Item F in the Appendix, IV Construction Requirements, which speaks of unconventional energy sources, would fiber optics and broadband be an authorized expense of our developer fees once they are collected by the district. Mr. McMahon explained that developer fees can be used for anything related to construction, new facilities, including things like wiring for broadband and or internet cable so, yes. Mr. Collins noted that we share the fees collected with HBUHSD, with our district receiving 61% of the fees collected.

Vote:	5-0	
Motion:	Mrs. Crandall moved to approve New Board Policy 4112.9/4212.9/4312.9 Employee Notifications for first reading.	NEW BOARD POLICY 4112.9/4212.9/4312.9 EMPLOYEE NOTIFICATIONS (FIRST READING)
Second:	Mr. Templin	
Vote:	5-0	
Motion:	Mrs. Edwards moved to approve Revisions to Board Policy 4121 Temporary/Substitute Personnel for first reading.	REVISION TO BOARD POLICY 4121 TEMPORARY/ SUBSTITUTE PERSONNEL (FIRST READING)
Second:	Mrs. Allcorn	
Vote:	5-0	
Motion:	Mrs. Edwards moved to approved New Board Policy 4131 Staff Development for first reading.	NEW BOARD POLICY 4131 STAFF DEVELOPMENT (FIRST READING)
Second:	Mr. Templin	
Vote:	5-0	
Motion:	Mrs. Allcorn moved to approve New Board Policy 4131.1 Beginning Teacher Support/Induction for first reading.	NEW BOARD POLICY 4131.1 BEGINNING TEACHER SUPPORT/ INDUCTION (FIRST READING)
Second:	Mrs. Edwards	
Vote:	5-0	
Motion:	Mr. Templin moved to approve New Board Policy 4312.1 Contracts for first reading.	NEW BOARD POLICY 4312.1 CONTRACTS (FIRST READING)
Second:	Mrs. Crandall	
Vote:	5-0	
Motion:	Mrs. Allcorn moved to approve New Board Policy 4119.21/4219.21/4319.21 Professional Standards for first reading.	NEW BOARD POLICY 4119.21/4219.21/4319.21 PROFESSIONAL STANDARDS (FIRST READING)
Second:	Mrs. Edwards	

Mrs. Crandall noted that the current professional code that has strike lines through it was drafted in 1989 by the Commission on Teacher Credentialing and the suggested replacement was drafted in 1975. She noted that there is no question that ethics should never go out of style but, this is 37 years old, older than some of our teachers. She noted her research that many districts have developed their own professional codes that guide the districts and define the standards of the profession. Many of these have been drafted in the last few years and are fresher, in addition to being more expansive, including ethical conduct towards students and the profession in addition to ethical standards toward professional colleagues, academic integrity, parents and families, community and the business community. She asked the board if there was an interest in making this a topic for the next PLC opportunity, just as the board did when reworking the superintendent's evaluation, to make this code of ethics more extensive for our district.

Mrs. Edwards asked if it was appropriate for the board to pick the standards for the teachers, if they shouldn't be a part of it instead of the board.

Mrs. Crandall noted that the wording that was deleted did not bubble up that way, nor did the suggested replacement wording.

Mrs. Edwards noted that what is suggested from 1975 is from the CTA handbook. She noted that if are going to have a PLC on this, we at least need to include some teachers, as they are the ones we are planning professional standards for.

Mr. Collins suggested postponing this item so that we can gather more information on it.

Dr. Ecker explained that these suggested revisions come from GAMUT. He noted that at this time he cannot explain why one code of ethics was deleted and another replaced. He explained that since it is not pressing that the board approve this at this meeting, he suggests postponing the item to a future meeting. Mrs. Abdel is responsible for bringing forth these items and postponing will give her the opportunity to put together some research.

Mrs. Crandall noted that she would be happy to share her findings with Mrs. Abdel.

Vote: 0-5 (Motion failed)

Motion: Mr. Templin moved to postpone New Board Policy 4119.21/4219.21/4319.21 Professional Standards to a future board meeting.

Second: Mrs. Edwards

Vote: 5-0

Motion: Mrs. Crandall moved to approve New Board Policy 4119.41/4219.41/4319.41 Employees with Infectious Disease for first reading. NEW BOARD POLICY 4119.41/4219.41/4319.41 EMPLOYEES WITH INFECTIOUS

Second: Mrs. Edwards DISEASE (FIRST

Vote: 5-0 READING)

Motion: Mrs. Allcorn moved to approve New Board Policy 4222 Teacher Aides/Paraprofessionals for first reading. NEW BOARD POLICY 4222 TEACHER AIDES/

Second: Mr. Templin PARAPROFESSION

Vote: 5-0 -ALS (FIRST

Motion: Mrs. Edwards moved to approve New Board Policy 4112.24 Teacher Qualifications Under the No Child Left Behind Act for first reading. NEW BOARD POLICY 4112.24 TEACHER QUALIFICATIONS UNDER THE NO

Second: Mrs. Crandall CHILD LEFT BEHIND

Mr. Collins noted that we certainly do reflect the practice of getting highly qualified teachers and we are definitely in compliance.

Mrs. Crandall thanked Mrs. Abdel for all of her hard work in putting together the policy revisions this evening.

Vote: 5-0 ACT (FIRST

Motion: Mrs. Edwards moved to approve the Public Disclosure of Collective Bargaining Agreement between FVSD and the Fountain Valley Education Association. PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT BETWEEN FVSD AND

Second: Mrs. Allcorn THE FOUNTAIN

Vote: 5-0 VALLEY

Motion: Mr. Templin moved to approve the Tentative Agreement between FVSD and the Fountain Valley Education Association. TENTATIVE AGREEMENT BETWEEN FVSD AND THE FOUNTAIN

Second: Mrs. Allcorn VALLEY

EDUCATION

Vote: 5-0

ASSOCIATION

Mr. Collins noted that both our associations are excellent to work with and we appreciate this.

Motion: Mrs. Crandall moved to approve the Consent Calendar.

CONSENT
CALENDAR/
ROUTINE ITEMS OF
BUSINESS

Second: Mrs. Edwards

Vote: 5-0

The Consent Calendar included:

- Board Meeting Minutes from October 18th board meeting
- Personnel Items (Employment Functions, Workshops/Conferences, and Consultants)
- Warrants
- Purchase Order Listing
- Budget Adjustments
- Board Policy 1312.3 Uniform Complaint Procedures (Second Reading and Adoption)
- Board Policy 4030 Nondiscrimination in Employment (Second Reading and Adoption)
- Board Policy 4111 Recruitment and Selection (Second Reading and Adoption)
- Board Policy 4112.6/4212.6/4312.6 Personnel Records (Second Reading and Adoption)
- Board Policy 4119.1/4219.1/4319.1 Civil and Legal Rights (Second Reading and Adoption)
- Sister School Partnership Agreement Between Xi'an Hi-Tech Zone International School and Hisamatsu Tamura School
- Early Childhood Education School Readiness Initiative Grant Agreement Number 38803 Between the Orange County Superintendent of Schools and the FVSD
- Notice of Layoff for Classified Positions
- Non-Public School Revised Master Contracts

NEW ITEMS OF BUSINESS

Mrs. Allcorn Congratulated the candidates and Mrs. Galindo on her election to the board.

Mrs. Crandall Brought forward a concern. She noted learning that there is a formal sworn complaint made with the Secretary of State regarding the

improper campaign reporting procedures for Measure N. She noted that all of the trustees have been through campaigns and a recipient committee operates just like an individual where we are required to file campaign disclosure forms, first for the period ending September 30th, then for the period ending October 20th in any given election year when a \$1000 threshold is reached either in expenditures or donations which include in kind donations. She noted that in Measure N's case, a couple of in kind donation examples would have been the food that we learned was donated for the phone banking evenings, and the use of the real estate offices for the phone banking. She noted that she learned this and went to the OC Registrar of Voters Office to verify that what she learned in fact was correct information. She noted that she looked through thousands of pages of disclosure statements, about a ten inch stack, of all of the recipient committees that put in their campaign filing forms, and she found campaign reporting on each and every one of the other school districts who went out for bonds, so that anyone in the public who wanted to inquire, could clearly see where their money came from and how it was spent. However, she noted that as of yesterday, the only paperwork which has been filed for the Measure N committee was done so on October 17th, and that filing stated that they were not yet qualified as a committee as of October 17th. She explained that not yet qualified as candidates means that as of October 17th, the committee had not spent nor received donations of more than \$1000. Yet, for example a high-gloss double-sided 8.5"x11" printed mailer was received by absentee voters between October 8th-10th and that had a cost and she noted she would imagine it was a substantial cost of more than a \$1000. Also, she noted that the school board has been kept abreast via oral reports captured in the audio and also in emailed reports that donations were made and fundraising benchmarks were being met, and the last indication was that the full \$75,000

goal had been reached. She noted that these are just two examples of information that the board knew of. So she explained that her concern is twofold: there is a monetary fine for improper reporting which applies to candidates and recipient committees, as we know as it is in our packets of disclosure; the initial fine is \$5000 and then it's up to \$100 a day until filing is properly completed. So, as of today, that dollar amount, if the committee was fined, would be \$9,600. She noted though that because there is no filing she couldn't determine if there are sufficient campaign funds to cover these possible fines, in case there is a fine rendered, or whether or not our general fund monies have any exposure in this case, should full penalties be implemented. The second part of her concern, she explained, is because we as board members and many of the district staff, have been kept abreast of the activities of the campaign, are we exposed to any punitive action should the sworn complaint have merit. She asked Dr. Ecker to report back to the board as soon as possible on this matter.

Mrs. Edwards asked if this was the responsibility of the bond committee. Dr. Ecker explained that this is new information and he has never heard that there was any kind of complaint filed or by who or what. He noted that at this point he does not have any information as he was not aware of any complaint. He noted his understanding that everything has been done in accordance with the instructions provided to us and as he had indicated in the beginning, this is the first time he has ever done anything like this. The committee had a treasurer, filed for a Federal ID number and the Measure N committee secured all of the information as to what needed to be filed. Up until this report, he was not aware of any complaint being filed, and the committee did its wrap up meeting yesterday and there was no discussion of this. He noted that if there is a complaint that has been lodged, his question would be regarding who it was sent to, and we can start from there. He noted

again however that he has not seen a complaint nor does he know anything about it. He asked how the complaint was communicated, either via mail or phone call. He asked Mrs. Crandall who allegedly lodged the complaint, whether it was lodged by a District Attorney.

Mrs. Crandall explained that sworn complaints to the Secretary of State on a recipient committee or actually any of us that have run as a candidate can be lodged by anyone. So the Secretary of State, from her understanding, did receive the sworn complaint, which has a process to it, with backup evidence, and her understanding is that a letter was sent to the treasurer of the Measure N committee, who she believes is in charge of that.

Dr. Ecker noted that the treasurer of the committee is Paul Rincon. Mr. Rincon was at the meeting yesterday and he did not make any mention of a complaint that he received but Dr. Ecker noted that he will call Mr. Rincon to see if he received a complaint. He noted he will call our advisors, G.K. Baum, to make mention that there was allegedly a complaint lodged, although we do not know by whom, with the Secretary of State and to see if they could check into the process.

Mr. Collins asked Mrs. Crandall when she was made aware of this.

Mrs. Crandall responded that she was made aware of this last week.

Mrs. Crandall reminded the board that she wanted to do her own leg work.

Dr. Ecker asked if she could share who made her aware of this.

Mrs. Crandall responded a member of our public.

Dr. Ecker confirmed his understanding that a member of the public shared with her that a complaint was lodged.

Mrs. Crandall confirmed this and noted that when she did her leg work and went down to the Orange County Registrar of Voters, there are no filings for Measure N, Fountain Valley School District and the other school districts have all filings in place. So, she noted, this is

all she can say and all she asks is that Dr. Ecker look into this for us and see what our exposure is monetarily and/or what are exposure is as board members and staff who could be percipient witnesses to this.

- Dr. Ecker Congratulated Jeanne Galindo on her election to the board. He congratulated Mr. Cunneen and Mr. Hobbs as well as Mr. Collins for throwing their names into the hat. He noted that he is proud of the fact that we had a competitive race with stalwart citizens wishing to serve.
- Dr. Ecker Reminded the board and audience of the November 19th Huntington Beach City Council meeting regarding the approval of the development agreement for the Lamb and Wardlow sites. He noted that the developments by TRI Pointe Homes have been approved by the City Planning Commission and recommended by staff for approval and we are hopeful that the City Council will see fit to approve. He thanked Mr. McMahon for attending the Planning Commission meetings.
- Dr. Ecker Noted regarding Measure N, he has never worked so hard in his life, as well as others, to advocate for our district. He noted that he is gratified that the majority of our citizens voted in support of it. And although gratified, he is disappointed that we didn't get over the 55% threshold, as 82% of the population across the state supported their students. He noted that he is never more committed to passing this measure and the district continues to be dedicated to passing this measure and the committee is more dedicated than ever before. He noted those in Tustin, Irvine, and Brea, and other districts that were supported by their communities and boards in having the technology in their classrooms that they already have in their homes. He explained it is the right thing to do and he is never more committed than he is right now. He explained that no one is going away, but our kids are the real losers in

this as they continue to learn in 20th century classrooms and yet live in a 21st century world. He noted that walking into his grandchildren's classrooms, each having bonds passed, they have things that our students do not. He assured the board that he has never been so proud to have run a sterling campaign. He thanked Ed Eldridge and Martin Headland-Wauson and each and every one of our principals that worked so diligently on this campaign. He explained that the board will receive a report at the December meeting, a technology reality check, as it is important for the board to see what our current condition is and where other districts are that made this a successful campaign. He noted that with a little more time and cultivation of the power structures in the city, we can move the 51% to 55%, regardless of the demographics in Fountain Valley. He thanked the board in July for adopting the resolution and noted that in not too long a time, not just staff and the committee, but the community will be asking the board to go for it again.

ADJOURNMENT

Motion: Mr. Templin moved to adjourn the meeting at 7:47pm.

Second: Mrs. Edwards

Vote: Unanimously approved

/rl

**FOUNTAIN VALLEY SCHOOL DISTRICT
PERSONNEL ITEMS FOR APPROVAL
December 13, 2012**

1.0 EMPLOYMENT FUNCTIONS:

- 1.1 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CERTIFICATED EMPLOYEE ON TEMPORARY CONTRACT FOR 2012-2013 SCHOOL YEAR.

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>EFFECTIVE</u>	<u>FTE</u>
1.1.1	Dermenci, Sibel	Courreges	4 th Grade	12/03/2012	.50

2.0 EMPLOYMENT FUNCTIONS:

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

	<u>EMPLOYEE</u>	<u>ASSIGNMENT</u>	<u>LOCATION</u>	<u>EFFECTIVE</u>
2.1.1	Bennett, Sam	ESP Instructor	Courreges	12/3/2012
2.1.2	Espinoza, Julie	ESP Aide	Tamura	12/3/2012

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

	<u>EMPLOYEE</u>	<u>LOCATION</u>	<u>ASSIGNMENT</u>	<u>REASON</u>	<u>EFFECTIVE</u>
2.2.1	Bollinger, Debbie	Masuda	FSW	Personal	11/11/2012

- 2.3 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE RESIGNATION OF CLASSIFIED EMPLOYEE: ARMANDO AGUILAR, IA BILINGUAL SPANISH AT COX SCHOOL, EFFECTIVE 11/19/2012.

- 2.4 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE NEW CLASSIFICATION OF ACCOUNTANT AND PLACEMENT ON THE CLASSIFIED SALARY SCHEDULE AT RANGE 83.

- 2.5 ASSISTANT SUPERINTENDENT, PERSONNEL REQUESTS APPROVAL OF THE RECLASSIFICATION OF CLASSIFIED EMPLOYEE, THUY BUI FROM ACCOUNTING TECHNICIAN TO ACCOUNTANT, EFFECTIVE NOVEMBER 15, 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	Galindo, Jeanne	CSBA	San Francisco, CA	Actual & Necessary	012719166 -5210	Nov. 28-Dec. 1, 2012

Reason for late submittal: Election of candidate and registration for this event were finalized after items for the November Board meeting were due.

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

December 13, 2012

INSTRUCTION

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 SHORE, Shannon (Support Services)	Provide tutoring services as stated in students' IEP	30 hours @ \$50 per hour, not to exceed \$1500	01-228-9963-1113	11/26/12 thru 6/19/13

REASON FOR LATE SUBMITTAL: Received information too late for approval at the November Board Meeting.

5.0 INDEPENDENT CONTRACTOR AGREEMENTS/RESOLUTIONS

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
5.1 ABRAMS, Jennifer (Assess & Acct)	Present workshop on "Having Hard Conversations" to help educators in District address difficult situations within their schools	\$3,500.00	01-239-5098-5213	2/25/13

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 ACSA 13 th Annual Accountability Leader- ship Institute for English Learners and Immigrant Students	Julianne Hoefer	Santa Clara, CA	Actual & Necessary	01-030-8255-5210	12/3 & 12/4/2012

REASON FOR LATE SUBMITTAL: Received late due to a clerical oversight.

7.0 APPROVAL OF AMENDMENT(S)

7.1 Please amend Personnel Items, Instruction, dated September 27, 2012, Approval of Additional Duty Requests, page 2, Item 5.13 as follows:

Change from:

<u>NAME</u>	<u>ASSIGNMENT</u>	<u>SALARY</u>	<u>BUDGET</u>	<u>DATE</u>
RASSEY, Diane (Oka) (C & I)	BTSA Support Provider for one teacher (\$1,500)	\$1,500 stipend	01-601-9275-1115	2012-2013 school year

Change to:

(same)	BTSA Support Provider for one teacher (\$500)	\$500 stipend for 1/3 of the school year for teacher who left program	(same)	(same)
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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.

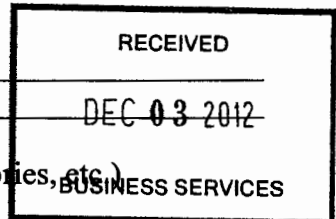
SCHOOL RECEIVING DONATION: Courreges Elementary

NAME OF DONOR: Boeing Co.

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.)
Matching Gift Donation, \$500.00, Check #19163, 11/5/12

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: 010014787-4399

INTENDED USE: (State how this will be used) Classroom iPad Purchase (Tiffini Workman, 3rd Gr Tch)

REVIEWED: C. C. Christ APPROVED/DISAPPROVED: Nov. 30, 2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/7/12
Assistant Superintendent Date
Business/Administration

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/7/12
Director, Technology/Media Date
Asst Superintendent

BOARD APPROVAL DATE: 1/17/13

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.)
Walmart' Volunteerism Always Pays Program (VAP), \$250.00, Check #1761804, 11/2/12

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

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

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

RECEIVED

NOV 26 2012

BUSINESS SERVICES

REVENUE ACCT: 010470000-8699

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

INTENDED USE: (State how this will be used) Classroom Supplies (4th Gr. Tchr, Abir Kim)

Refer: P.O. G 20R0668

REVIEWED: Ce Christ
Principal/Department Head

APPROVED/DISAPPROVED: Nov. 16, 2012
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 11/29/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 12/13/12

DONATION ACCEPTANCE FORM

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: Masuda

NAME OF DONOR: Rock Harbor

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.)
\$2138.80

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

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

N/A

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

N/A

REVENUE ACCT: 0149490000 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 010144989-4310

RECEIVED

NOV 30 2012

BUSINESS SERVICES

INTENDED USE: (State how this will be used) Use for various instructional supply purchases

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 11/29/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 12/3/12
Date

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 12/13/12

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: Masuda

NAME OF DONOR: Masuda PTA

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.)
\$225.75

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

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

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

REVENUE ACCT: 010144989 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: See attached spreadsheet

RECEIVED

NOV 30 2012

BUSINESS SERVICES

INTENDED USE: (State how this will be used) Pay Cheer stipend at Masuda

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: [Signature]

11/29/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: [Signature]

12/3/12
Date

REVIEWED: _____
Assistant Superintendent
Instruction

APPROVED/DISAPPROVED: _____

Date

BOARD APPROVAL DATE: 12/13/12

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: Oka

NAME OF DONOR: Vida Management, Inc.

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 #2029 in the amount of \$2,500

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

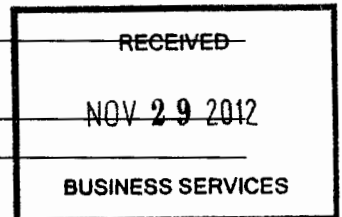
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

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) Instructional/office supplies



REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/28/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/29/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 12/10/12

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: Oka

NAME OF DONOR: Wells Fargo

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 #974228 in the amount of \$294.00

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

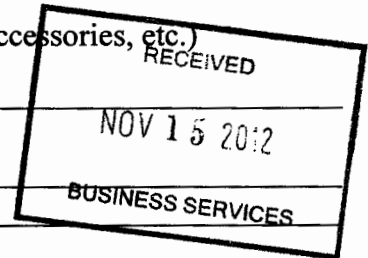
INVENTORY INFORMATION: (Include quantity, brand name, model #, serial #)

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

REVENUE ACCT: 010013737 -8699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: _____

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



REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/14/2012
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 11/15/12
Assistant Superintendent Date
Business/Administration

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

BOARD APPROVAL DATE: 12/13/12

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: Tamura Elementary School

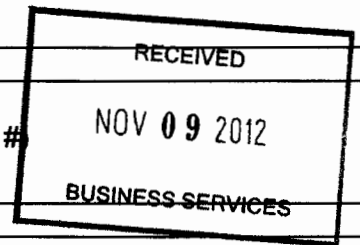
NAME OF DONOR: Kroger (Ralph's)

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.)

\$46.31 check

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

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



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

INTENDED USE: Revenue Account #010100000.8699
Abate Donation Budget #010011089.4310

COMMENTS (Rationale for disapproval): Instructional Supplies and/or ELMO bulbs

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 10/29/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 11/9/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 12/13/12

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: Tamura Elementary School

NAME OF DONOR: PTO

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

\$6,743.77 check

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

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

RECEIVED

NOV 09 2012

BUSINESS SERVICES

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

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

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

REVIEWED: [Signature]
Principal/Department Head

APPROVED/DISAPPROVED: 10/29/12
Date

REVIEWED: [Signature]
Assistant Superintendent
Business/Administration

APPROVED/DISAPPROVED: 11/9/12
Date

REVIEWED: _____
Director, Technology/Media

APPROVED/DISAPPROVED: _____
Date

BOARD APPROVAL DATE: 12/13/12

DONATION ACCEPTANCE FORM

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.

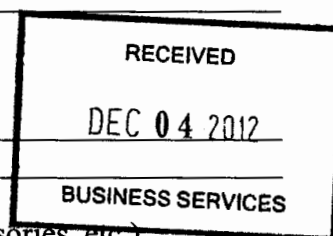
SCHOOL RECEIVING DONATION: Tamura

NAME OF DONOR: United Way Silicon Valley from Tamura Parent: Barbara Wittick

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.)
\$350 Check #53293

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

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



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

REVENUE ACCT: 0100110108699

EXPENDITURE ACCT(S) FOR BUDGET INCREASE: 0100110104320

INTENDED USE: (State how this will be used)
To be used to purchase Computer Supplies for Computer Lab and /or Mobile Lab

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/3/12
Principal/Department Head Date

REVIEWED: [Signature] APPROVED/DISAPPROVED: 12/4/12
Assistant Superintendent Business/Administration Date

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

BOARD APPROVAL DATE: 1/11/13

FOUNTAIN VALLEY SCHOOL DISTRICT

TO: STEVE McMAHON

FROM: MARTHA LOCKWOOD

SUBJECT: WARRANT LISTING BOARD MEETING – DECEMBER 13, 2012

DATES 11/08/12 – 12/04/12

WARRANT NUMBERS 60082 - 60348

01 GENERAL	\$	304,469.18
12 CHILD DEVELOPMENT	\$	8,329.48
13 CAFETERIA	\$	72,472.56
14 DEFERRED MAINTENANCE	\$	0
25 CAPITAL FACILITIES	\$	0
35 SCHOOL FACILITIES	\$	0
40 SPECIAL RESERVE	\$	0
68 WORKERS COMPENSATION	\$	57,979.98
69 INSURANCE	\$	77,052.86
TOTAL	\$	520,304.06

FOUNTAIN VALLEY SD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

12/13/2012

FROM 11/06/2012 TO 11/30/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4024	RESOURCE BUILDING MATERIALS	3,000.00	+1,500.00	012899390 4343	Gardening / Gardening Supplies
G20M4145	ROBERT SKEELS & COMPANY	2,700.00	+513.76	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20R0213	SOUTHWEST SCHOOL AND OFFICE SU	1,077.50	+538.75	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0283	SOUTHWEST SCHOOL AND OFFICE SU	750.00	+250.00	010011010 4325	Sch Site Instr - Tamura / Office Supplies
G20S8021	INDUSTRIAL FORMULATORS INC.	462.84	+0.95	011000000 9320	Revenue Limit - State Revenues / STORES
Fund 01 Total:			2,264.71		
Fund 12 Total:			538.75		
Total Amount of Change Orders:			2,803.46		

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/13/2012

FROM 11/06/2012 TO 11/30/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20M4123	METRO BUSINESS SOLUTIONS INC.	915.86	915.86	012869390 4410	Maintenance / Fixed Assets \$500-\$5000
G20M4124	GRUETT TREE COMPANY INC	9,837.74	9,837.74	012899390 5899	Gardening / Other Operating Expenses
G20M4125	LEON'S TRANSMISSION SERVICES I	150.00	150.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4150	PLAY POWER LT FARMINGTON C/O P	3,778.50	3,778.50	012869390 6110	Maintenance / Site Improvement - Playground
G20M4151	MARTIN'S ELECTRICAL & LIGHTING	3,500.00	3,500.00	012869390 5899	Maintenance / Other Operating Expenses
G20M4152	BAYSIDE WINDOW CLEANING INC.	640.00	640.00	012879390 4347	Vandalism / Repair & Upkeep Equip Supplies
G20M4153	RUSCO INC.	475.00	475.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4154	RESOURCE BUILDING MATERIALS	100.00	100.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4155	SPARTAN TOOL	850.00	850.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4156	BEACH WIRE & CABLE INC.	100.00	100.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4157	ORANGE COUNTY APPLIANCE PARTS	100.00	100.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4158	GANAHL LUMBER COMPANY	371.00	371.00	012869390 4347	Maintenance / Repair & Upkeep Equip Supplies
G20M4176	CONNELL CHEVROLET	350.00	350.00	012919395 5645	Special Ed. Transportation / Outside Srvs-Repairs &
G20M4177	WESTERN EXTERMINATOR	185.00	185.00	012869390 5899	Maintenance / Other Operating Expenses
G20R0539	SCHOOL SERVICES OF CALIFORNIA	175.00	175.00	012719470 5210	Personnel Department / Travel, Conference, Workshop
G20R0585	STAPLES	20.21	20.21	012849380 4325	Fiscal Services / Office Supplies
G20R0593	LAKESHORE LEARNING MATERIALS	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0594	MUSIC HOUSE, THE	914.61	914.61	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
G20R0595	FOLLETT EDUCATIONAL SERVICES	402.90	402.90	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0596	COOPERMAN, DR. JAMES L.	290.93	290.93	682719470 5899	Workers Comp Admin / Other Operating Expenses
G20R0597	CMI EDUCATION INSTITUTE INC.	189.99	189.99	011543875 5210	Effective Reading Interv-Talb / Travel, Conference,
G20R0598	ORANGE COUNTY DEPARTMENT OF ED	150.00	150.00	010303855 5210	EIA-Talbert / Travel, Conference, Workshop
G20R0599	ARIEL SUPPLY INC.	142.23	142.23	012719275 4325	Curriculum/Instruction Office / Office Supplies
G20R0600	CURRICULUM ASSOCIATES INC.	431.00	431.00	015511060 4310	Special Ed. - Tamura RSP / Instructional Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/13/2012

FROM 11/06/2012 TO 11/30/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0601	MCGRAW-HILL	890.92	890.92	012289961 4310	MAA - Administration / Instructional Supplies
G20R0602	CDWG	445.87	222.94	120016598 4310	Child Dev Newland Presch-Instr / Instructional Supplies
			222.93	120016798 4310	Child Dev Cox Preschool-Instr / Instructional Supplies
G20R0603	KOCE-TV FOUNDATION	1,148.00	1,148.00	010114955 4310	Title I - Masuda / Instructional Supplies
G20R0605	AWARDS & TROPHIES	116.35	116.35	010011089 4310	Donations - Tamura / Instructional Supplies
G20R0606	MAGENTA COMPUTER CENTER	833.99	833.99	012109078 4410	Tech/Media Office Operation / Fixed Assets \$500-\$5000
G20R0607	FOLLETT EDUCATIONAL SERVICES	705.76	705.76	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0608	OFFICE DEPOT	83.08	83.08	012734747 4327	Health Supplies - Courreges / Health Supplies
G20R0609	ARIEL SUPPLY INC.	577.17	499.64	012849380 4325	Fiscal Services / Office Supplies
			77.53	133207380 4325	Cafeteria Fund / Office Supplies
G20R0610	SOUTHWEST SCHOOL AND OFFICE SU	102.10	102.10	012289961 4322	MAA - Administration / Testing Supplies
G20R0611	LINGUISYSTEMS INC.	271.20	271.20	012289961 4322	MAA - Administration / Testing Supplies
G20R0612	EVALUMETRICS INC	1,200.00	1,200.00	017109275 5813	Testing / Consultant
G20R0613	STAPLES	35.08	35.08	012395298 4325	7395 Sch/Libr Impr Admin-DO / Office Supplies
G20R0615	BRAINPOP	1,650.00	1,650.00	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
G20R0617	MCKESSON MEDICAL-SURGICAL INC.	104.71	104.71	010199961 4327	Oral Health Assessment / Health Supplies
G20R0618	HATFIELD, AYUMI	250.00	250.00	012338055 5813	Title III-LEP-Instructional / Consultant
G20R0619	ORANGE COUNTY REGISTER	471.95	471.95	012849380 5825	Fiscal Services / Advertising
G20R0620	ORANGE COUNTY DEPARTMENT OF ED	225.00	225.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0621	ORANGE COUNTY DEPARTMENT OF ED	375.00	375.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,
G20R0622	SCHOOL SPECIALTY	137.36	137.36	012059385 4325	Publications / Office Supplies
G20R0623	UNISOURCE	2,586.43	2,586.43	012059385 4330	Publications / Printing/Xerox Supplies
G20R0624	TROXELL COMMUNICATIONS INC.	5,473.70	5,473.70	010019380 4347	School Equipment Replacement / Repair & Upkeep Equip
G20R0625	ORANGE COUNTY DEPARTMENT OF ED	250.00	250.00	010019961 5210	Medi-Cal Billing-Instructional / Travel, Conference,

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/13/2012

FROM 11/06/2012 TO 11/30/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0626	APPLE COMPUTER ORDER	80.93	80.93	012109078 4320	Tech/Media Office Operation / Computer Supplies
G20R0627	INNERLINK INC.	192.87	192.87	012289961 4310	MAA - Administration / Instructional Supplies
G20R0628	SOUTHLAND SHREDDING	70.04	70.04	012289961 5899	MAA - Administration / Other Operating Expenses
G20R0629	REID, WILLIAM	500.00	500.00	010099276 5645	Instrumental Music-Insurance / Outside Srvs-Repairs &
G20R0630	CURRICULUM ASSOCIATES INC.	197.24	197.24	012289961 4310	MAA - Administration / Instructional Supplies
G20R0631	SCHOOL SPECIALTY	455.75	455.75	012289961 4310	MAA - Administration / Instructional Supplies
G20R0632	ARIEL SUPPLY INC.	131.97	131.97	012589860 4325	Discrete Trial Training / Office Supplies
G20R0633	TARGET STORES	107.75	107.75	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0634	FOLLETT EDUCATIONAL SERVICES	179.30	179.30	012129078 4110	Lottery Instructional Material / Basic Textbooks
G20R0635	APPLE COMPUTER ORDER	1,743.69	1,743.69	010014787 4399	Other Donations - Courreges / Equipment Under \$500
G20R0636	SOUTHWEST SCHOOL AND OFFICE SU	300.00	300.00	015104060 4310	Special Ed. - Plavan SDC / Instructional Supplies
G20R0637	ETS	3,120.00	3,120.00	017109275 4322	Testing / Testing Supplies
G20R0638	VIDEO COMMUNICATIONS	279.15	279.15	012919395 4349	Special Ed. Transportation / Transportation Supplies (only)
G20R0640	CERTIFIED TRANSPORTATION BUS C	3,254.80	3,254.80	010011089 5811	Donations - Tamura / Transportation Outside Agency
G20R0641	CERTIFIED TRANSPORTATION BUS C	4,377.51	4,377.51	010013289 5811	Donations - Cox / Transportation Outside Agency
G20R0642	CERTIFIED TRANSPORTATION BUS C	5,922.52	5,922.52	010014789 5811	PTA Donations - Courreges / Transportation Outside
G20R0643	CERTIFIED TRANSPORTATION BUS C	2,995.20	2,995.20	010014089 5811	Donations - Plavan / Transportation Outside Agency
G20R0644	CERTIFIED TRANSPORTATION BUS C	4,058.20	4,058.20	010144988 5811	ASB Donations Instr - Masuda / Transportation Outside
G20R0645	XEROX CORPORATION	192.00	192.00	682719470 5645	Workers Comp Admin / Outside Srvs-Repairs & Mainten
G20R0647	MIND RESEARCH INSTITUTE	49,000.00	49,000.00	012663131 6410	ST Math Lab Hyundai-Gisler /
G20R0648	STAPLES	86.19	86.19	015104960 4310	Special Ed. - Masuda SDC / Instructional Supplies
G20R0649	COMSERCO	1,197.06	1,197.06	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0650	APPLE COMPUTER ORDER	124.99	124.99	012109078 4320	Tech/Media Office Operation / Computer Supplies
G20R0651	SCSNA	110.00	110.00	133207380 5210	Cafeteria Fund / Travel, Conference, Workshop

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/13/2012

FROM 11/06/2012 TO 11/30/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0652	SCHOOL HEALTH CORPORATION	49.19	49.19	012289961 4327	MAA - Administration / Health Supplies
G20R0653	CDWG	482.46	482.46	012395298 4320	7395 Sch/Libr Impr Admin-DO / Computer Supplies
G20R0654	METRO BUSINESS SOLUTIONS INC.	200.00	200.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
G20R0655	HAWTHORNE EDUCATIONAL	58.00	58.00	012721616 4325	Sch Site Admin - Newland / Office Supplies
G20R0656	ARIEL SUPPLY INC.	662.12	662.12	010011616 4310	Sch Site Instr - Newland / Instructional Supplies
G20R0658	PEARSON ASSESSMENTS	182.63	182.63	012289961 4322	MAA - Administration / Testing Supplies
G20R0661	TARGET STORES	250.00	250.00	010014787 4310	Other Donations - Courreges / Instructional Supplies
G20R0662	RADIO WORKS	1,554.01	1,554.01	010014789 4310	PTA Donations - Courreges / Instructional Supplies
G20R0664	CALIFORNIA DEPARTMENT OF EDUCA	335.40	335.40	133207380 4710	Cafeteria Fund / FOOD
G20R0665	HEARTLAND PAYMENT SYSTEMS INC.	1,281.99	1,281.99	133207380 4399	Cafeteria Fund / Equipment Under \$500
G20R0666	BLACKBOARD CONNECT INC.	19,540.00	19,540.00	016509860 5915	6405 SSVP - Instructional / Notification System PACE
G20R0667	HOME DEPOT	100.00	100.00	010143838 4311	Sch Site Instr - Talbert / Elective Supplies
G20R0668	PRO ED INC.	241.36	241.36	012289961 4322	MAA - Administration / Testing Supplies
G20R0669	APPLE COMPUTER ORDER	453.92	153.92	010014787 4399	Other Donations - Courreges / Equipment Under \$500
			300.00	011494788 4399	FVEF Teacher Grants - Courreges / Equipment Under \$500
G20R0670	SOUTHWEST SCHOOL AND OFFICE SU	19.38	19.38	012289961 4327	MAA - Administration / Health Supplies
G20R0671	SCHOOL HEALTH CORPORATION	76.65	76.65	012734747 4327	Health Supplies - Courreges / Health Supplies
G20R0672	CALFIRST LEASING CORP	30,956.09	30,956.09	012919195 7439	Sp.Ed. Transportaion-Debt Svcs / DS/Other Debt Service
G20R0673	LIGHTSPEED SYSTEMS CORPORATION	6,465.00	6,465.00	016689380 6410	7394 TIIG Admin Tech-Operation /
G20R0674	TREBRON COMPANY INC	2,916.67	2,916.67	012109078 5899	Tech/Media Office Operation / Other Operating Expenses
G20R0675	CSBA	730.00	730.00	012719166 5210	Board of Trustees / Travel, Conference, Workshop
G20R0676	UNITED HEALTH SUPPLIES	31.36	31.36	012734949 4327	Health Supplies - Masuda / Health Supplies
G20R0677	CHIDESTER, MARGARET A.	885.10	885.10	012159165 5830	Superintendent -Legal Services / Legal Fees
G20R0678	AWARDS & TROPHIES	115.21	115.21	012719165 4325	Superintendent / Office Supplies

FOUNTAIN VALLEY SD
PURCHASE ORDER DETAIL REPORT
BOARD OF TRUSTEES MEETING 12/13/2012

FROM 11/06/2012 TO 11/30/2012

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
G20R0679	SOUTHERN CALIFORNIA SUPERINTEN	50.00	50.00	012719165 5210	Superintendent / Travel, Conference, Workshop
G20R0680	BARNES AND NOBLE	366.08	366.08	012395098 4310	7395 Sch/Libr Imp Instr-DO / Instructional Supplies
G20R0681	TARGET STORES	161.63	161.63	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0682	APPLE COMPUTER ORDER	1,065.01	1,065.01	010303855 4320	EIA-Talbert / Computer Supplies
G20R0683	RADIO WORKS	1,535.44	1,535.44	120016098 4310	Extended School Instructional / Instructional Supplies
G20R0684	TARAS MD, HOWARD	400.00	400.00	010019961 5813	Medi-Cal Billing-Instructional / Consultant
G20R0685	DAMAND PROMOTIONS	274.76	274.76	010308055 4310	EIA-Instruction / Instructional Supplies
G20R0686	SCHOLASTIC READING COUNTS	159.65	159.65	120016498 4310	Child Dev Oka Preschool-Instr / Instructional Supplies
G20R0687	AARDVARK CLAY AND SUPPLY	538.75	538.75	010013232 4310	Sch Site Instr - Cox / Instructional Supplies
G20R0688	MIND RESEARCH INSTITUTE	3,750.00	3,750.00	010014789 4310	PTA Donations - Courreges / Instructional Supplies
G20R0689	MCGRAW-HILL	388.67	388.67	012289961 4310	MAA - Administration / Instructional Supplies
G20R0690	TROXELL COMMUNICATIONS INC.	6,120.20	6,120.20	010019380 4347	School Equipment Replacement / Repair & Upkeep Equip
G20S8023	WAXIE	12,194.01	12,194.01	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8024	WAXIE	497.81	497.81	011000000 9320	Revenue Limit - State Revenues / STORES
G20S8025	SCHOOL SPECIALTY	80.00	80.00	011000000 9320	Revenue Limit - State Revenues / STORES
	Fund 01 Total:	209,954.10			
	Fund 12 Total:	3,715.15			
	Fund 13 Total:	1,804.92			
	Fund 68 Total:	482.93			
	Total Amount of Purchase Orders:	215,957.10			

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2013 18

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	1,000.00	14,050.00
1900	OTHER CERTIFICATED	500.00	
2100	INSTRUCTIONAL AIDES' SALARIES		7,000.00
2300	SUPERVISION AND ADMINSTRATOR	4,721.00	
3101	STRS-CERTIFICATED POSITIONS	82.00	1,159.00
3202	PERS-CLASSIFIED		2,572.00
3313	MEDICARE-CERTIFICATED	21.00	204.00
3314	MEDICARE-CLASSIFIED		101.00
3353	ARP-CERTIFICATED		4,335.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		84.00
3356	OASDI-CLASSIFIED		31.00
3501	SUI-CERTIFICATED	17.00	154.00
3502	SUI-CLASSIFIED		76.00
3601	WORKERS'COMP-CERTIFICATED	31.00	290.00
3602	WORKERS'COMP-CLASSIFIED		113.00
3802	PERS REDUCTION-CLASSIFIED		39.00
4200	BOOKS OTHER THAN TEXTBOOKS		76.00
4300	MATERIALS & SUPPLIES	283.00	12,122.00
4400	NONCAPITALIZATION EQUIPMENT		719.00
5200	TRAVEL & CONFERENCES	6,000.00	199.00
5300	DUES AND MEMBERSHIPS		233.00
5600	RENTALS,LEASES AND REPAIRS		1,689.00
5800	PROF/CONS SERV & OPER EXPENSE	17,928.00	7,467.00
8200	FEDERAL INCOME	12,620.00	724.00
8300	STATE INCOME	20,656.00	
8500	STATE INCOME		28,432.00
8600	LOCAL INCOME		47,768.00
9740	RESTRICTED BALANCE		30.00
9790	UNASSIGNED/UNAPPROPRIATED	2,620,954.00	2,642,442.00

FOUNTAIN VALLEY SD

Reference #:

Adjustment of Funds

2013 18

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		2,684,813.00	2,772,109.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 13, 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 19

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		5,556.00
2200	CLASSIFIED SUPPORT		1,000.00
3202	PERS-CLASSIFIED	303.00	634.00
3314	MEDICARE-CLASSIFIED		96.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		63.00
3356	OASDI-CLASSIFIED	164.00	344.00
3502	SUI-CLASSIFIED		72.00
3602	WORKERS'COMP-CLASSIFIED		1,021.00
3802	PERS REDUCTION-CLASSIFIED	126.00	89.00
4300	MATERIALS & SUPPLIES	389.00	1,389.00
5800	PROF/CONS SERV & OPER EXPENSE		1,070.00
8600	LOCAL INCOME		6,880.00
9740	RESTRICTED BALANCE	3,472.00	
Subfund Total:		4,454.00	18,214.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 13, 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 20

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

Fund: 1313 CAFETERIA FUND

Object	Description	FROM	TO
2200	CLASSIFIED SUPPORT		865.00
3202	PERS-CLASSIFIED		11.00
3314	MEDICARE-CLASSIFIED		12.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		10.00
3356	OASDI-CLASSIFIED		6.00
3502	SUI-CLASSIFIED		9.00
3602	WORKERS'COMP-CLASSIFIED		18.00
3802	PERS REDUCTION-CLASSIFIED		2.00
4300	MATERIALS & SUPPLIES		2,000.00
5800	PROF/CONS SERV & OPER EXPENSE	2,000.00	
8600	LOCAL INCOME		810.00
9740	RESTRICTED BALANCE	123.00	
Subfund Total:		2,123.00	3,743.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 13, 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 #:

Transfer of Funds

2013 16

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
1100	TEACHERS' SALARIES		22,197.00
2100	INSTRUCTIONAL AIDES' SALARIES	5,483.00	5,578.00
2200	CLASSIFIED SUPPORT	196.00	3,837.00
2300	SUPERVISION AND ADMINSTRATOR	441.00	
2400	CLERICAL & OFFICE SALARIES	160.00	733.00
2900	OTHER CLASSIFIED SALARIES		771.00
3101	STRS-CERTIFICATED POSITIONS		1,797.00
3201	PERS-CERTIFICATED		2,598.00
3202	PERS-CLASSIFIED	2,616.00	3,403.00
3313	MEDICARE-CERTIFICATED		396.00
3314	MEDICARE-CLASSIFIED	332.00	69.00
3353	ARP-CERTIFICATED		16.00
3354	ALTERNATIVE RETIRE-CLASSIFIED		10.00
3355	OASDI-CERTIFICATED		1,411.00
3356	OASDI-CLASSIFIED	1,421.00	586.00
3501	SUI-CERTIFICATED		494.00
3502	SUI-CLASSIFIED	252.00	53.00
3601	WORKERS'COMP-CERTIFICATED		927.00
3602	WORKERS'COMP-CLASSIFIED	474.00	104.00
3801	PERS REDUCTION-CERTIFICATED		365.00
3802	PERS REDUCTION-CLASSIFIED	483.00	151.00
4300	MATERIALS & SUPPLIES	24,312.00	28,804.00
4400	NONCAPITALIZATION EQUIPMENT		12,599.00
5200	TRAVEL & CONFERENCES	4,445.00	6,452.00
5300	DUES AND MEMBERSHIPS		100.00
5600	RENTALS,LEASES AND REPAIRS	63,868.00	63,218.00
5800	PROF/CONS SERV & OPER EXPENSE	40,564.00	23,754.00
6100	SITES AND IMPROVEMENT OF SITES	13,186.00	
6200	BUILDING AND IMPROVE OF BLDGS		34,857.00
6400	EQUIPMENT	900.00	
9740	RESTRICTED BALANCE	53,801.00	
9790	UNASSIGNED/UNAPPROPRIATED	2,540.00	194.00

FOUNTAIN VALLEY SD

Reference #:

Transfer of Funds

2013 16

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

Fund: 0101 GENERAL FUND

Object	Description	FROM	TO
Subfund Total:		215,474.00	215,474.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 13, 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 #:

Transfer of Funds

2013 17

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

Fund: 2525 CAPITAL FACILITIES

Object	Description	FROM	TO
4400	NONCAPITALIZATION EQUIPMENT		12,013.00
5800	PROF/CONS SERV & OPER EXPENSE		5,896.00
9780	OTHER ASSIGNMENTS	17,909.00	
Subfund Total:		17,909.00	17,909.00

I certify this is a true excerpt from the Minutes of a regular Board Meeting held by the FOUNTAIN VALLEY SD Board of Trustees, December 13, 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 School District
BUSINESS SERVICES DIVISION
DFS/12-13 - 18

M E M O R A N D U M

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
SUBJECT: **Approval of 2012-13 First Interim Report**
DATE: November 28, 2012

BACKGROUND

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

Beginning Balance

The unaudited beginning balance for July 1, 2012 is \$4,897,671.

Income Assumptions

1. Revenue Limit

The base revenue limit was calculated using an inflation factor of 3.24%, which is \$202 for elementary districts and a deficit factor of 22.272%. Revenue limit ADA is projected at 6,264.59. The methodology used for enrollment projections is based on the population and births in conjunction with historical enrollment and an analysis of District trends. The District also uses Decision Insite to assist in enrollment projections.

As of the First Interim Report, the projected ADA has increased by 77.33 from budgeted ADA, which has been factored into the projected year end total anticipated revenue limit. The anticipated revenue limit is \$31,496,479.

2. Federal Income

The adopted budget includes estimates based on entitlements for 2012-13 program funding for all federal programs. Contracted programs are budgeted as received during the year.

Sequestration of federal funds continues to be an important topic for school districts. It is estimated that federal funding will be reduced approximately 8.2% if the Country is to go over the “financial cliff”. The impact to our District would be approximately \$152,860 reduction in General Fund revenue. At this time we have not budgeted for this reduction as whether or not the Federal government will reach an agreement is unclear at this point.

All federal program revenues have been adjusted for carryover and new programs. General Fund revenue is projected to be \$1,864,150.

3. Other State Income

For 2012-13, Categorical flexibility remains unchanged with no additional expansion or flexibility at this time. A 0% COLA is applied to all State Categorical programs including Special Education. Tier III flexibility continues through 2014-15. The District has 15 Tier III Categorical programs that have been designated as unrestricted, totaling \$2,037,397. The District receives Class Size Reduction funding for grades K, 1 and 2 with revenues of \$1,071/\$535 per students in either option 1 or option 2. Lottery is projected at \$124 per annual ADA using. The restricted portion of Lottery funding is estimated at \$30 per annual ADA.

All State program revenues have been adjusted for carryover and deferred revenues. Revenue is projected to be \$5,098,793.

4. Other Local Income

Other local income is derived from various sources: interest rate is .38%, lease income, surplus sales, donations, contract fees and miscellaneous income. Lease income is used to partially fund the Routine Maintenance program but this program is still considered a Tier III program.

Other local income is projected to be \$4,403,037.

Expenditure Assumptions

1. Salary Increases

Step, column and longevity increases for certificated, classified, confidential and management employees have been included in the salary accounts for the First Interim budget. Salaries for certificated, classified, psychologists, confidential and management employees include five furlough days with a contingency for additional furlough days had Proposition 30 not passed on November 8, 2012.

Benefits

Employee benefit rates are as follows: STRS 8.25%, PERS 11.417%, PERS Reduction 1.603%, Social Security 6.20%, PARS 1.30%, Medicare 1.45%, Unemployment Insurance 1.1%, and Workers' Compensation 2.061%. Health and Welfare costs are allocated \$8,000 per employee for classified working six hours or more, \$8,000 per certificated prorated at percentage of hours and \$4,000 for employees working part-time. The remainder of costs is borne by employees through payroll deduction.

Retirement Package

The District covers the cost of health and welfare for 62 retired employees until age 65. The cost does not exceed the cap at the time of the employee's retirement. The cost is recorded in the general fund object code 3700.

2. Other Expenditures

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

Ending Balance

The projected ending balance for June 30, 2013, is \$3,331,136. The state requires a reserve for economic uncertainties of 3% of expenditures \$1,372,161. Restricted balance \$1,048,982, Assigned balance \$146,637, Stores \$100,000 and Revolving Fund \$35,000, and undesignated amount of \$628,356.

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



PLEASE NOTE:

A copy of the **2012-13 First Interim Report**
for the Fountain Valley School District
is available for review at the District Office.

Please contact the Superintendent's office at 714.843.3255.

FOUNTAIN VALLEY SCHOOL DISTRICT

BUSINESS SERVICES DIVISION

ASB/S 12-13 - 101

M E M O R A N D U M

To: Marc Ecker, Superintendent
From: Stephen McMahon, Assistant Superintendent, Business Services
Date: November 28, 2012
Subject: **REVIEW and APPROVAL of FINANCIAL AUDIT 2011-12**

BACKGROUND

The 2011-12 Financial Audit, completed by Vavrinek, Trine, Day & Co., LLP, is presented to the Board of Trustees for review and acceptance. The Audit Report includes financial statements, supplemental information, compliance statements, findings and recommendations. The Audit Committee met and discussed the audit on December 6, 2012 and will make comments to the Board of Trustees. There were no restatements on the financial reports and no findings reported. The audit received an unqualified certification in all areas, the best possible certification.

A copy of the Audit Report is available in the Business Services office for review.

RECOMMENDATION

It is recommended that the Board of Trustees receive and accept the 2011-12 Financial Audit.

cl

FOUNTAIN VALLEY SCHOOL DISTRICT

ANNUAL FINANCIAL REPORT

JUNE 30, 2012

FOUNTAIN VALLEY SCHOOL DISTRICT

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JUNE 30, 2012

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FOUNTAIN VALLEY SCHOOL DISTRICT

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JUNE 30, 2012

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Governing Board
Fountain Valley School District
Fountain Valley, California

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Fountain Valley School District (the District) as of and for the year ended June 30, 2012, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2011-2012*, issued by the California Education Audit Appeals Panel as regulations. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Fountain Valley School District, as of June 30, 2012, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in the Notes to the basic financial statements, the State of California continues to suffer the effects of a recessionary economy, which directly impacts the funding requirements of the State of California to the K-12 educational community.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2012, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the required supplementary information, such as management's discussion and analysis on pages 4 through 12, and the budgetary comparison information and schedule of other post employment benefits on pages 50 and 51 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's financial statements. The Schedule of Expenditures of Federal Awards, as required by *Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (Circular A-133)* and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects in relation to the financial statements as a whole.

Vavrinek, Trine, Day & Co. LLP

Rancho Cucamonga, California
November 19, 2012



This section of Fountain Valley School District's (the District) annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2012, with comparative information from 2011. Please read it in conjunction with the District's financial statements, which immediately follow this section.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Financial Statements

The financial statements presented herein include all of the activities of the District and its component units using the integrated approach as prescribed by Government Accounting Standards Board (GASB) Statement No. 34.

The *Government-Wide Financial Statements* present the financial picture of the District from the economic resources measurement focus using the accrual basis of accounting. They present governmental activities separately. These statements include all assets of the District (including land) as well as all liabilities (including long-term obligations). Additionally, certain eliminations have occurred as prescribed by the statement in regards to interfund activity, payables and receivables.

Governmental Activities are prepared using the economic resources measurement focus and the accrual basis of accounting.

The *Fund Financial Statements* include statements for each of the three categories of activities: governmental, proprietary, and fiduciary.

The *Governmental Funds* are prepared using the current financial resources measurement focus and modified accrual basis of accounting.

The *Proprietary Funds* are prepared using the economic resources measurement focus and the accrual basis of accounting.

The *Fiduciary Funds* are prepared using the economic resources measurement focus and the actual basis of accounting.

Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach.

The Primary unit of the government is the Fountain Valley School District.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

FINANCIAL HIGHLIGHTS OF THE PAST YEAR

- The District enrollment grew modestly last year. However, base revenue declined over budget projections due to the Revenue Limit Cost of Living Adjustment (COLA) decrease, a 20.602 percent deficit.
- The District transferred significant funds from Fund 40 to Fund 01, to cover deficit spending. These transfers were made to cover salary/benefit improvements and Revenue Limit deficiencies.
- Over the course of the year, reduced revenue from the State impacted the overall budget. These reductions are anticipated to last into the foreseeable future.

REPORTING THE DISTRICT AS A WHOLE

The Statement of Net Assets and the Statement of Activities

The *Statement of Net Assets* and the *Statement of Activities* report information about the District as a whole and about its activities. These statements include *all* assets and liabilities of the District using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's *net assets* and changes in them. Net assets are the difference between assets and liabilities, one way to measure the District's financial health, or *financial position*. Over time, *increases or decreases* in the District's net assets are one indicator of whether its *financial health* is improving or deteriorating. Other factors to consider are changes in the District's property tax base and the condition of the District's facilities.

The relationship between revenues and expenses is the District's *operating results*. Since the Board's responsibility is to provide services to our students and not to generate profit as commercial entities do, one must consider other factors when evaluating the *overall health* of the District. The quality of the education and the safety of our schools will likely be an important component in this evaluation.

In the *Statement of Net Assets* and the *Statement of Activities*, we present the District activities as follows:

Governmental Activities - Most of the District's services are reported in this category. This includes the education of kindergarten through grade eight, the operation of child development activities, and the on-going effort to improve and maintain buildings and sites. Property taxes, State income taxes, user fees, interest income, Federal, State and local grants, as well as certificates of participation bonds, finance these activities.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the District as a whole. Some funds are required to be established by State law and by bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money that it receives from the U.S. Department of Education.

Governmental Funds - Most of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called *modified accrual* accounting, which measures cash and all other *financial* assets that can readily be converted to cash. The governmental fund statements provide a detailed *short-term view* of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. The differences of results in the governmental fund financial statements to those in the government-wide financial statements are explained in a reconciliation following each governmental fund financial statement.

Proprietary Funds - When the District charges users for the services it provides, whether to outside customers or to other departments within the District, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the *Statement of Net Assets* and the *Statement of Revenues, Expenses and Changes in Fund Net Assets*. We use internal service funds to report activities that provide supplies and services for the District's other programs and activities - such as the District's Self-Insurance Fund. The internal service funds are reported with governmental activities in the government-wide financial statements.

THE DISTRICT AS TRUSTEE

Reporting the District's Fiduciary Responsibilities

The District is the trustee, or *fiduciary*, for funds held on behalf of others, like our funds for associated student body activities. The District's fiduciary activities are reported in the *Statement of Fiduciary Net Assets*. We exclude these activities from the District's other financial statements because the District cannot use these assets to finance its operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

THE DISTRICT AS A WHOLE

Net Assets

The District's net assets were \$106,105,601 for the fiscal year ended June 30, 2012. Of this amount, \$22,411,321 was unrestricted. Restricted net assets are reported separately to show legal constraints from debt covenants, grantors, constitutional provisions, and enabling legislation that limit the governing board's ability to use those net assets for day-to-day operations. Our analysis below, in summary form, focuses on the net assets (Table 1) and change in net assets (Table 2) of the District's governmental activities.

Table 1

	Governmental Activities	
	2012	2011
Assets		
Current and other assets	\$ 34,306,426	\$ 33,381,101
Capital assets	84,138,243	84,915,887
Total Assets	<u>118,444,669</u>	<u>118,296,988</u>
Liabilities		
Current liabilities	3,101,874	4,288,384
Long-term obligations	9,237,194	11,252,323
Total Liabilities	<u>12,339,068</u>	<u>15,540,707</u>
Net Assets		
Invested in capital assets, net of related debt	80,290,458	74,391,086
Restricted	3,403,822	2,376,853
Unrestricted	22,411,321	25,988,342
Total Net Assets	<u>\$ 106,105,601</u>	<u>\$ 102,756,281</u>

The \$22,411,321 in unrestricted net assets of governmental activities represents the *accumulated* results of all past years' operations.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

Changes in Net Assets

The results of this year's operations for the District as a whole are reported in the *Statement of Activities* on page 14.

Table 2

	Governmental Activities	
	2012	2011
Revenues		
Program revenues:		
Charges for services	\$ 2,956,074	\$ 3,273,826
Operating grants and contributions	8,703,828	8,233,354
General revenues:		
Unrestricted Federal and State aid	17,377,538	15,948,533
Property taxes	18,050,563	19,240,606
Other general revenues	8,603,626	1,758,192
Total Revenues	<u>55,691,629</u>	<u>48,454,511</u>
Expenses		
Instruction-related	38,118,164	37,012,870
Pupil services	3,718,072	3,545,186
Administration	3,786,049	3,417,781
Maintenance and operations	5,434,587	2,969,744
Other	1,285,437	1,199,300
Total Expenses	<u>52,342,309</u>	<u>48,144,881</u>
Change in Net Assets	<u>\$ 3,349,320</u>	<u>\$ 309,630</u>

Governmental Activities

As reported in the *Statement of Activities* on page 14, the cost of all of our governmental activities this year was \$52,342,309. However, the amount that our taxpayers ultimately financed for these activities through local taxes was only \$18,050,563 because the cost was paid by those who benefited from the programs (\$2,956,074) or by other governments and organizations who subsidized certain programs with grants and contributions (\$8,703,828). We paid for the remaining "public benefit" portion of our governmental activities with \$25,981,164 in Federal and State funds and with other revenues, like interest and general entitlements.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

In Table 3, we have presented the cost of each of the District's largest functions - instruction, instruction-related activities, pupil services, administration, maintenance and operations, and other activities, as well as each program's *net* cost (total cost less revenues generated by the activities). As discussed above, net cost shows the financial burden that was placed on the District's taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits they believe are provided by that function.

Table 3

	2012		2011	
	Total Cost of Services	Net Cost of Services	Total Cost of Services	Net Cost of Services
Instruction	\$ 31,968,523	\$ 24,216,454	\$ 30,970,066	\$ 23,306,462
Instruction-related activities	6,149,641	5,177,487	6,042,804	5,032,761
Pupil services	3,718,072	1,467,361	3,545,186	1,418,644
Administration	3,786,049	3,597,224	3,417,781	3,205,940
Maintenance and operations	5,434,587	5,295,366	2,969,744	2,869,678
Other	1,285,437	928,515	1,199,300	804,216
Total	\$ 52,342,309	\$ 40,682,407	\$ 48,144,881	\$ 36,637,701

THE DISTRICT'S FUNDS

As the District completed this year, our governmental funds reported a combined fund balance of \$30,546,733, which is an increase of \$2,196,394 from last year (Table 4).

Table 4

	Balances and Activity			
	July 1, 2011	Revenues	Expenditures	June 30, 2012
General Fund	\$ 4,111,587	\$ 48,147,373	\$ 47,361,290	\$ 4,897,670
Special Reserve Fund for Capital Outlay Projects	22,454,444	14,799,512	13,565,043	23,688,913
Non-Major Governmental Funds	1,784,308	3,596,505	3,420,663	1,960,150
Total	\$ 28,350,339	\$ 66,543,390	\$ 64,346,996	\$ 30,546,733

The primary reasons for changes are the following:

- The General Fund is the District's principal operating fund. The fund balance in the General Fund increased by \$786,083 due to expenses being less than budgeted.
- The fund balance in the Special Reserve Fund for Capital Outlay Projects increased by \$1,237,469 due to the receipt of the first installment payment on the sale of District land.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

General Fund Budgetary Highlights

Over the course of the year, the District revises its budget as it attempts to deal with unexpected changes in revenues and expenditures. The final amendment to the budget was adopted on June 28, 2012. (A schedule showing the District's original and final budget amounts compared with amounts actually paid and received is provided in our annual report on page 50.)

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At June 30, 2012, the District had \$84,138,243 in a broad range of capital assets (net of depreciation), including land, buildings, furniture and equipment. This amount represents a net decrease (including additions, deductions, and depreciation) of \$777,644, or 0.9 percent, from last year (Table 5).

Table 5

(Net of Depreciation)	Governmental Activities	
	2012	2011
Land	\$ 6,983,046	\$ 6,983,046
Construction in progress	6,602,648	6,602,648
Buildings and improvements	68,741,229	69,195,076
Furniture and equipment	1,811,320	2,135,117
Total	\$ 84,138,243	\$ 84,915,887

This year's additions of \$243,466 include construction modernization for school sites, vehicles, construction equipment, office equipment, classroom furniture, and equipment such as computers.

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

Long-Term Obligations

The District had \$8,680,000 in certificates of participation. Accumulated vacation of \$457,550, capitalized lease obligations of \$114,001, and \$12,734 in OPEB obligation are also included:

Table 6

	Governmental Activities	
	2012	2011
Certificates of participation	\$ 8,680,000	\$ 10,980,000
Compensated absences	457,550	259,589
Capitalized lease obligations	114,001	-
OPEB obligation, net	12,734	12,734
Total	\$ 9,264,285	\$ 11,252,323

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

In considering the District Budget for the 2012-2013 year, the District Board and management used the following criteria:

The key assumptions in our revenue forecast are:

1. Property tax will be slightly higher in 2012-2013.
2. Revenue limit income: \$31.1 million.
3. Interest earnings will increase slightly due to higher fund balances.
4. Federal income will decrease significantly from 2011-2012 due to the discontinuation of Education Jobs Funding.
5. Other State income will decrease from 2011-2012 due to a projected decrease in Class Size Reduction revenue and the elimination of Home to School Transportation.

Expenditures are based on the following forecasts:

	Staffing Ratio	Enrollment
Grades Kindergarten, one and two	30:1	1892
Grades three through eighth	31:1	4358

FOUNTAIN VALLEY SCHOOL DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS JUNE 30, 2012

The new items specifically addressed in the budget are:

- The closure of Moiola School.
- Reinstatement of furlough days for all classified and certificated staff.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need any additional financial information, contact the Assistant Superintendent, Business Services, at Fountain Valley School District, 10055 Slater Ave., Fountain Valley, California 92708, or e-mail at: smcmahon@fvsd.k12.ca.us.

FOUNTAIN VALLEY SCHOOL DISTRICT

STATEMENT OF NET ASSETS JUNE 30, 2012

	Governmental Activities
ASSETS	
Deposits and investments	\$ 24,031,091
Receivables	10,039,687
Deferred costs on issuance	100,030
Prepaid expenditures	34,636
Stores inventories	100,982
Capital assets	
Land and construction in process	13,585,694
Other capital assets	91,528,265
Less: Accumulated depreciation	(20,975,716)
Total Capital Assets	<u>84,138,243</u>
Total Assets	<u>118,444,669</u>
LIABILITIES	
Accounts payable	2,789,303
Interest payable	39,783
Deferred revenue	71,146
Claims liabilities	174,551
Long-term obligations	
Current portion of long-term obligations	27,091
Noncurrent portion of long-term obligations	9,237,194
Total Long-Term Obligations	<u>9,264,285</u>
Total Liabilities	<u>12,339,068</u>
NET ASSETS	
Invested in capital assets, net of related debt	80,290,458
Restricted for:	
Capital projects	541,142
Educational programs	1,641,775
Other activities	1,220,905
Unrestricted	22,411,321
Total Net Assets	<u><u>\$ 106,105,601</u></u>

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2012

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Assets
		Charges for Services and Sales	Operating Grants and Contributions	Governmental Activities
Governmental Activities:				
Instruction	\$ 31,968,523	\$ 1,553,606	\$ 6,198,463	\$ (24,216,454)
Instruction-related activities:				
Supervision of instruction	2,211,032	284,838	615,685	(1,310,509)
Instructional library, media and technology	743,334	373	3,214	(739,747)
School site administration	3,195,275	-	68,044	(3,127,231)
Pupil services:				
Home-to-school transportation	945,024	38,184	382,402	(524,438)
Food services	1,163,714	755,869	459,440	51,595
All other pupil services	1,609,334	1,158	613,658	(994,518)
Administration:				
Data processing	5,514	-	-	(5,514)
All other administration	3,780,535	84,606	104,219	(3,591,710)
Plant services	5,434,587	74,816	64,405	(5,295,366)
Ancillary services	233,038	146,737	20,872	(65,429)
Interest on long-term obligations	677,579	-	-	(677,579)
Other outgo	374,820	15,887	173,426	(185,507)
Total Governmental Activities	\$ 52,342,309	\$ 2,956,074	\$ 8,703,828	(40,682,407)
General revenues and subventions:				
Property taxes, levied for general purposes				18,050,563
Federal and State aid not restricted to specific purposes				17,377,538
Interest and investment earnings				158,054
Special and extraordinary items - Sale of Property				6,000,000
Miscellaneous				2,445,572
Subtotal, General Revenues				44,031,727
Change in Net Assets				3,349,320
Net Assets - Beginning				102,756,281
Net Assets - Ending				\$ 106,105,601

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2012

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Deposits and investments	\$ 459,097	\$ 20,682,042	\$ 2,177,970	\$ 23,319,109
Receivables	9,798,067	8,333	158,769	9,965,169
Due from other funds	107,087	3,000,000	9,976	3,117,063
Prepaid expenditures	2,550	-	-	2,550
Stores inventories	96,508	-	4,474	100,982
Total Assets	\$ 10,463,309	\$ 23,690,375	\$ 2,351,189	\$ 36,504,873
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 2,485,243	\$ 1,462	\$ 283,160	\$ 2,769,865
Due to other funds	3,009,250	-	107,879	3,117,129
Deferred revenue	71,146	-	-	71,146
Total Liabilities	5,565,639	1,462	391,039	5,958,140
Fund Balances:				
Nonspendable	134,058	-	4,474	138,532
Restricted	1,641,775	-	1,414,425	3,056,200
Committed	-	10,857,563	27	10,857,590
Assigned	-	12,831,350	541,224	13,372,574
Unassigned	3,121,837	-	-	3,121,837
Total Fund Balances	4,897,670	23,688,913	1,960,150	30,546,733
Total Liabilities and Fund Balances	\$ 10,463,309	\$ 23,690,375	\$ 2,351,189	\$ 36,504,873

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET ASSETS JUNE 30, 2012

Total Fund Balance - Governmental Funds		\$ 30,546,733
Amounts Reported for Governmental Activities in the Statement of Net Assets are Different Because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.		
The cost of capital assets is:	\$ 105,113,959	
Accumulated depreciation is:	<u>(20,975,716)</u>	
Net Capital Assets		84,138,243
Expenditures relating to issuance of debt of next fiscal year were recognized on modified accrual basis, but are not recognized on the accrual basis.		100,030
In governmental funds, unmatured interest in long-term obligations is recognized in the period when it is due. On the government-wide financial statements, unmatured interest on long-term obligations is recognized when it is incurred.		(39,783)
An internal service fund is used by the District's management to charge the costs of the workers' compensation insurance program to the individual funds. The assets and liabilities of the Internal Service Fund are included with governmental activities.		624,663
Long-term obligations at year-end consist of:		
Certificates of participation	(8,680,000)	
Capital lease	(114,001)	
Compensated absences (vacations)	(457,550)	
Other postemployment benefits	<u>(12,734)</u>	
Total Long-Term Obligations		<u>(9,264,285)</u>
Total Net Assets - Governmental Activities		<u><u>\$ 106,105,601</u></u>

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED JUNE 30, 2012

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
Revenue limit sources	\$ 30,927,051	\$ -	\$ -	\$ 30,927,051
Federal sources	3,639,697	-	502,249	4,141,946
Other State sources	6,471,573	-	181,833	6,653,406
Other local sources	4,933,696	119,512	2,912,423	7,965,631
Total Revenues	45,972,017	119,512	3,596,505	49,688,034
EXPENDITURES				
Current				
Instruction	29,828,161	-	1,566,837	31,394,998
Instruction-related activities:				
Supervision of instruction	1,919,567	-	289,116	2,208,683
Instructional library, media, and technology	732,408	-	-	732,408
School site administration	3,186,391	-	-	3,186,391
Pupil services:				
Home-to-school transportation	915,616	-	-	915,616
Food services	6,270	-	1,145,395	1,151,665
All other pupil services	1,608,044	-	1,290	1,609,334
General administration:				
All other general administration	3,398,324	-	102,868	3,501,192
Plant services	2,604,362	-	258,441	2,862,803
Facility acquisition and construction	2,501,459	55,079	24,470	2,581,008
Ancillary services	233,038	-	-	233,038
Other outgo	374,820	-	-	374,820
Debt service				
Principal	29,109	10,980,000	-	11,009,109
Interest and other	23,721	529,964	-	553,685
Total Expenditures	47,361,290	11,565,043	3,388,417	62,314,750
Excess (Deficiency) of Revenues				
Over Expenditures	(1,389,273)	(11,445,531)	208,088	(12,626,716)
OTHER FINANCING SOURCES (USES)				
Transfers in	2,032,246	-	-	2,032,246
Other sources	143,110	14,680,000	-	14,823,110
Transfers out	-	(2,000,000)	(32,246)	(2,032,246)
Net Financing Sources (Uses)	2,175,356	12,680,000	(32,246)	14,823,110
NET CHANGE IN FUND BALANCES	786,083	1,234,469	175,842	2,196,394
Fund Balances - Beginning	4,111,587	22,454,444	1,784,308	28,350,339
Fund Balances - Ending	\$ 4,897,670	\$ 23,688,913	\$ 1,960,150	\$ 30,546,733

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2012

Total Net Change in Fund Balances - Governmental Funds \$ 2,196,394

**Amounts Reported for Governmental Activities in the Statement
of Activities are Different Because:**

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures; however, for governmental activities, those costs are shown in the Statement of Net Assets and allocated over their estimated useful lives as annual depreciation expenses in the Statement of Activities.

This is the amount by which capital outlays exceed depreciation in the period.

Capital outlays	\$ 243,466	
Depreciation expense	(1,021,110)	
Net Expense Adjustment		(777,644)

Some of the capital assets acquired this year were financed with capital leases. The amount financed by the leases is reported in the governmental funds as a source of financing. On the other hand, the capital leases are not revenues in the Statement of Activities, but rather constitute long-term liabilities in the Statement of Net Assets.

(143,110)

In the Statement of Activities, certain operating expenses, such as compensated absences (vacations) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). Vacation used was less than the amounts earned by \$197,961.

(197,961)

Proceeds received from Certificates of Participation or Sale of Bonds is a revenue in the governmental funds, but it increases long-term liabilities in the Statement of Net Assets and does not affect the Statement of Activities.

(8,680,000)

Payment of costs for the issuance of certificates of participation or bonds is an expenditure in the governmental funds, but is recorded as a prepaid expense and amortized on the Statement of Net Assets over the life of the bonds.

112,534

Payment of principal on long-term obligations is an expenditure in the governmental funds, but it reduces long-term obligations in the Statement of Net Assets and does not affect the Statement of Activities:

General obligation bond	10,980,000	
Capital lease payable	29,109	
		11,009,109

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES, CONTINUED FOR THE YEAR ENDED JUNE 30, 2012

Under the modified basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the Statement of Activities, however, which is presented on an accrual basis, expenses and liabilities are reported regardless of when financial resources are available. This adjustment includes the following balances.

Amortization of the cost of issuance of 2011 refunding COP	\$ (232,232)
Interest on long-term obligations is recorded as an expenditure in the funds when it is due; however, in the Statement of Activities, interest expense is recognized as the interest accrues, regardless of when it is due.	(4,196)

An Internal Service Fund is used by the District's management to charge the costs of the insurance program to the individual funds. The net revenue of the Internal Service Fund is reported with governmental activities.

	66,426
Change in Net Assets of Governmental Activities	<u><u>\$ 3,349,320</u></u>

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

PROPRIETARY FUNDS

STATEMENT OF NET ASSETS

FOR THE YEAR ENDED JUNE 30, 2012

	Governmental Activities
	Internal Service Fund
ASSETS	
Current Assets	
Deposits and investments	\$ 711,982
Receivables	74,518
Due from other funds	118
Prepaid expenditures	32,086
Total Current Assets	818,704
LIABILITIES	
Current Liabilities	
Accounts payable	19,438
Due to other funds	52
Claims liabilities	174,551
Total Current Liabilities	194,041
NET ASSETS	
Restricted	624,663
Total Net Assets	\$ 624,663

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

PROPRIETARY FUNDS STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS FOR THE YEAR ENDED JUNE 30, 2012

	Governmental Activities Internal Service Fund
OPERATING REVENUES	
Local and intermediate sources	<u>\$ 5,198,393</u>
OPERATING EXPENSES	
Payroll costs	4,442,355
Supplies and materials	403
Other operating cost	<u>692,804</u>
Total Operating Expenses	<u>5,135,562</u>
Operating Gain	<u>62,831</u>
NON-OPERATING REVENUES AND EXPENSES	
Interest income	<u>3,595</u>
Change in Net Assets	66,426
Total Net Assets - Beginning	<u>558,237</u>
Total Net Assets - Ending	<u><u>\$ 624,663</u></u>

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

PROPRIETARY FUNDS STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2012

	Governmental Activities
	Internal Service Fund
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash received from user charges	\$ 5,228,649
Cash payments to employees for services	(4,463,781)
Cash payments to suppliers for goods and services	(710,678)
Net Cash Provided by Operating Activities	<u>54,190</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest on investments	<u>3,595</u>
Net Increase in Cash and Cash Equivalents	57,785
Cash and Cash Equivalents - Beginning	654,197
Cash and Cash Equivalents - Ending	<u><u>\$ 711,982</u></u>
RECONCILIATION OF OPERATING GAIN TO NET CASH PROVIDED BY OPERATING ACTIVITIES	
Operating gain	\$ 62,831
Changes in assets and liabilities:	
Receivables	10,055
Due from other funds	20,201
Prepaid expenditures	(32,086)
Accounts payable	15,324
Due to other funds	(709)
Claim liabilities	(21,426)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u><u>\$ 54,190</u></u>

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

FIDUCIARY FUNDS STATEMENT OF NET ASSETS JUNE 30, 2012

	Agency Funds
ASSETS	
Deposits and investments	\$ 51,881
LIABILITIES	
Due to student groups	\$ 51,881

The accompanying notes are an integral part of these financial statements.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Reporting Entity

The Fountain Valley School District (the District) was established in 1898 under the laws of the State of California. The District operates under a locally elected five-member Board form of government and provides educational services to grades K - 8 as mandated by the State and/or Federal agencies. The District operates eight elementary schools and three middle schools.

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, boards, and agencies that are not legally separate from the District. For Fountain Valley School District, this includes general operations, food service, and student related activities of the District.

Component Units

Component units are legally separate organizations for which the District is financially accountable. Component units may include organizations that are fiscally dependent on the District in that the District approves their budget, the issuance of their debt or the levying of their taxes. In addition, component units are other legally separate organizations for which the District is not financially accountable but the nature and significance of the organization's relationship with the District is such that exclusion would cause the District's financial statements to be misleading or incomplete. For financial reporting purposes, the component unit discussed below is reported in the District's financial statements because of its relationship with the District. The component unit, although a legally separate entity, is reported in the financial statements using the blended presentation method as if it were part of the District's operations because the governing board of the component unit is essentially the same as the governing board of the District and because its purpose is to finance the construction of facilities to be used for the benefit of the District.

The Fountain Valley School District and School Asset Management, Inc. (the Corporation) financial activity is presented in the financial statements in the Building Fund. The Corporation is a nonprofit, public benefit corporation incorporated under the laws of the State of California and recorded by the Secretary of State on August 20, 1989. The Corporation was formed to hold title to property, collect income from such property and to transfer the income less expenses to the District. The Corporation does not prepare separate audited financial statements.

Basis of Presentation - Fund Accounting

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The District's funds are grouped into three broad fund categories: governmental, proprietary, and fiduciary.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Governmental Funds Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the District's major and non-major governmental funds:

Major Governmental Funds

General Fund The General Fund is the chief operating fund for all districts. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

Special Reserve Fund for Capital Outlay Projects The Special Reserve Fund for Capital Outlay Projects exists primarily to provide for the accumulation of General Fund monies for capital outlay purposes (*Education Code* Section 42840).

Non-Major Governmental Funds

Special Revenue Funds The Special Revenue funds are established to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities and that compose a substantial portion of the inflows of the fund. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

Child Development Fund The Child Development Fund is used to account separately for Federal, State, and local revenues to operate child development programs and is to be used only for expenditures for the operation of child development programs.

Cafeteria Fund The Cafeteria Fund is used to account separately for Federal, State, and local resources to operate the food service program (*Education Code* Sections 38090-38093) and is used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code* Sections 38091 and 38100).

Deferred Maintenance Fund The Deferred Maintenance Fund is used to account separately for State apportionments and the District's contributions for deferred maintenance purposes (*Education Code* Sections 17582-17587) and for items of maintenance approved by the State Allocation Board.

Special Reserve Fund for Other Than Capital Outlay Projects The Special Reserve Fund for Other Than Capital Outlay Projects is used primarily to provide for the accumulation of General Fund monies for general operating purposes other than for capital outlay (*Education Code* Section 42840).

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Capital Project Funds The Capital Project funds are used to account for and report financial resources that are restricted, committed, or assigned to the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

Building Fund The Building Fund exists primarily to account separately for the collection of revenue for the School Asset Management, Inc.

Capital Facilities Fund The Capital Facilities Fund is used primarily to account separately for monies received from fees levied on developers or other agencies as a condition of approving a development (*Education Code* Sections 17620-17626). Expenditures are restricted to the purposes specified in *Government Code* Sections 65970-65981 or to the items specified in agreements with the developer (*Government Code* Section 66006).

County School Facilities Fund The County School Facilities Fund is established pursuant to *Education Code* Section 17070.43 to receive apportionments from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), or the 2004 State School Facilities Fund (Proposition 55) authorized by the State Allocation Board for new school facility construction, modernization projects, and facility hardship grants, as provided in the Leroy F. Greene School Facilities Act of 1998 (*Education Code* Section 17070 et seq.).

Proprietary Funds Proprietary fund reporting focuses on the determination of operating income, changes in net assets, financial position, and cash flows. The District applies all GASB pronouncements, as well as the Financial Accounting Standards Board pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements. Proprietary funds are classified as enterprise or internal service. The District has one internal service fund:

Internal Service Fund Internal service funds may be used to account for any activity for which services are provided to other funds of the District on a cost-reimbursement basis. The District operates a Self-Insurance Program that is accounted for in an internal service fund.

Fiduciary Funds Fiduciary funds are used to account for assets held in trustee or agent capacity for others that cannot be used to support the District's own programs. The fiduciary fund category is split into four classifications: pension trust funds, investment trust funds, private-purpose trust funds, and agency funds. The key distinction between trust and agency funds is that trust funds are subject to a trust agreement that affects the degree of management involvement and the length of time that the resources are held.

Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. Such funds have no equity accounts since all assets are due to individuals or entities at some future time. The District's agency fund accounts for student body activities (ASB).

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Basis of Accounting - Measurement Focus

Government-Wide Financial Statements The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. This is the same approach used in the preparation of the proprietary fund financial statements, but differs from the manner in which governmental fund financial statements are prepared.

The government-wide Statement of Activities presents a comparison between expenses, both direct and indirect, of the District and for each governmental function, and excludes fiduciary activity. Direct expenses are those that are specifically associated with a service, program, or department and are therefore, clearly identifiable to a particular function. The District does not allocate indirect expenses to functions in the Statement of Activities, except for depreciation. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the District. Eliminations have been made to minimize the double counting of internal activities.

Net assets should be reported as restricted when constraints placed on net asset use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The net assets restricted for other activities result from special revenue funds and the restrictions on their net asset use.

Fund Financial Statements Fund financial statements report detailed information about the District. The focus of governmental and proprietary fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column. The internal service fund is presented in a single column on the face of the proprietary fund statements.

Governmental Funds All governmental funds are accounted for using the flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements, therefore, include reconciliations with brief explanations to better identify the relationship between the government-wide financial statements, prepared using the economic resources measurement focus and the accrual basis of accounting, and the governmental fund financial statements, prepared using the flow of current financial resources measurement focus and the modified accrual basis of accounting.

Proprietary Funds Proprietary funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting. All assets and all liabilities associated with the operation of this fund are included in the Statement of Net Assets. The Statement of Changes in Net Assets presents increases (revenues) and decreases (expenses) in net total assets. The statement of cash flows provides information about how the District finances and meets the cash flow needs of its proprietary fund.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Fiduciary Funds Fiduciary funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting. Fiduciary funds are excluded from the government-wide financial statements because they do not represent resources of the District.

Revenues - Exchange and Non-Exchange Transactions Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. Generally, available is defined as collectible within 60 days. However, to achieve comparability of reporting among California districts and so as not to distort normal revenue patterns, with specific respect to reimbursement grants and corrections to State-aid apportionments, the California Department of Education has defined available for districts as collectible within one year. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Deferred Revenue Deferred revenue arises when potential revenue does not meet both the "measurable" and "available" criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for deferred revenue is removed from the balance sheet and revenue is recognized.

Certain grants received before the eligibility requirements are met are recorded as deferred revenue. On the governmental fund financial statements, receivables that will not be collected within the available period are also recorded as deferred revenue.

Expenses/Expenditures On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred, if measurable, and typically paid within 90 days. Principal and interest on long-term obligations, which has not matured, are recognized when paid in the governmental funds as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds but are recognized in the government-wide statements.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the Statement of Cash Flows.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Investments

Investments held at June 30, 2012, with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year-end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

Stores Inventories

Inventories consist of expendable food and supplies held for consumption. Inventories are stated at cost, on the weighted average basis. The costs of inventory items are recorded as expenditures in the governmental type funds and expenses in the proprietary type funds when used.

Capital Assets and Depreciation

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. General capital assets are long-lived assets of the District. The District maintains a capitalization threshold of \$5,000. The District does not possess any infrastructure. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized, but are expensed as incurred.

When purchased, such assets are recorded as expenditures in the governmental funds and capitalized in the government-wide financial Statement of Net Assets. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement cost. Donated capital assets are capitalized at estimated fair market value on the date donated.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation basis for proprietary fund capital assets are the same as those used for the capital assets of governmental funds.

Depreciation of capital assets is computed and recorded by the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 25 to 50 years; improvements/infrastructure, 5 to 50 years; equipment, 2 to 20 years.

Interfund Balances

On fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "interfund receivables/payables." These amounts are eliminated in the governmental activities column of the Statement of Net Assets.

Compensated Absences

Compensated absences are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the government-wide Statement of Net Assets. For governmental funds, the current portion of unpaid compensated absences is recognized upon the occurrence of relevant events such as employee resignations and retirements that occur prior to year-end that have not yet been paid with expendable available financial resources. These amounts are reported in the fund from which the employees who have accumulated leave are paid.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Sick leave is accumulated without limit for each employee at the rate of one day for each month worked. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Credit for unused sick leave is applicable to all certificated employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full-time.

Accrued Liabilities and Long-Term Obligations

All payables, accrued liabilities, and long-term obligations are reported in the government-wide and proprietary fund financial statements. In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as obligations of the funds.

However, claims and judgments, compensated absences, special termination benefits, and contractually required pension contributions that will be paid from governmental funds are reported as a liability in the fund financial statements only to the extent that they are due for payment during the current year. Bonds, capital leases, and long-term loans are recognized as a liability on the fund financial statements when due.

Deferred Issuance Costs, Premiums and Discounts

In the government-wide financial statements and in the proprietary fund type financial statements, long-term obligations are reported as liabilities in the applicable governmental activities or proprietary fund Statement of Net Assets. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the straight line method.

Fund Balances - Governmental Funds

As of June 30, 2012, fund balances of the governmental funds are classified as follows:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed - amounts that can be used only for specific purposes determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through resolutions or other action as approved by the governing board.

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the District's adopted policy, only the governing board or chief business officer/assistant superintendent of business services may assign amounts for specific purposes.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Unassigned - all other spendable amounts.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Minimum Fund Balance Policy

The governing board adopted a minimum fund balance policy for the General Fund in order to protect the District against revenue shortfalls or unpredicted one-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of General Fund expenditures and other financing uses.

Net Assets

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net assets are available. The government-wide financial statements report \$3,403,822 of restricted net assets.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. For the District, these revenues are insurance premiums. Operating expenses are necessary costs incurred to provide the good or service that is the primary activity of the fund. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after non-operating revenues/expenses in proprietary funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented on the financial statements. Interfund transfers are eliminated in the governmental columns of the Statement of Activities.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Budgetary Data

The budgetary process is prescribed by provisions of the California Education Code and requires the governing board to hold a public hearing and adopt an operating budget no later than July 1 of each year. The District governing board satisfied these requirements. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for. For budget purposes, on behalf payments have not been included as revenue and expenditures as required under generally accepted accounting principles.

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Orange bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

New Accounting Pronouncements

In November 2010, GASB issued Statement No. 61, *The Financial Reporting Entity: Omnibus-an amendment of GASB Statements No. 14 and No. 34*. The objective of this Statement is to improve financial reporting for a governmental financial reporting entity. The requirements of GASB Statement No. 14, *The Financial Reporting Entity*, and the related financial reporting requirements of GASB Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*, were amended to better meet user needs and to address reporting entity issues that have arisen since the issuance of those Statements.

This Statement modifies certain requirements for inclusion of component units in the financial reporting entity. For organizations that previously were required to be included as component units by meeting the fiscal dependency criterion, a financial benefit or burden relationship also would need to be present between the primary government and that organization for it to be included in the reporting entity as a component unit. Further, for organizations that do not meet the financial accountability criteria for inclusion as component units but that, nevertheless, should be included because the primary government's management determines that it would be misleading to exclude them, this Statement clarifies the manner in which that determination should be made and the types of relationships that generally should be considered in making the determination.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

In June 2012, GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of Statement No. 27*. The primary objective of this Statement is to improve accounting and financial reporting by state and local governments for pensions. It also improves information provided by State and local governmental employers about financial support for pensions that is provided by other entities. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for pensions with regard to providing decision-useful information, supporting assessments of accountability and inter-period equity, and creating additional transparency.

This Statement replaces the requirements of Statement No. 27, *Accounting for Pensions by State and Local Governmental Employers*, as well as the requirements of Statement No. 50, *Pension Disclosures*, as they relate to pensions that are provided through pension plans administered as trusts or equivalent arrangements (hereafter jointly referred to as trusts) that meet certain criteria. The requirements of Statements No. 27 and No. 50 remain applicable for pensions that are not covered by the scope of this Statement.

This Statement is effective for fiscal years beginning after June 15, 2014. Earlier implementation is encouraged.

NOTE 2 - DEPOSITS AND INVESTMENTS

Summary of Deposits and Investments

Deposits and investments as of June 30, 2012, are classified in the accompanying financial statements as follows:

Governmental activities	\$ 24,031,091
Fiduciary funds	51,881
Total Deposits and Investments	<u>\$ 24,082,972</u>

Deposits and investments as of June 30, 2012, consisted of the following:

Cash on hand and in banks	\$ 361,642
Cash in revolving	35,000
Investments	23,686,330
Total Deposits and Investments	<u>\$ 24,082,972</u>

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment In One Issuer
Money Market Mutual Funds	N/A	20%	10%
County Pooled Investment Funds	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the County Pool and money market mutual funds.

The District monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio. Information about the weighted average maturity of the District's portfolio is presented in the following schedule:

Investment Type	Fair Value	Average days to Maturity
County Pool	<u>\$ 23,657,906</u>	347

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

Investment Type	Minimum Legal Rating	Rating June 30, 2012	Fair Value
County Pool	N/A	AAAm	<u>\$ 23,657,906</u>

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

Custodial Credit Risk – Deposits

This is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a policy for custodial credit risk. As of June 30, 2012, the District maintained cash deposits in the amount of \$212,353 with various financial institutions. The cash deposits in financial institutions were covered under the FDIC insurance program.

NOTE 3 - RECEIVABLES

Receivables at June 30, 2012, consisted of intergovernmental grants, entitlements, interest, and other local sources. All receivables are considered collectible in full.

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Internal Service Fund	Total Governmental Activities
Federal Government					
Categorical aid	\$ 916,850	\$ -	\$ 81,763	\$ -	\$ 998,613
State Government					
Apportionment	6,077,257	-	-	-	6,077,257
Categorical aid	2,123,202	-	42,687	-	2,165,889
Lottery	473,870	-	-	-	473,870
Local Government					
Interest	334	8,333	604	185	9,456
Other Local Sources	206,554	-	33,715	74,333	314,602
Total	<u>\$ 9,798,067</u>	<u>\$ 8,333</u>	<u>\$ 158,769</u>	<u>\$ 74,518</u>	<u>\$ 10,039,687</u>

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2012, was as follows:

	Balance July 1, 2011	Additions	Deductions	Balance June 30, 2012
Governmental Activities				
Capital Assets Not Being Depreciated				
Land	\$ 6,983,046	\$ -	\$ -	\$ 6,983,046
Construction in process	6,602,648	-	-	6,602,648
Total Capital Assets				
Not Being Depreciated	13,585,694	-	-	13,585,694
Capital Assets Being Depreciated				
Buildings and improvements	84,876,997	92,542	-	84,969,539
Furniture and equipment	6,437,240	150,924	29,438	6,558,726
Total Capital Assets				
Being Depreciated	91,314,237	243,466	29,438	91,528,265
Less Accumulated Depreciation				
Buildings and improvements	15,681,921	546,389	-	16,228,310
Furniture and equipment	4,302,123	474,721	29,438	4,747,406
Total Accumulated Depreciation	19,984,044	1,021,110	29,438	20,975,716
Governmental Activities Capital Assets, Net	<u>\$ 84,915,887</u>	<u>\$ (777,644)</u>	<u>\$ -</u>	<u>\$ 84,138,243</u>

Depreciation expense was charged to governmental functions as follows:

Governmental Activities	
Instruction	\$ 636,356
Supervision of instruction	2,349
Instructional library, media, and technology	10,926
School site administration	8,884
Home-to-school transportation	29,408
Food services	12,049
Data processing	5,514
All other general administration	81,382
Plant services	234,242
Total Depreciation Expenses Governmental Activities	<u>\$ 1,021,110</u>

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 5 - INTERFUND TRANSACTIONS

Interfund Receivables/Payables (Due To/Due From)

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund receivable and payable balances at June 30, 2012, between major and non-major governmental funds, and internal service funds are as follows:

Due From	Due To				Total
	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Internal Service Fund	
General Fund	\$ -	\$ 3,000,000	\$ 9,132	\$ 118	\$ 3,009,250
Non-Major Governmental Funds	107,035	-	844	-	107,879
Internal Service Fund	52	-	-	-	52
Total	<u>\$ 107,087</u>	<u>\$ 3,000,000</u>	<u>\$ 9,976</u>	<u>\$ 118</u>	<u>\$ 3,117,181</u>

A balance of \$3,000,000 is due to the Special Reserve Fund for Capital Outlay Projects from the General Fund for a temporary loan.

A balance of \$87,868 is due to the General Fund from the Child Development (Non-Major) Fund for indirect costs.

A balance of \$15,000 is due to the General Fund from the Cafeteria (Non-Major) Fund for indirect costs.

All remaining balance resulted from the time lag between the date that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Operating Transfers

Interfund transfers for the year ended June 30, 2012, consisted of the following:

Transfer To	Transfer From		Total
	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	
General Fund	\$ 2,000,000	\$ 32,246	\$ 2,032,246

The Deferred Maintenance Fund Non-Major Governmental Fund transferred to the General Fund with intent to close out the fund.	\$ 32,197
The Special Reserve Fund for Capital Outlay Projects Fund transferred to the General Fund to cover deficit spending.	2,000,000
The Special Reserve Fund for Other than Capital Outlay Projects Non-Major Governmental Fund transferred to the General Fund to close out the fund.	49
Total	<u>\$ 2,032,246</u>

Interfund transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

NOTE 6 - ACCOUNTS PAYABLE

Accounts payable at June 30, 2012, consisted of the following:

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Internal Service Fund	Total Governmental Activities
Vendor payables	\$ 998,769	\$ 1,462	\$ 60,905	\$ 16,288	\$ 1,077,424
Salaries and benefits	1,486,474	-	222,255	3,150	1,711,879
Total	<u>\$ 2,485,243</u>	<u>\$ 1,462</u>	<u>\$ 283,160</u>	<u>\$ 19,438</u>	<u>\$ 2,789,303</u>

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 7 - DEFERRED REVENUE

Deferred revenue at June 30, 2012, consisted of the following:

	General Fund
Federal financial assistance	<u>\$ 71,146</u>

NOTE 8 - LONG-TERM OBLIGATIONS

Summary

The changes in the District's long-term obligations during the year consisted of the following:

	Balance July 1, 2011	Additions	Deductions	Balance June 30, 2012	Due in One Year
Certificates of participation	\$ 10,980,000	\$ 8,680,000	\$ 10,980,000	\$ 8,680,000	\$ -
Compensated absences	259,589	197,961	-	457,550	-
Capital leases	-	143,110	29,109	114,001	27,091
Other postemployment benefits (OPEB)	12,734	668,767	668,767	12,734	-
	<u>\$ 11,252,323</u>	<u>\$ 9,689,838</u>	<u>\$ 11,677,876</u>	<u>\$ 9,264,285</u>	<u>\$ 27,091</u>

- Payments on the Certificates of Participation are made by the Special Reserve Fund for Capital Outlay Projects.
- Payments for capital leases are made by the General Fund.
- Payments for compensated absences are typically liquidated by the General Fund and Non-Major Governmental Funds.
- Payments for the Other Postemployment Benefits (OPEB) are made by the General Fund.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Certificates of Participation

In December 2011, the Fountain Valley School District issued 8,680,000 in Refunded Certificates of Participation with an interest rate of 2.75 percent. The purpose of the issue was to refund the District's existing 2004 Certificate of Participation. As of June 30, 2012, the principal balance outstanding was \$8,680,000.

The certificates mature through 2020 as follows:

Year Ending June 30,	Principal	Interest	Total
2013	\$ -	\$ 238,700	\$ 238,700
2014	-	238,700	238,700
2015	1,345,000	229,488	1,574,488
2016	1,385,000	192,225	1,577,225
2017	1,425,000	153,794	1,578,794
2018-2020	4,525,000	209,481	4,734,481
Total	<u>\$ 8,680,000</u>	<u>\$ 1,262,388</u>	<u>\$ 9,942,388</u>

Accumulated Unpaid Employee Vacation

The long-term portion of accumulated unpaid employee vacation for the District at June 30, 2012, amounted to \$457,550.

Other Postemployment Benefits (OPEB) Obligation

The District's annual required contribution for the year ended June 30, 2012, was \$668,694, and contributions made by the District during the year were \$668,767. Interest on the net OPEB obligation and adjustments to the annual required contribution were \$637 and (\$564), respectively, which resulted in no change to the net OPEB obligation of \$12,734. As of June 30, 2012, the net OPEB obligation was \$12,734. See Note 11 for additional information regarding the OPEB obligation and the postemployment benefits plan.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 9 - FUND BALANCES

Fund balances are composed of the following elements:

	General Fund	Special Reserve Fund for Capital Outlay Projects	Non-Major Governmental Funds	Total
Nonspendable				
Revolving cash	\$ 35,000	\$ -	\$ -	\$ 35,000
Stores inventories	96,508	-	4,474	100,982
Prepaid expenditures	2,550	-	-	2,550
Total Nonspendable	134,058	-	4,474	138,532
Restricted				
Legally restricted programs	1,641,775	-	1,216,431	2,858,206
Capital projects	-	-	197,994	197,994
Total Restricted	1,641,775	-	1,414,425	3,056,200
Committed				
Deferred maintenance program	-	-	27	27
Capital projects	-	10,857,563	-	10,857,563
Total Committed	-	10,857,563	27	10,857,590
Assigned				
Capital projects	-	12,831,350	541,224	13,372,574
Unassigned				
Remaining unassigned	3,121,837	-	-	3,121,837
Total	\$ 4,897,670	\$ 23,688,913	\$ 1,960,150	\$ 30,546,733

NOTE 10 - LEASE REVENUES

The District has property held for lease with an estimated cost of \$9,350,000 and accumulated depreciation of \$735,600. Lease agreements have been entered into with various lessors for terms that exceed one year. None of the agreements contain purchase options. All of the agreements contain a termination clause providing for cancellation after a specified number of days written notice to lessors, but is unlikely that the District will cancel any of the agreements prior to their expiration date. As of June 30, 2012, the District has received \$108,570 in lease revenues.

On May 5, 2011, Fountain Valley School District, a public school district duly organized and existing under Chapter 1 of Division 3 of Title 2 of the Education Code of the State of California (District or Seller) and Tri Pointe Homes, LLC, a Delaware limited liability company (Buyer) have agreed to the sale of the Lamb Elementary School property located at 10251 Yorktown Street, Huntington Beach, California in the amount of \$35,000,000. As of June 30, 2012 the District has received \$6,000,000 as the first installment payment related to the sale of the property. The agreement is expected to be completed and finalized by fiscal year 2012-2013.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE 11 - POSTEMPLOYMENT HEALTH CARE PLAN AND OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION

Plan Description

The Postemployment Benefits Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the Fountain Valley School District. The Plan provides medical, vision, and dental insurance benefits to eligible retirees and their spouses. Membership of the Plan consists of 86 retirees and beneficiaries currently receiving benefits, and 422 active Plan members.

Contribution Information

The contribution requirements of Plan members and the District are established and may be amended by the District and the Teachers Association (FVEA), the local California Service Employees Association (CSEA), and unrepresented groups. The required contribution is based on projected pay-as-you-go financing requirements, with an additional amount to prefund benefits as determined annually through the agreements between the District, FVEA, CSEA, and the unrepresented groups. For fiscal year 2011-2012, the District contributed \$668,767 to the Plan, all of which was used for current premiums (100 percent of total premiums, with a cap of \$8,000).

Annual OPEB Cost and Net OPEB Obligation

The District's annual OPEB cost (expense) is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities (UAAL) (or funding excess) over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the Plan, and changes in the District's net OPEB obligation to the Plan:

Annual required contribution	\$ 668,694
Interest on net OPEB obligation	637
Adjustment to annual required contribution	(564)
Annual OPEB cost (expense)	<u>668,767</u>
Contributions made	<u>(668,767)</u>
Increase in net OPEB obligation	-
Net OPEB obligation, beginning of year	12,734
Net OPEB obligation, end of year	<u><u>\$ 12,734</u></u>

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Trend Information

Trend information for annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net OPEB obligation is as follows:

Year Ended June 30,	Annual OPEB Cost	Actual Employer Contribution	Percentage Contributed	Net OPEB Obligation
2009	\$ 668,694	\$ 655,960	98.10%	\$ 12,734
2010	668,767	668,767	100.00%	12,734
2011	668,767	668,767	100.00%	12,734

Funded Status and Funding Progress

The schedule of funding progress presented as required supplementary information following the notes to the financial statements, presents multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. As of October 1, 2007, the most recent actuarial valuation date, the plan was not funded. The actuarial accrued liability for benefits was \$6,291,967, and the actuarial value of assets was zero, resulting in an UAAL of \$6,291,967.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the Plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the October 1, 2007, actuarial valuation, the unprojected unit credit method was used. The actuarial assumptions included a six percent investment rate of return. The UAAL is being amortized at a level dollar method. The remaining amortization period at June 30, 2012, was 26 years.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

NOTE 12 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft, damage and destruction of assets; errors and omissions; injuries to employees; life and health of employees; and natural disasters. The District purchases commercial insurance for property damage with coverage up to a maximum of \$300 million, subject to various policy sublimits generally ranging from \$1 million to \$50 million and deductibles ranging from \$25,000 to \$300,000 per occurrence. The District also purchases commercial insurance for general liability claims with coverage up to \$1 million per occurrence and \$2 million aggregate, with excess liability coverage over \$25 million, all subject to various deductibles up to \$20,000 per occurrence and per employee policy limit, subject to a deductible of \$100,000 per occurrence per claim, up to a maximum of \$1.5 million for 2011. Employee health benefits are covered by a commercial insurance policy purchased by the District. The District provides health insurance benefits to District employees electing to participate in the plan by paying a monthly premium based on the number of District employees participating in the plan.

Property and Liability

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2012, the District contracted with Southern California Regional Liability Excess Fund (ReLiEF) for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

The workers' compensation program is administered through self-insurance and the purchase of commercial insurance. The workers' compensation program, for which the District retains risk of loss, is administered by the Self-Insurance Fund. Excess coverage is obtained through the purchase of commercial insurance. For insured programs, there have been no significant reductions in insurance coverage. Settlement amounts have not exceeded insurance coverage for the current year or the prior three years.

Employee Medical Benefits

The District has contracted with the Orange County Fringe Benefits (OCFB) to provide employee health benefits. OFCB is a shared risk pool comprised of District members in California. Rates are set through an annual calculation process. The District pays a monthly contribution, which is placed in a common fund from which claim payments are made for all participating Districts. Claims are paid for all participants regardless of claims flow. The Board of Directors has a right to return monies to a district subsequent to the settlement of all expenses and claims if a district withdraws from the pool.

Claims Liabilities

The District records an estimated liability for indemnity torts and other claims against the District. Claims liabilities are based on estimates of the ultimate cost of reported claims (including future claim adjustment expenses) and an estimate for claims incurred, but not reported based on historical experience.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

Unpaid Claims Liabilities

The fund establishes a liability for both reported and unreported events, which includes estimates of both future payments of losses and related claim adjustment expenses. The following represent the changes in approximate aggregate liabilities for the District from July 1, 2010 to June 30, 2012:

	Workers' Compensation
Liability Balance, June 30, 2010	\$ 202,832
Claims and changes in estimates	588,509
Claims payments	(595,364)
Liability Balance, June 30, 2011	195,977
Claims and changes in estimates	(266,126)
Claims payments	244,700
Liability Balance, June 30, 2012	\$ 174,551
Assets available to pay claims at June 30, 2012	\$ 818,704

NOTE 13 - EMPLOYEE RETIREMENT SYSTEMS

Qualified employees are covered under multiple-employer retirement plans maintained by agencies of the State of California. Certificated employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

CalSTRS

Plan Description

The District contributes to the CalSTRS; a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalSTRS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. CalSTRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7919 Folsom Blvd., Sacramento, California 95826.

Funding Policy

Active plan members are required to contribute 8.0 percent of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by CalSTRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2011-2012 was 8.25 percent of annual payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to CalSTRS for the fiscal years ending June 30, 2012, 2011, and 2010, were \$1,896,870, \$1,841,403, and \$1,884,074, respectively, and equal 100 percent of the required contributions for each year.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

CalPERS

Plan Description

The District contributes to the School Employer Pool under the CalPERS; a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95811.

Funding Policy

Active plan members are required to contribute 7.0 percent of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2011-2012 was 10.923 percent of covered payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to CalPERS for the fiscal years ending June 30, 2012, 2011, and 2010, were \$1,043,319, \$1,006,083, and \$958,570, respectively, and equal 100 percent of the required contributions for each year.

Alternate Retirement System

The District also contributes to the Public Agency Retirement System (PARS), which is a defined contribution pension plan. A defined contribution pension plan provides pension benefits in return for services rendered, provides an individual account for each participant, and specifies how contributions to the individual's account are to be determined instead of specifying the amount of benefits the individual is to receive. Under a defined contribution pension plan, the benefits a participant will receive depend solely on the amount contributed to the participant's account, the returns earned on investments of those contributions, and forfeitures of other participants' benefits that may be allocated to such participant's account.

As established by Federal law, all public sector employees who are not members of their employee's existing retirement system (CalSTRS or CalPERS) must be covered by Social Security or an alternative plan. The District has elected to use PARS as its alternative plan. Contributions made by the District and an employee vest immediately. The District contributes 1.3 percent for part-time classified staff's gross earnings.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS in the amount of \$1,125,276 (4.855 percent of the 2009-2010 annual payroll). Contributions are no longer appropriated in the annual *Budget Act* for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS). Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures; however, guidance received from the California Department of Education advises local educational agencies not to record these amounts in the Annual Financial and Budget Report. These amounts have not been included in the budgeted amounts reported in the *General Fund - Budgetary Comparison Schedule*. These amounts have been recorded in these financial statements. On behalf payments have been excluded from the calculation of available reserves.

NOTE 14 - COMMITMENTS AND CONTINGENCIES

Grants

The District received financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2012.

Litigation

The District is not currently a party to any legal proceedings.

Construction Commitments

As of June 30, 2012, the District had no construction commitments with respect to unfinished capital projects.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTES TO FINANCIAL STATEMENTS JUNE 30, 2012

NOTE 15 - PARTICIPATION IN JOINT POWERS AUTHORITIES

The District is a member of the Schools' Excess Liability Fund (SELF) and Orange County Fringe Benefits (OCFB) Joint Powers Authorities (JPAs), and the Southern California Regional Liability Excess Fund (SoCal ReLiEF). The District pays an annual premium to each entity for its health, workers' compensation, and property liability coverage. Payments for services are paid to the JPAs. The relationships between the District and the JPAs are such that they are not component units of the District for financial reporting purposes.

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. Audited financial statements are available from the respective entities.

The District has appointed one board member to the governing board of each entity.

During the year ended June 30, 2012, the District made payments of \$8,625, \$418,972, and \$229,604 to SELF, OCFB, and SoCal ReLiEF, respectively, for health and welfare benefits and other insurance services. At June 30, 2012, the District had no payables or receivables related to the JPAs.

NOTE 16 - EXPENDITURES (BUDGET VERSUS ACTUAL)

At June 30, 2012, the following District major fund exceeded the budgeted amount in total as follows:

	Expenditures and Other Uses		
	Budget	Actual	Excess
Funds			
General Fund	\$ 45,209,869	\$ 47,361,290	\$ 2,151,421

NOTE 17 - FISCAL ISSUES RELATING TO BUDGET REDUCTIONS

The State of California continues to suffer the effects of a recessionary economy. California school districts are reliant on the State of California to appropriate the funding necessary to continue the level of educational services expected by the State constituency. With the implementation of education trailer bill Senate Bill 70 (Chapter 7, Statutes of 2011), 39 percent of current year funding has now been deferred to a subsequent period, creating significant cash flow management issues for districts in addition to requiring substantial budget reductions, ultimately impacting the ability of California school districts to meet their goals for educational services.

REQUIRED SUPPLEMENTARY INFORMATION

FOUNTAIN VALLEY SCHOOL DISTRICT

GENERAL FUND BUDGETARY COMPARISON SCHEDULE FOR THE YEAR ENDED JUNE 30, 2012

	Budgeted Amounts		Actual	Variances -
	Original	Final	(GAAP Basis)	Positive (Negative) Final to Actual
REVENUES				
Revenue limit sources	\$ 30,871,284	\$ 31,106,105	\$ 30,927,051	\$ (179,054)
Federal sources	1,660,984	1,825,677	3,639,697	1,814,020
Other State sources	4,800,553	4,896,289	6,471,573	1,575,284
Other local sources	4,387,299	4,360,621	4,933,696	573,075
Total Revenues ¹	41,720,120	42,188,692	45,972,017	3,783,325
EXPENDITURES				
Current				
Certificated salaries	22,278,625	22,388,557	22,938,582	(550,025)
Classified salaries	8,830,949	8,962,158	9,099,759	(137,601)
Employee benefits	8,661,545	8,586,329	9,806,435	(1,220,106)
Books and supplies	1,534,069	1,394,022	1,415,608	(21,586)
Services and operating expenditures	3,656,169	3,691,939	3,551,061	140,878
Other outgo	236,242	111,747	374,820	(263,073)
Capital outlay	73,900	75,117	122,195	(47,078)
Debt service - principal	-	-	29,109	(29,109)
Debt service - interest	-	-	23,721	(23,721)
Total Expenditures ¹	45,271,499	45,209,869	47,361,290	(2,151,421)
Excess (Deficiency) of Revenues Over Expenditures	(3,551,379)	(3,021,177)	(1,389,273)	1,631,904
Other Financing Sources (Uses)				
Transfers in	3,071,353	2,309,701	2,032,246	(277,455)
Other sources	-	-	143,110	143,110
Net Financing Sources (Uses)	3,071,353	2,309,701	2,175,356	(134,345)
NET CHANGE IN FUND BALANCES	(480,026)	(711,476)	786,083	1,497,559
Fund Balance - Beginning	4,111,587	4,111,587	4,111,587	-
Fund Balance - Ending	\$ 3,631,561	\$ 3,400,111	\$ 4,897,670	\$ 1,497,559

¹ On behalf payments of \$1,125,276 are included in the actual revenues and expenditures, but have not been included in the budgeted amounts.

FOUNTAIN VALLEY SCHOOL DISTRICT

SCHEDULE OF OTHER POSTEMPLOYMENT BENEFITS (OPEB) FUNDING PROGRESS FOR THE YEAR ENDED JUNE 30, 2012

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) - Unprojected Unit Credit (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a / b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ([b - a] / c)
October 1, 2007	\$ -	\$ 6,291,967	\$ 6,291,967	\$ -	\$ 37,420,733	16.8%

SUPPLEMENTARY INFORMATION

FOUNTAIN VALLEY SCHOOL DISTRICT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Pass-Through Entity Identifying Number	Program Expenditures
U.S. DEPARTMENT OF EDUCATION			
Individuals with Disabilities Act (IDEA)			
Special Education (IDEA) Cluster			
Basic Local Assistance Entitlement, Part B, Section 611	84.027	13379	\$ 973,148
Local Assistance, Part B, Section 611, Private School	84.027	10115	4,441
Basic Local Assistance ARRA, Part B, Section 611	84.391	15003	180,946
Preschool Grants, Part B, Section 619 (Age 3-4-5)	84.173	13430	133,823
Preschool Grants ARRA, Part B, Section 619	84.392	15000	25,777
Preschool Local Entitlement ARRA, Part B, Section 611	84.391	15002	23,071
Total Special Education (IDEA) Cluster			<u>1,341,206</u>
No Child Left Behind Act (NCLB)			
Title I, Part A - Basic Grants Low Income and Neglected	84.010	14329	376,005
Education Jobs Fund	84.410	25152	1,150,264
Title II, Part A Cluster			
Title II, Part A - Improving Teacher Quality Local Grants	84.367	14341	137,830
Title II, Part A - Administrator Training	84.367	14344	4,700
Total Title II, Part A Cluster			<u>142,530</u>
Title III Cluster			
Title III - Limited English Proficient (LEP) Student Program	84.365	14346	66,051
Title III - Immigrant Education Program	84.367	14344	7,424
Total Title III Cluster			<u>73,475</u>
Total U.S. Department of Education			<u>3,083,480</u>
U.S. DEPARTMENT OF AGRICULTURE			
Passed through California Department of Education (CDE):			
Child Nutrition Cluster			
National School Lunch Program	10.555	13524	427,268
Food Distribution	10.555	13524	74,981
Total U.S. Department of Agriculture			<u>502,249</u>
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Passed through California Department of Health Services:			
Medicaid Cluster			
Medi-Cal Billing Option	93.778	10013	152,390
Medical Administrative Activities Program	93.778	10060	115,663
Total U.S. Department of Health and Human Services			<u>268,053</u>
Total Federal Programs			<u>\$ 3,853,782</u>

See accompanying note to supplementary information.

FOUNTAIN VALLEY SCHOOL DISTRICT

LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE JUNE 30, 2012

ORGANIZATION

The Fountain Valley School District was established in 1898, and consists of an area comprising approximately 7.41 square miles. The District operates eight elementary schools and three middle schools. There were no boundary changes during the year.

GOVERNING BOARD

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Ian Collins	President	November 2012
Sandra Crandall	Secretary	November 2014
Christine Allcorn	Member	November 2012
Judith Edwards	Member	November 2014
Jimmy Templin	Member	November 2014

ADMINISTRATION

Marc Ecker, Ph.D.	Superintendent
Steve McMahon	Assistant Superintendent, Business
Scott Martin	Director of Fiscal Services

See accompanying note to supplementary information.

FOUNTAIN VALLEY SCHOOL DISTRICT

SCHEDULE OF AVERAGE DAILY ATTENDANCE FOR THE YEAR ENDED JUNE 30, 2012

		Final Report	
		Second Period	Annual
		Report	Report
ELEMENTARY			
Kindergarten		552	553
First through third		1,888	1,891
Fourth through sixth		2,025	2,025
Seventh and eighth		1,523	1,523
Home and hospital		2	2
Special education		174	176
Total Elementary		<u>6,164</u>	<u>6,170</u>

See accompanying note to supplementary information.

FOUNTAIN VALLEY SCHOOL DISTRICT

SCHEDULE OF INSTRUCTIONAL TIME FOR THE YEAR ENDED JUNE 30, 2012

Grade Level	1982-83	Reduced 1982-83	1986-87	Reduced 1986-87	2011-12	Number of Days		Status
	Actual Minutes	Actual Minutes	Minutes Requirement	Minutes Requirement	Actual Minutes	Traditional Calendar	Multitrack Calendar	
Kindergarten	31,500	29,400	36,000	33,600	36,046	180	N/A	Complied
Grades 1 - 3								
Grade 1	47,250	44,100	50,400	47,040	50,414	180	N/A	Complied
Grade 2	47,250	44,100	50,400	47,040	50,414	180	N/A	Complied
Grade 3	47,250	44,100	50,400	47,040	55,828	180	N/A	Complied
Grades 4 - 6								
Grade 4	54,250	50,633	54,000	50,400	55,828	180	N/A	Complied
Grade 5	54,250	50,633	54,000	50,400	55,828	180	N/A	Complied
Grade 6	54,250	50,633	54,000	50,400	55,851	180	N/A	Complied
Grades 7 - 8								
Grade 7	54,250	50,633	54,000	50,400	55,851	180	N/A	Complied
Grade 8	54,250	50,633	54,000	50,400	55,851	180	N/A	Complied

See accompanying note to supplementary information.

FOUNTAIN VALLEY SCHOOL DISTRICT

RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT WITH AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2012

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2012.

See accompanying note to supplementary information.

FOUNTAIN VALLEY SCHOOL DISTRICT

SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS FOR THE YEAR ENDED JUNE 30, 2012

	(Budget) 2013 ¹	2012	2011	2010
GENERAL FUND				
Revenues	\$ 42,188,692	\$ 45,972,017	\$ 45,078,973	\$ 42,247,704
Other financing sources and transfers in	2,309,701	2,175,356	1,209,625	1,797,109
Total Revenues and Other Sources	44,498,393	48,147,373	46,288,598	44,044,813
Expenditures	45,209,869	47,361,290	45,830,521	47,155,494
INCREASE (DECREASE)				
IN FUND BALANCE	\$ (711,476)	\$ 786,083	\$ 458,077	\$ (3,110,681)
ENDING FUND BALANCE	\$ 4,186,194	\$ 4,897,670	\$ 4,111,587	\$ 3,653,510
AVAILABLE RESERVES ²	\$ 2,610,942	\$ 3,121,837	\$ 3,107,587	\$ 1,801,669
AVAILABLE RESERVES AS A PERCENTAGE OF TOTAL OUTGO ³	5.78%	6.75%	6.93%	3.90%
LONG-TERM OBLIGATIONS	\$ -	\$ 9,264,285	\$ 11,252,323	\$ 12,325,941
K-12 AVERAGE DAILY ATTENDANCE AT P-2	6,164	6,164	6,117	6,051

The General Fund balance has increased by \$1,244,160 over the past two years. The fiscal year 2012-2013 budget projects a decrease of \$711,476 (15 percent). For a district this size, the State recommends available reserves of at least three percent of total General Fund expenditures, transfers out, and other uses (total outgo).

The District has incurred an operating surplus in two of the past three years, but anticipates incurring an operating deficit during the 2012-2013 fiscal year. Total long-term obligations have decreased by \$3,061,656 over the past two years.

Average daily attendance has increased by 113 over the past two years. No change in ADA is anticipated during fiscal year 2012-2013.

¹ Budget 2013 is included for analytical purposes only and has not been subjected to audit.

² Available reserves consist of all unassigned fund balances contained with the General Fund.

³ On behalf payments of \$1,125,276, \$958,074, and \$988,991 have been excluded from the calculation of available reserves for the fiscal years ending June 30, 2012, 2011, and 2010, respectively.

See accompanying note to supplementary information.

FOUNTAIN VALLEY SCHOOL DISTRICT

NON-MAJOR GOVERNMENTAL FUNDS COMBINING BALANCE SHEET JUNE 30, 2012

	Child Development Fund	Cafeteria Fund	Deferred Maintenance Fund
ASSETS			
Deposits and investments	\$ 1,021,903	\$ 383,972	\$ 18
Receivables	69,113	87,466	11
Due from other funds	6,342	3,634	-
Stores inventories	-	4,474	-
Total Assets	\$ 1,097,358	\$ 479,546	\$ 29
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 197,878	\$ 50,242	\$ 2
Due to other funds	92,317	15,562	-
Total Liabilities	290,195	65,804	2
Fund Balances:			
Nonspendable	-	4,474	-
Restricted	807,163	409,268	-
Committed	-	-	27
Assigned	-	-	-
Total Fund Balances	807,163	413,742	27
Total Liabilities and Fund Balances	\$ 1,097,358	\$ 479,546	\$ 29

See accompanying note to supplementary information.

Building Fund	Capital Facilities Fund	County School Facilities Fund	Total Non-Major Governmental Funds
\$ 232,997	\$ 538,998	\$ 82	\$ 2,177,970
-	2,179	-	158,769
-	-	-	9,976
-	-	-	4,474
<u>\$ 232,997</u>	<u>\$ 541,177</u>	<u>\$ 82</u>	<u>\$ 2,351,189</u>

\$ 35,003	\$ 35	\$ -	\$ 283,160
-	-	-	107,879
<u>35,003</u>	<u>35</u>	<u>-</u>	<u>391,039</u>
-	-	-	4,474
197,994	-	-	1,414,425
-	-	-	27
-	541,142	82	541,224
<u>197,994</u>	<u>541,142</u>	<u>82</u>	<u>1,960,150</u>
<u>\$ 232,997</u>	<u>\$ 541,177</u>	<u>\$ 82</u>	<u>\$ 2,351,189</u>

FOUNTAIN VALLEY SCHOOL DISTRICT

NON-MAJOR GOVERNMENTAL FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE YEAR ENDED JUNE 30, 2012

	Child Development Fund	Cafeteria Fund	Deferred Maintenance Fund
REVENUES			
Federal sources	\$ -	\$ 502,249	\$ -
Other State sources	150,806	31,027	-
Other local sources	1,835,805	767,685	186
Total Revenues	1,986,611	1,300,961	186
EXPENDITURES			
Current			
Instruction	1,566,837	-	-
Instruction-related activities:			
Supervision of instruction	289,116	-	-
Pupil services:			
Food services	-	1,145,395	-
All other pupil services	1,290	-	-
General administration:			
All other general administration	87,868	15,000	-
Plant services	54,449	-	28
Facility acquisition and construction	15,397	-	-
Total Expenditures	2,014,957	1,160,395	28
Excess (Deficiency) of Revenues Over Expenditures	(28,346)	140,566	158
OTHER FINANCING SOURCES (USES)			
Transfers out	-	-	(32,197)
NET CHANGE IN FUND BALANCES	(28,346)	140,566	(32,039)
Fund Balances - Beginning	835,509	273,176	32,066
Fund Balances - Ending	\$ 807,163	\$ 413,742	\$ 27

See accompanying note to supplementary information.

Special Reserve Fund for Other Than Capital Outlay Projects	Building Fund	Capital Facilities Fund	County School Facilities Fund	Total Non-Major Governmental Funds
\$ -	\$ -	\$ -	\$ -	\$ 502,249
-	-	-	-	181,833
49	166,487	142,174	37	2,912,423
49	166,487	142,174	37	3,596,505
-	-	-	-	1,566,837
-	-	-	-	289,116
-	-	-	-	1,145,395
-	-	-	-	1,290
-	-	-	-	102,868
-	203,964	-	-	258,441
-	-	9,073	-	24,470
-	203,964	9,073	-	3,388,417
49	(37,477)	133,101	37	208,088
(49)	-	-	-	(32,246)
-	(37,477)	133,101	37	175,842
-	235,471	408,041	45	1,784,308
\$ -	\$ 197,994	\$ 541,142	\$ 82	\$ 1,960,150

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2012

NOTE 1 - PURPOSE OF SCHEDULES

Schedule of Expenditures of Federal Awards

The accompanying Schedule of Expenditures of Federal Awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the financial statements.

The following schedule provides reconciliation between revenues reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances and the related expenditures reported on the Schedule of Expenditures of Federal Awards. Medi-Cal Billing Option funds have been recorded in the current period as revenues that have not been expended as of June 30, 2012. These unspent balances are reported as legally restricted ending balances within the General Fund.

Description	CFDA Number	Amount
Total Federal Revenues Reported From the Statement of Revenues, Expenditures, and Changes in Fund Balances:		\$ 4,141,946
Medi-Cal Billing Option	93.778	(231,163)
Medical Administrative Activities Program	93.778	(57,001)
Total Schedule of Expenditures of Federal Awards		<u>\$ 3,853,782</u>

Local Education Agency Organization Structure

This schedule provides information about the District's boundaries and schools operated, members of the governing board, and members of the administration.

Schedule of Average Daily Attendance (ADA)

Average daily attendance (ADA) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to school districts. This schedule provides information regarding the attendance of students at various grade levels and in different programs.

FOUNTAIN VALLEY SCHOOL DISTRICT

NOTE TO SUPPLEMENTARY INFORMATION JUNE 30, 2012

Schedule of Instructional Time

The District has received incentive funding for increasing instructional time as provided by the Incentives for Longer Instructional Day. This schedule presents information on the amount of instructional time offered by the District and whether the District complied with the provisions of *Education Code* Sections 46200 through 46206.

Districts must maintain their instructional minutes at either the 1982-83 actual minutes or the 1986-87 requirements, whichever is greater, as required by *Education Code* Section 46201.

Reconciliation of Annual Financial and Budget Report With Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual Financial Report to the audited financial statements.

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Non-Major Governmental Funds - Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances

The Non-Major Governmental Funds Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances is included to provide information regarding the individual funds that have been included in the Non-Major Governmental Funds column on the Governmental Funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances.

INDEPENDENT AUDITORS' REPORTS



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Governing Board
Fountain Valley School District
Fountain Valley, California

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Fountain Valley School District as of and for the year ended June 30, 2012, which collectively comprise Fountain Valley School District's basic financial statements and have issued our report thereon dated November 19, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

As discussed in the Notes to the basic financial statements, the State of California continues to suffer the effects of a recessionary economy, which directly impacts the funding requirements of the State of California to the K-12 educational community.

Internal Control Over Financial Reporting

Management of Fountain Valley School District is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered Fountain Valley School District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Fountain Valley School District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of Fountain Valley School District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Fountain Valley School District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the governing board, management, the California Department of Education, the State Controller's Office, Federal awarding agencies, and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Vavrinek, Trine, Day & Co. LLP

Rancho Cucamonga, California
November 19, 2012



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH
REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL
EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

Governing Board
Fountain Valley School District
Fountain Valley, California

Compliance

We have audited Fountain Valley School District's compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Fountain Valley School District's major Federal programs for the year ended June 30, 2012. Fountain Valley School District's major Federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major Federal programs is the responsibility of Fountain Valley School District's management. Our responsibility is to express an opinion on Fountain Valley School District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about Fountain Valley School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Fountain Valley School District's compliance with those requirements.

In our opinion, Fountain Valley School District complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the year ended June 30, 2012.

Internal Control Over Compliance

The management of Fountain Valley School District is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to Federal programs. In planning and performing our audit, we considered Fountain Valley School District's internal control over compliance with the requirements that could have a direct and material effect on a major Federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Fountain Valley School District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a Federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a Federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the governing board, management, the California Department of Education, the State Controller's Office, Federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vavrinek, Trine, Day & Co. LLP

Rancho Cucamonga, California
November 19, 2012



INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Governing Board
Fountain Valley School District
Fountain Valley, California

We have audited Fountain Valley School District's compliance with the requirements as identified in the *Standards and Procedures for Audit of California K-12 Local Educational Agencies 2011-2012* applicable to Fountain Valley School District's government programs as noted below for the year ended June 30, 2012. Compliance with the requirements referred to above is the responsibility of Fountain Valley School District's management. Our responsibility is to express an opinion on Fountain Valley School District's compliance based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Standards and Procedures for Audits of California K-12 Local Educational Agencies 2011-2012* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the applicable government programs noted below. An audit includes examining, on a test basis, evidence about Fountain Valley School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions. Our audit does not provide a legal determination of Fountain Valley School District's compliance with those requirements.

In our opinion, Fountain Valley School District complied, in all material respects, with the compliance requirements referred to above that are applicable to the government programs noted below that were audited for the year ended June 30, 2012.

In connection with the audit referred to above, we selected and tested transactions and records to determine Fountain Valley School District's compliance with the State laws and regulations applicable to the following items:

	Procedures in Audit Guide	Procedures Performed
Attendance Accounting:		
Attendance reporting	6	Yes
Teacher Certification and Misassignments	3	Yes
Kindergarten continuance	3	Yes
Independent study	23	Not Applicable
Continuation education	10	Not Applicable

	Procedures in Audit Guide	Procedures Performed
Instructional Time:		
School districts	6	Yes
County offices of education	3	Not Applicable
Instructional Materials:		
General requirements	8	Yes
Ratios of Administrative Employees to Teachers	1	Yes
Classroom Teacher Salaries	1	Yes
Early Retirement Incentive	4	Not Applicable
Gann Limit Calculation	1	Yes
School Accountability Report Card	3	Yes
Public Hearing Requirement - Receipt of Funds	1	Yes
Juvenile Court Schools	8	Not Applicable
Exclusion of Pupils - Pertussis Immunization	2	Yes
Class Size Reduction Program (including in charter schools):		
General requirements	7	Yes
Option one classes	3	Yes
Option two classes	4	Not Applicable
Districts or charter schools with only one school serving K-3	4	Not Applicable
After School Education and Safety Program:		
General requirements	4	Not Applicable
After school	5	Not Applicable
Before school	6	Not Applicable
Charter Schools:		
Contemporaneous records of attendance	3	Not Applicable
Mode of instruction	1	Not Applicable
Non classroom-based instruction/independent study	15	Not Applicable
Determination of funding for non classroom-based instruction	3	Not Applicable
Annual instruction minutes classroom based	4	Not Applicable

This report is intended solely for the information and use of the governing board, management, the California Department of Education, the State Controller's Office, the California Department of Finance, Federal awarding agencies, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Vavrinek, Trine, Day & Co. LLP

Rancho Cucamonga, California
November 19, 2012

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOUNTAIN VALLEY SCHOOL DISTRICT

SUMMARY OF AUDITORS' RESULTS FOR THE YEAR ENDED JUNE 30, 2012

FINANCIAL STATEMENTS

Type of auditors' report issued:	<u>Unqualified</u>
Internal control over financial reporting:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>None reported</u>
Noncompliance material to financial statements noted?	<u>No</u>

FEDERAL AWARDS

Internal control over major programs:	
Material weaknesses identified?	<u>No</u>
Significant deficiencies identified?	<u>None reported</u>
Type of auditors' report issued on compliance for major programs:	<u>Unqualified</u>
Identification of major programs:	

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
<u>93.778</u>	<u>Medicaid Cluster</u>
<u>84.410</u>	<u>Education Jobs Fund</u>
<u>10.555</u>	<u>Child Nutrition Cluster</u>

Dollar threshold used to distinguish between Type A and Type B programs:	<u>\$ 300,000</u>
Auditee qualified as low-risk auditee?	<u>Yes</u>

STATE AWARDS

Type of auditors' report issued on compliance for programs:	<u>Unqualified</u>
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FOUNTAIN VALLEY SCHOOL DISTRICT

**FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2012**

None reported.

FOUNTAIN VALLEY SCHOOL DISTRICT

**FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2012**

None reported.

FOUNTAIN VALLEY SCHOOL DISTRICT

**STATE AWARDS FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2012**

None reported.

FOUNTAIN VALLEY SCHOOL DISTRICT

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2012**

There were no audit findings reported in the prior year's schedule of financial statement findings.

**Fountain Valley School District
BUSINESS SERVICES DIVISION
DFS/ 12-13 - 19**

M E M O R A N D U M

TO: Stephen McMahon, Assistant Superintendent, Business Services
FROM: Scott R. Martin, Director, Fiscal Services
DATE: November 28, 2012
SUBJECT: **Approval of Lease Addendums for Modular Classrooms**

BACKGROUND

The District leases six modular classrooms from an outside vendor under two separate operating leases. The following lease addendums extend the term of these leases thru June 30, 2013. There are no other changes to the terms and conditions of these leases.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease addendums extending the term of these leases thru June 30, 2013.

cl



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 11/15/2012

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley Ca 92708

Attn: Scott R. Martin
Phone : 714-843-3249
Fax: 714-843-3252
E-mail: martins@fvsd.us

Project Name : Kazuo Masuda Middle School
Site Address : 17415 Los Jardines W
City/State/Zip: Fountain Valley Ca 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
525364	18	07/15/04	41576	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$6,468.00
525365	18	07/15/04	41577	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$6,468.00
582481	12	10/01/07	40321	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$6,012.00
582611	12	10/08/07	40427	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$6,144.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Fountain Valley SD

Printed Name

Title

Signature

Date

Call (951)360-5156 with any questions or comments, ask for Karina Olvera
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.



Mobile Modular Management Corporation

5700 Las Positas Road, Livermore, CA 94551

Ph (925) 606-9000 Fax (925) 453-3201

www.MobileModularRents.com

Contract Addendum

Date: 11/15/2012

Customer : Fountain Valley SD
Billing Address: 10055 Slater Avenue
City/State/Zip: Fountain Valley Ca 92708

Attn: Scott R. Martin
Phone : 714-843-3249
Fax: 714-843-3252
E-mail: martins@fvsd.us

Project Name : Fulton Middle School
Site Address : 8778 El Lago St.
City/State/Zip: Fountain Valley Ca 92708

This will serve as an addendum to the contract agreement entered into between **Fountain Valley SD** (Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
578969	12	07/19/07	40566	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$6,012.00
578970	12	07/19/07	40581	Classroom, 24x40 DSA (Item1001)	7/1/2012	6/30/2013	12	\$6,012.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Fountain Valley SD

Printed Name

Title

Signature

Date

Call (951)360-5156 with any questions or comments, ask for Karina Olvera
Thank you for contacting Mobile Modular.

****Note:** Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

**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 POSITION

DATE: November 27, 2012

BACKGROUND

At the beginning of the school year, Gisler School had an expected K-1 combination class so an Instructional Assistant was hired to work 2.5 hrs/day to assist the teacher. The student numbers soon changed and the class was separated into two classes. As Gisler does not have all-day kindergarten, which is supported by a 2.5 hr/day aide, the staffing need for the aide then reduced to 1.7 hrs/day. This is the regular number of hours budgeted to help with the overlapping schedules of the early and late kindergarten programs. Therefore, a correction is needed which triggers a layoff (reduction in hours) situation.

Notice to the person serving in the position affected by this layoff shall be in accordance with Education Code 45117, Article XI, Section 2.A. of the collective bargaining agreement, and Personnel Commission Rule 603.

IMPACT

The following classified position in the Instructional Assistant classification shall be reduced in hours following the required 45 day notice (as of February 1, 2013):

<u>Site</u>	<u>From (hrs/wk)</u>	<u>To (hrs/wk)</u>
Gisler	12.5	8.5

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 – Special Education Settlement Agreement

DATE: November 9, 2012 for Board Meeting on December 13, 2012

BACKGROUND:

According to the Settlement Agreement signed on November 8, 2012, between parent and the Fountain Valley School District, it was agreed to reimburse parent for private school tuition for the 2012-2013 school year effective through June 30, 2013, and not to exceed \$14,250.00.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned reimbursement not to exceed \$14,250.00.

FOUNTAIN VALLEY SCHOOL DISTRICT
SUPPORT SERVICES

MEMORANDUM

TO: Anne Silavs, Assistant Superintendent - Instruction

FROM: Abby Bickford, Director, Support Services

SUBJECT: Board Item – Special Education Settlement Agreement

DATE: November 20, 2012 for Board Meeting on December 13, 2012

BACKGROUND:

According to the Settlement Agreement signed on November 13, 2012, between parent and the Fountain Valley School District, it was agreed to provide student with 30 hours of one-on-one instruction by credentialed District staff at Masuda School. The hours may be provided during the period of November 26, 2012 through June 19, 2013, and shall be provided either before or after school. The District also agrees to pay \$7,000.00 for legal fees as full and final settlement of all outstanding claims.

RECOMMENDATION

Approval by the Board of Trustees is recommended to approve the above mentioned services and legal fees.



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 (SECOND READING)***
DATE: December 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 4112.24 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.

The policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that Board Policy 4112.24 Teacher Qualifications Under the No Child Left Behind Act be approved 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*

80021 *Short-term staff permit*

Certificated Personnel

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

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 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

Certificated Personnel

TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

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:

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)

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TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

- 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
 - 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

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TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

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)

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)

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TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

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)

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

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TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT

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
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4121 TEMPORARY/SUBSTITUTE
PERSONNEL (SECOND READING)***
DATE: December 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.

The policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that Board Policy 4121 Temporary/Substitute Personnel be approved 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

Certificated Personnel

TEMPORARY/SUBSTITUTE PERSONNEL

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)

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.

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TEMPORARY/SUBSTITUTE PERSONNEL

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)

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**

Certificated Personnel

TEMPORARY/SUBSTITUTE PERSONNEL

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*

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

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TEMPORARY/SUBSTITUTE PERSONNEL

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>

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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

Certificated Personnel

TEMPORARY/SUBSTITUTE PERSONNEL

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)

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 (SECOND READING)***
DATE: December 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.

The policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that Board Policy 4131 Staff Development be approved 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)

Certificated Personnel

STAFF DEVELOPMENT

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)

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

Certificated Personnel

STAFF DEVELOPMENT

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)

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

Certificated Personnel

STAFF DEVELOPMENT

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

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>

Certificated Personnel

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 SCHOOL DISTRICT
Personnel

MEMORANDUM

TO: Marc Ecker, Superintendent
FROM: Cathie Abdel, Assistant Superintendent, Personnel
SUBJECT: ***NEW BOARD POLICY 4131.1 BEGINNING TEACHER
SUPPORT/INDUCTION (SECOND READING)***
DATE: December 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.

The policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that Board Policy 4131.1 Beginning Teacher Support/Induction be approved 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

Certificated Personnel

BEGINNING TEACHER SUPPORT/INDUCTION

competency while participating in a CTC-approved teacher preparation program. (Education Code 44279.1)

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

Certificated Personnel

BEGINNING TEACHER SUPPORT/INDUCTION

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, 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 (SECOND READING)***
DATE: December 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.

The policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that Board Policy 4312.1 Contracts be approved 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

Personnel

CONTRACTS

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

Personnel

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 4119.41/4219.41/4319.41
EMPLOYEES WITH INFECTIONS DISEASE (SECOND READING)*
DATE: December 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.

The revised policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 4119.41/4219.41/4319.41, Employees with Infectious Disease be adopted by the Board of Trustees.

All Personnel

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 schools.

(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)

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

All Personnel

EMPLOYEES WITH INFECTIOUS DISEASE

Disabilities Act, California Fair Employment and Housing Act, or Section 504 of the Federal Rehabilitation Act.

(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.

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

BP 4119.41(c)
4219.41
4319.41

All Personnel

EMPLOYEES WITH INFECTIOUS DISEASE

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:

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 (SECOND READING)***
DATE: December 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.

The revised policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that revisions to Board Policy 4222 Teacher Aids/Paraprofessionals be approved by the Board of Trustees.

Classified Personnel

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 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

Policy
adopted:

FOUNTAIN VALLEY ELEMENTARY SCHOOL DISTRICT
Fountain Valley, California

Classified Personnel

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

Classified Personnel

TEACHER AIDES/PARAPROFESSIONALS

demonstrated through a local or state assessment

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

Classified Personnel

TEACHER AIDES/PARAPROFESSIONALS

students, in the same proportion of total work time as non-Title I paraprofessionals. (20 USC 6319; 34 CFR 200.59)

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 4112.9/4212.9/4312.9 EMPLOYEE NOTIFICATIONS (SECOND READING)***
DATE: December 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 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.

The policy was presented to the Board of Trustees for first reading on November, 15, 2012.

RECOMMENDATION

It is recommended that Board Policy 4112.9/4212.9/4312.9 Employee Notifications be approved by the Board of Trustees.

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*

All Personnel

EMPLOYEE NOTIFICATIONS

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

Policy
adopted:

FOUNTAIN VALLEY SCHOOL DISTRICT
Fountain Valley, California

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

All Personnel

EMPLOYEE NOTIFICATIONS

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

E 4112.9(c)
4212.9
4312.9

All Personnel

EMPLOYEE NOTIFICATIONS

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

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

E 4112.9(d)

All Personnel

EMPLOYEE NOTIFICATIONS

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

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

All Personnel

EMPLOYEE NOTIFICATIONS

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
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

All Personnel

EMPLOYEE NOTIFICATIONS

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

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

All Personnel

EMPLOYEE NOTIFICATIONS

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

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

All Personnel

EMPLOYEE NOTIFICATIONS

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

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

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members

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

Date: November 28, 2012

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

Board Meeting Date: December 13, 2012

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
192103-2034	Devereux Florida	-10,585.00	2012-07-01 to 2013-06-30

Approved by the FVSD Board of Trustees
December 13, 2012

Marc Ecker, Ph.D.
Superintendent

2012/2013

HBUHSD Contract No.

2034

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

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 13th of December, 2012 between the
Fountain Valley School District, County of Orange and Devereux Florida for
 (Local Education Agency) (Nonpublic School or Agency)
192103-2034 born on _____, who is a resident of Fountain Valley School District of
 (Name of Student) (Date of Birth) (Local Education Agency)
 Orange County.

ORIGINAL CONTRACT - 2012-07-01 to 2013-06-30

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
0. Basic Education Program	NPS	1 Day	125.00	200.00	25,000.00
1. Transportation (public carrier)	NPS	0	0.00	0.00	4,000.00
2. Room & Board	NPS	1 Day	215.00	365.00	78,475.00
TOTAL ORIGINAL CONTRACT COST					107,475.00

ORIGINAL CONTRACT - 2012-07-01 to 2013-06-30

SERVICES AS PROVIDED IN ORIGINAL CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Original Cost
3. Residential Mental Health Services	NPS	1 Day	226.00	365.00	82,490.00
TOTAL ORIGINAL CONTRACT COST					82,490.00

ADDENDUM CONTRACT - 2012-07-01 to 2013-06-30

SERVICES ADDED BY THIS ADDENDUM	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Addendum Cost
4. Room & Board (correct rate)	NPS	1 Day	215.00	-365.00	-78,475.00
5. Room & Board (correct rate)	NPS	1 Day	226.00	365.00	82,490.00
6. Residential Mental Health Services (correct rate)	NPS	1 Day	226.00	-365.00	-82,490.00
7. Residential Mental Health Services (correct rate)	NPS	1 Day	186.00	365.00	67,890.00
TOTAL ADDENDUM CONTRACT COST					-10,585.00

AMENDED CONTRACT

SERVICES AS PROVIDED IN AMENDED CONTRACT	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Total Amended Cost
0. Basic Education Program	NPS	1 Day	125.00	200.00	25,000.00
1. Transportation (public carrier)	NPS	0	0.00	0.00	4,000.00
2. Room & Board	NPS	1 Day	215.00	365.00	78,475.00
3. Residential Mental Health Services	NPS	1 Day	226.00	365.00	82,490.00
4. Room & Board (correct rate)	NPS	1 Day	215.00	-365.00	-78,475.00
5. Room & Board (correct rate)	NPS	1 Day	226.00	365.00	82,490.00
6. Residential Mental Health Services (correct rate)	NPS	1 Day	226.00	-365.00	-82,490.00
7. Residential Mental Health Services (correct rate)	NPS	1 Day	186.00	365.00	67,890.00
TOTAL AMENDED CONTRACT COST					179,380.00

2012/2013

HBUHSD Contract No. 2034
Please refer to this number on correspondence, invoices, etc.

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

This ADDENDUM to the SERVICE CONTRACT is made and entered into this 13th of December, 2012 between the
Fountain Valley School District, County of Orange and Devereux Florida for
(Local Education Agency) (Nonpublic School or Agency)
192103-2034 born on _____, who is a resident of Fountain Valley School District of
(Name of Student) (Date of Birth) (Local Education Agency)
Orange County.

This AMENDED Service shall begin on 2012-07-01 and shall terminate at 5:00 p.m. on 2013-06-30 unless
sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Devereux Florida
(Name of Nonpublic School/Agency)

Fountain Valley School District
(Name of School District)

(Contracting Officer's Signature) Date

(Signature)

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent) Date

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members

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

Date: November 28, 2012

Subject: **Non-Public Agency Contracts**

Board Meeting Date: December 13, 2012

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
219985-2202	Karen Schnee M.A. CCC-SLP/BCET	2,500.00	October 01, 2012 to June 30, 2013
191454-2201	Behavior Solutions, Inc.	2,500.00	September 25, 2012 to June 30, 2013

Approved by the FVSD Board of Trustees
December 13, 2012

Marc Ecker, Ph.D.
Superintendent

HBUHSD Contract No. **2201**

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

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

Parent/Guardian: _____	Home Phn: _____	Cell Phn: _____
Address: _____		
Street	City	Zip

1. The pupil's teacher/service provider will hold the following credential/license: Multiple Subject, Learning Handicapped, Severely Handicapped

2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1

3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)

4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

Number of days	x Per Diem	TOTAL BASIC EDUCATION COSTS
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SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention Services	NPA	180.00 Minutes	250.00	10.00	2,500.00
1x180/mo					

Maximum Per Diem for Basic Education

2012/2013

HBUHSD Contract No.

2201

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Other Provisions (attachments as necessary):

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

This contract is effective on: September 25, 2012

and terminates on 5:00 p.m. on: June 30, 2013

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

25795 Via Lomas #190, Laguna Hills, CA 92653

(Address)

949-460-6184

(Telephone Number)

949-448-8393

(FAX Number)

33-0752909

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December, 20 12, by and between Karen Schnee M.A. CCC-SLP/BCET hereinafter referred to as "Independent Contractor" and Fountain Valley School District, hereinafter referred to as "District."

WHEREAS, the District is in need of special services and advice in financial, economic, accounting, engineering, or administrative matters; and

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

WHEREAS, Independent Contractor is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY Independent Contractor:

To provide an Independent Educational Evaluation in the area of Speech and Language to SEISID 219985.

2. The Independent Contractor will commence providing services under this AGREEMENT on October 1 20 12, and will diligently perform as required and complete performance by June 30 20 13. The Independent Contractor will perform said services as an independent calling and not as an employee of the District. Independent Contractor shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

3. The District will prepare and furnish to the Independent Contractor upon request such information as is reasonably necessary to the performance of the Independent Contractor to this AGREEMENT.

4. The District shall pay the Independent Contract A total not to exceed \$2,500 for Independent Educational Evaluation and related costs. for services pursuant to this AGREEMENT Payment shall be made upon receipt of an invoice.

Independent Contractor shall submit an invoice to the District 30 days in advance of each payment due date.

5. The District may at any time for any reason terminate this AGREEMENT and compensate Independent Contractor only for services rendered to the date of termination. Written notice by the District's Superintendent shall be sufficient to stop further performance of services by Independent Contractor. The notice shall be deemed given when received or not later than three days after the day of mailing whichever is sooner.

6. Independent Contractor agrees to and shall hold harmless and indemnify the District, its officers, agents, employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of.

(a) Liability for damages for death or bodily injury to property, or any other loss, damage or expense sustained by the Independent Contractor or any person, firm or corporation employed by the Independent Contractor upon or in connection with the services called for in the AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

(b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school property, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

INDEPENDENT CONTRACTOR AGREEMENT

Page Two

The Independent Contractor, at Independent Contractor's expense, cost, and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand or liability and shall pay or satisfy any judgement that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof, except for liability for damages which result from the sole negligence or willful misconduct for the District, its officers, employees, or agents.

7. The AGREEMENT is not assignable without written consent of the parties hereto.
8. Independent Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances including worker's compensation.
9. Independent Contractor, if any employee of another public agency, certifies that Independent Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.
10. Independent Educational Evaluators and related Evaluations must adhere to West Orange County Consortium for Special Education (WOCCSE) IEE Definitions and Procedures (Appendix A) and IEE Criteria (Appendix B), including provision to District of protocols (or copies thereof) and a written report.
11. The services completed herein must meet the approval of this District and shall be subject to the District's right of inspection to secure the satisfactory completion thereof. If any services performed by Contractor do not conform to specifications and requirements of this Agreement, District may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and District may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor cannot correct its performance, the District shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the contract price to reflect the reduced value of the services of the services received by the District. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that the future performance of the service conforms to the specifications and requirements of this Agreement, the District shall have the right to either (1) without terminating this Agreement, have the services performed by contract or otherwise, in conformance with the specifications of this Agreement and charge Contractor, and/or withhold from payment due to Contractor, any costs incurred by District that are directly related to the performance of such services, or (2) terminate this Agreement for default.

IN WITNESS WHEREOFF, The parties hereto have caused this AGREEMENT to be executed.

INDEPENDENT CONTRACTOR

FOUNTAIN VALLEY SCHOOL DISTRICT

Signature

Karen Schnee M.A. CCC-SLP/BCET

Printed Name

20700 Ventura Blvd. Suite 228

Address

Woodland Hills, CA 91364

City, State, Zip

818-363-1912

Phone No.

818-999-9192

FAX No.

557-80-4030

Federal ID for business/Social Security No. for individuals

Signature

Marc Ecker, Ph.D.
Superintendent
10055 Slater Avenue
Fountain Valley, CA 92708

Date

SchneeKaren_Contract

Date

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

INDEPENDENT EDUCATIONAL EVALUATIONS

Definitions and Procedures

“Independent Educational Evaluation (IEE)” means an evaluation conducted by a qualified examiner who is not employed by the District.

“Public Expense” means that the District either pays for the full cost of the evaluation or components or ensures that the evaluation or components are otherwise provided at no cost to the parent/guardian.

PARENT REQUESTS FOR AN IEE:

A parent may request an IEE at public expense if they disagree with an assessment conducted by the District. The primary purpose of an IEE is to be able to compare it to the disputed District assessment so that IEP decisions can be made based on a consideration of both assessments. Therefore, parent’s request for an IEE at public expense must be made within a reasonable time following the completion of the District’s assessment, generally within one year.

If a parent requests an IEE at public expense the District will, without unnecessary delay, either (1) initiate a due process hearing to establish that its assessment is appropriate, or (2) ensure that an IEE is provided at public expense.

If a parent makes a verbal request for an IEE during an IEP team meeting, the request will be included in the notes for the IEP team meeting. If a parent makes a verbal request for an IEE outside of an IEP team meeting, the appropriate staff person will inform the parent that the request should be in writing, and will offer assistance to write the request, if appropriate.

A parent may be requested to indicate the reasons for disagreement with the District assessment, however, the parent is not required to specify the areas of disagreement with the District’s assessment as a condition to obtaining an IEE at public expense, and the District may not delay a response to the parent’s request if no further information is provided.

The District does not have an obligation to reimburse a parent for IEEs initiated prior to the date that the District’s assessment is completed and discussed at an IEP team meeting.

A parent is only entitled to reimbursement for one IEE at public expense for each assessment completed by the District with which the parent disagrees.

When a parent requests that an IEE be conducted, the school shall notify the District’s Director of Special Education, or designee. The District may, in an attempt to resolve the parent’s disagreement with the District’s assessment, propose that additional assessment(s) be conducted by District or WOCCE staff, qualified assessors from other public agencies, or private sector providers at district expense.

If the District agrees to provide or fund an IEE, the parent will be notified in writing whom to contact at the District office and/or by what other means the parent may start the IEE process. The written notice will be accompanied by the WOCCE IEE Definitions and Procedures, IEE

Criteria, and Sources of Independent Evaluation by Area of Assessment. While the District will not limit the parent's time to obtain the IEE, parents are encouraged to obtain the IEE within a reasonable period of time, in order to allow for a meaningful review of the IEE by the IEP team after review of the District's assessment.

If a parent requests reimbursement or payment for an IEE which has already been completed, without previously making such a request, the District will either agree to fund the costs of the IEE, or file a request for due process hearing to defend its assessment without unnecessary delay. Under these circumstances, the IEE obtained by the parent still must comply with the WOCCE IEE criteria.

If the parent chooses to obtain an IEE at their own expense, the IEP team will still fully consider the IEE in making educational decisions for the student.

If the District initiates a due process hearing and the final decision is that the District's assessment is appropriate, the parent still has the right to obtain an IEE, but not at public expense.

PARENT SELECTION OF AN INDEPENDENT EVALUATOR:

The parent has the right to choose an independent evaluator from the WOCCE Sources of Independent Evaluation by Area of Assessment list. The District must allow parents the opportunity to select a qualified evaluator that meets the WOCCE IEE criteria for qualified evaluators, even if the evaluator is not on the list of potential evaluators established by WOCCE.

If the parent elects to obtain an IEE by an evaluator not on the WOCCE Sources of Independent Evaluation by Area of Assessment, and the District/WOCCE determines the evaluator does not meet the WOCCE IEE criteria for one or more areas assessed, the District may decline payment for all or part of the costs of the IEE, as appropriate, if there is no justification for selection of an evaluator that does not meet the WOCCE IEE criteria. In the event this occurs, the District will file a request for a due process hearing seeking a determination that the IEE does not comply with the WOCCE IEE criteria without unnecessary delay.

It is the parent's responsibility to inform the independent evaluator of the WOCCE IEE criteria and procedures and it is suggested that the parent provide the independent evaluator with a copy of these procedures.

IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;

3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

IEP TEAM CONSIDERATION OF THE IEE:

IEEs are designed to assist in the determination of the educational needs of students with disabilities. The IEP team is ultimately responsible for determining placements and services. The results of the IEE(s) will be considered in making educational decisions as required by Title 34 of the Federal Code of Regulations and/or Section 504 of the Rehabilitation Act of 1973. However, IEEs will not control the IEP team's determinations regarding eligibility for special education, appropriate goals, and/or placement and services recommendations.

RELEASE OF INFORMATION AND RESULTS:

As part of the evaluation, independent evaluators must agree to release their assessment information and results, including copies of any and all test protocols utilized in the assessment process as well as written report(s) of results, directly to the District prior to the receipt of payment (or reimbursement to parent) for their assessment.

COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

PAYMENT FOR COMPLETED IEE:

Upon completion of the IEE, it is the parent's responsibility to provide the District with the IEE report, test protocols, invoice of costs incurred for services provided, and proof of payment (if applicable). Once the completed IEE and required documentation has been provided to the District, it is the responsibility of the District's Director of Special Education or designee to determine whether the completed IEE meets the WOCCSE IEE criteria. Payment may be limited for any test administration or other portion of the assessment conducted beyond the assessor's area(s) of expertise.

If the parent elected an evaluator with whom the District has a contractual relationship, as confirmed by the District/WOCCSE, then payment shall be made directly to the independent evaluator. If the parent elected an evaluator who does not have a contract with the District, then reimbursement for the costs of the IEE shall be made to the parent in a timely manner.

Reimbursement will be in accordance with the District's policies and procedures and in the amount no greater than the actual cost to the parents.

SPECIAL CONSIDERATIONS:

Consideration shall be given to unique circumstances when necessary to assist a parent in obtaining an IEE at public expense. Any such request shall be made to the District's Director of Special Education, or designee.

WEST ORANGE COUNTY SPECIAL EDUCATION LOCAL PLAN AREA

INDEPENDENT EDUCATIONAL EVALUATIONS

Criteria

IEE COMPONENTS:

All assessments must be conducted in accordance with all requirements of federal and state law, and consistent with the requirements of evaluations conducted by District staff as described in the California Education Code and Code of Federal Regulations. Consistent with these requirements, IEEs must comply with and/or address all of the following:

1. Be conducted in the primary language or mode of communication of the student unless it is clearly not feasible to do so;
2. Utilize tests and assessment instruments which are not racially, culturally or ethnically biased;
3. Rely upon test data that is valid and reliable, including that it is administered in conformance with the instructions provided by the test provider;
4. Conduct an observation of the student in an appropriate educational setting, and note the student's relevant behaviors in that setting; and,
5. Include a determination of whether the student may need special education and/or related services and the basis for making that determination.

COST LIMITATIONS:

The cost of the IEE shall be comparable to those costs that the District incurs when it uses its own employees or contractors to perform similar assessments. The cost of the IEE must also be reasonable and consistent with the costs being charged by comparably qualified evaluators in the areas being assessed. The costs charged to the District may also not exceed the fees the evaluator requires of other agencies or parents for such an assessment, when the components of the evaluation are comparable.

Costs may include observation, record review, administration and scoring of tests, report writing and attendance in person or by phone at an IEP team meeting for the purpose of reviewing the IEE report.

GEOGRAPHIC LIMITATIONS:

Independent evaluators must be located in Orange County, or within thirty (30) miles of the District. Travel expenses, whether by parent or the assessor, for any greater distance, shall not be at the cost of the District, unless the parent can demonstrate why it is not feasible to use a qualified evaluator within these geographic boundaries.

MINIMUM QUALIFICATIONS FOR EVALUATORS:

All assessments must be conducted by persons competent to perform the assessment as determined by the District/WOCCSE as described in the California Education Code and the Code of Federal Regulations. Evaluators with credentials other than those listed below will not be approved unless the parent can demonstrate the appropriateness of using an evaluator meeting other qualifications.

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Academic Achievement	Wechsler Individual Achievement Test–Third Edition (WIAT–III), Woodcock Johnson Test of Academic Achievement, Wide Range Achievement Test, 4th edition (WRAT-4), Kaufman Test of Educational Achievement, Second Edition (KTEA-II), KeyMath3™ Diagnostic Assessment, Gray Oral Reading Test–Fourth Edition (GORT-4), Woodcock Reading Mastery Tests, Third Edition (WRMT-III)	Credentialed Special Education Teacher, Licensed Educational Psychologist, or School Psychologist
Adaptive Behavior	Adaptive Behavior Assessment System — Second Edition (ABAS — Second Edition), Child Development Inventory (CDI), Adaptive Behavior Assessment System–Second Edition (ABAS-II) Vineland Adaptive Behavior Scales, Second Edition (Vineland-II)	School Psychologist or Licensed Educational Psychologist
Assistive Technology	Observations, Interview with Significant Others, Life Space Access Profile	Credentialed or Licensed Speech/Language Pathologist with additional training in AT, Special Education Teacher with additional training in AT and authorized to teach students who are physically handicapped, orthopedically impaired, or severely handicapped
Auditory Acuity/Hearing and Sound Processing	Sound Field Measure, Acoustic Testing, Auditory Continuous Performance Test (ACPT), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Licensed or Credentialed Audiologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Auditory Processing	Test of Auditory Processing Skills (TAPS), Visual Auditory Digit Span Test (VADS)	School Psychologist or Licensed Educational Psychologist
Cognitive Functioning & Ability	Comprehensive Test of Nonverbal Intelligence, Second Edition (CTONI-2), Developmental Assessment of Young Children (DAYC), Southern California Ordinal Scales of Development, Scale of Cognition, Differential Ability Scales-II (DAS-II), Kaufman Assessment Battery for Children, Second Edition (KABC-II), Kaufman Brief Intelligence Test, Second Edition (KBIT-2), Naglieri Nonverbal Ability Test®—Second Edition (NNAT–2), Test of Nonverbal Intelligence, Fourth Edition (TONI-4), Wechsler Intelligence Scale for Children — Fourth Edition (WISC-IV), Wechsler Adult Intelligence Scale—Fourth Edition (WAIS–IV)	School Psychologist or Licensed Educational Psychologist
Emotions/Behaviors	BASC-2 (Behavior Assessment System for Children, Second Edition), Child Development Inventory (CDI), Draw-A-Person Screening for Emotional Disturbance (DAP:SPED), Children's Apperception Test (CAT), Devereux Behavior Rating Scale, Draw A Person: A Quantitative Scoring System (Draw A Person: QSS), Thematic Apperception Test (TAT), Children's Depression Inventory (CDI), Conners 3rd Edition (Conners 3), Children's Depression Inventory 2 (CDI-2), Children's Depression Rating Scale, Revised (CDRS-R), Piers-Harris Children's Self-Concept Scale, Second Edition (Piers-Harris 2), Reynolds Adolescent Depression Scale, Second Edition (RADS-2), Revised Children's Manifest Anxiety Scale: Second Edition (RCMAS-2)	School Psychologist, Licensed Educational Psychologist, or Licensed Clinical Social Worker

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Executive Functioning	Brown Attention-Deficit Disorder Scales (Brown ADD Scales), Children's Category Test (CCT), Children's Memory Scale (CMS), Delis-Kaplan Executive Function System (D-KEFS), Test of Memory and Learning, Second Edition (TOMAL-2), Visual Aural Digit Span Test (VADS), Behavior Rating Inventory of Executive Function (BRIEF), Wide Range Assessment of Memory and Learning, Second Edition (WRAML2)	School Psychologist or Licensed Educational Psychologist
Fine Motor	Bruininks-Oseretsky Test of Motor Proficiency, Second Edition (BOT-2), Southern California Ordinal Scales of Development, Scale of Fine Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2)	Licensed Occupational Therapist
Functional Analysis Assessment (for serious problem behaviors)	Functional Assessment and Intervention System: Improving School Behavior (FAIS), Motivation Assessment Scale, Observations, Interviews with Significant Others. Data Collection and Interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions and knowledge of Title 5 of California Code of Regulations, Section 3052 (Hughes Bill)
Functional Behavior (for behaviors that impede learning)	Observations, Interviews with Significant Others, Data Collection and interpretation	Licensed Educational Psychologist or School Psychologist or otherwise qualified person with comprehensive training in behavior analysis with an emphasis on positive behavioral interventions
Gross Motor	Southern California Ordinal Scales of Development, Scale of Gross Motor, Peabody Developmental Motor Scales, Second Edition (PDMS-2), Test of Gross Motor Development, Second Edition (TGMD-2)	Licensed Physical Therapist or Credentialed Adaptive Physical Education Specialist
Health Factors	Hearing Screening, Vision Screening, Physical Examination	Licensed Physician or Licensed Nurse

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Neurological Functioning	Quick Test of Cognitive Speed, Brief Neuropsychological Cognitive Examination (BNCE), Kaplan Baycrest Neurocognitive Assessment (KBNA), Benton Visual Retention Test, Fifth Edition, NEPSY - Second Edition (NEPSY - II), Neurobehavioral Functioning Inventory (NFI), Brief Neuropsychological Cognitive Examination (BNCE)	School Psychologist with specialized training in neuropsychological testing, Licensed Educational Psychologist with specialized training in neuropsychological testing, or Physician with certification in neurological processing
Oral Motor	Oral-Motor Feeding Rating Scale, Kaufman Speech Praxis Test for Children, Apraxia Profile, Oral Speech Mechanism Screening, Examination, Third Edition (OSMSE-3); Verbal Motor Production Assessment for Children (VMPAC); clinical observation	Licensed Occupational Therapist or Credentialed or Licensed Speech/Language Pathologist
Sensory Processing/ Sensory Motor Processing	Adolescent/Adult Sensory Profile, DeGangi-Berk Test of Sensory Integration (TSI), Sensory Profile, Sensory Integration and Praxis Tests (SIPT), Sensory Processing Measure (SPM)	Licensed Occupational Therapist
Social Skills	Asperger Syndrome Diagnostic Scale (ASDS), Childhood Autism Rating Scale, Second Edition (CARS-2), Gilliam Asperger's Disorder Scale (GADS), Gilliam Autism Rating Scale – Second Edition (GARS-2), Social Skills Rating System (SSRS); Asperger Syndrome Diagnostic Scale (ASDS), Autism Diagnostic Observation Schedule (ADOS)	School Psychologist or Licensed Educational Psychologist

<u>Type of Assessment</u>	<u>Examples of Tests or Tools</u>	<u>Qualified Assessor(s)</u>
Speech and Language	Diagnostic Evaluation of Articulation and Phonology (DEAP) , Boehm Test of Basic Concepts, Third Edition (Boehm-3), Bracken Basic Concept Scale: Expressive (BBCS:E), Clinical Evaluation of Language Fundamentals - Fourth Edition (CELF - 4), Children's Communication Checklist—2 U.S. Edition (CCC—2), Comprehensive Assessment of Spoken Language (CASL), Comprehensive Test of Phonological Processing (CTOPP), Peabody Picture Vocabulary Test, Fourth Edition (PPVT-4), Southern California Ordinal Scales of Development, Scale of Communication, Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Expressive and Receptive One-Word Picture Vocabulary Tests, Fourth Edition (EOWPVT, ROWPVT), Goldman-Fristoe Test of Articulation 2, OWLS: Listening Comprehension (LC) Scale & Oral Expression (OE) Scale, Preschool Language Scale, Fourth Edition (PLS-4) English Edition, Receptive-Expressive Emergent Language Test—Third Edition (REEL-3), Bracken Basic Concept Scale – Third Edition: Receptive (BBCS-3:R), Test for Auditory Comprehension of Language-3rd Edition (TACL-3), Test of Language Development-Intermediate, 4th Edition (TOLD-I:4), Autism Diagnostic Observation Schedule (ADOS), Test for Auditory Comprehension of Language (TACL-3), Test of Language Development, Fourth Edition (TOLD-4), Test of Pragmatic Language, Second Edition (TOPL-2), SCAN-3:A Tests for Auditory Processing Disorders in Adolescents and Adults (SCAN3:A), SCAN–3:C Tests for Auditory Processing Disorders for Children (SCAN-3:C)	Credentialed or Licensed Speech/Language Pathologist
Visual Processing	Developmental Test of Visual Perception, Second Edition (DTVP–2), Visual Aural Digit Span Test	School Psychologist, Licensed Educational Psychologist, Teacher with additional training in vision processing, or Ophthalmologist
Visual-Motor Integration	Beery-Buktenica Developmental Test of Visual-Motor Integration, 6th Edition (BEERY VMI), Bender Visual-Motor Gestalt Test, Second Edition (Bender-Gestalt II)	School Psychologist, Licensed Educational Psychologist
Vocational WOCCSE IEE Criteria Revised June 2011	Campbell Interest and Skill Survey (CISS), Career Assessment Inventory, Interest Determination, Exploration and Assessment System (IDEAS), Geist Picture Interest Inventory, COIN Basic Skills and Career Interest Survey	Credentialed Special Education Teacher with specialized training in vocational evaluation, School Psychologist, or Licensed Educational Psychologist

Contract Year: 2012/2013

HBUHSD Contract No: 2202 Appendix B

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

**DISTRICT MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL SERVICES
2012-13**

HBUHSD CONTRACT NO. 2201

Please refer to this number on all correspondence, invoices, etc.
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**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this 13th day of December, 2012, between the Fountain Valley School District (hereinafter referred to as "District" or local educational agency "LEA") and Behavior Solutions, Inc. (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential.

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

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2012 to June 30, 2013 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2013. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations Section 3062(d).) No

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Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Re-negotiation of the rate schedule for related services for the subsequent contract year are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2013.

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

This Master Contract includes 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.

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

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

6. INDIVIDUAL SERVICES AGREEMENT

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

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

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

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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).

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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

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sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, and reports.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees.

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended 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

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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 with the following limits:

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

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- E. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance 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.

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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.

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District may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, 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.

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22. GENERAL PROGRAM OF INSTRUCTION

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

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

When CONTRACTOR serves LEA students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, passing the California High School Exit Exam per state guidelines.

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

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

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23. INSTRUCTIONAL MINUTES

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

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

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

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

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

24. CLASS SIZE

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

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

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

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus 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.

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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.

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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

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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

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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.

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36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. TRANSCRIPTS

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

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38. LEA STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call 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

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profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

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

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1(b), (AB1858, AB490 (Chapter 862, Statutes of 2003)) and 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

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staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in the CDE On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

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

46. STAFF QUALIFICATIONS

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

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

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. 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"

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services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

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

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state 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

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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

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staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

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

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

CONTRACTOR shall 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

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in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

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

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the 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.

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

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

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

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

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

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student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. 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

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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.

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CONTRACTOR,

LEA,

Behavior Solutions, Inc.

Fountain Valley School District

Nonpublic School/Agency

By:

Signature

Date

By:

Signature

Date

Name and Title of Authorized Representative

Marc Ecker, Ph.D., Superintendent

Name and Title of Authorized Representative

APPROVED BY THE LOCAL EDUCATION
AGENCY GOVERNING BOARD ON: _____

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Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name	Name and Title Patrick J Middleton, Fiscal and MIS Manager
Nonpublic School/Agency/Related Service Provider	LEA WOCCSE / Huntington Beach Union High School District
Address	Address 5832 Bolsa Avenue
City State Zip	City State Zip Huntington Beach, CA 92649
Phone Fax	Phone Fax 714.903.7000 ext 4615 714.372.8109
Email	Email pmiddleton@hbuhdsd.org

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

Name and Title
Address
City State Zip
Phone Fax
Email

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EXHIBIT A: RATES

CONTRACTOR Behavior Solutions, Inc. **CONTRACT YEAR** 2012-2013 .
(NONPUBLIC SCHOOL OR AGENCY)

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

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

	Rate	Period
A. <u>Basic Education Program/Special 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	\$ 250.00	180 Minutes
(009.2) Functional Analysis Assessment	\$ 1,200.00	_____ Each
(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. 2201

Please refer to this number on all correspondence, invoices, etc.
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Nonpublic School/Agency Assurance Statement

Nonpublic School or Agency: _____

Date: _____ Prepared By: _____

I hereby certify the following:

- ☐ All employees of this nonpublic school or agency are trained annually in child abuse reporting requirements and have signed statements acknowledging their understanding of these requirements.
- ☐ All employees of this nonpublic school or agency have been provided with a copy of our policy specific to sexual harassment prevention that describes behaviors that are prohibited by federal and state laws and procedures for making complaints and receive annual training related to the policy.
- ☐ All employees of this nonpublic school or agency are trained annually in missing children reporting requirements and have signed statements acknowledging their understanding of these requirements.

Signature of Administrator: _____

2012/2013

WEST ORANGE COUNTY CONSORTIUM FOR SPECIAL EDUCATION

CONFIDENTIAL MEMO

To: FVSD Board Members

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

Date: December 03, 2012

Subject: **Non-Public Agency Contracts**

Board Meeting Date: December 13, 2012

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

Student's Name	Non-Public School/Agency	100% Contract/ Addendum	Effective Dates
280431-2234	Behavior Solutions, Inc.	4,125.00	October 03, 2012 to June 30, 2013

Approved by the FVSD Board of Trustees
December 13, 2012

Marc Ecker, Ph.D.
Superintendent

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code 56365 et seq.)

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

Date: 12-03-12 Local Education Agency: Fountain Valley School District

Nonpublic School/Agency: Behavior Solutions, Inc.

Pupil Name: 280431-2234 DOB _____
 Last, First Middle : _____

Address: _____
Street

Sex: _____ Grade: _____ Residential Setting (Indicate Home, Foster, JCS or LCI): _____ Home
(K - 8 or 9 - 12)
If LCI, indicate number: _____

Parent/Guardian:	Home Phn:	Cell Phn:
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Address: _____

CONTRACT TERMS:

1. The pupil's teacher/service provider will hold the following credential/license: Multiple Subject, Learning Handicapped, Severely Handicapped

2. The class size for the pupil will not exceed N/A, and/or therapist/pupil ratio will be 1:1

3. The length of the instructional program will be N/A per day, Monday through Friday. (Nonpublic school only)

4. AUTHORIZED educational services as specified in the IEP shall be provided by the CONTRACTOR up to the amount specified.

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

Number of days

x Per Diem

TOTAL BASIC EDUCATION COSTS

B. DESIGNATED INSTRUCTION AND SERVICES/RELATED SERVICES:

SERVICES	Provider Type	Per Session Total	Cost Per Session	Maximum No. Sessions	Maximum Total Cost for Contracted Period
1. Behavior Intervention Services	NPA	180.00 Minutes	250.00	17.00	4,125.00
1x90min/wk					

Maximum Total Related Services Costs (B)	4,125.00
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Maximum Total Basic Education and Related Services Costs (A + B) _____

Maximum Per Diem for Basic Education

2012/2013

HBUHSD Contract No.

2234

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

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

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Other Provisions (attachments as necessary):

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

This contract is effective on: October 03, 2012

and terminates on 5:00 p.m. on: June 30, 2013

unless sooner terminated as provided herein.

-CONTRACTOR-

-DISTRICT-

Behavior Solutions, Inc.

(Name of Nonpublic School/Agency)

Fountain Valley School District

(Name of School District)

(Contracting Officer's Signature)

Date

(Signature)

Date

(Type Name and Title)

Marc Ecker, Ph.D.

(Type Name of Superintendent)

25795 Via Lomas #190, Laguna Hills, CA 92653

(Address)

949-460-6184

(Telephone Number)

949-448-8393

(FAX Number)

33-0752909

(Federal I.D. or Social Security Number)

APPROVED BY THE GOVERNING BOARD ON